GRAND COUNTY COUNCIL
REGULAR MEETING

Grand County Council Chambers
125 East Center Street, Moab, Utah

AGENDA
Tuesday, August 16, 2016

2:00 p.m.

- **Public Lands Initiative (PLI) Workshop**

3:30 p.m.

- **Municipal Building Authority (MBA) Meeting**

3:45 p.m.

- **Recess**

4:00 p.m.

- **Call to Order**
- **Pledge of Allegiance**
- **Approval of Minutes** (Diana Carroll, Clerk/Auditor)
  A. July 19, 2016 (County Council Meeting), (Postponed from August 2, 2016)
  B. July 29, 2016 (Joint City/County Council Meeting), (Postponed from August 2, 2016)
  C. August 2, 2016 (Housing Workshop & County Council Meeting)
- **Ratification of Payment of Bills**
- **Elected Official Reports**
- **Council Administrator Report**
- **Department Reports**
- **Agency Reports**
- **Citizens to Be Heard**
- **Presentations**
  D. Presentation on the 2015 Grand County financial audit (Greg Marsing of Smuin, Rich & Marsing)
- **Discussion Items**
  E. Discussion on recommended revisions to the Policies and Procedures of the Governing Body: Section R "Participation by the Public – Item #8 'No Assignment of Time'" (continued) and Section S "Public Hearings" (Ruth Dillon, Council Administrator and Council Study Committee Members Tubbs, Hawks, and McGann) (*allow 15 minutes*)
  F. Discussion on calendar items and public notices (Bryony Chamberlain, Council Office Coordinator)
- **General Business- Action Items- Discussion and Consideration of:**
  G. Adopting proposed resolution establishing a market based compensation evaluation process for wage adjustments and reclassification of positions (Graig Thomas, Human Resources Director)
  H. Adopting proposed resolution approving the final plat for Rim Village Vistas Phase V Planned Unit Development (PUD) Subdivision (Community Development Department Representative)
  I. Adopting proposed resolution approving an amendment to Lot 18 of All American Acres Subdivision (Community Development Department Representative)
  J. Adopting proposed ordinance amending Section 3.2.3 "Bed and Breakfasts" of the Grand County Land Use Code (Community Development Department Representative)

K. Adopting proposed ordinance amending Section 3.3.2D “Employee Housing” of the Grand County Land Use Code (Community Development Department Representative)

L. Adopting proposed ordinance to amend Sections 5.4.1 “Residential Development Standards” and 6.10 “Compatibility Standards” of the Grand County Land Use Code (Community Development Department Representative)

M. Appointing an elected official as a member of the Economic Development Corporation-Utah Board of Trustees (Chairwoman Tubbs)

N. Approving proposed letter to Congressmen Bishop and Chaffetz in response to the Congressmen’s Public Lands Initiative proposed legislation (Postponed from August 2, 2016) (Council Member Baird)

O. Approving Grand County as a Cooperating Agency; adopting proposed Memorandum of Understanding (MOU) with the Manti-La Sal National Forest outlining participation and coordination for the revision of its Land and Resource Management Plan (Forest Plan) while repealing the 2011 MOU; and assigning a county liaison to work with the Forest Service Revision Team (Chairwoman Tubbs)

P. Adopting proposed resolution establishing Grand County’s role as lead agency in the local Intergenerational Poverty Initiative (IGP) (Chairwoman Tubbs)

- **Consent Agenda- Action Items**

  Q. Approving retail beer license for Western Spirit Cycling for Outerbike – Consumer Bike Show scheduled for September 30-October 2, 2016

- **Public Hearings- Possible Action Items** (none)
- **General Council Reports and Future Considerations**
- **Closed Session(s):** Pending or Reasonably Imminent Litigation
- **Adjourn**

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS. In compliance with the Americans with Disabilities Act, individuals with special needs requests wishing to attend County Council meetings are encouraged to contact the County two (2) business days in advance of these events. Specific accommodations necessary to allow participation of disabled persons will be provided to the maximum extent possible. T.D.D. (Telecommunication Device for the Deaf) calls can be answered at: (435) 259-1346. Individuals with speech and/or hearing impairments may also call the Relay Utah by dialing 711. Spanish Relay Utah: 1 (888) 346-3162

It is hereby the policy of Grand County that elected and appointed representatives, staff and members of Grand County Council may participate in meetings through electronic means. Any form of telecommunication may be used, as long as it allows for real time interaction in the way of discussions, questions and answers, and voting.

At the Grand County Council meetings/hearings any citizen, property owner, or public official may be heard on any agenda subject. The number of persons heard and the time allowed for each individual may be limited at the sole discretion of the Chair. On matters set for public hearings there is a three-minute time limit per person to allow maximum public participation. Upon being recognized by the Chair, please advance to the microphone, state your full name and address, whom you represent, and the subject matter. No person shall interrupt legislative proceedings.

Requests for inclusion on an agenda and supporting documentation must be received by 5:00 PM on the Wednesday prior to a regular Council Meeting and forty-eight (48) hours prior to any Special Council Meeting. Information relative to these meetings/hearings may be obtained at the Grand County Council’s Office**,** 125 East Center Street, Moab, Utah**; (**435**)** 259-1346**.**

A Council agenda packet is available at the local Library, 257 East Center St., Moab, Utah, (435) 259-1111 at least 24 hours in advance of the meeting.

GRAND COUNTY COUNCIL MEMBERS
Elizabeth Tubbs (Chair) · Jaylyn Hawks (Vice Chair)
Chris Baird · Ken Ballantyne · A. Lynn Jackson
Mary McGann · Rory Paxman

August 16, 2016

Honorable Congressmen Rob Bishop and Jason Chaffetz
c/o Casey Snider and Fred Ferguson
Casey.Snider@mail.house.gov
Fred.Ferguson@mail.house.gov

Dear Congressmen Bishop and Chaffetz;

Thank you again for providing an opportunity for Grand County to participate in the Public Lands Initiative.

There are numerous areas where the introduced Bill departs from the recommendations forwarded to you. In General, Grand County stands by the recommendations as originally presented. Insofar as these were developed with the input of a variety of stakeholders, partners, and citizens, we feel the knowledge and interest of the entities and individuals on the ground should carry the greatest weight. To this end we can not support the legislation as introduced and offer the below concerns for possible amendment.

There are parts of the introduced Bill which are a major departure from our submission that we feel require special mention. These are as follows:

1. The entire NW side of the Colorado River canyon daily boating section, which is currently protected by the three rivers withdrawal, is eliminated from the Colorado River NCA. Grand Co. requests that the NCA boundary reflect the current boundary of the three rivers withdrawal as was presented in Grand Co.'s recommendations. Both sides of the Colorado River canyon deserve protection and are vital to the local economy.

2. Several cherry stemmed routes in E. Arches, The Book Cliffs, and Labyrinth wilderness are not currently open in the BLM/County's travel plan. Grand Co. requests that only routes which are currently open in the travel plan be cherry stemmed as per our original recommendations.

3. A previous SITLA parcel that was traded out of Millcreek Canyon and is now BLM land is not currently incorporated into the eastern portion of the proposed Millcreek wilderness area. Likewise, a sizeable area of the eastern portion of William Grandstaff wilderness has been removed. Grand Co. requests that the boundaries of these wilderness areas reflect our recommendations.

4. The County Council voted against including Antiquities Act exemptions. Grand Co. objects to the companion bill.

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5. The County Council has officially expressed their support for the Master Leasing Plan (MLP). Grand Co. requests that areas that fall within the MLP but fall outside of any PLI designation be managed by the local field office as per the provisions of the MLP.

6. "Title XI – Long-Term Energy Development Certainty In Utah" is unacceptable to Grand Co. Grand Co. requests that this entire section be removed from the legislation. The BLM should maintain permitting control and primacy for their lands.

7. Nearly 34,000 acres of SITLA trade-ins are located outside of Grand Co.'s designated trade-in area. Of notable objection are parcels located around Mineral, Hell Roaring, and Ten Mile Canyons. As well as a trade-in adjacent to existing tar sands leases in northern Grand Co.

8. The upper half of Ten Mile Canyon has been included in the Dee Pass recreation area. While Grand Co. has approved existing motorized routes in upper Ten Mile Canyon, this is a sensitive riparian area and not suitable for further expansion. We request that the boundaries of the Dee Pass recreation area reflect our recommendations.

9. "Section 1302. Bighorn Sheep" is unacceptable to Grand Co. It is essential that domestic livestock and Bighorn sheep be separated. Domestic livestock disease is a leading cause of decline in Bighorn sheep populations.

We look forward to continuing to work with you on developing a bill that honors the work of the many stakeholders and ultimately produces a bill which Grand County can fully support.

Respectfully,

Elizabeth A. Tubbs, Chair
Grand County Council

cc: Congressman Chaffetz, c/o Wade Garrett, Wade.Garrett@mail.house.gov
cc: Nikki Buffa, nicole_buffa@ios.doi.gov
cc: Grand County Council

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GRAND COUNTY
MUNICIPAL BUILDING AUTHORITY
SPECIAL MEETING

Grand County Council Chambers
125 East Center Street, Moab, Utah

AGENDA
Tuesday, August 16, 2016

3:30 p.m.

- ❑ **Call to Order**
- ❑ **Pledge of Allegiance**
- ❑ **Approval of Minutes** (Diana Carroll, Secretary)
  - A. June 7, 2016 (Municipal Building Authority Special Meeting)
- ❑ **Presentations** (none)
- ❑ **Discussion Items** (none)
- ❑ **Action Items**
  - B. Approving proposed contract award of construction of the new jail remodel (Sheriff White, Veronica Bullock, Jail Commander and Rick Bailey, Emergency Management Director)
- ❑ **Public Hearings – Possible Action Items** (none)
- ❑ **Closed Session(s)** (if necessary)
- ❑ **Adjourn**

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GRAND COUNTY MUNICIPAL BUILDING AUTHORITY MEETING

Grand County Council Chambers
125 East Center Street
Moab, Utah

June 7, 2016

The Grand County Municipal Building Authority met in special session on the above date in the Council Chambers of the Grand County Courthouse located at 125 East Center Street, Moab, Utah. President Elizabeth Tubbs called the meeting to order at 6:55 p.m. In attendance were Board Members Elizabeth Tubbs, Chris Baird, Jaylyn Hawks, Lynn Jackson, Rory Paxman, Ken Ballantyne, and Mary McGann along with Secretary Diana Carroll and Council Administrator Ruth Dillon. The Pledge of Allegence was led by Bob O'Brien.

Approval of Minutes (Diana Carroll, Secretary)
A. March 15, 2016 (Municipal Building Authority Special Meeting)
B. March 15, 2016
C. May 17, 2016

MOTION: Motion by Board Member Chris Bairs to approve the above minutes as presented. Motion seconded by Board Member Mary McGann carried 7 – 0.

Public Hearings – Possible Action Items:
D. Ratifying the President's Signature on a Revised application to the Utah State Community Impact Board for funding the remodeling of the existing Grand County Airport Terminal Building at Canyonlands Field Airport (Judd Hill, Airport Manager)

MOTION: Motion by Council Member Mary McGann to ratify the President's signature on a revised application to the Utah State Community Impact Board for funding the remodeling of the exiting Grand County Airport Terminal Building at Canyonlands Field Airport and authorize the President's signature on all associated documents. Motion seconded by Board Member Chris Baird carried 7 – 0.

Adjourn
The meeting was adjourned at 4:05 p.m.

_____
Grand County Municipal Building Authority
President
Elizabeth Tubbs

ATTEST:

_____
Grand County Municipal Building Authority Secretary
Diana Carroll

AGENDA SUMMARY **GRAND COUNTY COUNCIL MEETING** AUGUST 16, 2016	
TITLE:	Approving proposed contract award of construction of the new jail remodel
FISCAL IMPACT:	
PRESENTER(S):	Steven M White, Grand County Sheriff, Veronica Bullock, Jail Commander and Rick M. Bailey, Grand County Emergency Management Director

Prepared By:
RICK M. BAILEY
GRAND COUNTY
EMERGENCY
MANAGEMENT
DIRECTOR

FOR OFFICE USE ONLY:
Attorney Review:

RECOMMENDATION:
I make a motion to approve _____as the construction manager/general contractor for the remodeling project involving the Grand County Jail and Dispatch and authorize the Chair to sign all associated paperwork.

BACKGROUND:
A Request for Proposal (RFP) was posted in July 2016. A total of 7 firms showed some interest in the project. Three firms submitted RFP for the project. The firms are:

Asset Engineering Limited of Grand Junction, Colorado
Ascent Construction of Centerville, Utah
Hogan and Associates of Centerville, Utah

A committee of nine individuals reviewed all of the proposals and scored them independently. Members of the committee were:

Sheriff Steven White
Lt. Veronica Bullock
Diana Carroll
Marvin Day
Jeff Whitney
Matt Ceniceros
Ralph Stanislaw
Rob Childs
Rick Bailey

The summary of the scores is attached to this summary.

ATTACHMENT(S)
Notice to bid
Request for Proposals and Addendums
Financial Bidding Sheet
Scoring Sheet
Summary of Evaluation of RFPs

Notice To Contractors – Request for Proposals

Request for Proposals (RFPs) will be received at the Grand County Clerk's Office until 5:00 p.m. on Friday, August 5, 2016, at which time and place all RFPs will be publicly opened and read for Construction Management Services for the renovation of the Grand County Jail and Dispatch located at 125 East Center Street, Moab, Utah.

Complete RFPs instructions and requirements are available at the Grand County Sheriff's Office at 25 South 100 East, Moab, Utah or online at www.grandcountyutah.net. For more information call 435 259-1310 or email rbailey@grandcountysheriff.org Grand County reserves the right to reject any or all proposals, to waive informality in any proposal, which in the opinion of the Grand County Council shall best serve the interest of Grand County. Send proposals to Grand County Clerk/Auditors Office, 125 E. Center St, Moab, UT 84532, clearly marked on the outside of the envelope "CM – Grand County Jail Remodel"

Witness my hand and seal this 29 day of June, 2016.
/s/Diana Carroll, County Clerk/Auditor
Published in the Times Independent, Moab, Utah July 7 and 14, 2016

REQUEST FOR PROPOSALS

GRAND COUNTY
UTAH

For

CONSTRUCTION MANAGEMENT GENERAL CONTRACTORS SERVICES

FOR THE
REMODELING OF THE GRAND COUNTY JAIL AND DISPATCH CENTER

PROPOSALS MUST BE SUBMITTED BY
5:00 P.M. ON FRIDAY, AUGUST 5, 2016
RESPONSES RECEIVED AFTER THE DUE DATE
AND TIME WILL NOT BE EVALUATED

Date of Issue June 29, 2016
Update July 14, 2016

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I. REQUEST FOR PROPOSALS

Grand County proposes to retain a qualified firm for the Construction Management General Contractor (CMGC) services for the remodeling of the Grand County Jail and Dispatch Center. Interested parties are invited to submit proposals for the County's consideration to the Grand County Clerk/Auditor Office, 125 E. Center Street, Moab, Utah 84532 by 5:00 PM on Friday, August 5, 2016. Proposals shall be clearly marked on the outside of the envelope "CM – Grand County Jail Remodel".

RFP documents may be obtained from the Project Manager, Rick M. Bailey, by contacting him at rbailey@grandcountysheriff.org or 435-259-1310.

Any questions regarding this RFP should be addressed to Rick M. Bailey, County's Project Manager, through email only, rbailey@grandcountysheriff.org. Any questions answered during the proposal period, if said answers affect the essence of the proposal, will be incorporated in an addendum, which will be posted on the County's website, www.grandcountyutah.net.

The County reserves the right to reject any or all proposals, to waive informality in any proposal, which in the opinion of the Grand County Council shall best serve the interest of Grand County.

II. DEFINITIONS

For the purposes of this Request for Proposals (RFP):

Firm shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

County shall mean Grand County and any staff, elected officials, and/or appointed committee members.

III. PROJECT DESCRIPTION

Grand County Jail and Dispatch Remodel

- The project location is 125 E. Center Street, Moab, Utah.
- The project time frame for this project is for construction to begin in the summer of 2016.
- Construction work is anticipated to last 12-15 months.
- The projected budget for this entire project, including design, engineering, site work, building construction, and equipment has been established at $4,900,000 inclusive of all contingencies.
- Architectural services for this project have been provided by Archiplex Group. Contact at the firm is Ralph Stanislaw, AIA, LEED AP+. Contact information is as follows:

Archiplex Group
255 Crossroad Square
Salt Lake City, Utah 84115
(801) 961-7070 Office Telephone
(801) 961-7373 Office Fax
Ralph.stanislaw@archiplexgroup.com

- Copies of the architectural drawings are available for purchase from Archiplex Group. No reimbursement for drawings.

IV. SCOPE OF SERVICES

The Firm will provide the County with following services during the project duration:

A. Generally

The CM/GC accepts the relationship of trust and confidence established by this Agreement and covenants with the County as follows:

Cooperation – To cooperate with the County, as well as the Architect/Engineer (A/E) that has been selected by the County for the design services for the Project;

Best Skills, Efforts, and Judgement – Use the CM/GC's best skills, efforts and judgements in furthering the interest of County;

Efficient Business Administration and Supervision – To furnish efficient business administration and supervision;

Perform the Services and Work – To furnish at all times an adequate supply of workers, the appropriate materials and equipment, and perform the Services and Work in the best and most expeditious manner in accordance with the Contract Documents; and

Inspection and Approval – The Work shall be subject to inspection and approval by the County's authorized representatives, including State of Utah correctional officials, Utah Sheriff Association Jail Standards officials and other authorized representatives.

B. Pre-Construction Services

1. Design team oversight and management – Already completed
2. Participation in design review meetings with the Owner and A/E consultants – Already Completed
3. Roles/Responsibilities Coordination (contracts)
4. Total Program Budget Management – Already Completed
5. "DETAILED" Construction Cost Estimating (front end cost decisions on project components) – Already Completed
6. Constructability/Engineering Peer Reviews – Already Completed
7. Value Engineering

8. Master Schedule Development and Maintenance
9. Construction Schedule Development
10. IT/Data/Audio Visual/Phone/Security Coordination
11. FFE Coordination
12. Site Logistics Planning and Construction Planning

C. Bidding Services

1. Utah State Statutes Compliance
2. Agency and Regulatory Review Coordination
3. Public Advertising/Bidding/Procurement Coordination
4. Conduct Pre-Bid Meeting
5. Bidder interface/question management
6. Sub-contractor evaluations/reviews with City Staff
7. Owner/sub-contractor contract reviews
8. Firm to provide ceremonial shovels, hard hats, project signage for ceremonial ground breaking, if required

D. Construction Services

1. Weekly construction progress meetings
2. Keep and distribute meeting minutes follow each meeting
3. On-site inspection, coordination, and oversight of sub-contractor work
4. On-site office facilities for firm
5. Site security/site access planning
6. Establish and maintain quality control and quality assurance standards
7. Request for Information, shop drawing and submittal management
8. Weekly productivity logs and weather monitoring
9. Master schedule management
10. Ongoing three week "look ahead" schedule development
11. Change order management
12. Claim resolution (vet and verify claims/change orders
13. Safety monitoring
14. Coordination of Owner procured items
15. Pay application management and record keeping
16. 3rd Party testing coordination
17. Furniture, phone, data coordination
18. Punch list coordination
19. System training/testing coordination
20. Close-out process management
21. Move-in coordination
22. One (1) Year warranty oversight

V. AWARD OF CONTRACT

In general, to be awarded a contract with the County, a Firm must meet the minimum specifications as required. Contracts shall be awarded to the Firm determined to be best

qualified to meet the County's needs and will offer will the County the highest quality services at the most competitive price. The County will provide the agreement (see attached Sample Agreement). The Firm understands that this RFP does not constitute an agreement or a contract with the Firm. An official contract or agreement is not binding until proposals are reviewed and accepted by the County and a written agreement is approved by the Grand County Council and the successful Firm.

VI. SELECTION PROCESS

A. The County intends to award the contract to a qualified firm that best demonstrates the commitment and application of experience, resources, and methods to the unique construction requirements, as well as the cost and schedule objectives.

B. Your response to this RFP will be used to evaluate your firm's qualifications, those of your proposed project team members, and the suitability of your indicated approach or plan for the project.

C. Upon receipt of the proposals, Grand County will first verify that the following prerequisites are met. Those firms that do not meet these prerequisites will not be considered. In addition, if it is later determined that a misrepresentation has been made by the selected firm, the County maintains the right to immediately terminate the Firm's contact without penalty.

D. Prerequisites

1. The Firm and the Firm's project manager assigned to this project must have municipal project experience within the last five (5) years.
2. The Firm must have experience on a minimum of three (3) assignments serving as the project manager on publicly financed municipal projects in the last five (5) years.
3. The Firm's proposed project manager must have experience serving publicly financed municipal projects in the last five (5) years.
4. The Firm must be able to establish the firm's financial viability.
5. The Firm must adhere to the Federal Work Authorization Program – ("FWAP") and all applicable Federal, State and local laws.

E. Evaluation Criteria

- Firm's qualification and those of in-house personnel who will manage the project, including specialized experience and technical competence relative to the needs of the County. Consideration will be given to experience in constructing public works facilities; (10 points); additional consideration will be given to experience in constructing correction facilities, jails, detention facilities etc.; (25 points)
- Demonstrated capacity and capability of the firm to perform the work of comparable design, scope, and complexity, and particularly the work in question, including specialized services; (25 points); additional consideration will be given to knowledge and understanding of this particular project; (15 points)

- References from clients for whom project management services have been performed, including a past record of performance of the firm with respect to cost control, quality of work and the ability to meet tight schedules; (20 points); and
- Demonstration of successful management systems that have been employed by the firm for purposes of estimating, scheduling, and controlling cost; (10 points); and
- Proposed timeline, including firm's commitment to fast track this project (10 points); and
- Financial strength of the firm. (10 points); and
- Demonstration of successful management and knowledge of local building issues, concerns, costs, availability of using local sub-contractors, businesses, firms, individuals; (10 points).
- Total Points Available: 130
- Fee for Construction Management General Contractor services to be submitted in a separate sealed envelope.

F. From the complete group of submitting firms, the committee may select a limited number of firms as finalist, depending on the number of qualified proposals received. Finalists may then be asked to make a thirty (30) minute formal presentation and respond to oral questions from the committee. Presentation and questions shall be limited to no more than forty-five (45) minutes total.

G. The final rankings will be compiled following the oral presentation, if held. Grand County intends to award the contract to the best qualified, responsive, and responsible firm, taking into consideration all the noted prerequisites and criteria, and assuming successful negotiation of a contract for construction general contractor services. The County reserves the right to reject any or all submissions.

VII. COSTS INCURRED IN RESPONDING

All costs directly and indirectly related to the preparation of a response to the RFP shall be the sole responsibility of each firm. Firms should prepare their proposals simply and economically, providing a straightforward and concise description of the Firm's ability to meet the requirements of the RFP.

VIII. PROPOSAL FORMAT

Responses to this RFP should follow the below format. Responses should be specific and precise with adequate detail to accurately describe your qualifications and proposal. Limit your responses to the information requested by each section. Any additional information that you wish to submit should be included in a separate section marked "Supplemental Information". Supplemental information must be included in the maximum number of pages allowed by the RFP.

A. Prerequisites:

1. Complete and include Appendix A (may include additional projects on separate sheet).
2. On a separate sheet, provide the following information for ALL projects listed in APPENDIX A:
    - Client Name and Address
    - Project Name
    - Description of Project
    - Value and Schedule of Project
    - Contact Person
    - Contact Information

B. General Company Qualifications:

Provide the following general information regarding your firm and its qualifications for this project.

1. Brief history and general overview of your company. Include the total number of employees at your firm, a breakdown of your staff by project role (i.e. number of project managers, project engineers, superintendents, etc.). and information relative to the financial strength of your company
2. Provide a list of references for municipal, county or state owners who have used your construction management/general contractor services more than once.
3. Provide information on your firm's current insurance coverage, including insurance limits for various types of insurance.
4. List your firm's project claims record Include firm disputes with public owners and any contractor claims) for each of the past five (5) years.

C. Firm's Related Experience

1. List in Appendix A all projects your organization has completed in the past five (5) years (or is currently working on) as a Construction Manger General Contractor for a city, county, or state entity. Do not include work completed by a sister and/or affiliated company.
2. Select three projects from this list of projects and specifically relate how your experience with these projects will be applied in execution of this project.

D. Project Team:

1. Provide a proposed organization chart showing key project positions identified by title and showing lines of authority/responsibility and communication. Provide the name of each individual that your firm recommends for key project positions (i.e. project manager, superintendent, project engineers, etc.)

2. Provide resumes of key personnel with a description of the roles they will assume on this project, a list of their related project experience and their experience providing construction management services.

E. Project Management Plan

Provide a management plan that sufficiently defines your management and technical approach to the project. Include in your response the following:

1. Describe your firm's contracting/purchasing organization and techniques and how they will be employed in the execution of this project, including details of contracting procedures (e.g., selection of bidders, bid review, subcontract award and subcontract administration).
2. Describe your firm's cost estimating and cost control organization and techniques and how they will be employed in the execution of this project.
3. Submit an explanation of your firm's organization and techniques and how they will be employed in the performance of this project.
4. How does your firm approach value engineering and how will they be applied to this project?
5. Submit your work plan to provide quality assurance and control for this project throughout the pre-construction and construction phases.
6. Describe your procedures for reviewing and processing of shop drawings and other submittals.
7. Describe your procedures for processing change orders, including review and auditing of subcontractor pricing.

F. Submission/Withdrawal Instructions

The maximum pages (sheets) shall not exceed thirty (30).

Interested Firms should **submit one original and six (6) copies of their proposals no later than 5:00 P.M. August 5, 2016** to:

Diana Carroll
Grand County Clerk/Auditor
125 E. Center Street
Moab, Utah 84532

Proposals shall be submitted in a sealed envelope, clearly marked on the outside of the envelope "**CM – Grand County Jail Remodel**". The County shall not be responsible for late delivery of a proposal. Late proposals will not be considered and will be returned to the Firm unopened. No faxed or email proposals will be accepted.

Firms may withdraw their proposals by notifying the County in writing or email to rbailey@grandcountysheriff.org at any time prior the opening. Proposals, once opened, become the property of the County and will not be returned to the Firms. Upon opening, proposals become "public records" and shall be subject to public disclosure.

IX. CONTRACT AND PROPOSAL INFORMATION

Submitting a proposal acknowledges your firm has read, understands, and agrees to be bound by and fulfill the terms and conditions of this solicitation.

A. Firm Pricing: All prices, quotes, or proposals are to remain firm for ninety (90) days after the opening date, unless a different period is stated in the County's RFP. Any proposal, which does not offer to remain firm for the required period, may be considered to be non-responsive.

B. Laws of the State of Utah: All contracts made pursuant to acceptance of the offeror's proposal will be interpreted, construed, and given effect according to the laws of the State of Utah and the Ordinance of Grand County, Utah. No contract will be assigned, in whole or in part, without the written consent of the County.

C. Licensing: All applicable federal, state and local licenses must be acquired before the contract is entered into. Licenses must be maintained throughout the entire contract period.

   Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.

D. Public Domain: Offerors are advised that Utah law and City ordinances provide that, upon full execution of a contract subsequent to an RFP, the contents of the awarded proposal accepted by the County shall be subject to public disclosure and may become public records subject to examination by any interested parties in accordance to the Government Records Access Management Act (GRAMA), Utah Code Ann. 63-2-101 et seq. and County ordinance. Trade secrets and proprietary information, recognized by the County as such, may be protected from public disclosure if offeror clearly identifies, in writing, any part of their proposals which they claim to be proprietary. All materials submitted by an offeror in response to the County's RFP will become property of the County upon delivery and will manage in accordance with GRAMA.

   Offerors may mark any specific information contained in their proposal which they wish considered as proprietary and not to be disclosed to the public. All proposals submitted become the property of the County and will not be returned.

   The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsubsection 63G-2-305, provides in part that:

   The following records are protected if properly classified by a governmental entity:

   (1) Trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Nosiness Confidentiality Claims);

   (2) Commercial information or non-individual financial information obtained from a person if:

   (a) Disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future\;

   (b) The person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

   (c) The person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;

*****

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed; ....

GRAMA provides that trade secrets, commercial information or non-individual financial Information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the bidder must:

1. Provide a written Claim of Business *Confidentiality at the time the information (proposal) is provided to Grand County*, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1).
3. Submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy much clearly be marked: Redacted Version".

A Claim of Business Confidentiality may be appropriate for information such a client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

http://www.purchasing.utah.gov/contract/documents/confidentialityclaimforms.doc

To ensure the information is protected, the bidder must clearly identify in the Executive Summary and in the body of the proposal any specific information for which a bidder claims business confidentiality protection as "PROTECTED".

All materials shall become property of Grand County, Utah. Materials may be evaluated by anyone designated by Grand County. As part of the proposal evaluation committee. Informative materials submitted may be returned only at Grand County's option.

E. Cover Letter: The proposal shall have a cover letter indicating the offer's willingness to enter into an agreement with Grand County. Am officer of the company who has the authority to commit their firm to the proposed project must sign this letter. Proposals will include the full name, legal status, (corporation, state of incorporation, partnership, proprietorship, etc.) business address of the offeror, and telephone number. Please include one or two **e-mail addresses where you could be notified of an oral interview should one be offered**. The proposal will be signed, in ink; by a principal and his/her business title will be included in the signature element in either type or print. Penciled signatures or notation will not be accepted.

F. Inquiries: All inquiries relating to the specifications or proposal procedure should be directed to Rick M. Bailey, Project Manager at rbailey@grandcountysheriff.org. **Do not contact the agency, division, department, or other County officers or employees.**

G. Cost: All costs associated with the preparation of the proposal, as well as any other related materials and delivery, will be borne by the offeror. All proposals become the property of Grand County, Utah. Grand County will not be responsible for said costs in any event, including, but not limited to, termination of the project in whole or in part, rejection of the proposals as non-responsive, or rejection of the offer as non-responsible.

H. Changes or Modifications: Any changes or modification to the Request for Proposal will be accomplished in writing by addendum. Offerors submitting a proposal based on any information other than which is contained in the County's REF, or any addendum thereto, does so at their own risk. All addenda must be acknowledged.

I. Receiving Proposals: The County Clerk/Auditor will administer receipt of all proposals and opening of the same. Proposals will be held, unopened, by the County Clerk/Auditor in the same condition as received if delivered prior to the date and closing time designated in the RFPs. After the closing time, only the identity of each offeror will be made public. If only one proposal is received in response to the County's request, the County's {purchasing Agency many recommend an award of a contact to the single offeror if the proposal is responsive. Alternatively, if time permits, the Purchasing Agent may re-solicit for the purpose of obtaining additional proposals. Offerors are advised that no contract will be formed with the County until a proposal is accepted by the County Council and the contract is signed by all parties.

J. Modifying or Withdrawing Proposals: Offerors may modify or withdraw their proposals at any time prior to closing time. The County requests that any desire to retrieve a proposal for the purpose of withdrawing or to modify a proposal must be submitted in a written request to the Purchasing Agent. Offerors may withdraw their offer if the County and Offeror cannot agree on contract terms.

K. Rejection of Proposals: The County reserves the right to reject any or all proposals, to accept any proposal in total or in part unless the offeror clearly states in its proposal that acceptance must be on an "all or none" basis, to waive any minor irregularity or technical error in the form of proposals or in compliance with the instructions to proposers, and to stop the selection process at any time it is considered to be in the best interests of the County. Any proposal containing significant deviations from the specifications of the REFP will be rejected as non-responsive. Offerors claiming minor irregularities or technical errors must assume the burden of identifying them and justifying them to the County in order for the proposal to receive consideration.

L. Independent Contractors: Offerors agree that if they enter into a contract with Grand County they are independent contractors and have no authority, express or implied, to

bind the County to any agreements, settlements, liability, or understanding whatsoever **with any third party.**

M. Free and Competitive Bidding: Any agreement or collusion among prospective offerors to fix a price or limit competition shall render the proposal void and such conduct shall be unlawful and subject to criminal sanction. Proposers certify that neither proposer nor anyone in its firm or company has either directly or indirectly restrained free and competitive bidding, participated in any collusion, or otherwise taken any action unauthorized by Grand County ordinances or applicable law.

N. **Insurance:** If awarded the contract, offerors will, at their sole cost and expense, secured and maintain during the term of the of the contract, including all renewal or additional terms, the following minimum insurance coverage:

X. GENERAL INSURANCE REQUIREMENT FOR ALL POLICIES

1. Any insurance coverage required herein that is written on a "claims Made: for rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the terms of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.

2. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:
   (a) Currently rated A- or better by A.M. Best Company;

   -OR-

   (b) Listed in the United States Treasury Department's current *Listing of Approved Sureties (department Circular 570), as amended.*

3. Offerors will furnish certificates of insurance, acceptable to the County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

4. In the event any work is subcontracted, offerors will require their subcontractors, at no cost to the County, to secure and maintain all minimum insurance coverages as required hereafter.

5. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the offeror will provide a new certification of insurance within thirty (30) days after being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable by the County.

6. All required certificates and polices shall provide the coverage there under shall not be canceled or modified without providing thirty (30) days prior written notice to the County in a manner approved by the County Attorney.

7. In the event the offeror (if awarded the contract) fails to maintain and keep in force any insurance policies as required, County shall have the right at its sole discretion to obtain such coverage and reduce payments under the contract for the cost of said insurance.

REQUIRED INSURANCE POLICIES.

Offeror will be required to secure and maintain the following policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

8. Worker' compensation and employer's liability insurance as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as s sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, the offeror will require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

9. Commercial general liability insurance on a current form with the County as an additional insured, in the minimum amount of $1,000,000 per occurrence with a $2,000,000 general policy aggregate and $2,000,000 products completed operations policy aggregate. The policy shall protect the County, the offeror, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims from property damage that many arise from performance under the contract, whether performed by the successful offeror, any subcontractors, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premise operations, acts of independent contractors, and completed operations.

10. Professional liability insurance in the minimum amount of $2,000,000 per occurrence with a $2,000,000 annual policy aggregate limit.

11. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with the County as an additional insured, in the minimum amount of $1,000,000 per occurrence.

O. Indemnification: Offerors will agree to indemnify, hold harmless and defend the County, its officers, agents, and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or

damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by offeror, its agents, representatives, officers, employees or subcontractors in the performance of the contract if awarded to offeror.

P. Termination: The County may terminate the contract at any time it deems such termination to be in the public interest or for pubic convenience by giving written notice at least thirty (3) days prior to the desired termination date unless otherwise provided for in the contract.

Q. Conflict of Interest: Any officer, employee, agent, representative, or member of the council, board, committee, commission of the county must disclose any interest or conflict that have in their proposal as required by the Utah Public Officer's and Employee's Ethics Act, Utah Code Ann., 67-16-1, et seq.

R. Infringement: An offeror shall not infringe on patents, copyrights, trademarks, or intellectual property rights. The consequences from violation, including costs of defending a claim and indemnification from an action of claim by a third party shall be borne by the offeror.

S. Protests: Persons who are aggrieved by the written specifications or recommended award may protest to the Purchasing Agent. A protest in regard to the specifications shall be submitted, in writing, prior to the proposal closing date. All other protests shall be submitted, in writing, within five (5) working days after the aggrieved person knows or should have known of the recommended award. Protest letter should specifically state completely the facts which constitute error in the specifications or the intent to aware and the desired remedy.

APPENDIX A
CONSTRUCTION MANAGEMENT GENERAL CONTRACTOR PREREQUISTIES

Name of Firm: _____

Address: _____

1. Has you firm completed a municipal construction project in the past five (5) years?
YES NO If, so list them below:

A. Municipality _____

Facility Name _____

B. Municipality _____

Facility Name _____

C. Municipality _____

Facility Name _____

2. Has your proposed Project Manager managed a municipal or public project in the last five years?
YES NO If, so, list them below:

A. Municipality _____

Facility Name _____

B. Municipality _____

Facility Name _____

C. Municipality _____

Facility Name _____

3. Has your firms served as a Construction Manager on at least three (3) publicly funded projects in the last five (5) years?
YES NO if so, list them below:

A. Client/Facility Name: _____

Value/Year Completed: _____

B. Client/Facility Name: _____

Value/Year Completed: _____

D. Client/Facility Name: _____

Value/Year Completed: _____

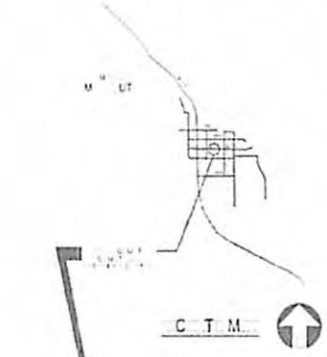
Notice To Contractors – Request for Proposals

Request for Proposals (RFPs) will be received at the Grand County Clerk's Office until 5:00 p.m. on Friday, August 5, 2016, at which time and place all RFPs will be publicly opened and read for Construction Management Services for the renovation of the Grand County Jail and Dispatch located at 125 East Center Street, Moab, Utah.

Complete RFPs instructions and requirements are available at the Grand County Sheriff's Office at 25 South 100 East, Moab, Utah or online at www.grandcountyutah.net. For more information call 435 259-1310 or email rbailey@grandcountysheriff.org Grand County reserves the right to reject any or all proposals, to waive informality in any proposal, which in the opinion of the Grand County Council shall best serve the interest of Grand County. Send proposals to Grand County Clerk/Auditors Office, 125 E. Center St, Moab, UT 84532, clearly marked on the outside of the envelope "CM – Grand County Jail Remodel"

Witness my hand and seal this 29 day of June, 2016.
/s/Diana Carroll, County Clerk/Auditor
Published in the Times Independent, Moab, Utah July 7 and 14, 2016

GRAND COUNTY
COURT AND DETENTION FACIILTY
REMODEL
125 E CENTER STREET
MOAB, UTAH 84532



rand County Court and etention acility
125 Center Street
Moa , UT 84532

JUNE 2016
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CODE ANALYSIS

CLIENT
GRAND COUNTY
COURT AND DETENTION
FACILITY REMODEL
MOAB, UT

DESIGNER
ARCHIPLEX GROUP
architecture · sustainability · design services

CONSULTANTS
STRUCTURAL
MECHANICAL
ELECTRICAL
SPECTRUM ENGINEERS
CIVIL
GOFF

REGISTRATION

ISSUE

MARK	DATE	DESCRIPTION

PROJECT NO:	1514.02
DRAWN BY:	R.CHALDS
CHECKED BY:	R.STANISLAW
SCALE:	AS INDICATED
DATE:	JUNE 30, 2016

KEY PLAN

SHEET TITLE
COVER SHEET

G000

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AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the day of
in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

and the Construction Manager:
(Name, legal status and address)

for the following Project:
(Name and address or location)

The Architect:
(Name, legal status and address)

The Owner's Designated Representative:
(Name, address and other information)

The Construction Manager's Designated Representative:
(Name, address and other information)

The Architect's Designated Representative:
(Name, address and other information)

The Owner and Construction Manager agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Sample

Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of

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the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

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§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

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§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

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§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services
Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials
Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES
§ 3.1 Information and Services Required of the Owner
§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and

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information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™–2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

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§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

Init.

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§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

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§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.
(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

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§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

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.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
.2 Expenses of the Construction Manager's principal office and offices other than the site office;
.3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
.4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
.5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
.6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
.8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

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§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Construction Manager's Fee, less retainage of percent (%). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of percent (%) from that portion of the Work that the Construction Manager self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

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§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

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§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount ($0.00)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without

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cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

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ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A201™–2007, General Conditions of the Contract for Construction

.3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

.5 Other documents:
(List other documents, if any, forming part of the Agreement.)

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This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	CONSTRUCTION MANAGER *(Signature)*
(Printed name and title)	*(Printed name and title)*

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Sample

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ADDENDUM NUMBER ONE

GRAND COUNTY CM/GC RFP

GRAND COUNTY JAIL AND DISPATCH REMODEL

July 26, 2016

Grand County Jail and Dispatch Center RFP for Construction Management Services under VI Selection Process Section E is requesting a fee be submitted in a separate sealed envelope. To clarify, this fixed GC fee percentage of the Cost of the Work will cover the CM's profit and overhead and will be the basis of compensation applied to all aspects of the work by the CM, including the base contract amount, change orders, and reimbursable costs & fees and preconstruction services (if required). This fee is exclusive of General Conditions and bonding and insurance costs.

ADDENDUM NUMBER TWO

GRAND COUNTY CM/GC RFP

GRAND COUNTY JAIL AND DISPATCH REMODEL

August 1, 2016

1. There is no change in the RFP schedule.
2. Construction documents will be provided to the successful proposer following the project award.
3. In addition, proposers are to complete the attached fee table (based upon a project cost of $4,900,000) to assist the County in evaluating their proposal, to be submitted in a separate sealed envelope.

FEE TABLE

GRAND COUNTY CM/GC RFP

GRAND COUNTY JAIL AND DISPATCH REMODEL

Proposed Value:	Description:
_____%	**CM/GC FEE %(OF THE COST OF THE WORK)** To include: CM's profit and overhead and will be the basis of compensation applied to all aspects of the work by the CM, including the base contract amount, change orders, and reimbursable costs & fees and preconstruction services (if required). This fee is exclusive of General Conditions and bonding and insurance costs (see below).
$_____ OR _____%	**GENERAL CONDITIONS INCLUDING:** Permits/Fees Construction Sign Survey Mobilization Field Office Expense/ Rental Supervision Project Manager Truck Allowance Power / Temp Electric Temp Elec Utility Phone, Mail, pager Computer on-site Water Toilet Dumpster Rental Clean-up / General Labor Final Cleaning -New Const Final Cleaning - Remodel Photo Temp Fence Snow Removal / Heating Safety / Fire CPM Schedule As-built drawings O&M Manuals Plan Purchase Misc. items not listed above
$_____	**ADDITIONAL:**
$_____	Bonds
$_____	Insurance, Builders Risk & Liability

SCORING SHEET

EVALUATOR	ASCENT CONSTRUCTION	ASSET ENGINEERING	HOGAN AND ASSOCIATES
1	102	97	126
2	94	83	128
3	83	64	124
4	100	94	123
5	98	78	115
6	93	93	123
7	83	78	133
8	91	60	121
9	97	79	129
TOTAL	739	629	996
POSSIBLE	1215	1215	1215
DIFFERENCE	476	586	219
PERCENT	60%	51%	81%

GRAND COUNTY JAIL AND DISPATCH REMODEL

CR/GC EVALUATION

EVALUATOR: _____ **Firm: HOGAN AND ASSOCIATES**

Firm's qualifications and those of in house personnel who will manage the project, including specialized experience and technical competence relative to the needs of the County. Consideration will be given to experience in constructing public work facilities

10 Total Points _____

Additional Consideration will be given to experience in constructing correctional facilities, jails, detention facilities, etc.

25 Total Points _____

Demonstrated capacity and capability of the firm to perform the work of comparable design, scope, and complexity, and particular the work in question, including specialized services/

25 Total Points _____

Additional consideration will be given to knowledge and understanding of this particular project.

15 Total Points _____

References from clients for whom project management services have been performed, including a past record of performance of the firm with respect to cost control, quality of work and the ability to meet tight schedules.

20 Total Points _____

Demonstration of successful management systems that have been employed by the firm for purposes of estimating, scheduling, and controlling cost.

10 Total Points _____

Proposed timeline, including firm's commitment to fast track this project.

10 Total Points _____

Financial Strength of the firm

10 Total Points _____

Demonstration of successful management and knowledge of local building issues, concerns, costs, availability of using local sub-contractors, business, firms, individuals.

10 Total Points _____

GRAND TOTAL _____

GRAND COUNTY JAIL AND DISPATCH REMODEL

CR/GC EVALUATION

EVALUATOR: _____ **Firm: ASCENT CONSTRUCTION**

Firm's qualifications and those of in house personnel who will manage the project, including specialized experience and technical competence relative to the needs of the County. Consideration will be given to experience in constructing public work facilities

10 Total Points _____

Additional Consideration will be given to experience in constructing correctional facilities, jails, detention facilities, etc.

25 Total Points _____

Demonstrated capacity and capability of the firm to perform the work of comparable design, scope, and complexity, and particular the work in question, including specialized services/

25 Total Points _____

Additional consideration will be given to knowledge and understanding of this particular project.

15 Total Points _____

References from clients for whom project management services have been performed, including a past record of performance of the firm with respect to cost control, quality of work and the ability to meet tight schedules.

20 Total Points _____

Demonstration of successful management systems that have been employed by the firm for purposes of estimating, scheduling, and controlling cost.

10 Total Points _____

Proposed timeline, including firm's commitment to fast track this project.

10 Total Points _____

Financial Strength of the firm

10 Total Points _____

Demonstration of successful management and knowledge of local building issues, concerns, costs, availability of using local sub-contractors, business, firms, individuals.

10 Total Points _____

GRAND TOTAL _____

GRAND COUNTY JAIL AND DISPATCH REMODEL

CR/GC EVALUATION

EVALUATOR: _____ **Firm: ASSET ENGINEERING**

Firm's qualifications and those of in house personnel who will manage the project, including specialized experience and technical competence relative to the needs of the County. Consideration will be given to experience in constructing public work facilities

10 Total Points _____

Additional Consideration will be given to experience in constructing correctional facilities, jails, detention facilities, etc.

25 Total Points _____

Demonstrated capacity and capability of the firm to perform the work of comparable design, scope, and complexity, and particular the work in question, including specialized services/

25 Total Points _____

Additional consideration will be given to knowledge and understanding of this particular project.

15 Total Points _____

References from clients for whom project management services have been performed, including a past record of performance of the firm with respect to cost control, quality of work and the ability to meet tight schedules.

20 Total Points _____

Demonstration of successful management systems that have been employed by the firm for purposes of estimating, scheduling, and controlling cost.

10 Total Points _____

Proposed timeline, including firm's commitment to fast track this project.

10 Total Points _____

Financial Strength of the firm

10 Total Points _____

Demonstration of successful management and knowledge of local building issues, concerns, costs, availability of using local sub-contractors, business, firms, individuals.

10 Total Points _____

GRAND TOTAL _____

GRAND COUNTY JAIL CM/GC RFQ

EVALUATOR	ASCENT CONSTRUCTION	ASSET ENGINEERING	HOGAN AND ASSOCIATES
1	102	97	126
2	94	83	128
3	83	64	124
4	100	94	123
5	98	78	115
6	93	93	123
7	83	78	133
8	91	60	121
9	97	79	129
TOTAL	739	629	996
POSSIBLE	1215	1215	1215
DIFFERENCE	476	586	219
PERCENT	60%	51%	81%

CM Fee Proposal Comparison

RFQ Provided Fee
Calculated Fee $ from % Provided

Project Value (including fees)
$ 4,900,000.00

CM/GC FEE %(OF THE COST OF THE WORK)	$98,000.00	$122,500.00	$196,000.00	
Proposed Value:				Description:
_____-__%	2%	2.50%	4%	

CM's profit and overhead and will be the basis of compensation applied to all aspects of the work by the CM, including the base contract amount, change orders, and reimbursable costs & fees and preconstruction services (if required). This fee is exclusive of General Conditions and bonding and insurance costs (see below).

GENERAL CONDITIONS INCLUDING:				
$_____	$235,000.00	$238,800.00	$490,000.00	
OR				
_____%	4.85%		10%	
			by Owner	Permits/Fees
				Construction Sign
				Survey
				Mobilization
		9000		Field Office Expense/ Rental
		78000		Supervision
		39000		Project Manager
		33800		Truck Allowance
		3000		Power / Temp Electric
				Temp Elec Utility
		3000		Phone, Mail, pager
		500		Computer on-site/Office Equipment
		3000		Water
		3600		Toilet
				Dumpster Rental
		41600		Clean-up / General Labor
				Final Cleaning -New Const
				Final Cleaning - Remodel
				Photo
		6000		Temp Fence
				Snow Removal / Heating
		2200		Safety / Fire
				CPM Schedule
				As-built drawings
				O&M Manuals
			by Owner	Plan Purchase
			None	Misc. items not listed above
		500		Small Tools
		15600		Subsistence Housing
ADDITIONAL:				
Bonds				
$_____	$37,750	$41,500	$49,000.00	
Insurance, Builders Risk & Liability			1%	
$_____	$24,600	$12,000	$24,500.00	
			0.50%	
Grand Totals	$395,350.00	$414,800.00	$759,500.00	
Difference:	$ (364,150.00)	$ (344,700.00)	$ -	

MBA: agenda item B

Hogan and Associates

- Highest in cost
- Most familiar with project, should not be any surprises from them
- Start project almost immediately
- Have all costs from their subcontractors
- Most familiar with the local area and contractors
- Has done a lot of work with the architect
- Has the financial capability to perform the project
- Considerable experience with detention and correctional projects

Ascent Construction

- Has not done a detention or correction facility
- Has not worked in Moab
- Has done a lot of work with architect
- Has done a lot of governmental projects
- Has the financial ability to complete the project
- Has the capability to perform the project
- Not familiar the project
- Has not visited the project
- Change orders are possible

Asset Engineering

- Has not worked in Moab or Utah
- Small firm
- Large project for this firm
- Not familiar with project
- Not sure if it has the financial ability
- Has not visited the project
- Change order are possible
- Did not cite specific detention or correctional experience
- Has not worked with architect

Grand County Council
Grand County Council Chambers
125 East Center Street
Moab, Utah

July 19, 2016

The Regular Session of the Grand County Council was called to order at 4:00 p.m. by Chair Elizabeth Tubbs on the above date in the Council Chambers of the Grand County Courthouse located at 125 East Center Street, Moab, Utah. In attendance were Council Members Mary McGann, Ken Ballantyne, Lynn Jackson, Rory Paxman, Chris Baird along with Grand County Deputy Clerk Renee Baker and Council Administrator Ruth Dillon, and County Attorney K. Andrew Fitzgerald. The Pledge of Allegiance was led by Council Member Ken Ballantyne

Approval of Minutes (Diana Carroll, Clerk/ Auditor)

A. June 21, 2016 (Housing Workshop & County Council Meeting), postponed from July 5, 2016
B. July 5, 2016 (Mid-year budget update and Certified tax rate workshop & County Council Meeting)
C. July 12, 2016 (County Council Special Meeting – Canvass of the Primary Election)
D. July 13, 2016 (County Council Special Meeting – Discussion with Sally Jewell, U.S. Secretary of the Interior)

MOTION: Motion by Council Member Chris Baird to approve as corrected. Motion seconded by Council Member Ken Ballantyne moved carried 7 - 0.

Ratification of Payment of Bills
MOTION: Motion by Council Member Chris Baird to approve payment of bills presented in the amount of $829,644.21. Accounts payable check numbers 93300-93475 totaling $645,787.49 and payroll in the amount of $183,856.72 confirming all bills presented were within budgeted appropriations. Motion seconded by Council Member Rory Paxman carried 7 - 0 by roll-call vote.

Council Administrator Report
Ruth Dillon, Council attended a class and has been working on the next steps on a centralized economic development and growth program.

Department Reports

E. Announcement regarding CIB grant/loan funding for Canyonlands Field Airport terminal expansion (Judd Hill, Airport Manager)
Judd Hill, Airport Manager explained that with County's matching funds of $500,000 CIB has approved a $500,000 match and $400,000 loans. The airport will be moving forward with the development, design and expansion of the terminal. TRCCAF fund will be the revenue to pay the loan off.

F. 2015 Old Spanish Trail Arena Recreation Complex (OSTARC) Report (Steve Swift, Manager)
Steve Swift, OSTARC Manager reviewed events, revenue raised, annual budget over the last 5 years, service to the community, community fiscal impact study and the goals for the next 10 years of the Old Spanish Trail Arena. Steve also reviewed maintenance and improvements to the Arena for the year 2015.

Discussion Items

G. Discussion of two compensation systems/methods of job and wage evaluation (Graig Thomas, Human Resources Director)
Graig Thomas, Human Resources Director, led a discussion in which he explained how the industry uses two compensation systems or methods. Currently Grand County is on Tech Net, many counties in Utah have used this system, however this system has not been keep up in the last few years. Graig offered an alternative, a Market Driven Compensation Factors, this system would allow for the county to be more competitive in the

markets that we are looking to recruit. Graig wants to look forward on being more competitive with the job market, as the City has approved a wage increase.

H. Discussion on recommended revisions to the Policies and Procedures of the Governing Body: Section N "Motions" (continued), Section O "Reading and Passage of Ordinances" and Section P "Reading and Passage of Resolutions" (Ruth Dillon, Council Administrator and Council Study Committee Members Tubbs, Hawks, and McGann) ***(allow 30 minutes)***

MOTION: Motion by Council Member Rory Paxman to amend the agenda to move Item H to after the Public Hearing. Motion seconded by Council Member Lynn Jackson carried 7 - 0 vote.

I. Calendar items and public notices (Bryony Chamberlain, Council Office Coordinator)

County Attorney K. Andrew Fitzgerald left at this time.

General Business- Action Items- Discussion and Consideration of:

J. Approving Proposed Bid Award for Supply of Ballfield Diamond Dirt at the Old Spanish Trail Arena Recreation Complex (OSTARC) (Steve Swift, OSTARC Manager)

MOTION: Motion by Council Member Chris Baird to approve, the bid from LeGrand Johnson for supply of ball field diamond dirt at a cost of $20,800, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Mary McGann carried 7 - 0 vote.

K. Approving proposed ground lease agreements at Canyonlands Field Airport between Grand County and A) Eagle North Shore Properties, LLC; B) CC Rentals, LLC; and C) Charles Henderson (Judd Hill, Airport Manager)

Judd Hill, Airport Manager advised of the current ground lease agreements between these three properties. Judd advised that only a new lease is tied to the fee schedule, these leases are not currently tied the fee schedule.

MOTION: Motion by Council Member Rory Paxman to approve the proposed ground lease agreements and enter into a continuation of three different 30 year ground lease agreements between Grand County and A) Eagle North Shore Properties, LLC; B) CC Rentals, LLC; and C) Charles Henderson and authorize the Chair to sign all associated documents. Motion seconded by Council Member McGann carried 7 - 0 vote.

L. Approving proposed sub-lease agreements for hangar use at Canyonlands Field Airport between A) CC Rentals, LLC and Robert Paul Gray; B) Charles Henderson and Keith McBeth; and C) Charles Henderson and Ben Black (Judd Hill, Airport Manager)

Judd Hill, Airport Manager advised that has been working with the attorney's office to develop a sub-lease that affirms that a sub renter is being held accountable to the County leases.

MOTION: Motion by Council Member Rory Paxman to approve the proposed sub -lease agreements for hangar use at Canyonlands Field Airport between and A) CC Rentals, LLC and Robert Paul B) Charles Henderson and Keith McBeth; and C) Charles Henderson and Ben Black authorize the Chair to sign all associated documents. Motion seconded by Council Member McGann carried 7 - 0 vote.

M. Approving proposed ground lease agreement with Redtail Air for a bulk fuel storage facility (fuel farm) at Canyonlands Field Airport (Judd Hill, Airport Manager)

MOTION: Motion by Council Member Rory Paxman to approved the proposed ground lease agreement and enters into a 30 year ground lease agreement with Redtail Air for the purpose of a bulk fuel storage facility at Canyonlands Field Airport and authorizes the Chair to sign all associated documents. Motion seconded by Council Member McGann carried 7 - 0 vote.

N. Approving proposed contract award to a media company to purchase radio, TV, and digital for the Moab Area Travel Council for calendar year 2017 (Elaine Gizler, Moab Area Travel Council Executive Director)

Elaine Gizler, Moab Area Travel Council Executive Director advised that she is currently doing the media buying out of her office right now. Using a media company, the Travel Council would be more efficient in the Media usage and her office. All marketing would still be done in house.
MOTION: Motion by Council Member Mary McGann to award the bid to Love Communications of Salt Lake City as the media company for the Moab Area Travel council to purchase TV, Radio and Digital spots for the full year 2017, effective December 1, 2016 through December 1, 2017, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Rory Paxman vote 6 - 1 with Baird opposed.

O. Approving proposed contract award to an advertising agency for re-design and layout of the new Moab Area Travel Council Planner (Elaine Gizler, Moab Area Travel Council Executive Director)
MOTION: Motion by Council Member Ken Ballantyne to award the bid to Sorenson Advertising of St. George, Utah as the company for the redesign and layout of the Moab Area Travel Council Travel Planner for 2016, effective July 20, 2016 until October 1, 2016, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Rory Paxman carried vote 7 - 0.

P. Approving proposed bid award for the construction of a Pavilion at the Grand Center (Verleen Striblen, Grand Center Program Director)
MOTION: Motion by Council Member Ken Ballantyne to award the bid for the construction of a pavilion at the Grand Center to Double E Construction Inc. of Green River, Utah for the amount of $79,593.00 and authorize the Chair to sign all associated documents. Motion seconded by Chris Baird carried vote 7 - 0.

Q. Adopting proposed resolution approving Final Plat for Courthouse Wash Subdivision Planned Unit Development (PUD) (Mary Hofhine, Community Development Representative)
MOTION: Motion by Council Member Mary McGann to adopt the proposed resolution approving the Final Plat for Courthouse Wash Subdivision PUD and authorize the Chair to sign all associated documents. Motion was seconded by Council Member Lynn Jackson carried vote 6 - 0. Council Member Paxman recused himself from the vote.

R. Approving proposed letter to the BLM regarding Grand County's position on the Six County Infrastructure Coalition's decision to move forward with an Environmental Assessment (EA) for the Book Cliffs transportation/utility corridor (Chairwoman Tubbs)
MOTION: Motion by Council Member Chris Baird to approve proposed letter to the BLM regarding Grand County's position on the Six County Infrastructure Coalition's decision to move forward with an Environmental Assessment (EA) for the Book Cliffs transportation/utility corridor, with an amendment to remove paragraph five from the letter. Motion seconded by Council Member Mary McGann, vote 5 - 2 with Council Members Jackson and Paxman opposed.

Consent Agenda- Action Items

S. Approving proposed Cooperative Grant Agreement for Noxious Weed Management with Forestry, Fire & State Lands for FY2017.
MOTION: Motion made by Council Member Chris Baird to approve proposed Cooperative Grant Agreement for Noxious Weed Management with Forestry, Fire & State Lands for FY2017. Motion seconded by Council Member Mary McGann carried vote 7 - 0.

T. Approving proposed retail beer license for Moab KOA, located at 3225 US 191- postponed.

Public Hearings- Possible Action Items

U. Public hearing to hear public input on proposed Rim Village Vistas Phase V Planned Unit Development (PUD) Preliminary Plat (Mary Hofhine, Community Development Representative)

Mary Hofhine, Community Development Representative, read into the record the Grand County Land Use Code and General Plan, both as amended to date. This application is submitted by the property owner and project developer, Chuck Henderson (Applicant). The Applicant is requesting a preliminary plat review for Rim Village Vistas PUD Phase V. This phase includes approximately 1.5 acres and consists of two buildings with eight units in each building (16 units total). The Grand County Planning Commission reviewed the application in a public hearing on June 22, 2016 and forwarded a favorable recommendation to the County Council subject to ongoing compliance with the conditions listed in the Grand County Engineer's approval letter.

There were no comments and the public hearing was closed. Comments will be accepted until July 27, 2016 at 5:00 p.m.

H. Discussion on recommended revisions to the Policies and Procedures of the Governing Body: Section N "Motions" (continued), Section O "Reading and Passage of Ordinances" and Section P "Reading and Passage of Resolutions" (Ruth Dillon, Council Administrator and Council Study Committee Members Tubbs, Hawks, and McGann) ***(allow 30 minutes)***

General Council Reports and Future Considerations

Council Member McGann:
Has ideas on how to control "junk" in people's yards. Maybe during the Budget meetings Council can look at something/ someone for Code Enforcement.

Council Member Ballantyne
- No need to ask for a tax increase in the Mosquito Abatement
- Storm water/ Flood water Funding

Council Member Jackson
- GWSSA approved an increase in their impact fee

Council Member Hawks
- Council on Aging are waiting on the Council to approve changes to the by-laws
- Housing Toolkit will start up in August

Council Member Tubbs
- Letter received from Orin Hatch on UMTRA project
- Grant guidelines for the Inter-Generational Poverty are out and Jaylyn Hawks will write the grant.

Council Member Baird
- Mineral lease payment for the Recreation District was half of what was budgeted

Adjourn
The meeting was adjourned at 6:49 p.m.

_____
Elizabeth Tubbs
Grand County Council Chair

ATTEST:

_____
Diana Carroll
Grand County Clerk/Auditor

GRAND COUNTY COUNCIL
Special Joint City/County Meeting
217 East Center Street
Moab, Utah

February 29, 2016

The Grand County Council met in Special Session on the above date in the City County Council Chambers located at 217 East Center Street, Moab, Utah. The meeting was called to order by Chair Elizabeth Tubbs at 11:35 a.m. In attendance were Council Members Elizabeth Tubbs, Mary McGann, and Ken Ballantyne, along with Clerk/Auditor Diana Carroll and Council Administrator Ruth Dillon. Council Members Rory Paxman, Ken Jaylyn Hawks, Lynn Jackson and Chris Baird were absent. Others present were: Mayor Pro-tem Kyle Bailey Council Members Heila Ershdi, Rani Derasary, Kalen Jones and Tawny Boyd, City Manager Rebecca Davidson, and Recorder Rachel Stenta.

Discussion Items and Presentations

A. City – County Growth Management Discussion: Developing an Interlocal Agreement for Area of Unincorporated Land Identified as Annexation Areas for the City, Postponed from February 29, 2016 (Amy Weiser, Moab City Community Services Director and Zacharia Levine, Grand County Community Development Director)

B. Announcement on Formation of New Regional Economic Development Committee (Rebecca Davidson, Moab City Manager)

C. Affordable Housing Update (Zacharia Levine, Grand County Community Development Director)

D. Presentation on Dark Skies: "Live and Play Under the Milky Way" (Joette Langianese, Executive Director, Friends of Arches & Canyonlands Parks; Nathan Ament, Colorado Plateau Dark Sky Cooperative Coordinator, NPS; and Crystal White, Assistant Manager Dead Horse Point State Park)

E. Announcement on Intergenerational Poverty Initiative (Council Chair Elizabeth Tubbs)

Adjourn
The meeting was adjourned at 1:15 p.m.

_____
Elizabeth Tubbs
Grand County Council Chair

ATTEST:

_____
Diana Carroll,
Grand County Clerk/Auditor

Grand County Council
Council Chambers
125 East Center Street
Moab, Utah

August 2, 2016

Joint County Council – County Planning Commission Workshop

A. Housing Workshop (Zachariah Levine, Community Development Director)

Continued discussion occurred between County Council, City Council and Planning Commission members regarding housing issues recapping prior workshops and what next steps might involve.

Recess at 3:45p.m.

The Regular Session of the Grand County Council was called to order at 4:01 p.m. by Chair Elizabeth Tubbs on the above date in the Council Chambers of the Grand County Courthouse located at 125 East Center Street, Moab, Utah. In attendance were Council Members Elizabeth Tubbs, Chris Baird, Rory Paxman, Mary McGann, Jaylyn Hawks, Lynn Jackson and Ken Ballantyne along with Grand County Deputy Clerk Renee Baker and Council Administrator Ruth Dillon. The Pledge of Allegiance was led by Verleen Striblen.

Approval of Minutes (Diana Carroll, Clerk/Auditor)

B. July 19, 2016 (County Council Meeting)

C. July 29, 2016 (Joint City/ County Council Meeting)

Action postponed until the next meeting.

Ratification of Payment of Bills

MOTION: Motion by Council Member Chris Baird to approve payment of bills presented in the amount of $537,835.48. Accounts payable check numbers 93476-93636 totaling $351,498.71 and payroll in the amount of $186,336.77 confirming all bills presented were within budgeted appropriations. Motion seconded by Council Member Rory Paxman carried 7 - 0 by roll-call vote.

Council Administrator Report

Council Administrator Ruth Dillon sat in on a phone call with 8 other Utah County Council Administrators to talk about best practices. Additionally, the EMS Assessment is coming together and looking for a time to present to Council their findings.

Department Reports

D. 2015 Grand Center Report (Verleen Striblen, Program Director)

Grand Center Program Director, Verleen Striblen, gave her 2015 report on the Grand Center and the services they provide.

Discussion Items

E. Discussion on the process for establishing and prioritizing County goals (Chairwoman Tubbs)

F. Discussion on evaluation of Public Lands Initiative draft legislation (Council Member Baird)

G. Discussion on recommended revisions to the Policies and Procedures for the Governing Body: Section Q "Decorum and Debate" and Section R "Participation by the Public" (Ruth Dillon, Council Administrator and Council Study Committee Members Tubbs, Hawks and McGann)

H. Discussion on calendar items and public notices (Bryony Chamberlain, Council Office Coordinator)

General Business- Action Items- Discussion and Consideration of:

I. **Approving Moab Uranium Mills Tailings Remedial Action Project's 2016 Annual Statement of Continued Compliance (Lee Shenton, UMTRA Liaison)**

MOTION: Motion by Council Member Mary McGann to approve the Moab UMTRA Projects 2016 Annual Statement of Continued Compliance and authorize the Chair to sign all associated documents. Motion seconded by Council Member Lynn Jackson carried 7 - 0.

J. Approving County Membership in the Economic Development Corporation of Utah (EDC- Utah) (Zacharia Levine, Community Development Director)

MOTION: Motion by Council Member Ken Ballantyne to approve the County Membership in the Economic Development Corporation of Utah and authorize the chair to sign all associated documents. Motion seconded by Council Member Jaylyn Hawks carried 7-0

K. Approved proposed ordinance approving Rim Village Vistas Phase V Planned Unit Development (PUD) Preliminary Plat (Zacharia Levine, Community Development Director)

MOTION: Motion by Council Member Ken Ballantyne to approve the County Membership in the Economic Development Corporation of Utah and authorize the chair to sign all associated documents. Motion seconded by Council Member Mary McGann carried 7-0.

L. Approving amended Statement of Work of the Reimbursable Agreement with Central Federal Lands Highway Division to combine Phase 1 and Phase 2 projects into one construction contract for the La Sal Mountain Loop Road project.

MOTION: Motion by Council Member Jaylyn Hawks to approve the amended Statement of Work for the Reimbursable Agreement (modification #004) with Central Federal Lands Highway Division for the UT FLAP 73 (1) La Sal Mountain Loop Road Project in the not-to-exceed amount of $944,000.00 and authorize the Chair to sign all associated documents. Motion seconded by Council Member Lynn Jackson carried 7-0.

M**. Approving extension of Municipal Advisory Services Agreement with Zions Bank Public Finance for an additional 90 days (Diana Carroll, Clerk/Auditor)**

MOTION: Motion by Council Member Chris Baird to approve the 90-day extension of Municipal Advisory Services Agreement with Zions Bank Public Finance and authorize the chair to sign all associated documents. Motion seconded by Council Member Lynn Jackson carried 7 - 0.

N. Approving proposed letter to Congressmen Bishop and Chaffetz in response to the Congressmen's Public Lands Initiative draft legislation (Council Member Chris Baird)

MOTION: Motion by Council Member Lynn Jackson to postpone approving the letter until each council member gets to review. Motion seconded by Council Member Rory Paxman carried 7 - 0.

Consent Agenda- Action Items

O. Ratifying the Chair's signature of Task Agreement/ Cooperative Agreement #11341112001 with the National Parks Service, Southeast Utah Group for funding for Cooperative Emergency Operations in Grand County and Arches National Park.

P. Ratifying Chair's signature on retail beer license for Moab KOA located at 3225 US 191, postposed from July 19,2016.

MOTION: Motion by Council Member Chris Baird to approve both consent agenda items as presented. Motion seconded by Council Member Lynn Jackson carried 7-0.

Public Hearings- Possible Action Items

Q. Public Hearing to solicit public comments on proposed ordinance to amend Section 3.2.3 "Bed and Breakfasts" of the Grand County Land Use Code (Zacharia Levine, Community Development Director)
The Grand County Planning Commission held a public hearing on June 22, 2016 to solicit public comment on an amendment to Sec. 3.2.3 of the Land Use Code to clarify the bed and breakfast use, associated restrictive covenant and land use application with the use. Planning commission voted to send a favorable recommendation to the Council for approval.

Kurt Schweitzer spoke on how the change in the code would affect his property and that he did not agree with a 300-foot buffer between each Bed and Breakfast.

Kevin Walker spoke on how he also did not agree with the 300-foot buffer between each Bed and Breakfast.

Wayne Hoskisson spoke on how the City Planning Commission implemented the 300-foot buffer and how it has been working for them so far.

There were no other comments. The public hearing closed but written comments will be accepted until 5:00 p.m. on August 10, 2016.

R. Public Hearing to solicit public comments on a proposed ordinance to amend Section 3.3.2 "Employee Housing" of Grand County Land Use Code (Zacharia Levine, Community Development Director)
The Grand County Planning Commission held a public hearing on the June 22, 2016 to solicit public comment on an amendment to the land use code for the addition of RV sites as employee housing to otherwise allowed non-residential principal use and voted to forward a favorable recommendation for approval to the County Council.

Kevin Walker spoke on his personal experience with living part time in a RV when he first moved to Moab

There were no other comments. The public hearing closed but written comments will be accepted until 5:00 p.m. on August 10th, 2016.

S. Public Hearing to solicit public comments on a proposed ordinance to amend Sections 5.4.1B "Project Boundary Buffer" and 6.10 "Compatibility Standards" of the Grand County Use Code.
The Grand County Planning Commission held a public hearing on June 22, 2016 to solicit public comment on an amendment to Sec. 5.4 1 B. Project Boundary Buffer and Sec 6.10 Compatibility Standard of the Land Use Code. The Planning Commission voted to send a favorable recommendation to the County Council for approval.

Bonita Klob spoke on how the change to the boundary buffer would affect her neighborhood and Moab.

Gary Blackburn is not currently a Moab resident, but has a small development firm, he talked about the impacts of the amendment and how it would allow him to develop lots with in Grand County.

Kevin Walker spoke on how the change would affect Moab.

Wayne Hoskisson spoke on how the buffer change would affect affordable housing with in Moab and Grand County.

There were no other comments. The public hearing closed but written comments will be accepted until 5:00 p.m. on August 10th, 2016.

General Council Reports and Future Considerations

Council Member McGann
Stressed the need for a meeting on the Code Enforcement, spoke with some worried Citizens who were going start a group if the County does not start the conversation on Code Enforcement.

Council Member Ballantyne
Reported that the Mosquito Abatement position closed on 8/1/2016 and they have 5 candidates for the position.

Council Member Jackson
Mentioned the upcoming "Rimrocker Rally" Event

Council Member Hawks
Attended the Housing Authority Meeting
Attended the Intergenerational Poverty Meeting

Council Member Tubbs
Wanted the Council to review the possibility of the County taking the lead on the Intergenerational Poverty Committee.
Attended the Four Corners Public Health Meeting
Attended the Moab Watershed Meeting
Wanted the Council to set aside time to meet prior to the start of the Budget Workshops

Council Member Paxman
Weed Board has started some of the budgeting
Weed Board has will also start talking to residents about removing weeds from their yards.

Council Member Baird
Attended the Recreation District meeting, started looking at the revenue and expenses for the next year and the Board will need to come up with more funds.

Adjourn
The meeting adjourned at 7:27 p.m.

_____
Elizabeth Tubbs
Grand County Council Chair

ATTEST:

_____
Diana Carroll
Grand County Clerk/Auditor

GRAND COUNTY BILLS TO BE APPROVED
8/16/16

93637-93744		8/5/2016	$166,445.58
93745-93789		8/12/2016	$377,115.58
TOTAL BILLS			**$351,498.71**
32613-32632			
80516101-80516286	7/18/16-7/31/16	8/5/2016	$183,368.23
TOTAL PAYROLL			**$186,336.77**
TOTAL BILLS & PAYROLL			**$537,835.48**

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
AMAZON						
10530	AMAZON	154586986644	EMERGENCY MANAGEMENT	1,022.00	.00	
10530	AMAZON	106315470932	HR	39.96	.00	
10530	AMAZON	099393207094	IT	94.14	.00	
10530	AMAZON	076538270982	EMERGENCY MANAGEMENT	114.00	.00	
10530	AMAZON	198537927376	HR	443.99	.00	
	Total AMAZON:			1,714.09	.00	
AMERICAN ASSOCIATION OF						
32851	AMERICAN ASSOCIATION OF	1012574	RENEW AAAE MEMBERSHIP D	275.00	.00	
	Total AMERICAN ASSOCIATION OF:			275.00	.00	
BACK OF BEYOND BOOKS						
32887	BACK OF BEYOND BOOKS	1963	LIBRARY	118.91	.00	
	Total BACK OF BEYOND BOOKS:			118.91	.00	
BLOMQUIST HALE CONSULTING INC.						
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Ambulance	100.80	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Attorney	14.00	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Airport	22.40	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Assessor	11.20	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Bldg. Inspector	8.40	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Child Justice Ctr.	2.80	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-County Administration	8.40	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Family Support	14.00	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-IT	2.80	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Justice Court	11.20	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Travel Council	11.20	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Recorder	8.40	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Sandflats	36.40	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Senior Citizens	19.60	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Spanish Trail Arena	11.20	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Weed Control	14.00	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Clerk/Auditor	16.80	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Courthouse	16.80	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Human Resources	2.80	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Jail	36.40	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Library	53.20	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Planning	8.40	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Roads	53.20	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Search & Rescue	61.60	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Sheriff	56.00	.00	
34325	BLOMQUIST HALE CONSULTIN	AUG16065	EAC-Treasurer	8.40	.00	
	Total BLOMQUIST HALE CONSULTING INC.:			610.40	.00	
BLUEGLOBES LLC						
33009	BLUEGLOBES LLC	CNY-22924	AIRPORT	125.72	.00	

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
Total BLUEGLOBES LLC:				125.72	.00	
BONNEVILLE INTERMOUNTAIN RADIO						
32193	BONNEVILLE INTERMOUNTAIN	DEN177945-1	TRAVEL COUNCIL	3,510.00	3,510.00	08/03/2016
Total BONNEVILLE INTERMOUNTAIN RADIO:				3,510.00	3,510.00	
BOONE, ANDY						
34545	BOONE, ANDY	JULY 29 2016	PERSONAL USE OF MOUNTAIN	125.00	.00	
Total BOONE, ANDY:				125.00	.00	
BRIMHALL, COLTON						
35119	BRIMHALL, COLTON	JULY 29 2016	REIMBURSEMENT	66.58	.00	
Total BRIMHALL, COLTON:				66.58	.00	
CANYONLANDS ADVERTISING						
12505	CANYONLANDS ADVERTISING	CCC29839	SEARCH & RESCUE	74.20	.00	
12505	CANYONLANDS ADVERTISING	CCC29750	CEMETERY	12.00	.00	
12505	CANYONLANDS ADVERTISING	MMC112245	AIRPORT	11.42	.00	
Total CANYONLANDS ADVERTISING:				97.62	.00	
CANYONLANDS AUTO						
12515	CANYONLANDS AUTO	450987	CEMETERY	14.76	.00	
12515	CANYONLANDS AUTO	452056	CEMETERY	33.98	.00	
Total CANYONLANDS AUTO:				48.74	.00	
CASELLE, INC.						
12770	CASELLE, INC.	74677	clerks contract support	780.49	.00	
12770	CASELLE, INC.	74677	HR contract support	100.18	.00	
Total CASELLE, INC.:				880.67	.00	
CENTURYLINK						
33538	CENTURYLINK	1382777738	911 WIRELESS-85719196	.84	.00	
33538	CENTURYLINK	JULY 19 2016	911 WIRELESS-435-867-3776 54	1,610.82	.00	
Total CENTURYLINK:				1,611.66	.00	
CHRIS LEE						
34903	CHRIS LEE	08302016	LIBRARY	300.00	.00	
Total CHRIS LEE:				300.00	.00	
CWOA						
35050	CWOA	19262	MOAB TRAVEL COUNCIL	575.00	575.00	08/03/2016
Total CWOA:				575.00	575.00	
DENCO SECURITY						
30521	DENCO SECURITY	92082	GRAND CENTER	22.95	.00	
30521	DENCO SECURITY	92087	STAR HALL SECURITY	24.95	.00	
30521	DENCO SECURITY	92086	LIBRARY	22.95	.00	

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
Total DENCO SECURITY:				70.85	.00	
DEPARTMENT OF HUMAN SERVICES						
31874	DEPARTMENT OF HUMAN SER	AUG 4 2016	BCI W/FINGERPRINT CARDS-F	39.75	.00	
Total DEPARTMENT OF HUMAN SERVICES:				39.75	.00	
DESERT WEST OFFICE SUPPLY						
14375	DESERT WEST OFFICE SUPPL	185687	CEMETERY DISTRICT	8.49	.00	
14375	DESERT WEST OFFICE SUPPL	186235	jail	72.34	.00	
14375	DESERT WEST OFFICE SUPPL	186073	FAMILY SUPPORT	10.49	.00	
14375	DESERT WEST OFFICE SUPPL	185977	VICTIM ADVOCATE	97.06	.00	
14375	DESERT WEST OFFICE SUPPL	186072	VICTIM ADVOCATE	95.96	.00	
14375	DESERT WEST OFFICE SUPPL	186065	SHERIFF	9.45	.00	
14375	DESERT WEST OFFICE SUPPL	186059	WEED	10.66	.00	
14375	DESERT WEST OFFICE SUPPL	185660	osta supplies	34.99	.00	
14375	DESERT WEST OFFICE SUPPL	185775	MAINTENANCE	39.44	.00	
14375	DESERT WEST OFFICE SUPPL	185868	SHERIFF	41.98	.00	
14375	DESERT WEST OFFICE SUPPL	185857	MMAD	15.58	.00	
14375	DESERT WEST OFFICE SUPPL	186286	SHERIFF	42.99	.00	
14375	DESERT WEST OFFICE SUPPL	186304	FAMILY SUPPORT	9.10	.00	
14375	DESERT WEST OFFICE SUPPL	186247	ems supplies	70.96	.00	
14375	DESERT WEST OFFICE SUPPL	185955	road dept supplies	106.96	.00	
14375	DESERT WEST OFFICE SUPPL	186079	SHERIFF	8.34	.00	
14375	DESERT WEST OFFICE SUPPL	185918	assessor supplies	51.54	.00	
14375	DESERT WEST OFFICE SUPPL	185658	ADMIN	166.70	.00	
14375	DESERT WEST OFFICE SUPPL	185985	ems supplies	35.86	.00	
14375	DESERT WEST OFFICE SUPPL	186061	CLERK	29.98-	.00	
14375	DESERT WEST OFFICE SUPPL	186214	CLERK	71.47	.00	
14375	DESERT WEST OFFICE SUPPL	186152	SHERIFF	18.49	.00	
14375	DESERT WEST OFFICE SUPPL	186554	SANDFLATS	178.00	.00	
14375	DESERT WEST OFFICE SUPPL	186476	TRAVEL COUNCIL	326.40	.00	
Total DESERT WEST OFFICE SUPPLY:				1,493.27	.00	
EASTWOOD, LORETTE						
33450	EASTWOOD, LORETTE	JUL 14-15 201	PER DIEM	81.00	.00	
Total EASTWOOD, LORETTE:				81.00	.00	
FEDEX						
15375	FEDEX	5-487-99140	travel cnl postage	6.89	6.89	08/03/2016
Total FEDEX:				6.89	6.89	
FENIX WHOLESALE						
34252	FENIX WHOLESALE	6299	SAR	299.70	.00	
Total FENIX WHOLESALE:				299.70	.00	
FIRESTORM PYROTECHNICS						
33792	FIRESTORM PYROTECHNICS	20183	2ND HALF FIREWORKS DISPLA	8,500.00	.00	
Total FIRESTORM PYROTECHNICS:				8,500.00	.00	
FITZGERALD LAW OFFICE LLC						
32643	FITZGERALD LAW OFFICE LLC	JUL 18 2016	DCFS CASE/JUVENILE COURT	375.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
32643	FITZGERALD LAW OFFICE LLC	MAY10-JUN7	DCFS CASE/JUVENILE COURT	337.50	.00	
	Total FITZGERALD LAW OFFICE LLC:			712.50	.00	
FRANK VACCARO PLUMBING INC						
30321	FRANK VACCARO PLUMBING I	58387	EOC	506.65	.00	
	Total FRANK VACCARO PLUMBING INC:			506.65	.00	
FREE HEALTH CLINIC						
34288	FREE HEALTH CLINIC	2016-17GCCD	PLANNING	3,500.00	.00	
	Total FREE HEALTH CLINIC:			3,500.00	.00	
FRONTIER						
15815	FRONTIER	JULY 2016	ATTORNEY	166.95	.00	
15815	FRONTIER	JULY 2016	SHERIFF'S ENC	295.37	.00	
15815	FRONTIER	JULY 2016	EXTENSION	116.48	.00	
15815	FRONTIER	JULY 2016	JUSTICE CT	33.85	.00	
15815	FRONTIER	JULY 2016	MMAD	43.01	.00	
15815	FRONTIER	JULY 2016	ROAD	64.27	.00	
15815	FRONTIER	JULY 2016	SHERIFF	1,646.95	.00	
15815	FRONTIER	JULY 2016	STAR HALL ALARM LINE	55.94	.00	
15815	FRONTIER	JULY 2016	ATTORNEY	15.02	.00	
15815	FRONTIER	JULY 2016	EMC	60.71	.00	
15815	FRONTIER	JULY 2016	FAMILY SUPPORT CENTER	189.21	.00	
15815	FRONTIER	JULY 2016	JUSTICE CT LOBBY PAY PHON	44.46	.00	
15815	FRONTIER	JULY 2016	MUSEUM	202.18	.00	
15815	FRONTIER	JULY 2016	SHERIFF	163.20	.00	
15815	FRONTIER	JULY 2016	SHERIFF - WILSON BASIN	181.68	.00	
15815	FRONTIER	JULY 2016	TRAVEL CNL	77.83	.00	
15815	FRONTIER	JUL 2016	BUILDING	59.59	.00	
15815	FRONTIER	JUL 2016	COUNCIL	74.48	.00	
15815	FRONTIER	JUL 2016	IT	14.90	.00	
15815	FRONTIER	JUL 2016	PLANNING	44.69	.00	
15815	FRONTIER	JUL 2016	TREASURER	59.59	.00	
15815	FRONTIER	JUL 2016	UHP	89.38	.00	
15815	FRONTIER	JUL 2016	SHERIFF	14.90	.00	
15815	FRONTIER	JUL 2016	WEEDS	14.90	.00	
15815	FRONTIER	JUL 2016	SAND FLATS	29.79	.00	
15815	FRONTIER	JUL 2016	ROADS	59.59	.00	
15815	FRONTIER	JUL 2016	EMS	44.69	.00	
15815	FRONTIER	JUL 2016	ATTORNEY	104.28	.00	
15815	FRONTIER	JUL 2016	ASSESSOR	89.38	.00	
15815	FRONTIER	JUL 2016	CLERK	104.28	.00	
15815	FRONTIER	JUL 2016	HR	29.79	.00	
15815	FRONTIER	JUL 2016	JUSTICE COURT	74.48	.00	
15815	FRONTIER	JUL 2016	RECORDER	89.38	.00	
15815	FRONTIER	JUL 2016	UMTRA	14.90	.00	
15815	FRONTIER	JUL 2016	JAIL	14.90	.00	
15815	FRONTIER	JUL 2016	MAINTENANCE	74.48	.00	
15815	FRONTIER	JUL 2016	TRAVEL COUNCIL	74.48	.00	
15815	FRONTIER	JUL 2016	EOC	29.79	.00	
15815	FRONTIER	JUL 2016	OSTA	29.79	.00	
15815	FRONTIER	JUL 2016	GRAND CENTER	59.59	.00	
15815	FRONTIER	JUL 2016	AIRPORT	44.67	.00	

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
Total FRONTIER:				4,697.80	.00	
GOOD SIGNS						
31740	GOOD SIGNS	AUG 2016	TRAVEL COUNCIL/RENT	2,400.00	2,400.00	08/03/2016
Total GOOD SIGNS:				2,400.00	2,400.00	
GRAND COUNTY CREDIT UNION						
16385	GRAND COUNTY CREDIT UNIO	PR0731160	EMPLOYEE W/H Grand County	2,026.50	.00	
Total GRAND COUNTY CREDIT UNION:				2,026.50	.00	
GRAND COUNTY SOLID WASTE						
16460	GRAND COUNTY SOLID WASTE	99383	GRAND CENTER	60.75	.00	
16460	GRAND COUNTY SOLID WASTE	99376	ROAD	46.75	.00	
16460	GRAND COUNTY SOLID WASTE	99397	MAINTENANCE/TRAVEL COUN	8.00	.00	
16460	GRAND COUNTY SOLID WASTE	99576	ROAD	72.50	.00	
Total GRAND COUNTY SOLID WASTE:				188.00	.00	
GRAND COUNTY TREASURER						
16465	GRAND COUNTY TREASURER	PR0731160	EMPLOYEE W/H Grand County	35.00	.00	
16465	GRAND COUNTY TREASURER	PR0731160	EMPLOYEE W/H Grand County	426.50	.00	
Total GRAND COUNTY TREASURER:				461.50	.00	
GRAND RENTAL CENTER, INC.						
16505	GRAND RENTAL CENTER, INC.	55720	KENS LAKE WATERLINE OSTA	575.00	.00	
Total GRAND RENTAL CENTER, INC.:				575.00	.00	
GRAND TIRE PROS						
13035	GRAND TIRE PROS	65237	ROAD	54.95	.00	
13035	GRAND TIRE PROS	65169	ROAD	60.00	.00	
Total GRAND TIRE PROS:				114.95	.00	
GREEN RIVER CITY						
34514	GREEN RIVER CITY	JUL 25 2016	GRAND COUNTY CEMETERY	35.88	.00	
Total GREEN RIVER CITY:				35.88	.00	
GROO, JOHN W						
30884	GROO, JOHN W	00477	ROAD	170.00	.00	
Total GROO, JOHN W:				170.00	.00	
HANSON, JORDAN						
33655	HANSON, JORDAN	JUL 28 2016	TRANSFER	11.00	.00	
Total HANSON, JORDAN:				11.00	.00	
HARDIN, DANIELLE						
35032	HARDIN, DANIELLE	JULY 18 2016	TRANSFER	12.00	.00	
35032	HARDIN, DANIELLE	JUL 31 2016	TRANSFER	12.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
	Total HARDIN, DANIELLE:			24.00	.00	
HAYCOCK, CONNIE BREWER						
29419	HAYCOCK, CONNIE BREWER	JULY 29 2016	MILEAGE	122.04	.00	
	Total HAYCOCK, CONNIE BREWER:			122.04	.00	
HAYES, ANNE						
34183	HAYES, ANNE	JUL 31 2016	TRANSFER	12.00	.00	
	Total HAYES, ANNE:			12.00	.00	
HEALTH EQUITY						
34661	HEALTH EQUITY	PR0731161	EMPLOYEE W/H HSA-MMAD P	277.00	.00	
	Total HEALTH EQUITY:			277.00	.00	
HENDERSON LEASING CO LLC						
31151	HENDERSON LEASING CO LLC	15551	EMS	155.39	.00	
31151	HENDERSON LEASING CO LLC	15501	OSTA	75.89	.00	
31151	HENDERSON LEASING CO LLC	15680	EMS	118.42	.00	
	Total HENDERSON LEASING CO LLC:			349.70	.00	
HIGH COUNTRY SIGNS & OUTDOOR ADVERTISING						
17385	HIGH COUNTRY SIGNS & OUTD	AUG 2016	TRAVEL COUNCIL	340.00	340.00	08/03/2016
	Total HIGH COUNTRY SIGNS & OUTDOOR ADVERTISING:			340.00	340.00	
HORROCKS ENGINEERING, INC						
17750	HORROCKS ENGINEERING, IN	40522	PLANNING & ZONING	1,475.50	.00	
	Total HORROCKS ENGINEERING, INC:			1,475.50	.00	
HUGENTOBLER, MEL						
34896	HUGENTOBLER, MEL	JUN 19 2016	SAR MILEAGE REIMBURSEMEN	29.16	.00	
	Total HUGENTOBLER, MEL:			29.16	.00	
HY-TECK REPAIR						
35236	HY-TECK REPAIR	1492	OSTA	2,600.00	2,600.00	08/03/2016
	Total HY-TECK REPAIR:			2,600.00	2,600.00	
INCONTACT, INC.						
32140	INCONTACT, INC.	424593	TRAVEL COUNCIL	72.99	72.99	08/03/2016
	Total INCONTACT, INC.:			72.99	72.99	
INTERMOUNTAIN POLYGRAPH SVC						
30513	INTERMOUNTAIN POLYGRAPH	GCSO 2016-07	JAIL	200.00	.00	
30513	INTERMOUNTAIN POLYGRAPH	GCSO 2016-07	SHERIFF	200.00	.00	
	Total INTERMOUNTAIN POLYGRAPH SVC:			400.00	.00	
JCI BILLING SERVICES						
18420	JCI BILLING SERVICES	85	SEARCH & RESCUE CLAIMS	204.00	.00	

Vendor	Vendor Name	Invoice Number	Description		Net Invoice Amount	Amount Paid	Date Paid
	Total JCI BILLING SERVICES:				204.00	.00	
JEWKES, JOSHUA							
35238	JEWKES, JOSHUA	JUL 31 2016	TRANSFER		12.00	.00	
	Total JEWKES, JOSHUA:				12.00	.00	
KAREN & DAN CATERING							
30179	KAREN & DAN CATERING	667988	MCGANN MEX BUFFETT		375.00	.00	
	Total KAREN & DAN CATERING:				375.00	.00	
KEEFE COMMISSARY NETWORK							
31409	KEEFE COMMISSARY NETWOR	1351721	JAIL/INMATES		261.69	.00	
31409	KEEFE COMMISSARY NETWOR	1364405	JAIL/INMATES		249.47	.00	
31409	KEEFE COMMISSARY NETWOR	1347329	JAIL/INMATES		190.27	.00	
31409	KEEFE COMMISSARY NETWOR	1355909	JAIL/INMATES		143.53	.00	
	Total KEEFE COMMISSARY NETWORK:				844.96	.00	
KELLERSTRASS OIL COMPANY							
33554	KELLERSTRASS OIL COMPANY	JULY 2016	Cemetery		215.41	.00	
33554	KELLERSTRASS OIL COMPANY	JULY 2016	ext agent/mike	B	40.63	.00	
33554	KELLERSTRASS OIL COMPANY	JULY 2016	mmad/bob 2175924	B	145.46	.00	
33554	KELLERSTRASS OIL COMPANY	JULY 2016	sheriff		1.85-	.00	
33554	KELLERSTRASS OIL COMPANY	JULY 2016	assessors		19.11	.00	
33554	KELLERSTRASS OIL COMPANY	JULY 2016	EMS FUEL		435.99	.00	
33554	KELLERSTRASS OIL COMPANY	JULY 2016	library - Carrie Valdes	B	24.99	.00	
33554	KELLERSTRASS OIL COMPANY	JULY 2016	sheriff		682.27	.00	
33554	KELLERSTRASS OIL COMPANY	JULY 2016	Cemetery	B	32.64	.00	
33554	KELLERSTRASS OIL COMPANY	JULY 2016	Sheriff-State Tax	B	85.82	.00	
33554	KELLERSTRASS OIL COMPANY	JULY 2016	Ems- State Tax	B	36.93	.00	
33554	KELLERSTRASS OIL COMPANY	JULY 2016	MMAD-State Tax		21.05	.00	
33554	KELLERSTRASS OIL COMPANY	JULY 2016	State Taxes/Excess	B	11.76	.00	
	Total KELLERSTRASS OIL COMPANY:				1,750.21	.00	
KOFFORD, QUINN M.							
33788	KOFFORD, QUINN M.	PR0731161	RELITZ #129700167 Garnishme		445.78	.00	
	Total KOFFORD, QUINN M.:				445.78	.00	
KROGER-KING SOOPERS							
19170	KROGER-KING SOOPERS	214432	s&r supplies		29.94	29.94	08/03/2016
19170	KROGER-KING SOOPERS	070902	s&r supplies		28.60	28.60	08/03/2016
19170	KROGER-KING SOOPERS	169719	fAMILY SUPPORT CENTER		17.87	17.87	08/03/2016
19170	KROGER-KING SOOPERS	228033	ROAD		147.21	147.21	08/03/2016
19170	KROGER-KING SOOPERS	182599	fAMILY SUPPORT CENTER		12.99	12.99	08/03/2016
19170	KROGER-KING SOOPERS	214570	jaiil supplies		26.20	26.20	08/03/2016
19170	KROGER-KING SOOPERS	063610	sheriff		148.76	148.76	08/03/2016
19170	KROGER-KING SOOPERS	218314	jaiil supplies		13.39	13.39	08/03/2016
19170	KROGER-KING SOOPERS	177423	ROAD		79.28	79.28	08/03/2016
19170	KROGER-KING SOOPERS	214432	s&r supplies		26.12	26.12	08/03/2016
19170	KROGER-KING SOOPERS	121411	LIBRARY		41.60	41.60	08/03/2016
19170	KROGER-KING SOOPERS	026999	ems		46.58	46.58	08/03/2016
19170	KROGER-KING SOOPERS	179890	ems		48.27	48.27	08/03/2016
19170	KROGER-KING SOOPERS	207352	TRAVEL COUNCEL		125.95	125.95	08/03/2016

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
19170	KROGER-KING SOOPERS	182584	fAMILY SUPPORT CENTER	98.67	98.67	08/03/2016
19170	KROGER-KING SOOPERS	118927	ems	79.62	79.62	08/03/2016
19170	KROGER-KING SOOPERS	027923	jaiil supplies	42.83	42.83	08/03/2016
19170	KROGER-KING SOOPERS	314209	jaiil supplies	13.99	13.99	08/03/2016
19170	KROGER-KING SOOPERS	175676	LIBRARY	12.99	12.99	08/03/2016
	Total KROGER-KING SOOPERS:			1,040.86	1,040.86	
L.N. CURTIS & SONS						
32698	L.N. CURTIS & SONS	INV37725	SHERIFF	812.20	.00	
	Total L.N. CURTIS & SONS:			812.20	.00	
LAMAR COMPANIES, THE						
30194	LAMAR COMPANIES, THE	107252381	TRAVEL COUNCIL	2,900.00	2,900.00	08/03/2016
30194	LAMAR COMPANIES, THE	107257891	TRAVEL COUNCIL	750.00	750.00	08/03/2016
30194	LAMAR COMPANIES, THE	107273869	TRAVEL COUNCIL	1,800.00	1,800.00	08/03/2016
30194	LAMAR COMPANIES, THE	107257891	TRAVEL COUNCIL	750.00	750.00	08/03/2016
30194	LAMAR COMPANIES, THE	107273869	TRAVEL COUNCIL	1,800.00	1,800.00	08/03/2016
	Total LAMAR COMPANIES, THE:			8,000.00	8,000.00	
LEGRAND JOHNSON CONSTRUCTION						
32515	LEGRAND JOHNSON CONSTRU	285230	ROAD	704.90	.00	
32515	LEGRAND JOHNSON CONSTRU	287639	ROAD	1,684.72	.00	
32515	LEGRAND JOHNSON CONSTRU	289382	ROAD	456.00	.00	
	Total LEGRAND JOHNSON CONSTRUCTION:			2,845.62	.00	
LES OLSON COMPANY						
34276	LES OLSON COMPANY	EA664131	EMS	87.43	.00	
	Total LES OLSON COMPANY:			87.43	.00	
MADBRO SPORTS						
30957	MADBRO SPORTS	50578	SEARCH & RESCUE	59.80	.00	
30957	MADBRO SPORTS	50540	SEARCH & RESCUE	59.99	.00	
	Total MADBRO SPORTS:			119.79	.00	
MARSHALL, JOHN F.						
30127	MARSHALL, JOHN F.	JULY 31 2016	SAR MILEAGE REIMBURSEMEN	28.08	.00	
	Total MARSHALL, JOHN F.:			28.08	.00	
MATTHEW BENDER & CO., INC.						
20140	MATTHEW BENDER & CO., INC.	84817224	LIBRARY	636.76	.00	
	Total MATTHEW BENDER & CO., INC.:			636.76	.00	
MCCANDLESS TRUCKING CENTER						
34681	MCCANDLESS TRUCKING CEN	P105011718:0	ROAD	128.54	.00	
	Total MCCANDLESS TRUCKING CENTER:			128.54	.00	
MOAB CITY INC.						
20755	MOAB CITY INC.	07-16	ANIMAL CONTROL/LABOR/HOU	1,197.56	.00	
20755	MOAB CITY INC.	07-16	ANIMAL CONTROL/MILEAGE	366.24	.00	

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
20755	MOAB CITY INC.	JULY 2016	Grand Center/Senior	136.92	.00	
20755	MOAB CITY INC.	JULY 2016	Old Library	443.69	.00	
20755	MOAB CITY INC.	JULY 2016	Star Hall	86.07	.00	
20755	MOAB CITY INC.	JULY 2016	Sprinkler System	254.65	.00	
20755	MOAB CITY INC.	JULY 2016	Travel Council	266.33	.00	
20755	MOAB CITY INC.	07-16	ANIMAL CONTROL/BENEFITS	900.32	.00	
20755	MOAB CITY INC.	JULY 2016	Grand Center/Civic	136.92	.00	
20755	MOAB CITY INC.	JULY 2016	New Library	119.03	.00	
20755	MOAB CITY INC.	JULY 2016	Museum	49.92	.00	
20755	MOAB CITY INC.	JULY 2016	Courthouse	827.80	.00	
20755	MOAB CITY INC.	JULY 2016	EMS	60.10	.00	
20755	MOAB CITY INC.	JULY 2016	128 E 100 N	10.00	.00	
20755	MOAB CITY INC.	JULY 2016	Bus GR 75%	54.26	.00	
20755	MOAB CITY INC.	JULY 2016	Old Senior Center	86.07	.00	
20755	MOAB CITY INC.	JULY 2016	Bus GR 25%	18.09	.00	
20755	MOAB CITY INC.	JULY 2016	Family Support Center	102.18	.00	
20755	MOAB CITY INC.	JULY 2016	MMAD40%	19.84	.00	
20755	MOAB CITY INC.	JULY 2016	Recycle 50%	24.81	.00	
20755	MOAB CITY INC.	JUL 2016	city fines	7,604.37	.00	
20755	MOAB CITY INC.	JULY 2016	Weed 10%	4.96	.00	
20755	MOAB CITY INC.	JUL 2016	1700310 - CEMETERY	111.08	.00	
	Total MOAB CITY INC.:			12,881.21	.00	
MOAB HEAT N COOL, LLC						
30302	MOAB HEAT N COOL, LLC	12025	OSTA	81.90	.00	
	Total MOAB HEAT N COOL, LLC:			81.90	.00	
MOAB LANDSCAPE MAINTENANCE						
34643	MOAB LANDSCAPE MAINTENA	1130	LIBRARY	286.00	.00	
	Total MOAB LANDSCAPE MAINTENANCE:			286.00	.00	
MONUMENT WASTE SERVICES LLC						
35004	MONUMENT WASTE SERVICES	JULY 2016	CMA000036-CEMETERY	51.00	.00	
35004	MONUMENT WASTE SERVICES	JULY 2016	CMA000037-CEMETERY	51.00	.00	
35004	MONUMENT WASTE SERVICES	JULY 2016	CMA000040-ROAD	91.00	.00	
35004	MONUMENT WASTE SERVICES	JULY 2016	CMA000039-EOC	32.00	.00	
35004	MONUMENT WASTE SERVICES	120545	ROF000024-AIRPORT	360.00	.00	
35004	MONUMENT WASTE SERVICES	JULY 2016	CMA000041-SENIOR CENTER	40.00	.00	
35004	MONUMENT WASTE SERVICES	JULY 2016	CMA000151-JAIL	60.00	.00	
35004	MONUMENT WASTE SERVICES	JULY 2016	CMA000035-ARENA	260.00	.00	
35004	MONUMENT WASTE SERVICES	120256	ROF000046-SANDFLATS	360.00	.00	
	Total MONUMENT WASTE SERVICES LLC:			1,305.00	.00	
MOSHER, EYAN						
34711	MOSHER, EYAN	JULY 31 2016	TRANSFER	12.00	.00	
34711	MOSHER, EYAN	JUL 27 2016	TRANSFER	11.00	.00	
	Total MOSHER, EYAN:			23.00	.00	
MOUNTAIN AMERICA CREDIT UNION						
21255	MOUNTAIN AMERICA CREDIT U	PR0731160	EMPLOYEE W/H Mount. Americ	250.00	.00	
	Total MOUNTAIN AMERICA CREDIT UNION:			250.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
MOUNTAINLAND SUPPLY LLC						
21280	MOUNTAINLAND SUPPLY LLC	S101886866.0	KENS LAKE WATERLINE PROJ	59.18	.00	
21280	MOUNTAINLAND SUPPLY LLC	S101891436.0	KENS LAKE WATERLINE PROJ	128.82	.00	
21280	MOUNTAINLAND SUPPLY LLC	S101890022.0	KENS LAKE WATERLINE PROJ	49.91	.00	
21280	MOUNTAINLAND SUPPLY LLC	S101873712.0	KENS LAKE WATERLINE PROJ	57.66	.00	
21280	MOUNTAINLAND SUPPLY LLC	S101886866.0	KENS LAKE WATERLINE PROJ	142.64	.00	
21280	MOUNTAINLAND SUPPLY LLC	S101890337.0	KENS LAKE WATERLINE PROJ	5.14	.00	
21280	MOUNTAINLAND SUPPLY LLC	S101873712.0	KENS LAKE WATERLINE PROJ	6,062.84	.00	
21280	MOUNTAINLAND SUPPLY LLC	S101886984.0	KENS LAKE WATERLINE PROJ	3.63	.00	
21280	MOUNTAINLAND SUPPLY LLC	S101891314.0	KENS LAKE WATERLINE PROJ	773.36	.00	
21280	MOUNTAINLAND SUPPLY LLC	S101889992.0	KENS LAKE WATERLINE PROJ	1,134.78	.00	
21280	MOUNTAINLAND SUPPLY LLC	S101873712.0	KENS LAKE WATERLINE PROJ	19.23	.00	
21280	MOUNTAINLAND SUPPLY LLC	S101886866.0	KENS LAKE WATERLINE PROJ	16.40	.00	
21280	MOUNTAINLAND SUPPLY LLC	S101889992.0	KENS LAKE WATERLINE PROJ	2,459.79	.00	
21280	MOUNTAINLAND SUPPLY LLC	S101890389.0	KENS LAKE WATERLINE PROJ	109.09	.00	
21280	MOUNTAINLAND SUPPLY LLC	S101886866.0	KENS LAKE WATERLINE PROJ	245.48	.00	
21280	MOUNTAINLAND SUPPLY LLC	S101873712.0	KENS LAKE WATERLINE PROJ	124.50	.00	
Total MOUNTAINLAND SUPPLY LLC:				11,392.45	.00	
NAISMA						
34009	NAISMA	SEP 26-29 201	REGISTRATION/TIM HIGGS	125.00	.00	
Total NAISMA:				125.00	.00	
NATIONAL BENEFIT SERVICES						
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H HSA Plan Pay	200.00	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H HSA Plan Pay	100.00	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H HSA Plan Pay	150.00	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H HSA Plan Pay	3,456.25	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H FSA (Cafe) Pl	1.75	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H FSA (Cafe) Pl	20.84	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H FSA (Cafe) Pl	10.42	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H FSA (Cafe) Pl	62.50	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H FSA (Cafe) Pl	106.25	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H HSA Plan Pay	1,711.10	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H HSA Plan Pay	75.00	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H HSA Plan Pay	330.00	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H HSA Plan Pay	450.00	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H HSA Plan Pay	600.00	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H HSA Plan Pay	50.00	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H FSA (Cafe) Pl	1,530.58	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H FSA (Cafe) Pl	513.34	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H FSA (Cafe) Pl	58.33	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H FSA (Cafe) Pl	75.00	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H FSA (Cafe) Pl	106.25	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H Dependent Chil	208.34	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H HSA Plan Pay	390.00	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H HSA Plan Pay	62.50	.00	
30265	NATIONAL BENEFIT SERVICES	PR0731160	EMPLOYEE W/H HSA Plan Pay	1.00	.00	
Total NATIONAL BENEFIT SERVICES:				10,269.45	.00	
NERONE, MELISSA						
33831	NERONE, MELISSA	JUL 3 2016	SAR MILEAGE REIMBURSEMEN	8.64	.00	
Total NERONE, MELISSA:				8.64	.00	

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
NICKEL, THE						
29803	NICKEL, THE	00421672	TRAVEL COUNCIL	685.00	685.00	08/03/2016
	Total NICKEL, THE:			685.00	685.00	
OFFICE DEPOT, INC						
22060	OFFICE DEPOT, INC	853285238001	TRAVEL COUNCIL	73.40	73.40	08/03/2016
	Total OFFICE DEPOT, INC:			73.40	73.40	
OFFICE OF RECOVERY SERVICES						
22075	OFFICE OF RECOVERY SERVIC	PR0731163	Case #C000954508 Child Suppor	168.00	.00	
	Total OFFICE OF RECOVERY SERVICES:			168.00	.00	
ONEBIRD						
34718	ONEBIRD	1069	MOAB TRAVEL COUNCIL	327.69	327.69	08/03/2016
	Total ONEBIRD:			327.69	327.69	
OVERDRIVE, INC.						
33832	OVERDRIVE, INC.	214534630	LIBRARY	156.94	.00	
	Total OVERDRIVE, INC.:			156.94	.00	
PIPE DREAM LLC						
34947	PIPE DREAM LLC	1486	AIRPORT	564.00	.00	
	Total PIPE DREAM LLC:			564.00	.00	
PITNEY BOWES						
32733	PITNEY BOWES	AUG 3 2016	TRAVEL COUNCIL	5,000.00	5,000.00	08/03/2016
	Total PITNEY BOWES:			5,000.00	5,000.00	
POSTMASTER						
32293	POSTMASTER	AUG 2016	MMAD/BOX 142	70.00	.00	
	Total POSTMASTER:			70.00	.00	
RAY ALLEN MANUFACTURING LLC						
33818	RAY ALLEN MANUFACTURING	RINV009965	SHERIFF/ROCKY	155.54	.00	
	Total RAY ALLEN MANUFACTURING LLC:			155.54	.00	
RIM SUPPLY						
23875	RIM SUPPLY	151234	mmad supplies	35.98	.00	
23875	RIM SUPPLY	150998	ROAD DEPT SUPPLIES	189.95	.00	
23875	RIM SUPPLY	151096	ROAD DEPT SUPPLIES	6.99	.00	
23875	RIM SUPPLY	151245	sHERIFF	7.68	.00	
23875	RIM SUPPLY	150986	mmad supplies	8.33	.00	
23875	RIM SUPPLY	151262	CEMETERY DISTRICT	40.96	.00	
23875	RIM SUPPLY	151076	osta	71.18	.00	
23875	RIM SUPPLY	151175	ROAD DEPT SUPPLIES	487.97	.00	
	Total RIM SUPPLY:			849.04	.00	

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
RIVERSIDE PLUMBING & HEATING						
23930	RIVERSIDE PLUMBING & HEATI	167649	KENS LAKE PROJECT OSTA	33.30	.00	
23930	RIVERSIDE PLUMBING & HEATI	167594	KENS LAKE PROJECT OSTA	6.85	.00	
23930	RIVERSIDE PLUMBING & HEATI	167565	GRAND CENTER	62.10	.00	
	Total RIVERSIDE PLUMBING & HEATING:			102.25	.00	
ROCKY MOUNTAIN AMBULANCE						
24025	ROCKY MOUNTAIN AMBULANC	2016-0159L	ems	402.63	.00	
24025	ROCKY MOUNTAIN AMBULANC	2016-0139L	ems	100.52	.00	
	Total ROCKY MOUNTAIN AMBULANCE:			503.15	.00	
SAN JUAN RECORD						
24455	SAN JUAN RECORD	AUG 2016	LIBRARY	25.00	.00	
	Total SAN JUAN RECORD:			25.00	.00	
SOUDER, MILLER & ASSOCIATES						
35237	SOUDER, MILLER & ASSOCIAT	952524501	OSTA	600.00	.00	
	Total SOUDER, MILLER & ASSOCIATES:			600.00	.00	
STANDARD PLUMBING SUPPLY CO						
25570	STANDARD PLUMBING SUPPLY	FPJ265	JAIL PROJECT	40.56	.00	
25570	STANDARD PLUMBING SUPPLY	FPDN38	KENS LAKE PROJECT OSTA	16.80	.00	
25570	STANDARD PLUMBING SUPPLY	FPN963	KENS LAKE PROJECT OSTA	26.79	.00	
25570	STANDARD PLUMBING SUPPLY	FPJ009	KENS LAKE PROJECT OSTA	11.32	.00	
25570	STANDARD PLUMBING SUPPLY	FPKL89	KENS LAKE PROJECT OSTA	5.20	.00	
	Total STANDARD PLUMBING SUPPLY CO:			100.67	.00	
STAPLES ADVANTAGE						
35239	STAPLES ADVANTAGE	8039926696	TREASURER	58.79	.00	
	Total STAPLES ADVANTAGE:			58.79	.00	
SYMBOLARTS INC						
26060	SYMBOLARTS INC	0260704-IN	CURT BREWER/CLOTHING	95.00	.00	
	Total SYMBOLARTS INC:			95.00	.00	
THE DATA CENTER						
32155	THE DATA CENTER	36762	POSTAGE DUE FOR VALUATIO	1,186.21	.00	
	Total THE DATA CENTER:			1,186.21	.00	
TIEFENBACH NORTH AMERICAN, LLC						
35086	TIEFENBACH NORTH AMERICA	352140	ROAD	56.20	.00	
35086	TIEFENBACH NORTH AMERICA	352136	ROAD	27.75	.00	
35086	TIEFENBACH NORTH AMERICA	352141	ROAD	60.64	.00	
	Total TIEFENBACH NORTH AMERICAN, LLC:			144.59	.00	
TIMES INDEPENDENT						
26580	TIMES INDEPENDENT	22723	CAPITAL PROJECTS	90.00	.00	
26580	TIMES INDEPENDENT	22723	planning	142.50	.00	
26580	TIMES INDEPENDENT	22628	MMAD	37.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
26580	TIMES INDEPENDENT	22723	CLERK	26.25	.00	
26580	TIMES INDEPENDENT	22766	TRAVEL COUNCIL	960.00	960.00	08/03/2016
	Total TIMES INDEPENDENT:			1,256.25	960.00	
TORGERSON LAW OFFICES, P.C.						
33296	TORGERSON LAW OFFICES, P.	587	PUBLIC DEFENDER	6,666.66	.00	
33296	TORGERSON LAW OFFICES, P.	587	PARENTAL DEFENDER	4,333.34	.00	
	Total TORGERSON LAW OFFICES, P.C.:			11,000.00	.00	
TRAVEL GUIDES FREE, INC.						
33672	TRAVEL GUIDES FREE, INC.	2561	TRAVEL COUNCIL	450.00	450.00	08/03/2016
	Total TRAVEL GUIDES FREE, INC.:			450.00	450.00	
TURNER LUMBER COMPANY						
26920	TURNER LUMBER COMPANY	2652032	osta	12.99	.00	
26920	TURNER LUMBER COMPANY	2651688	osta	11.99	.00	
26920	TURNER LUMBER COMPANY	2651830	road	12.98	.00	
26920	TURNER LUMBER COMPANY	2651526	osta	120.33	.00	
26920	TURNER LUMBER COMPANY	2651928	CEMETERY	17.46	.00	
26920	TURNER LUMBER COMPANY	2652087	CEMETERY	46.68	.00	
26920	TURNER LUMBER COMPANY	2652234	CEMETERY	8.26	.00	
26920	TURNER LUMBER COMPANY	2652358	CEMETERY	6.99-	.00	
26920	TURNER LUMBER COMPANY	2652674	CEMETERY	7.40	.00	
26920	TURNER LUMBER COMPANY	2652311	JAIL PROJECT	129.98	.00	
26920	TURNER LUMBER COMPANY	2651221	mAINTENANCE	12.91	.00	
26920	TURNER LUMBER COMPANY	2652024	CEMETERY	25.99	.00	
26920	TURNER LUMBER COMPANY	2652163	CEMETERY	15.54	.00	
26920	TURNER LUMBER COMPANY	2652240	CEMETERY	19.99	.00	
26920	TURNER LUMBER COMPANY	2652525	CEMETERY	30.43	.00	
26920	TURNER LUMBER COMPANY	2652326	library	33.90	.00	
26920	TURNER LUMBER COMPANY	2651568	mAINTENANCE	67.89	.00	
26920	TURNER LUMBER COMPANY	2652225	mAINTENANCE	9.99	.00	
26920	TURNER LUMBER COMPANY	2652460	mAINTENANCE	27.98	.00	
26920	TURNER LUMBER COMPANY	2652262	GRAND CENTER	4.29	.00	
26920	TURNER LUMBER COMPANY	2651277	mAINTENANCE	17.97	.00	
26920	TURNER LUMBER COMPANY	2652497	mAINTENANCE/EOC	24.99	.00	
26920	TURNER LUMBER COMPANY	2652310	GRAND CENTER	4.74	.00	
26920	TURNER LUMBER COMPANY	2651954	osta	76.33	.00	
26920	TURNER LUMBER COMPANY	2652427	airport	19.90	.00	
26920	TURNER LUMBER COMPANY	2652127	KENS LAKE PROJECT	12.45	.00	
	Total TURNER LUMBER COMPANY:			766.37	.00	
UPSTART						
27190	UPSTART	5882766.	LIBRARY	166.50	.00	
	Total UPSTART:			166.50	.00	
URBAN, ERIK						
35181	URBAN, ERIK	JULY 31 2016	TRANSFER	12.00	.00	
	Total URBAN, ERIK:			12.00	.00	
UTAH BUREAU OF CRIMINAL IDENT						
29759	UTAH BUREAU OF CRIMINAL ID	2016 BCI TAC	REGISTRATION TERRI HINES	95.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
Total UTAH BUREAU OF CRIMINAL IDENT:				95.00	.00	
UTAH BUREAU OF FORENSIC SERVICES						
33472	UTAH BUREAU OF FORENSIC S	AUG 5 2016	JAIL/INMATE DNA-VEGA, LISA	125.00	.00	
33472	UTAH BUREAU OF FORENSIC S	AUG 5 2016	JAIL/INMATE DNA-DAWSON,DA	125.00	.00	
Total UTAH BUREAU OF FORENSIC SERVICES:				250.00	.00	
UTAH DEPT WORKFORCE SERVICES						
34589	UTAH DEPT WORKFORCE SER	PR0731162	PITTMAN #156700072 Garnishm	213.72	.00	
Total UTAH DEPT WORKFORCE SERVICES:				213.72	.00	
UTAH LOCAL GOVERNMENT TRUST						
30551	UTAH LOCAL GOVERNMENT T	1530166	GENERAL	5,806.11	.00	
30551	UTAH LOCAL GOVERNMENT T	1530166	ROAD	1,197.01	.00	
30551	UTAH LOCAL GOVERNMENT T	1530166	UMTRA	37.58	.00	
30551	UTAH LOCAL GOVERNMENT T	1530166	CJC	77.41	.00	
30551	UTAH LOCAL GOVERNMENT T	1530166	Sand Flats	181.21	.00	
30551	UTAH LOCAL GOVERNMENT T	1530166	MMAD	250.64	.00	
30551	UTAH LOCAL GOVERNMENT T	1530165	EMS AMBULANCE #519	120.43	.00	
30551	UTAH LOCAL GOVERNMENT T	1530166	E911	45.24	.00	
30551	UTAH LOCAL GOVERNMENT T	1530166	Travel Council	238.19	.00	
30551	UTAH LOCAL GOVERNMENT T	1530166	EMS	569.44	.00	
30551	UTAH LOCAL GOVERNMENT T	1530166	FAMILY SUPPORT	114.01	.00	
30551	UTAH LOCAL GOVERNMENT T	1530166	LIBRARY	525.85	.00	
30551	UTAH LOCAL GOVERNMENT T	1530166	DV	42.26	.00	
30551	UTAH LOCAL GOVERNMENT T	1530164	ROAD	357.35-	.00	
Total UTAH LOCAL GOVERNMENT TRUST:				8,848.03	.00	
UTAH STATE ARCHIVES & RECORDS						
27705	UTAH STATE ARCHIVES & REC	620000000160	recording supplies	163.00	.00	
Total UTAH STATE ARCHIVES & RECORDS:				163.00	.00	
UTAH STATE TREASURER						
27740	UTAH STATE TREASURER	JULY 2016	OFF-HIGHWAY VEHICLES	245.55	.00	
27740	UTAH STATE TREASURER	JULY 2016	35% surcharge	6,407.69	.00	
27740	UTAH STATE TREASURER	JULY 2016	80%OF $32 COURT SECURITY	10,304.81	.00	
27740	UTAH STATE TREASURER	JULY 2016	wildlife resources	286.32	.00	
27740	UTAH STATE TREASURER	JULY 2016	90% SURCHARGE	6,766.62	.00	
27740	UTAH STATE TREASURER	JULY 2016	childrens defense trst fund	50.00	.00	
Total UTAH STATE TREASURER:				24,060.99	.00	
VERIZON WIRELESS						
27995	VERIZON WIRELESS	JULY 2016	Monty Risenhover	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Senior on call	30.66	.00	
27995	VERIZON WIRELESS	JULY 2016	Levi Mallory	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Command Toughbook	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Brady Rich	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Bill Hulse	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Command Toughbook	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Matt I-Pad	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Marvin I-Pad	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Carlin Walker-Heath	40.01	.00	

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
27995	VERIZON WIRELESS	JULY 2016	Fire Warden	54.04	.00	
27995	VERIZON WIRELESS	JULY 2016	Emergency Command 1	30.66	.00	
27995	VERIZON WIRELESS	JULY 2016	Joshua Honour	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Kristin Marsh	55.40	.00	
27995	VERIZON WIRELESS	JULY 2016	Rick Bailey	40.09	.00	
27995	VERIZON WIRELESS	JULY 2016	Sandflats	54.04	.00	
27995	VERIZON WIRELESS	JULY 2016	Attorney	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Steve's Toughbook	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Carlin Walker-Heath	40.03	.00	
27995	VERIZON WIRELESS	JULY 2016	Zane Lammert	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Bill Jackson	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Steve's Air Card I-PAD	39.02	.00	
27995	VERIZON WIRELESS	JULY 2016	Jeff Whitney	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Council Admin	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Graig Thomas	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Braydon Palmer	40.42	.00	
27995	VERIZON WIRELESS	JULY 2016	Drug Tracker	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	EMS On-Call	39.16	.00	
27995	VERIZON WIRELESS	JULY 2016	Office	44.36	.00	
27995	VERIZON WIRELESS	JULY 2016	Emergency Command 2	30.66	.00	
27995	VERIZON WIRELESS	JULY 2016	Family Support	30.60	.00	
27995	VERIZON WIRELESS	JULY 2016	EMS	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Mike Thurston	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Al Cymbaluk	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Sandflats	30.60	.00	
27995	VERIZON WIRELESS	JULY 2016	Drug Tracker	54.04	.00	
27995	VERIZON WIRELESS	JULY 2016	EMS	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	New USB Modem SHERIFF	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	EMS	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Bill Hulse	32.93	.00	
27995	VERIZON WIRELESS	JULY 2016	Archie Walker	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Brandon Black	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Darrel Mecham	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Kristin Marsh	150.00-	.00	
27995	VERIZON WIRELESS	JULY 2016	EMS	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	CURT	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Grand Ctr Air Card	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Veronica's Air Card	40.01	.00	
27995	VERIZON WIRELESS	JULY 2016	Nate Whitney	40.01	.00	
	Total VERIZON WIRELESS:			1,777.03	.00	
VISA-ZIONS FIRST NAT. BANK						
28115	VISA-ZIONS FIRST NAT. BANK	JULY-2016	7687/ROBERT PHILLIPS	30.00	.00	
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	7651/ELAINE GIZLER	6.62	6.62	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	7651/ELAINE GIZLER	144.00	144.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	7651/ELAINE GIZLER	119.00	119.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	7651/ELAINE GIZLER	23.45	23.45	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	1951/TIM HIGGS	20.00	20.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	0755/DIANA CARROLL TRAVEL	1,110.00	1,110.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	0755/DIANA CARROLL TRAVEL	102.24	102.24	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	7651/ELAINE GIZLER	13.39	13.39	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	7651/ELAINE GIZLER	35.00	35.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	7651/ELAINE GIZLER	1,571.85	1,571.85	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	TAX	14.99	14.99	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	1951/TIM HIGGS	164.86	164.86	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	0755/DIANA CARROLL TRAVEL	530.20	530.20	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	0755/DIANA CARROLL TRAVEL	255.60	255.60	08/03/2016

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	0755/DIANA CARROLL TRAVEL	102.24	102.24	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	0755/DIANA CARROLL TRAVEL	102.24	102.24	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	2058/VERLEEN STRIBLEN	756.50	756.50	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	4652/VERONICA BULLOCK	30.00	30.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	7859/DANIEL MALONE	3.69	3.69	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	2454/DARREL MECHAM	38.59	38.59	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	2454/DARREL MECHAM	43.02	43.02	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	0656/LEVI MALLORY	129.95	129.95	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	0656/LEVI MALLORY	23.28	23.28	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	9450/STEVE WHITE	274.50	274.50	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	8556/JEFF WHITNEY	79.08	79.08	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	8759/CONNIE HAYCOCK	62.95	62.95	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	1557/JAMES WEBSTER	223.23	223.23	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	0052/DIANA CARROLL	40.20	40.20	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	2757/AL CYMBALUK	23.08	23.08	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	2757/AL CYMBALUK	12.39	12.39	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	2757/AL CYMBALUK	34.50	34.50	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	TAX	12.10	12.10	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	5457/ANDREW SMITH	16.20	16.20	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	4152/KRISTIN MARSH	29.74	29.74	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	4855/ZACHARIA LEVINE	110.00	110.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	9559/JUDSON HILL	30.00	30.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	9559/JUDSON HILL	126.85	126.85	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	2058/VERLEEN STRIBLEN	25.42	25.42	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	2058/VERLEEN STRIBLEN	62.90	62.90	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	9054/CURT BREWER	9.69	9.69	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	2454/DARREL MECHAM	32.10	32.10	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	2454/DARREL MECHAM	33.74	33.74	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	4856/BRAYDON PALMER	56.97	56.97	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	TAX	18.00	18.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	1753/STEVE WHITE OFFICE	26.00	26.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	9450/STEVE WHITE	36.45	36.45	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	8556/JEFF WHITNEY	203.20	203.20	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	0755/JAYLYN HAWKS	110.00	110.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	0052/DIANA CARROLL	73.89	73.89	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	1654/ANDREW FITZGERALD	239.00	239.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	2757/AL CYMBALUK	12.48	12.48	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	2757/AL CYMBALUK	5.12	5.12	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	2757/AL CYMBALUK	96.00	96.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	5457/ANDREW SMITH	351.80	351.80	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	1050/CHRSTOPHER KAUFFMA	238.59	238.59	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	0557/CARRIE VALDES	418.00	418.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	9559/JUDSON HILL	30.00	30.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	9559/JUDSON HILL	116.10	116.10	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	0656/LEVI MALLORY	23.15	23.15	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	5052/RICK BAILEY	37.45	37.45	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	5052/RICK BAILEY	198.00	198.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	5052/RICK BAILEY	178.99	178.99	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	TAX	26.20	26.20	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	5052/RICK BAILEY	200.00	200.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	5052/RICK BAILEY	190.00	190.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	4154/RUTH DILLON	27.95	27.95	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	4154/RUTH DILLON	62.99	62.99	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	8659/MATT CENICEROS	149.99	149.99	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	5052/RICK BAILEY	10.00	10.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	TAX	24.94	24.94	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	5052/RICK BAILEY	200.00	200.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	5052/RICK BAILEY	5.60	5.60	08/03/2016

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	TAX	26.20	26.20	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	5052/RICK BAILEY	145.00	145.00	08/03/2016
28115	VISA-ZIONS FIRST NAT. BANK	JULY 2016	4154/RUTH DILLON	19.70	19.70	08/03/2016
	Total VISA-ZIONS FIRST NAT. BANK:			10,167.14	10,137.14	
WALKER DRUG						
29324	WALKER DRUG	146872	LIBRARY	27.92	.00	
29324	WALKER DRUG	146822	EMS EXPENSE	18.63	.00	
29324	WALKER DRUG	146889	EXTENSION	7.00	.00	
29324	WALKER DRUG	146886	OSTA	41.96	.00	
	Total WALKER DRUG:			95.51	.00	
WF COMMUNICATIONS						
28915	WF COMMUNICATIONS	249722	EMS	45.75	.00	
28915	WF COMMUNICATIONS	249718	ROAD	68.80	.00	
28915	WF COMMUNICATIONS	249728	sheriff	389.15	.00	
28915	WF COMMUNICATIONS	249710	ROAD	125.05	.00	
	Total WF COMMUNICATIONS:			628.75	.00	
XEROX CORPORATION						
29100	XEROX CORPORATION	085642847	recorder	23.12	.00	
	Total XEROX CORPORATION:			23.12	.00	
	Grand Totals:			166,445.58	36,178.97	

Dated: 8/5/16

County Auditor: Diana Carroll

Council Chairperson: Elizabeth A. Dubois

Council: [illegible]

Council: Mary McKann

Check No. 93637 - 93744

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
BAIRD, MIKE						
11145	BAIRD, MIKE	AUG 15 2016	PROFESSIONAL SERVICES LIB	600.00	600.00	08/09/2016
	Total BAIRD, MIKE:			600.00	600.00	
BENNETT BODY & FRAME INC.						
35240	BENNETT BODY & FRAME INC.	35	SHERIFF	12,379.50	12,379.50	08/09/2016
	Total BENNETT BODY & FRAME INC.:			12,379.50	12,379.50	
BONNEVILLE INTERMOUNTAIN RADIO						
32193	BONNEVILLE INTERMOUNTAIN	DEN177885-2	TRAVEL COUNCIL	6,987.00	6,987.00	08/09/2016
32193	BONNEVILLE INTERMOUNTAIN	SLC27821NR-	TRAVEL COUNCIL	2,990.00	2,990.00	08/09/2016
	Total BONNEVILLE INTERMOUNTAIN RADIO:			9,977.00	9,977.00	
CDW GOVERNMENT INC.						
12830	CDW GOVERNMENT INC.	DPM2025	SHERIFF	600.00	600.00	08/09/2016
	Total CDW GOVERNMENT INC.:			600.00	600.00	
CHRIS JENSEN ELECTRICAL TRAINING						
35242	CHRIS JENSEN ELECTRICAL T	JULY 13 2016	BUILDING INSPECTOR	2,660.04	2,660.04	08/09/2016
	Total CHRIS JENSEN ELECTRICAL TRAINING:			2,660.04	2,660.04	
CIGNA HEALTHCARE - C/O WELLS FARGO						
34613	CIGNA HEALTHCARE - C/O W	AUG 2016	PREMIUM	44,571.27	44,571.27	08/15/2016
34613	CIGNA HEALTHCARE - C/O W	AUG 2016	FUNDING	100,686.35	100,686.35	08/15/2016
	Total CIGNA HEALTHCARE - C/O WELLS FARGO:			145,257.62	145,257.62	
DIRECTV						
31998	DIRECTV	28960350711.	SHERIFF	134.92	134.92	08/09/2016
31998	DIRECTV	28922543302.	AIRPORT	154.80	154.80	08/09/2016
	Total DIRECTV:			289.72	289.72	
ENTERPRIS SER CENTER-FED AVIATION ADM						
34794	ENTERPRIS SER CENTER-FED	13459	ROAD	1,241.22	1,241.22	08/09/2016
34794	ENTERPRIS SER CENTER-FED	13617	ROAD	342.22	342.22	08/09/2016
	Total ENTERPRIS SER CENTER-FED AVIATION ADM:			1,583.44	1,583.44	
FEDEX						
15375	FEDEX	5-502-66802	travel cnl postage	15.21	15.21	08/09/2016
	Total FEDEX:			15.21	15.21	
FRONTIER						
15810	FRONTIER	JULY 2016	e911-435-196-1799	280.90	280.90	08/09/2016
15810	FRONTIER	JULY 2016	e911/0386	990.65	990.65	08/09/2016

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
	Total FRONTIER:			1,271.55	1,271.55	
FRUITA CO-OP						
15825	FRUITA CO-OP	167536	ROAD DEPT	79.99	79.99	08/09/2016
	Total FRUITA CO-OP:			79.99	79.99	
GALE GROUP, THE						
15875	GALE GROUP, THE	58325191	LIBRARY	25.34	25.34	08/09/2016
15875	GALE GROUP, THE	58359231	LIBRARY	37.04	37.04	08/09/2016
	Total GALE GROUP, THE:			62.38	62.38	
GIZLER, ELAINE						
34892	GIZLER, ELAINE	AUG 3-5 2016	PER DIEM	19.23	19.23	08/09/2016
	Total GIZLER, ELAINE:			19.23	19.23	
GOSTLIN, JIM						
32981	GOSTLIN, JIM	JUN 19 2016	SAR MILEAGE REIMBURSEMEN	4.32	4.32	08/09/2016
32981	GOSTLIN, JIM	JUN 5 2016	SAR MILEAGE REIMBURSEMEN	4.32	4.32	08/09/2016
	Total GOSTLIN, JIM:			8.64	8.64	
GRAINGER						
16310	GRAINGER	9165979130	AIRPORT	109.36	109.36	08/09/2016
	Total GRAINGER:			109.36	109.36	
GRAND WATER & SEWER S A						
16530	GRAND WATER & SEWER S A	JULY 2016	16042601-OSTA-REC COMPLEX	50.45	50.45	08/09/2016
16530	GRAND WATER & SEWER S A	JULY 2016	15112502/PUBLIC SAFETY BLD	148.55	148.55	08/09/2016
16530	GRAND WATER & SEWER S A	JULY 2016	8039901/GRAND COUNTY CEM	52.85	52.85	08/09/2016
16530	GRAND WATER & SEWER S A	JULY 2016	1604171/OSTA WATER	49.10	49.10	08/09/2016
16530	GRAND WATER & SEWER S A	JULY 2016	1507491/OSTA SEWER & WATE	152.85	152.85	08/09/2016
16530	GRAND WATER & SEWER S A	JULY 2016	15111401/ROAD	87.75	87.75	08/09/2016
	Total GRAND WATER & SEWER S A:			541.55	541.55	
HAAS ROCK PUBLICATIONS						
34054	HAAS ROCK PUBLICATIONS	9109	MOAB TRAVEL COUNCIL	1,500.00	1,500.00	08/09/2016
	Total HAAS ROCK PUBLICATIONS:			1,500.00	1,500.00	
HONNEN EQUIPMENT						
32556	HONNEN EQUIPMENT	768250	ROAD	76.48	76.48	08/09/2016
32556	HONNEN EQUIPMENT	769670	ROAD	101.09-	101.09-	08/09/2016
32556	HONNEN EQUIPMENT	769054	ROAD	101.09	101.09	08/09/2016
	Total HONNEN EQUIPMENT:			76.48	76.48	
HUGENTOBLER, MEL						
34896	HUGENTOBLER, MEL	JUN 5 2016	SAR MILEAGE REIMBURSEMEN	2.70	2.70	08/09/2016
34896	HUGENTOBLER, MEL	APR 24 2016	SAR MILEAGE REIMBURSEMEN	5.40	5.40	08/09/2016
	Total HUGENTOBLER, MEL:			8.10	8.10	

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
IRON COUNTY SHERIFF'S OFFICE						
32393	IRON COUNTY SHERIFF'S OFFI	AUG 8 2016	WARRANT#2072519-JESSE MC	245.00	245.00	08/09/2016
Total IRON COUNTY SHERIFF'S OFFICE:				245.00	245.00	
IRS - FICA/FWT						
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	1,811.89	1,811.89	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	78.09	78.09	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	63.15	63.15	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	140.03	140.03	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	291.05	291.05	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	423.82	423.82	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	10,216.71	10,216.71	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	423.87	423.87	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	107.97	107.97	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	1,002.94	1,002.94	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	200.91	200.91	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	931.02	931.02	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	427.97	427.97	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	456.77	456.77	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	18.26	18.26	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	14.77	14.77	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	32.75	32.75	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	68.07	68.07	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	99.11	99.11	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	2,389.39	2,389.39	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	99.13	99.13	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	25.25	25.25	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	10,357.95	10,357.95	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	423.87	423.87	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	107.97	107.97	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	1,002.94	1,002.94	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	200.91	200.91	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	931.02	931.02	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	427.97	427.97	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	1,953.13	1,953.13	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	78.09	78.09	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	63.15	63.15	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	140.03	140.03	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	291.05	291.05	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Social Security Pay P	423.82	423.82	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	2,389.39	2,389.39	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	99.13	99.13	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	25.25	25.25	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	234.55	234.55	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	46.98	46.98	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	217.73	217.73	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	100.09	100.09	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	456.77	456.77	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	18.26	18.26	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	234.55	234.55	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	46.98	46.98	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	217.73	217.73	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	100.09	100.09	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Federal Witholding P	3,104.88	3,104.88	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Federal Witholding P	134.75	134.75	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Federal Witholding P	34.65	34.65	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Federal Witholding P	239.54	239.54	08/10/2016

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Federal Witholding P	256.04	256.04	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Federal Witholding P	633.32	633.32	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	14.77	14.77	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	32.75	32.75	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	68.07	68.07	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Medicare Pay Period:	99.11	99.11	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Federal Witholding P	17,919.29	17,919.29	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Federal Witholding P	712.90	712.90	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Federal Witholding P	139.28	139.28	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Federal Witholding P	1,428.89	1,428.89	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Federal Witholding P	240.18	240.18	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Federal Witholding P	1,109.50	1,109.50	08/10/2016
33378	IRS - FICA/FWT	PR0731161	FICA/FWT Federal Witholding P	414.87	414.87	08/10/2016
	Total IRS - FICA/FWT:			66,495.11	66,495.11	
LAMAR COMPANIES, THE						
30194	LAMAR COMPANIES, THE	107288257	TRAVEL COUNCIL	4,200.00	4,200.00	08/09/2016
	Total LAMAR COMPANIES, THE:			4,200.00	4,200.00	
LIBERTY MUTUAL INSURANCE GROUP						
31847	LIBERTY MUTUAL INSURANCE	315768	Liberty Mutual	227.36	227.36	08/09/2016
31847	LIBERTY MUTUAL INSURANCE	315768	Liberty Mutual	3,007.60	3,007.60	08/09/2016
31847	LIBERTY MUTUAL INSURANCE	315768	Liberty Mutual	500.58	500.58	08/09/2016
	Total LIBERTY MUTUAL INSURANCE GROUP:			3,735.54	3,735.54	
LIFE ASSIST						
32666	LIFE ASSIST	760362	EMS	131.00	131.00	08/09/2016
	Total LIFE ASSIST:			131.00	131.00	
LITTLE AMERICA HOTEL						
31382	LITTLE AMERICA HOTEL	6682420	TAX	51.92	51.92	08/09/2016
31382	LITTLE AMERICA HOTEL	6682419	TAX	51.92	51.92	08/09/2016
31382	LITTLE AMERICA HOTEL	6682421	TAX	51.92	51.92	08/09/2016
31382	LITTLE AMERICA HOTEL	6682420	LODGING/SCOTT CROOKSTON	412.00	412.00	08/09/2016
31382	LITTLE AMERICA HOTEL	6682419	LODGING/TIM HIGGS	412.00	412.00	08/09/2016
31382	LITTLE AMERICA HOTEL	6682421	LODGING/WIGHT ROBINSON	412.00	412.00	08/09/2016
	Total LITTLE AMERICA HOTEL:			1,391.76	1,391.76	
MCC DRUG & ALCOHOL SCREENING INC.						
35188	MCC DRUG & ALCOHOL SCREE	12229	ROAD	23.00	23.00	08/09/2016
	Total MCC DRUG & ALCOHOL SCREENING INC.:			23.00	23.00	
MCCANDLESS TRUCKING CENTER						
34681	MCCANDLESS TRUCKING CEN	P105006682:0	ROAD	449.51	449.51	08/12/2016
	Total MCCANDLESS TRUCKING CENTER:			449.51	449.51	
MILE HIGH OUTDOOR						
33444	MILE HIGH OUTDOOR	188473	TRAVEL COUNCIL	250.00	250.00	08/09/2016
	Total MILE HIGH OUTDOOR:			250.00	250.00	

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
MOAB FORD						
12905	MOAB FORD	6025396	ems	355.00	355.00	08/12/2016
12905	MOAB FORD	6024784	JAIL/VERONICA TRUCK	97.90	97.90	08/12/2016
	Total MOAB FORD:			452.90	452.90	
MOAB VETERINARY CLINIC						
20995	MOAB VETERINARY CLINIC	621912	ROCKY/SHERIFF	94.45	94.45	08/09/2016
	Total MOAB VETERINARY CLINIC:			94.45	94.45	
MURDOCK, DOUG						
33828	MURDOCK, DOUG	AUG 15 2016	EMS OFFLINE MEDICAL DIREC	125.00	125.00	08/09/2016
	Total MURDOCK, DOUG:			125.00	125.00	
NEXSTAR BROADCASTING INC.						
34452	NEXSTAR BROADCASTING INC	34452	MOAB TRAVEL COUNCIL	300.00	300.00	08/09/2016
	Total NEXSTAR BROADCASTING INC.:			300.00	300.00	
NICHOLAS AND COMPANY						
21780	NICHOLAS AND COMPANY	5626630	JAIL	780.18	780.18	08/09/2016
21780	NICHOLAS AND COMPANY	5602277	JAIL	692.67	692.67	08/09/2016
21780	NICHOLAS AND COMPANY	5602277	JAIL	110.18	110.18	08/09/2016
21780	NICHOLAS AND COMPANY	5618659	JAIL	646.35	646.35	08/09/2016
21780	NICHOLAS AND COMPANY	5626630	JAIL	54.34	54.34	08/09/2016
21780	NICHOLAS AND COMPANY	5602277	JAIL	104.14	104.14	08/09/2016
21780	NICHOLAS AND COMPANY	5610452	JAIL	735.48	735.48	08/09/2016
	Total NICHOLAS AND COMPANY:			3,123.34	3,123.34	
OWL SWD OPERATING, LLC						
35241	OWL SWD OPERATING, LLC	AUG 9 2016	REFUND OF OVERPAYMENT	9,598.56	9,598.56	08/09/2016
	Total OWL SWD OPERATING, LLC:			9,598.56	9,598.56	
PACIFIC OUTDOOR ADVERTISING						
35110	PACIFIC OUTDOOR ADVERTISI	21721	MOAB TRAVEL COUNCIL	2,250.00	2,250.00	08/09/2016
	Total PACIFIC OUTDOOR ADVERTISING:			2,250.00	2,250.00	
REAGAN OUTDOOR ADVERTISING						
23550	REAGAN OUTDOOR ADVERTISI	072600	TRAVEL COUNCIL	12,954.60	12,954.60	08/09/2016
	Total REAGAN OUTDOOR ADVERTISING:			12,954.60	12,954.60	
RUSSELL, STEVE ATTORNEY						
24235	RUSSELL, STEVE ATTORNEY	AUG 15 2016	ATTORNEY EMPLOYMENT AGR	1,166.67	1,166.67	08/09/2016
	Total RUSSELL, STEVE ATTORNEY:			1,166.67	1,166.67	
SECURUS TECHNOLOGIES						
31410	SECURUS TECHNOLOGIES	151482	JAIL/INMATES	527.21	527.21	08/09/2016
	Total SECURUS TECHNOLOGIES:			527.21	527.21	

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
SPANISH VALLEY MORTUARY						
33698	SPANISH VALLEY MORTUARY	2016-042	INDIGENT BURIAL	1,633.00	1,633.00	08/09/2016
	Total SPANISH VALLEY MORTUARY:			1,633.00	1,633.00	
STATE OF UTAH/DTS						
25660	STATE OF UTAH/DTS	1701R2170000	DISPATCH/JAIL	51.48	51.48	08/09/2016
	Total STATE OF UTAH/DTS:			51.48	51.48	
SYSCO INTERMOUNTAIN FOOD SER						
26065	SYSCO INTERMOUNTAIN FOO	613804696	JAIL	5.00	5.00	08/09/2016
26065	SYSCO INTERMOUNTAIN FOO	613895000	JAIL	443.94	443.94	08/09/2016
26065	SYSCO INTERMOUNTAIN FOO	613981476	JAIL	5.00	5.00	08/09/2016
26065	SYSCO INTERMOUNTAIN FOO	613804696	JAIL	627.64	627.64	08/09/2016
26065	SYSCO INTERMOUNTAIN FOO	613895000	JAIL	5.00	5.00	08/09/2016
26065	SYSCO INTERMOUNTAIN FOO	613981476	JAIL	641.24	641.24	08/09/2016
	Total SYSCO INTERMOUNTAIN FOOD SER:			1,727.82	1,727.82	
UTAH RETIREMENT SYSTEMS						
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 401(K) Pay	1,724.54	1,724.54	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 401(K) Pay	200.00	200.00	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 401(K) Pay	50.00	50.00	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 401(K) Pay	250.00	250.00	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 401(K) Pay	184.52	184.52	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 401(K) Pay	478.48	478.48	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 401(K) Pay	30.75	30.75	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 401(K) Pay	25.61	25.61	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 401(K) Pay	351.75	351.75	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 401(K) Pay	10.76	10.76	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 401(K) Pay	50.00	50.00	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 401(K) Pay	315.71	315.71	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 401(K) Pay	1,403.47	1,403.47	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 401(K) Pay	95.24	95.24	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 401(K) Pay	44.26	44.26	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 401(K) Pay	85.13	85.13	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 401(K) Pay	141.90	141.90	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB HYB 401	70.70	70.70	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 401(K) Pay	184.30	184.30	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 401(K) Pol P	1,120.71	1,120.71	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB HYB 401	44.03	44.03	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB HYB 401	167.98	167.98	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB HYB 401	73.20	73.20	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB HYB 401	22.42	22.42	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB HYB 401	25.30	25.30	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB HYB 401	47.00	47.00	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB PS HYB	244.12	244.12	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DC 401(K) P	21.19	21.19	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DC 401(K) P	211.90	211.90	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement 457 Pay Period:	40.93	40.93	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement ROTH IRA Pay	763.56	763.56	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement ROTH IRA Pay	25.00	25.00	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement TRADITIONAL I	25.00	25.00	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement Retirement-repa	1,421.60	1,421.60	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement Retirement-repa	25.63-	25.63-	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement Retirement-repa	35.17	35.17	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB Hybrid P	3,099.01	3,099.01	08/05/2016

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB HYB 401	300.00	300.00	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB HYB 401	369.96	369.96	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB HYB 401	36.62	36.62	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB HYB 401	114.34	114.34	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB HYB 401	47.08	47.08	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB PS HYB	55.38	55.38	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DC 401(K) P	415.00	415.00	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DC 401(K) P	449.69	449.69	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement 457 Pay Period:	982.68	982.68	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement 457 Pay Period:	50.00	50.00	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement ROTH IRA Pay	60.44	60.44	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement ROTH IRA Pay	95.00	95.00	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement TRADITIONAL I	5.00	5.00	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement Retirement-repa	91.66	91.66	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement Retirement-repa	20.88	20.88	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement Retirement-repa	30.58	30.58	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB Hybrid P	613.23	613.23	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB Hybrid P	187.80	187.80	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB Hybrid P	211.84	211.84	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB Hybrid P	306.71	306.71	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB Hybrid P	957.78	957.78	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB Hybrid P	394.39	394.39	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB PS Hybri	4,342.36	4,342.36	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DC Pay Per	141.76	141.76	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 Non-Contribu	4,440.95	4,440.95	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 Non-Contribu	285.42	285.42	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 Non-Contribu	237.71	237.71	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 Non-Contribu	1,710.75	1,710.75	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 Non-Contribu	354.62	354.62	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 Contributory	864.24	864.24	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DB Hybrid P	393.62	393.62	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T2 DC Pay Per	300.84	300.84	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 Non-Contribu	13,026.24	13,026.24	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 Non-Contribu	883.96	883.96	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 Non-Contribu	410.77	410.77	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 Non-Contribu	790.15	790.15	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 Non-Contribu	1,317.05	1,317.05	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 Contributory	393.59	393.59	08/05/2016
27725	UTAH RETIREMENT SYSTEMS	PR0731162	Utah Retirement T1 Police Non-C	8,203.52	8,203.52	08/05/2016
	Total UTAH RETIREMENT SYSTEMS:			56,953.22	56,953.22	
UTAH STATE UNIVERSITY						
27765	UTAH STATE UNIVERSITY	A35623-16-1	SALARIES	6,852.89	6,852.89	08/09/2016
27765	UTAH STATE UNIVERSITY	A35623-16-2	SALARIES	2,434.66	2,434.66	08/09/2016
27765	UTAH STATE UNIVERSITY	A35623-16-1	BENEFITS	2,898.02	2,898.02	08/09/2016
27765	UTAH STATE UNIVERSITY	A35623-16-2	BENEFITS	1,885.50	1,885.50	08/09/2016
	Total UTAH STATE UNIVERSITY:			14,071.07	14,071.07	
UTAH.COM						
27825	UTAH.COM	203519	MOAB TRAVEL COUNCIL	1,489.00	1,489.00	08/09/2016
	Total UTAH.COM:			1,489.00	1,489.00	
VARIDESK, LLC						
34984	VARIDESK, LLC	I-N-25688	CLERK	485.00	485.00	08/09/2016

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
Total VARIDESK, LLC:				485.00	485.00	
WASH IT EXPRESS						
30367	WASH IT EXPRESS	JULY 2016	2044-EMS	54.11	54.11	08/09/2016
30367	WASH IT EXPRESS	JULY 2016	2010/SHERIFF	234.83	234.83	08/09/2016
30367	WASH IT EXPRESS	JULY 2016	2056/SENIOR CENTER	2.55	2.55	08/09/2016
Total WASH IT EXPRESS:				291.49	291.49	
WHEELER MACHINERY						
28700	WHEELER MACHINERY	SS000099932	ROAD DEPARTMENT	1,802.47	1,802.47	08/09/2016
28700	WHEELER MACHINERY	PS000386864	ROAD DEPARTMENT	4.10	4.10	08/09/2016
28700	WHEELER MACHINERY	PS000388707	ROAD DEPARTMENT	22.88	22.88	08/09/2016
28700	WHEELER MACHINERY	PS000388113	ROAD DEPARTMENT	56.24	56.24	08/09/2016
28700	WHEELER MACHINERY	PC000034855	ROAD DEPARTMENT	384.51-	384.51-	08/09/2016
28700	WHEELER MACHINERY	PS000386863	ROAD DEPARTMENT	29.28	29.28	08/09/2016
28700	WHEELER MACHINERY	PS000388112	ROAD DEPARTMENT	102.53	102.53	08/09/2016
28700	WHEELER MACHINERY	SS000098204	ROAD DEPARTMENT	12,848.45	12,848.45	08/09/2016
Total WHEELER MACHINERY:				14,481.44	14,481.44	
ZUNICH BROS MECHANICAL						
33851	ZUNICH BROS MECHANICAL	M15291	SANDFLATS	45.00	45.00	08/09/2016
33851	ZUNICH BROS MECHANICAL	M15037	SANDFLATS	243.40	243.40	08/09/2016
33851	ZUNICH BROS MECHANICAL	M15033	SANDFLATS	243.40	243.40	08/09/2016
33851	ZUNICH BROS MECHANICAL	M15041	SANDFLATS	243.40	243.40	08/09/2016
33851	ZUNICH BROS MECHANICAL	M15032	SANDFLATS	45.00	45.00	08/09/2016
33851	ZUNICH BROS MECHANICAL	M15036	SANDFLATS	45.00	45.00	08/09/2016
33851	ZUNICH BROS MECHANICAL	M15040	SANDFLATS	45.00	45.00	08/09/2016
33851	ZUNICH BROS MECHANICAL	M15486	SANDFLATS	45.00	45.00	08/09/2016
33851	ZUNICH BROS MECHANICAL	M15485	SANDFLATS	243.40	243.40	08/09/2016
33851	ZUNICH BROS MECHANICAL	M15034	SANDFLATS	45.00	45.00	08/09/2016
33851	ZUNICH BROS MECHANICAL	M15038	SANDFLATS	45.00	45.00	08/09/2016
33851	ZUNICH BROS MECHANICAL	M15042	SANDFLATS	45.00	45.00	08/09/2016
33851	ZUNICH BROS MECHANICAL	M15495	SANDFLATS	45.00	45.00	08/09/2016
Total ZUNICH BROS MECHANICAL:				1,378.60	1,378.60	
Grand Totals:				377,115.58	377,115.58	

Dated: 8/12/16

County Auditor: Diana Cancel

Council Chairperson: Elizabeth A. Tubbs

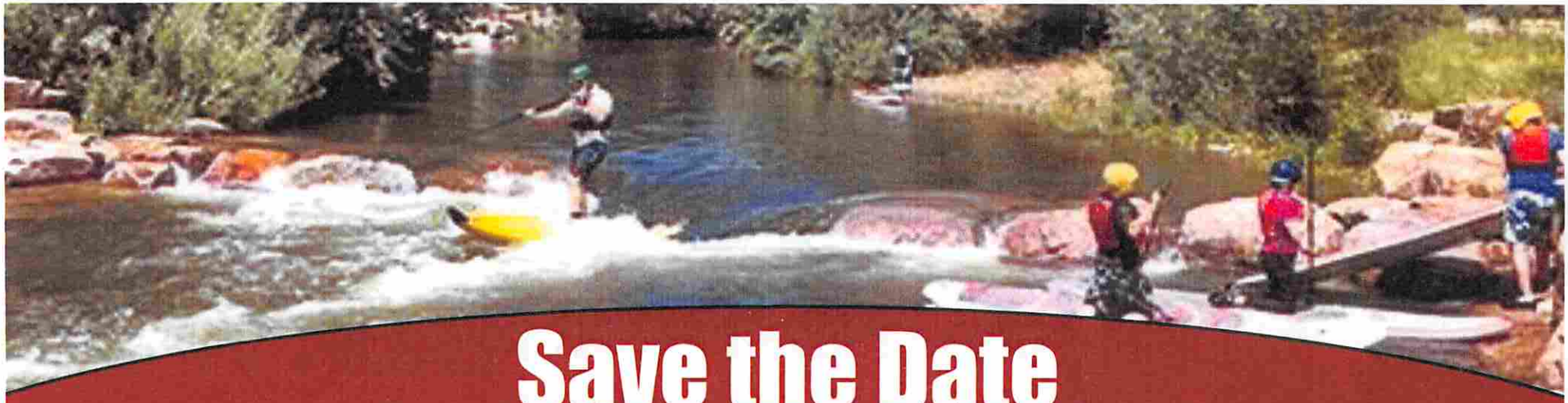
Council:

Council: Mary McFann

Check No. 93745 - 93789

Total AIRPORT:	8	.00	.00	5,416.79
Total AMBULANCE:	24	.00	.00	12,083.11
Total ASSESSOR:	4	.00	.00	3,542.68
Total ATTORNEY:	5	.00	.00	6,521.03
Total BUILDING INSPECTOR:	3	.00	.00	4,344.33
Total CEMETARY DISTRICT:	6	.00	.00	5,685.80
Total CHILD JUST CTR:	1	.00	.00	1,564.90
Total CLERK/AUDITOR:	6	.00	.00	5,975.52
Total COUNTY ADMINISTRATOR:	4	.00	.00	5,497.75
Total COUNTY COUNCIL:	7	.00	.00	2,085.13
Total COURTHOUSE:	6	.00	.00	5,691.55
Total FAMILY SUPPORT CENTE:	5	.00	.00	2,427.38
Total HUMAN RESOURCES:	1	.00	.00	1,774.17
Total JAIL:	13	.00	.00	14,287.12
Total JUSTICE COURT:	4	.00	.00	4,032.69
Total LIBRARY:	17	.00	.00	11,011.31
Total MOAB MOSQUITO DISTRI:	4	.00	.00	5,137.78
Total MOAB PROMOTION:	4	.00	.00	4,898.41
Total PLANNING & ZONING:	3	.00	.00	3,664.51
Total RECORDER:	3	.00	.00	3,187.43
Total ROADS - CLASS B:	19	.00	.00	22,745.82
Total SANDFLATS RECREATION:	4	.00	.00	3,572.60
Total SEARCH & RESCUE:	17	.00	.00	3,096.92
Total SENIOR CITIZENS:	7	.00	.00	5,226.15
Total SHERIFF:	20	.00	.00	28,890.59
Total SPANISH TRAIL ARENA:	4	.00	.00	4,015.08
Total TREASURER:	2	.00	.00	2,661.16
Total WEED CONTROL:	5	.00	.00	4,330.52
Grand Totals:	206	.00	.00	183,368.23

Dated: Aug 5, 2016
County Auditor: Diana Carroll
Council Chairperson: Elizabeth A. Tubbs
Council: [illegible]
Council: Mary McStay
Check No. 32613-32632
[illegible]

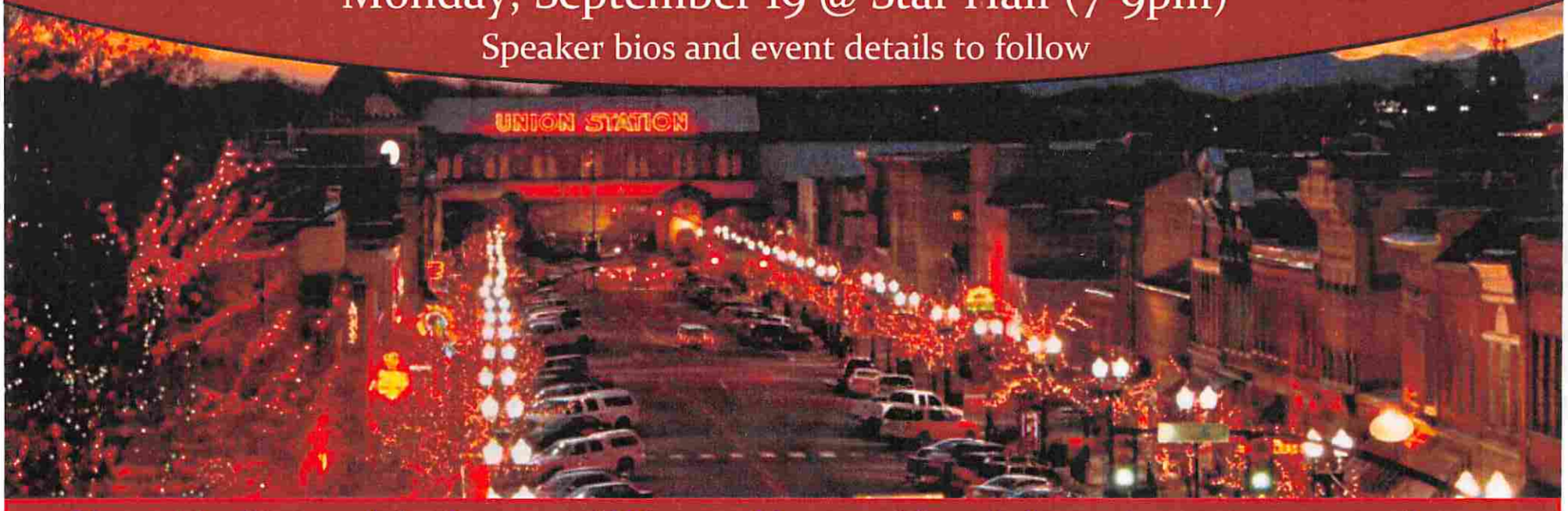


Save the Date

Plan & Act: Retaining and Enhancing a Livable Moab. Lessons We Can Learn from Ogden, Utah

Monday, September 19 @ Star Hall (7-9pm)

Speaker bios and event details to follow



Hosted by Sees and the League of Women Voters. More information: www.seesmoab.com

are below or well normal," Julan

—Ri

Commission hears proposal on new Rural County Association...

Kanab – At the July 11 Kane County Commission meeting, Peter Stirba, attorney, spoke to Kane County Commissioners about the needs for and establishment of a Rural Utah Counties Association. The Utah Association of Counties has given its support for this new organization, as well as the Utah Legislature funding it for the first year. Rep. Mike Noel has agreed to serve on the board. All recognize the issues are different for counties not located on the Wasatch Front. The goal and vision of the new organization is to provide resource for new laws and regulations, function in a consultative role, pro-active attention if litigation is involved, a lobbying component on the State and Federal level, and a unifying voice for Rural Utah issues. Commissioner Jim Matson said there are "parallel tracks with other organizations. How do they mesh?" Stirba replied, "One organization is no longer in existence and the others are very narrow in scope. We are broader. The counties need a voice. This will be a member driven organization with a commissioner from each county on the board." Commissioner Matson was appointed to determine the involvement and check funding regarding the first year $5,000 dues.

—*Southern Utah News*

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GRAND COUNTY

FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2015

GRAND COUNTY
BASIC FINANCIAL STATEMENTS
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INDEPENDENT AUDITORS' REPORT

Grand County Council
Grand County
Moab, Utah 84532

Ladies/Gentlemen:

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Grand County, Utah (the County) as of and for the year ended December 31, 2015, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information of the County, as of December 31, 2015, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 16 to the financial statements, in 2015, the County adopted Government Accounting Standards Board Statement 68, *Accounting and Financial Reporting for Pensions-An Amendment of GASB Statement No. 27 and No. 71, Pension Transition for Contributions Made Subsequent to the Measurement Date – An amendment of GASB Statement No. 68.* Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of American require that the management's discussion and analysis and budgetary comparison information on pages 4 through 11 and pages 61 through 65 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The combining nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, CDost Principles, and Audit Requirement5s for Federal Awards, and is also not a required part of the basic financial statements.

The combining nonmajor fund financial statements and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally

accepted in the United States of America. In our opinion, the combining nonmajor fund financial statements and the schedule of expenditures of federal awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated July 19, 2016, on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Grand County's internal control over financial reporting and compliance.

SMUIN, RICH & MARSING

Smuin, Rich & Marsing

Price, Utah

July 19, 2016

MANAGEMENT'S DISCUSSION AND ANALYSIS

INTRODUCTION

This Management's Discussion and Analysis (MD&A) of Grand County's financial performance is designed to assist readers in understanding the County's basic financial statements, the relationship of different types of statements, and the significant differences in the information they provide. The MD&A will identify changes in the County's ability to address the next and subsequent year's financial needs, based on currently known facts and is best understood if read in conjunction with Grand County's basic financial statements.

FINANCIAL HIGHLIGHTS AS OF THE CLOSE OF FY2015

- The government-wide assets of Grand County exceeded its liabilities by $78,625,881 reflecting a change in net position from operations for the prior period increasing the total by $530,780.
- The cost of capital assets are allocated over their estimated useful lives and reported as depreciation expense.
- The County's governmental funds reported combined ending fund balances of $10,652,275 increasing $1,550,599 for the current operations.
- Grand County had total overall revenue of $21,190,402 which was more than the total expenses of $20,659,622.
- The County's government-wide long-term bond debt decreased by $490,000 from FY2014.

OVERVIEW OF THE FINANCIAL STATEMENTS

Grand County's financial statements focus on both the County as a whole (government-wide), and on the major individual funds. "Funds" are resources segregated for the purposes of implementing specific activities in accordance with special regulations, restrictions, or limitations. Both government-wide and fund perspectives allow users to address relevant questions and understand changes in financial conditions. The structure of the financial statements is presented in the following pages of the MD&A.

The MD&A is intended to be an introduction to Grand County's basic financial statements and is comprised of three components, including government-wide financial statements, fund financial statements, and notes to financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed so that all governmental and business-type activities are reported in columns, which add to a total for the primary government. The Statement of Net Position provides the bottom line results of the County's activities as a whole and presents a longer-term view of the County's finances. The Statement of Net Position and the Statement of Activities report information about Grand County and its activities to reflect the financial position. These two statements divide the County into three kinds of activities:

- Governmental activities – Most of the County's basic services and governmental activities including general administration are reported here. Property taxes, fees, and state and federal grants finance most of these activities.
- Business-type activities – Provide information on the financial position of specific enterprise funds of the primary government.
- Component Units – The County includes separate legal entities in its report – Solid Waste Special Service District #1, Grand County Special Service Water District, Grand County Recreation Special Service District, Canyonlands Health Care Special Service District, Thompson Special Service District, Thompson Special Service Fire District, and Grand County Transportation Special Service District. Although legally separate, these component units are important because Grand County is financially accountable for them.

Fund Financial Statements

Funds are accounting devices that the County uses to keep track of specific sources of funding and spending for particular purposes. The fund financial statements provide detailed information that focus on the most significant funds rather than the County as a whole. Major funds are separately reported to control and manage money and to show that legal responsibilities are met for certain taxes, grants and other designated funds. Grand County uses the following types of funds:

Governmental Funds – Most of the County's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. Grand County has the following major governmental funds – General, Impact Fee, "B" Road Fund, Travel Council and Capital Project Fund . The services accounted for in the General Fund include general government, public safety, judicial, public health, highway and public improvements. The Impact Fee fund accounts for the accumulation and use of money assessed through impact fees to help pay the additional cost associated with the impact of fire, roads, drainage, law enforcement and parks & recreation from the increase in construction and growth. "B" Road Fund accounts for the receipt and use of grant moneys to be used for the repair, improvement and construction of class "B" road with-in the boundaries of the County. The Travel Council Fund is used to accumulated Transient Room Tax revenue to be used for the promotion of economic activity along with supporting services for tourism and related types of activities. The Capital Project Fund is used to accumulated funds to be used for the purchase and construction of capital assets for the County.

Fund Financial Statements (Continued)

Proprietary Funds – Consist of enterprise funds and internal service funds and are used to account for operations that are financed and operated in a manner similar to private businesses. Grand County has one enterprise fund – Sand Flats Recreation Area. The County also has one internal service fund used to track the costs of medical insurance and to charge the costs of this benefit out to the different departments of the County.

Fiduciary Funds – Fiduciary funds are used to account for resources held by Grand County in a trustee capacity or as an agent for the benefit of other individuals, governmental units or other funds. Fiduciary funds are not reflected in the government-wide financial statements as the resources of those funds are not available to support the County's activities.

FINANCIAL ANALYSIS OF GRAND COUNTY, UTAH: GOVERNMENT-WIDE FINANCIAL STATEMENTS

Comparative information for prior years is provided below:

Net Position

The County's assets exceeded its liabilities at the close of FY2015 by $78,625,881. The largest segment of the County's net position reflects its net investment in capital assets (e.g., land, buildings, improvements, furniture, infrastructure), less any related outstanding debt used to acquire those assets. Capital Asset resources are not available for future spending and cannot be liquidated to pay off related liabilities. Resources needed to repay capital-related debt must be provided from other funding sources.

Net Position (Continued)

Restricted net positions amount to $4,344,395 and represent resources that are subject to restrictions on how they may be used.

Table 1
Net Position

	Governmental Activities 2015	Governmental Activities 2014	Business-type Activities 2015	Business-type Activities 2014
Current and other assets	$ 11,719,365	$ 10,021,268	$ 215,927	$ 137,392
Capital assets, net	74,731,355	76,780,252	150,874	165,258
Deferred outflow of resources	1,073,923		32,644	
Total assets and deferred outflow of resources	$ 87,524,643	$ 86,801,520	$ 399,445	$ 302,650
Long-term debt outstanding	$ 5,158,000	$ 5,648,000		
Other liabilities	3,626,015	1,073,938	$ 102,230	$ 20,102
Deferred inflow of resources	399,809		12,153	
Total liabilities and deferred inflow of resources	$ 9,183,824	$ 6,721,938	$ 114,383	$ 20,102
Net Position:				
Net investment in capital assets	$ 69,525,788	$ 71,078,514	$ 150,874	$ 165,258
Restricted	4,344,395	3,944,346		
Unrestricted	4,470,636	5,056,722	134,188	117,290
Total net position	$ 78,340,819	$ 80,079,582	$ 285,062	$ 282,548

Changes in Net Position

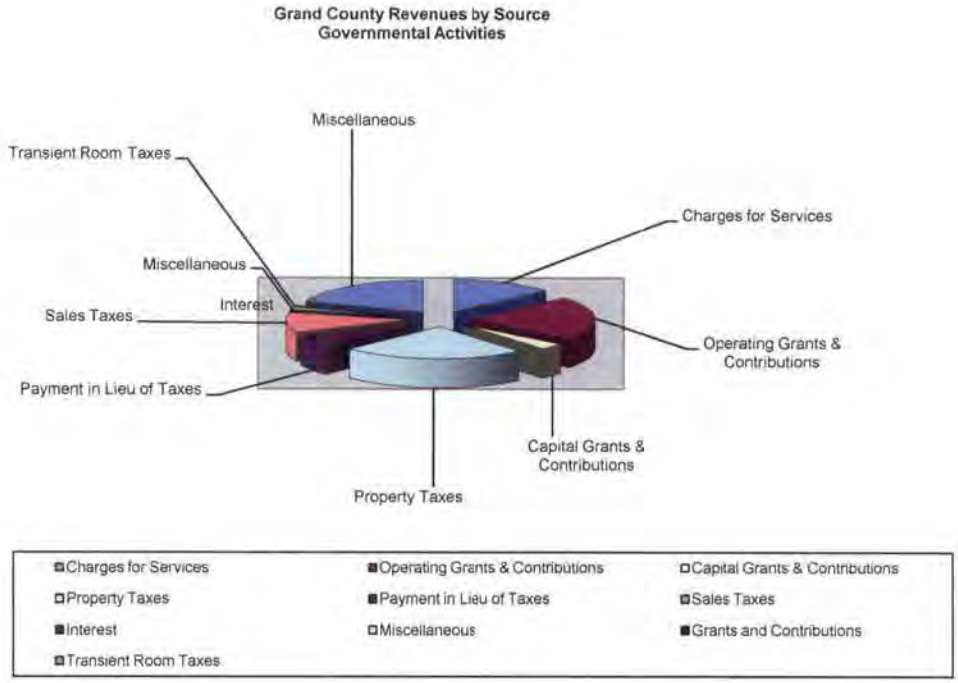
Grand County's combined ending net position totaled $78,340,819. A total increase from current year operations of $530,780 over the prior year. The cost of capital assets are allocated over their estimated useful lives and reported as depreciation expense. The following table summarizes the changes in Grand County's net position:

Table 2
Change in Net Position

	Governmental Activities 2015	Governmental Activities 2014	Business-type Activities 2015	Business-type Activities 2014
Revenues:				
Program Revenues:				
Charges for services	$ 2,808,863	$ 2,577,770	$ 414,155	$ 386,397
Operating grants and contrib.	4,554,518	4,209,925	8,500	46,670
Capital grants and contrib.	684,013	936,952		475
General Revenues:				
Property taxes	4,994,129	4,599,178		
Transient room tax	4,036,583	3,323,345		
Payment in lieu of taxes	1,147,451	1,194,576		
Sales taxes	2,130,713	2,236,829		
Aviation fuel tax	6,056	4,455		
Grants and contrib. not restricted to specific programs	137,946	61,160		
Interest	34,313	20,089	368	323
Loss on disposal of capital assets	(9,282)			
Miscellaneous	242,076	59,027		
Total revenues	$ 20,767,379	$ 19,223,306	$ 423,023	$ 433,865
Expenses:				
General government	$ 3,726,859	$ 3,432,074		
Public safety	5,168,498	5,309,214		
Public health	475,522	553,999		
Highways and public improvements	4,918,020	5,128,050		
Parks and recreation	3,516,761	2,616,990		
Conservation and economic dev.	2,229,186	1,893,567		
Intergovernmental	170,607	83,073		
Interest on long-term debt	99,195	134,763		
Capital outlay		88,568		
Contributions to other govt's				
Sandflats recreation			$ 354,974	$ 428,244
Total expenses	$ 20,304,648	$ 19,240,298	$ 354,974	$ 428,244
Change in net position	$ 462,731	$ (16,992)	$ 68,049	$ 5,621
Net position - Beginning as restated	77,923,580	80,096,574	217,013	276,927
Prior period adjustment	(45,492)			
Net position - Ending	$ 78,340,819	$ 80,079,582	$ 285,062	$ 282,548

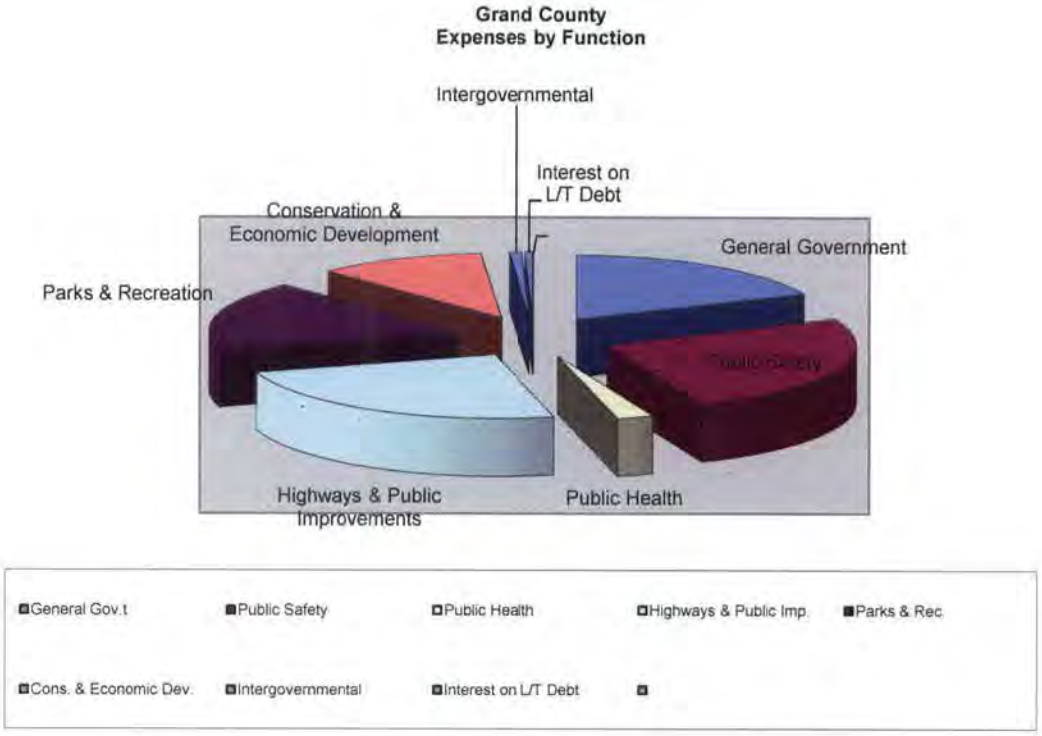
Governmental Activities

Sources of revenues for the County's governmental activities are comprised of the items listed below and total $20,767,3796 for 2015.



Property and sales tax combined represent 34.31% of the total revenue and signify an increase of $288,835 from the previous reporting period. Operating grants and contributions continue to provide substantial revenues for Grand County which contributed $4,554,518

The cost of all government activities for FY 2015 was $20,304,648, an increase of $1,064,350 over the previous reporting period. The following chart represents expenses by the County's largest functions.



Capital Asset and Debt Administration

Capital Assets

Grand County's investment in capital assets for the government-wide activities as of December 31, 2015 amounted to $74,882,229. Capital asset investments include land, buildings, improvements other than buildings and equipment. Roads, highways, bridges and work in progress are incorporated in the infrastructure, as summarized below:

	Governmental Activities 2015	Governmental Activities 2014	Business-type Activities 2015	Business-type Activities 2014
Land	$ 3,451,872	$ 3,451,372		
Right of ways	4,894,694	4,894,694		
Buildings	10,098,249	10,201,728	$ 73,404	$ 75,543
Improvements other than buildings	16,032,182	6,231,380	69,468	79,427
Equipment	2,963,558	2,778,994	8,002	10,288
Infrastructure	36,503,598	38,751,193		
Work in progress	787,702	10,470,891		
Total	$ 74,731,855	$ 76,780,252	$ 150,874	$ 165,258

Additional information on Grand County's capital assets can be found in the notes to the financial statements.

Long-term Debt

- The Debt Service Fund accounts for resources obtained and used for the payment of principal and interest on long-term obligations and on general obligation bonds, which are funded from general governmental fund operations. The amount of general obligation debt a governmental entity may issue is limited to two percent of its total fair market value of taxable property. Grand County currently has general obligation bonds and revenue bonds of $5,648,000. The following table is a summary of Grand County's gross outstanding long-term debt as of December 31, 2014.

	Governmental Activities 2015	Governmental Activities 2014	Business-type Activities 2015	Business-type Activities 2014
Net Pension Liability	$ 2,491,150	$ 3,123,430	$ 75,723	$ 94,942
Bond payable	5,158,000	5,648,000	.	
Total	$ 7,649,150	$ 8,771,430	$ 75,723	$ 94,942

More detailed information about the County's long-term liabilities is available in the notes to the financial statements.

Business-type Activities

Enterprise Funds are used to report the functions presented as *business-type activities* shown in the above charts and in the government-wide statements. The activity of the Enterprise Fund experienced an increase this year. The fund financial statements provide more detail and additional information for the County's Enterprise Fund.

General Fund Budgetary Highlights

Differences between the original budget of $9,708,205 and the final amended budget of $9,539,287 occurred mainly because of changes made to the general government, and Public Safety functions. The difference between the final adopted budget and the actual expenditures during the year was $643,822, which represented a decrease in the County's expenditures as compared to budgeted amounts. The main favorable variances were in the general government, and public safety, which all had favorable variances respectively of $320,620, and $247,838. There was other smaller favorable variance in the rest of the general fund functions.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

Grand County Council will consider a number of factors when setting the FY 2015 Budget including but not limited to the construction/labor market and unemployment rate, increase/decrease in market values of property and certified tax rates. Capital project plans to be considered for 2015 consist of law enforcement vehicles, road department equipment purchases, employee salaries and benefits and continued paved path/trail maintenance..

Contacting the County's Financial Management

This financial report is designed to provide citizens, taxpayers, customers, investors and creditors with a general overview of Grand County's finances and show accountability for the money it receives. If you have questions about this report or need additional financial information, contact Diana Carroll, Grand County Clerk/Auditor, 125 E. Center Street, Moab, Utah 84532. For separately issued financial statements of component units, copies of these financial statements can be obtained by contacting the administration offices located in Moab City and surrounding areas.

GRAND COUNTY
STATEMENT OF NET POSITION
DECEMBER 31, 2015

	PRIMARY GOVERNMENT			
	GOVERN-MENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES	TOTAL	COMPONENT UNITS
ASSETS				
Cash and cash equivalents	$ 8,261,185	$ 211,479	$ 8,472,664	$ 3,244,463
Taxes receivable	611,808		611,808	17
Accounts receivable - net		128	128	429,237
Contract receivable - due within one year	33,000		33,000	
Internal balances	(4,077)	4,077		
Due from other governmental units	1,050,507		1,050,507	386,381
Inventory	15,847		15,847	
Prepaid expenses			-	28,318
Restricted cash and cash equivalents	1,387,096		1,387,096	1,811,445
Contract receivable - due in more than one year	356,000		356,000	
Net pension asset	7,999	243	8,242	398
Capital assets (net of accumulated depreciation):				
Land	3,451,372		3,451,372	1,324,189
Rights of Way	4,894,694		4,894,694	
Buildings	10,098,249	73,404	10,171,653	5,222,493
Improvements other than buildings	16,032,182	69,468	16,101,650	4,854,677
Equipment	2,963,558	8,002	2,971,560	1,315,794
Infrastructure	36,503,598		36,503,598	
Work in progress	787,702		787,702	
Total assets	$ 86,450,720	$ 366,801	$ 86,817,521	$ 18,617,412
Deferred outflows of resources related to pensions	1,073,923	32,644	1,106,567	46,808
Total assets and deferred outflows of resources related to pensions	$ 87,524,643	$ 399,445	$ 87,924,088	$ 18,664,220
LIABILITIES				
Accounts payable	$ 491,689	$ 1,399	$ 493,088	$ 378,871
Unearned income			0	
Accrued liabilities	19,957	345	20,302	49,076
Customer deposits				
Bond interest payable	47,567		47,567	75,189
Revenue and G.O. bonds - Due within one year	444,000		444,000	307,000
Net pension liability	2,491,150	75,723	2,566,873	89,669
Revenue and G.O. bonds payable - Due in more than one year	4,714,000		4,714,000	4,058,606
Compensated absences	575,652	24,763	600,415	
Total liabilities	$ 8,784,015	$ 102,230	$ 8,886,245	$ 4,958,411
Deferred inflow of resources related to pensions	399,809	12,153	411,962	12,089
Total liabilities and deferred inflow of resources related to pensions	$ 9,183,824	$ 114,383	$ 9,298,207	$ 4,970,500

"The notes to the financial statements are an integral part of this statement."

GRAND COUNTY
STATEMENT OF NET POSITION
DECEMBER 31, 2015

	PRIMARY GOVERNMENT			
	GOVERN-MENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES	TOTAL	COMPONENT UNITS
NET POSITION				
Net invested in capital assets	$ 69,525,788	$ 150,874	$ 69,676,662	$ 8,377,547
Restricted for:				
Class "B" roads	1,000,554		1,000,554	
Miscellaneous grants	138,732		138,732	
Children's justice	12,962		12,962	
Impact Fees	252,743		252,743	
TRT - Capital projects	470,976		470,976	
Library debt service	435,185		435,185	
Courthouse debt service	644,454		644,454	
Municipal building authority	220,204		220,204	
Restaurant and car tax	41,498		41,498	
Family support center	50,399		50,399	
Domestic violence	40,986		40,986	
Travel council	641,124		641,124	
Drug court	59,257		59,257	
Atlas tailings	24,577		24,577	
911 Emergency service	310,744		310,744	1,317,787
Debt service and closure costs				
Unrestricted	4,470,636	134,188	4,604,824	3,998,386
Total net position	$ 78,340,819	$ 285,062	$ 78,625,881	$ 13,693,720

"The notes to the financial statements are an integral part of this statement."

EXHIBIT 2

GRAND COUNTY
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2015

		PROGRAM REVENUES			NET (EXPENSE) REVENUE & CHANGES IN NET POSITION			
					PRIMARY GOVERNMENT			
Function/Programs	EXPENSES	CHARGES FOR SERVICES	OPERATING GRANTS AND CONTRIBUTIONS	CAPITAL GRANTS AND CONTRIBUTIONS	GOVERNMENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES	TOTAL	COMPONENTS UNITS
Primary government:								
Governmental activities:								
General government	$ 3,726,859	$ 349,852	$ 272,434		$ (3,104,573)		$ (3,104,573)	
Public safety	5,168,498	1,802,041	1,971,925		(1,394,532)		(1,394,532)	
Public health	475,522	135,746	24,904		(314,872)		(314,872)	
Highways and public improvements	4,918,020	202,691	1,832,077	$ 557,138	(2,326,114)		(2,326,114)	
Parks and recreation	3,516,761	257,937	240,053	126,875	(2,891,896)		(2,891,896)	
Conservation & economic development	2,229,186	60,596	213,125		(1,955,465)		(1,955,465)	
Intergovernmental	170,607				(170,607)		(170,607)	
Capital outlay					-		0	
Interest on long-term debt	99,195				(99,195)		(99,195)	
Total governmental activities	$ 20,304,648	$ 2,808,863	$ 4,554,518	$ 684,013	$ (12,257,254)	$ ...	$ (12,257,254)	
Business-type activities:								
Sandflats	$ 354,974	$ 414,155	$ 8,500			$ 67,681	$ 67,681	
Total business-type activities	$ 354,974	$ 414,155	$ 8,500	$ ...	$ ...	$ 67,681	$ 67,681	
Total primary government	$ 20,659,622	$ 3,223,018	$ 4,563,018	$ 684,013	$ (12,257,254)	$ 67,681	$ (12,189,573)	
Component Units:								
Canyonlands Health Care Special Service District	$ 4,066,981	$ 2,877,553						$ (1,189,428)
Grand County Special Service Water District	37,965							(37,965)
Solid Waste Special Service District #1	844,362	608,924						(235,438)
Grand County Recreation Special Service District	805,074							(805,074)
Thompson Special Service District	82,524	38,704		$ 55,859				12,039
Thompson Special Service Fire District	53,037							(53,037)
Grand County Transportation Special Service District	876,288		$ 77,954	386,618				(411,716)
Total component units	$ 6,766,231	$ 3,525,181	$ 77,954	$ 442,477	$ ...	$ ...	$ ...	$ (2,720,619)
General revenues:								
Property taxes					$ 4,994,129		$ 4,994,129	$ 1,077
Transient room tax					4,036,583		4,036,583	
Payment in lieu of taxes					1,147,451		1,147,451	86,373
Sales taxes					2,130,713		2,130,713	
Aviation fuel tax					6,056		6,056	
Mineral lease revenue								1,933,250
Grants and contributions not restricted to specific programs					137,946		137,946	326,343
Unrestricted investment earnings					34,313	$ 368	34,681	20,157
Gain/(loss) on disposal of assets					(9,282)		(9,282)	5,650
Contribution to other governments								(400)
Miscellaneous					242,076		242,076	50,876
Total general revenues and transfers					$ 12,719,985	$ 368	$ 12,720,353	$ 2,423,326
Change in net position					$ 462,731	$ 68,049	$ 530,780	$ (297,293)
Net position - beginning as restated					77,923,580	217,013	78,140,593	13,991,013
Prior period adjustment					(45,492)		(45,492)	
Net position - ending					$ 78,340,819	$ 285,062	$ 78,625,881	$ 13,693,720

"The notes to the financial statements are an integral part of this statement."

GRAND COUNTY
BALANCE SHEET
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2015

	GENERAL FUND	SPECIAL REVENUE FUNDS IMPACT FEES	"B" ROAD	TRAVEL COUNCIL	CAPITAL PROJECTS AIRPORT	OTHER GOVERNMENTAL FUNDS	TOTAL GOVERNMENTAL FUNDS
ASSETS							
Cash and cash equivalents	$ 2,985,788		$ 98,012	$ 534,880	$ 405,164	$ 4,111,879	$ 8,135,723
Receivables (net):							
Taxes	268,090			123,930		219,788	611,808
Inventory	15,847						15,847
Due from other funds	184,744		716,917				901,661
Due from other governments	250,024		209,726	1,161	366,945	222,651	1,050,507
Restricted cash and cash equivalents		$ 1,154,404				232,692	1,387,096
Total assets	$ 3,704,493	$ 1,154,404	$ 1,024,655	$ 659,971	$ 772,109	$ 4,787,010	$ 12,102,642
LIABILITIES AND FUND BALANCES							
Liabilities:							
Cash deficit						$ 37,108	$ 37,108
Accounts payable	$ 141,580		$ 21,269	$ 18,216	$ 283,133	27,443	491,641
Due to other funds		$ 901,661					901,661
Accrued liabilities	14,236		2,832	631		2,258	19,957
Total liabilities	$ 155,816	$ 901,661	$ 24,101	$ 18,847	$ 283,133	$ 66,809	$ 1,450,367
Fund balances:							
Nonspendable							
Inventory	$ 15,847						$ 15,847
Restricted							
Class "B" road			$ 1,000,554				1,000,554
Children's justice						$ 12,962	12,962
Impact fees		$ 252,743					252,743
Miscellaneous grants						138,732	138,732
TRT capital projects						470,976	470,976
Library debt service						435,185	435,185
Courthouse debt service						644,454	644,454
Municipal building authority						220,204	220,204
Restaurant and car tax						41,498	41,498
Family support center						50,399	50,399
Domestic violence						40,986	40,986
Travel council				$ 641,124			641,124
Drug court						59,257	59,257
Atlas tailings						24,577	24,577
911 Emergency service						310,744	310,744
Assigned:							
Library						508,228	508,228
Airport capital projects					$ 488,976		488,976
General capital projects						724,040	724,040
Library capital projects						166,829	166,829
Designated funds						417,159	417,159
Emergency medical services						453,971	453,971
Unassigned:							
General fund	3,532,830						3,532,830
Total fund balances	$ 3,548,677	$ 252,743	$ 1,000,554	$ 641,124	$ 488,976	$ 4,720,201	$ 10,652,275
Total liabilities and fund balances	$ 3,704,493	$ 1,154,404	$ 1,024,655	$ 659,971	$ 772,109	$ 4,787,010	$ 12,102,642

"The notes to the financial statements are an integral part of this statement."

GRAND COUNTY
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
DECEMBER 31, 2015

Total fund balances - governmental fund types:		$ 10,652,275
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in governmental funds. These assets consist of:		74,731,355
Land	$ 3,451,372	
Rights of Way	4,894,694	
Buildings	10,098,249	
Improvements other than buildings	16,032,182	
Equipment	2,963,558	
Infrastructure	36,503,598	
Work in progress	787,702	
Total	$ 74,731,355	
Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the funds.		(7,598,255)
Bonds interest payable	$ (47,567)	
Revenue and general obligations bonds - Due within one year	(444,000)	
Revenue and general obligation bonds - Due in more than one year	(4,714,000)	
Net pension liability	(2,491,150)	
Deferred inflow of resources related to pensions	(399,809)	
Deferred outflow of resources related to pensions	1,073,923	
Compensated absences	(575,652)	
Total	$ (7,598,255)	
The net pension asset is not an available resource, therefore, it is not reported in the governmental funds.		7,999
Internal service funds are used by management to charge the costs of various insurance to individual funds. The assets and liabilities of internal service funds are included in governmental activities in the statement of net position.		158,445
Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues and the related receivable are recognized as soon as they are both measureable and available. Revenues and their related receivables are considered to be available if they are collected within 60 days of the end of the current fiscal period. Grand County entered into two 20-year sublease agreements with Moab Valley Fire Protection District. This is the amount MVFPD owes Grand County at year end.		389,000
Net position of government activities		$ 78,340,819

"The notes to the financial statements are an integral part of this statement."

GRAND COUNTY
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2015

	GENERAL FUND	IMPACT FEES	"B" ROAD	TRAVEL COUNCIL	CAPITAL PROJECTS AIRPORT	OTHER GOVERNMENTAL FUNDS	TOTAL GOVERNMENTAL FUNDS
REVENUES:							
Taxes	$ 5,343,045			$ 1,899,569		$ 3,924,868	$ 11,167,482
Licenses and permits	188,136						188,136
Intergovernmental revenues	3,012,963		$ 1,819,121	197,328	$ 557,138	972,906	6,559,456
Charges for services	396,714	$ 82,154	2,535			1,032,713	1,514,116
Fines and forfeitures	537,409						537,409
Interest income	23,876	1,152	3,325	61		5,899	34,313
Miscellaneous	543,444		6,686	1,392		257,227	808,749
Total revenues	$ 10,045,587	$ 83,306	$ 1,831,667	$ 2,098,350	$ 557,138	$ 6,193,613	$ 20,809,661
EXPENDITURES:							
Current:							
General government	$ 3,465,577					$ 253,655	$ 3,719,232
Public safety	3,830,676	$ 5,201				1,149,438	4,985,315
Highways and public improvements	302,843	1,117	$ 1,807,043			7,540	2,118,543
Public health	455,487					2,100	457,587
Parks, recreation, and public property	605,662	558				2,644,428	3,250,648
Conservation and economic development	55,957			$ 2,191,487			2,247,444
Intergovernmental	170,607						170,607
Capital outlay	8,656		316,655		$ 664,031	724,978	1,714,320
Debt service:							
Principal retirement						490,000	490,000
Interest and fiscal charges						105,366	105,366
Total expenditures	$ 8,895,465	$ 6,876	$ 2,123,698	$ 2,191,487	$ 664,031	$ 5,377,505	$ 19,259,062
Excess revenues over (under) expenditures	$ 1,150,122	$ 76,430	$ (292,031)	$ (93,137)	$ (106,893)	$ 816,108	$ 1,550,599
OTHER FINANCING SOURCES (USES):							
Transfers in	$ 196,000		$ 315,000	$ 124,612	$ 400,000	$ 434,363	$ 1,469,975
Transfers out	(633,188)					(836,787)	(1,469,975)
Total other financing sources (uses)	$ (437,188)	$ ...	$ 315,000	$ 124,612	$ 400,000	$ (402,424)	$ ...
Excess of revenues and other sources over (under) expenditures and other uses	$ 712,934	$ 76,430	$ 22,969	$ 31,475	$ 293,107	$ 413,684	$ 1,550,599
FUND BALANCES - beginning of year	2,835,743	176,313	977,585	609,649	195,869	4,352,009	9,147,168
Prior period adjustment						(45,492)	(45,492)
FUND BALANCES - end of year	$ 3,548,677	$ 252,743	$ 1,000,554	$ 641,124	$ 488,976	$ 4,720,201	$ 10,652,275

"The notes to the financial statements are an integral part of this statement."

GRAND COUNTY
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2015

Amounts reported for governmental activities in the statement of activities are different because:		
Net changes in fund balances - total governmental funds		$ 1,550,599
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation exceeded capital assets in the current period.		
General government	$ 64,084	
Public safety	74,764	
Highways	68,413	
Parks, recreation and public improvements	45,406	
Capital projects	1,714,320	
Total assets shown as expenditures	$ 1,966,987	
Less: depreciation	(4,006,602)	
Difference between expenditure and depreciation		(2,039,615)
Expenditures in the statement of activities that do not consume financial resources are not reported as expenditures in the funds. (Change in accrued interest payable)		6,171
Certain revenues in the statement of revenues, expenditures, and changes in fund balances are not reported as revenue in the statement of activities rather than a change in a receivable. Change in due from other governments.		(33,000)
The issuance of long-term debt (e.g., bonds, leases) provide current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. This amount is the effect of payment of principal on long-term obligation (e.g., bonds, leases)		490,000
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. Change in compensated absences.		22,830
The net effect of various miscellaneous transactions involving capital assets (i.e., sales, trade-ins, donations and disposals) is to decrease net position.		(9,282)
During the current year, the County implemented GASB 58, which relates to pensions. It was necessary to record net pension liabilities and assets as well as deferred inflow and outflow of resources. As part of these transactions, it was necessary to adjust pension expense. This is the amount that pension expense was reduced while recording required pension transactions.		346,965
The net revenue (loss) of certain activities of internal service funds is reported with governmental activities.		128,063
Change in net position of governmental activities		$ 462,731

"The notes to the financial statements are an integral part of this statement."

GRAND COUNTY
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2015

	BUSINESS-TYPE ACTIVITIES - ENTERPRISE FUNDS		
	SANDFLATS RECREATION	TOTAL BTAs	INTERNAL SERVICE FUND
ASSETS			
Current assets:			
Cash and cash equivalents	$ 211,479	$ 211,479	$ 162,570
Receivables - net			
Accounts	128	128	
Total current assets	$ 211,607	$ 211,607	$ 162,570
Noncurrent assets:			
Net pension asset	$ 243	$ 243	
Buildings	85,560	85,560	
Improvements other than buildings	199,176	199,176	
Furniture, fixtures and equipment	59,622	59,622	
Accumulated depreciation	(193,484)	(193,484)	
Total noncurrent assets	$ 151,117	$ 151,117	$ ...
Total assets	$ 362,724	$ 362,724	$ 162,570
Deferred outflow of resources - pensions	32,644	32,644	
Total assets and deferred outflow of resources	$ 395,368	$ 395,368	$ 162,570

"The notes to the financial statements are an integral part of this statement."

GRAND COUNTY
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2015

	BUSINESS-TYPE ACTIVITIES - ENTERPRISE FUNDS		
	SANDFLATS RECREATION	TOTAL BTAs	INTERNAL SERVICE FUND
LIABILITIES			
Current liabilities:			
Accounts payable	$ 1,399	$ 1,399	$ 48
Accrued wages and benefits	345	345	
Compensated absences	24,763	24,763	
Total current liabilities	$ 26,507	$ 26,507	$ 48
Noncurrent liabilities:			
Net pension liability	$ 75,723	$ 75,723	
Total noncurrent liabilities	$ 75,723	$ 75,723	$ ...
Total liabilities	$ 102,230	$ 102,230	$ 48
Deferred inflow of resources - pension	12,153	12,153	
Total liabilities and deferred inflow of resources	$ 114,383	$ 114,383	$ 48
Net Position:			
Net invested in capital assets	$ 150,874	$ 150,874	
Unrestricted	130,111	130,111	$ 162,522
Total net position	$ 280,985	$ 280,985	$ 162,522
Adjustment to reflect the consolidation of ISF activities related to enterprise funds		4,077	
Net position of business-type activities		$ 285,062	

"The notes to the financial statements are an integral part of this statement."

GRAND COUNTY
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2015

	BUSINESS-TYPE ACTIVITIES - ENTERPRISE FUNDS		
	SANDFLATS RECREATION	TOTAL BTAs	INTERNAL SERVICE FUND
Operating revenues:			
Charges for sales and services	$ 414,155	$ 414,155	$ 1,692,002
Total operating revenues	$ 414,155	$ 414,155	$ 1,692,002
Operating expenses:			
Employee salaries and benefits	$ 251,144	$ 251,144	
Accounting services	5,000	5,000	
Office supplies	1,064	1,064	
Search and rescue	10,000	10,000	
Other supplies and services	13,535	13,535	
Contractual services	35,120	35,120	$ 1,560,511
Utilities	4,187	4,187	
Fuel and oil	3,102	3,102	
Repairs and maintenance	3,470	3,470	
Insurance	219	219	
Depreciation	14,384	14,384	
Miscellaneous	1,572	1,572	
Printing and publications	9,743	9,743	
Dump fees	5,862	5,862	
Total operating expenses	$ 358,402	$ 358,402	$ 1,560,511
Operating income (loss)	$ 55,753	$ 55,753	$ 131,491
Nonoperating revenues (expenses):			
Interest revenue	$ 368	$ 368	
Grant revenue	8,500	8,500	
Total nonoperating revenues (expenses)	$ 8,868	$ 8,868	$ ...
Income (loss) before transfers	$ 64,621	$ 64,621	$ 131,491
Transfers In (Out):			
Total transfers in (out)	$ ...	$ ...	$ ...

"The notes to the financial statements are an integral part of this statement."

GRAND COUNTY
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2015

	BUSINESS-TYPE ACTIVITIES - ENTERPRISE FUNDS		
	SANDFLATS RECREATION	TOTAL BTAs	INTERNAL SERVICE FUND
Change in net position	$ 64,621	$ 64,621	$ 131,491
Total net position - beginning as restated	216,364		31,031
Total net position - ending	$ 280,985		$ 162,522
Adjustment to reflect the consolidation of ISF activities related to enterprise funds		3,428	
Changes in net position of business-type activities		$ 68,049	

"The notes to the financial statements are an integral part of this statement."

GRAND COUNTY
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS AND INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2015

	BUSINESS-TYPE ACTIVITIES - ENTERPRISE FUNDS		
	SANDFLATS RECREATION	TOTAL BTA's	INTERNAL SERVICE FUNDS
Cash Flows From Operating Activities:			
Receipts from customers	$ 452,573	$ 452,573	$ 1,693,849
Payments to suppliers	(92,977)	(92,977)	(1,635,129)
Payments to employees	(255,182)	(255,182)	
Net cash provided (used) by operating activities	$ 104,414	$ 104,414	$ 58,720
Cash Flows From Noncapital Financing Activities:			
Grant revenue	$ 8,500	$ 8,500	
Net cash provided (used) by Noncapital financing activities	$ 8,500	$ 8,500	$ ...
Cash Flows From Capital and Related Financing Activities:			
Purchases of capital assets			
Net cash provided (used) by Capital and related financing activities	$ ...	$ ...	$ ...
Cash Flows From Investing Activities:			
Interest and dividends received	$ 368	$ 368	
Net cash provided (used) by investing activities	$ 368	$ 368	$ ...
Net increase (decrease) in cash and cash equivalents	$ 113,282	$ 113,282	$ 58,720
Cash and cash equivalents, January 1	98,197	98,197	103,850
Cash and cash equivalents, December 31	$ 211,479	$ 211,479	$ 162,570

"The notes to the financial statements are an integral part of this statement."

GRAND COUNTY
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS AND INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2015

	BUSINESS-TYPE ACTIVITIES - ENTERPRISE FUNDS		
	SANDFLATS RECREATION	TOTAL BTA's	INTERNAL SERVICE FUNDS
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:			
Operating income (loss)	$ 55,753	$ 55,753	$ 131,491
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:			
Depreciation expense	$ 14,384	$ 14,384	
(Increase) Decrease in accounts receivable	(128)	(128)	$ 1,847
Increase (Decrease) in accounts payable	(103)	(103)	(112,858)
(Increase) Decrease in prepaid expenses			38,240
(Increase) Decrease in due from other governments	38,546	38,546	
Increase (Decrease) in pension resources	(10,546)	(10,546)	
Increase (Decrease) in accrued liabilities	74	74	
Increase (Decrease) in compensated absences	6,434	6,434	
Total adjustments	$ 48,661	$ 48,661	$ (72,771)
Net cash provided (used) by operating activities	$ 104,414	$ 104,414	$ 58,720

"The notes to the financial statements are an integral part of this statement."

EXHIBIT 10

GRAND COUNTY
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
DECEMBER 31, 2015

	AGENCY FUNDS
ASSETS	
Cash and cash equivalent	$ 1,162,852
Receivables (net):	
Taxes	95,477
Total assets	$ 1,258,329
LIABILITIES	
Accounts payable	$ 32,213
Due government and organizations	50,976
Due taxing units	1,175,140
Total liabilities	$ 1,258,329

"The notes to the financial statements are an integral part of this statement."

EXHIBIT 11

GRAND COUNTY
STATEMENT OF NET POSITION
COMPONENT UNITS
DECEMBER 31, 2015

	CANYONLANDS HEALTH CARE SPECIAL SERVICE DISTRICT	GRAND COUNTY SPECIAL SERVICE WATER DISTRICT	GRAND COUNTY RECREATION SPECIAL SERVICE DISTRICT	SOLID WASTE SPECIAL SERVICE DISTRICT #1	THOMPSON SPECIAL SERVICE DISTRICT	THOMPSON FIRE PROTECTION DISTRICT	GRAND COUNTY TRANSPORTATION SPECIAL SERVICE DISTRICT	TOTAL
ASSETS								
Cash and cash equivalents	$ 936,680	$ 5,625	$ 545,561	$ 502,594	$ 54,162	$ 7,195	$ 1,192,646	$ 3,244,463
Accounts receivable - net	295,568			133,669				429,237
Tax receivables		17						17
Due from other governmental units	261,291		86,267				38,823	386,381
Prepaid expenses	9,371			18,947				28,318
Cash and cash equivalents - restricted	959,968	63,526	215,000	572,951				1,811,445
Net pension asset				398				398
Capital assets (net of depreciation):								
Land and improvements	711,061			594,468	15,000	3,660		1,324,189
Buildings	4,650,201		414,717	26,104	4,956	126,515		5,222,493
Improvements other than buildings		1,427,624	2,295,839	6,294	1,124,920			4,854,677
Equipment	209,905		92,867	754,188	70,463	188,371		1,315,794
Total assets	$ 8,034,045	$ 1,496,792	$ 3,650,251	$ 2,609,613	$ 1,269,501	$ 325,741	$ 1,231,469	$ 18,617,412
Deferred outflow of resources related to pensions				46,808				46,808
Total assets and deferred outflow of resources	$ 8,034,045	$ 1,496,792	$ 3,650,251	$ 2,656,421	$ 1,269,501	$ 325,741	$ 1,231,469	$ 18,664,220
LIABILITIES								
Accounts payable	$ 135,909		$ 224,251	$ 14,726	$ 3,948		$ 37	$ 378,871
Accrued liabilities	37,265			11,094	717			49,076
Bond interest payable	73,725	$ 654		810				75,189
G.O. and revenue bonds payable - Due within one year	271,000	13,000		19,000	4,000			307,000
G.O. and revenue bonds payable - Due in more than one year	3,661,000	13,000		299,000	85,606			4,058,606
Net pension liability				89,669				89,669
Total liabilities	$ 4,178,899	$ 26,654	$ 224,251	$ 434,299	$ 94,271		$ 37	$ 4,958,411
Deferred inflow of resources related to pensions				12,089				12,089
Total liabilities and deferred inflow of resources	$ 4,178,899	$ 26,654	$ 224,251	$ 446,388	$ 94,271	$ ...	$ 37	$ 4,970,500
NET POSITION								
Net invested in capital assets	$ 1,639,167	$ 1,427,624	$ 2,803,423	$ 1,063,054	$ 1,125,733	$ 318,546		$ 8,377,547
Restricted for:								
Debt service and closure costs	669,921	63,526		572,951	11,389			1,317,787
Unrestricted	1,546,058	(21,012)	622,577	574,028	38,108	7,195	$ 1,231,432	3,998,386
Total net position	$ 3,855,146	$ 1,470,138	$ 3,426,000	$ 2,210,033	$ 1,175,230	$ 325,741	$ 1,231,432	$ 13,693,720

"The notes to the financial statements are an integral part of this statement."

GRAND COUNTY
STATEMENT OF ACTIVITIES
COMPONENT UNITS
FOR THE YEAR ENDED DECEMBER 31, 2015

Function/Programs	EXPENSES	PROGRAM REVENUES: CHARGES FOR SERVICES	PROGRAM REVENUES: OPERATING GRANTS AND CONTRIBUTIONS	PROGRAM REVENUES: CAPITAL GRANTS AND CONTRIBUTIONS	NET (EXPENSE) REVENUE & CHANGES IN NET ASSETS: CANYON LANDS HEALTH CARE SPECIAL SERVICE DISTRICT	GRAND COUNTY SPECIAL SERVICE WATER DISTRICT	GRAND COUNTY RECREATION SPECIAL SERVICE DISTRICT	SOLID WASTE SPECIAL SERVICE DISTRICT #1	THOMPSON SPECIAL SERVICE DISTRICT	GRAND COUNTY TRANSPORTATION SPECIAL SERVICE DISTRICT	THOMPSON SPECIAL SERVICE FIRE DISTRICT	TOTAL COMPONENT UNITS
Governmental activities:												
Canyonlands Health Care Special Service District												
General government	$ 639,047				$ (639,047)							$ (639,047)
Thompson Special Service Fire District												
Public Safety	53,037										$ (53,037)	(53,037)
Grand County Special Service Water District												
General government	37,122					$ (37,122)						(37,122)
Interest on long term debt	843					(843)						(843)
Grand County Recreation Special Service District												
Parks and recreation	805,074						$ (805,074)					(805,074)
Grand County Transportation Special Service District												
Highway & pubic improvements	876,288		$ 77,954	$ 386,618						$ (411,716)		(411,716)
Total governmental activities	$ 2,411,411	$ ...	$ 77,954	$ 386,618	$ (639,047)	$ (37,965)	$ (805,074)	$ ...	$ ...	$ (411,716)	$ (53,037)	$ (1,946,839)
Business-type activities:												
Canyonlands Health Care Special Service District	$ 3,427,934	$ 2,877,553			$ (550,381)							$ (550,381)
Solid Waste Special Service District #1	844,362	608,924						$ (235,438)				(235,438)
Thompson Special Service District	82,524	38,704		$ 55,859					$ 12,039			12,039
Total business-type activities	$ 4,354,820	$ 3,525,181	$ ...	$ 55,859	$ (550,381)	$ ...	$ ...	$ (235,438)	$ 12,039	$ ...	$ ...	$ (773,780)
Total component units	$ 6,766,231	$ 3,525,181	$ 77,954	$ 442,477	$ (1,189,428)	$ (37,965)	$ (805,074)	$ (235,438)	$ 12,039	$ (411,716)	$ (53,037)	$ (2,720,619)
General revenues:												
Property taxes						$ 1,077						$ 1,077
Payment in lieu of taxes							$ 86,373					86,373
Mineral lease revenue					$ 1,053,929		352,198			$ 527,123		1,933,250
Investment earnings					9,717	513	680	$ 6,103	$ 427	2,717		20,157
Grants and contributions - not restricted to specific programs							26,543	270,000			$ 29,800	326,343
Gain/(loss) in disposal of assets								1,450	4,200			5,650
Contributions to other governments					(400)							(400)
Miscellaneous					48,815				1,835	226		50,876
Total general revenues					$ 1,112,061	$ 1,590	$ 465,794	$ 277,553	$ 6,462	$ 530,066	$ 29,800	$ 2,423,326
Change in net position					$ (77,367)	$ (36,375)	$ (339,280)	$ 42,115	$ 18,501	$ 118,350	$ (23,237)	$ (297,293)
Net position - beginning					3,932,513	1,506,513	3,765,280	2,167,918	1,156,729	1,113,082	348,978	13,991,013
Net position - ending					$ 3,855,146	$ 1,470,138	$ 3,426,000	$ 2,210,033	$ 1,175,230	$ 1,231,432	$ 325,741	$ 13,693,720

"The notes to the financial statements are an integral part of this statement."

GRAND COUNTY
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying financial statements of Grand County have been prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board.

In June 1999, the Governmental Accounting Standards Board (GASB) unanimously approved Statement No. 34, (as amended by GASB Statement 37) Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments. Certain of the significant changes in the Statement include the following:

- The financial statements include:

  A Management's Discussion and Analysis (MD&A) providing an analysis of the County's overall financial position, and results of operations.

  Financial statements prepared using full-accrual accounting for all the County's activities.

- A change in the fund financial statements to focus on the major funds.

These and other changes are reflected in the accompanying financial statements (including the notes to financial statements).

A. Reporting Entity

Grand County, Utah (the County) operates under a seven-member County Council form of government. The County provides the following services: Countywide services, such as those provided by elected officials (including assessing and collecting property taxes for all taxing districts in the County), health and human services to the unincorporated areas, such as police protection, developmental services, street lighting, traffic engineering, highways, planning and zoning, animal services and justice courts.

The accompanying financial statements include the County, which is a political subdivision with corporate powers created under Utah State law, and all of its component units, collectively referred to as the financial reporting entity. Blended component units, although legally separate entities, are in substance, part of the government's operations. Discretely presented component units are reported in a separate column in the government-wide financial statements to emphasize that they are legally separate from the government.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

A. Reporting Entity (Continued)

The criteria used by the County to determine the reporting entity consists of including any governmental department, agency, institution, commission or other governmental organization of which the County's governing board has financial accountability. Financial accountability is derived from the governmental units' power and includes, but is not limited to, financial interdependency, selection of governing authority, designation of management, ability to significantly influence operations and accountability for fiscal matters. Financial accountability implies that a governmental unit is dependent on another and the dependent unit should be reported as part of the other. According to these criteria, the County considered the following entities to be component units.

Blended Component Units – These component units function for all practical purposes, as an integral part of Grand County despite their separate legal status.

Municipal Building Authority – The Municipal Building Authority of Grand County was created by the County Council as a body politic and corporate for the purpose of financing, owning, leasing, or operating facilities to meet the needs of the County government. It is comprised of a governing body that has been appointed by the County Council and may be removed or replaced at any time by its discretion.

Discrete Component Units - These component units are entities, which are legally separate from the County, but are financially accountable to the County whose relationships with the County are such that exclusion would cause the County's financial statements to be misleading or incomplete. The Component Units, column of the government-wide financial statements include that financial data of these entities.

Thompson Fire Protection District - The District was created for the purpose of providing fire protection service to the resident in and around the Thompson Spring area. The District operates under a board of trustee form of government. The Board's authority is derived from the Grand County Council, who has ultimate responsibility for the District. Separate financial statement may be obtained from Thompson Fire Protection District's administrative office in Thompson, Utah.

Thompson Special Service District – The District was created for the purpose of providing, water services to residents of the District's service area. The District operates under a board of trustee form of government. The Board's authority is derived from the Grand County Council, who has ultimate responsibility for the District. Separate financial statements may be obtained from Thompson Special Service District's administrative office in Thompson, Utah.

Grand County Special Service Water District - The District was created for the purpose of providing, within the area of a special service district, supply, treatment, and distribution of water. The County appoints the governing board. The District's financial statements were issued under a separate cover and separate financial statements may be obtained from the District's administrative office in Moab, Utah.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

A. Reporting Entity (Continued)

Canyonlands Health Care Special Service District - The Canyonlands Health Care Special Service District was established by the governing authority of the County, upon its own motion, for the benefit of the public health, convenience, and necessity of providing health care services. The County appoints the governing board of the District. The District's financial statements were audited and issued under a separate cover. Separate financial statements may be obtained from Canyonlands Health Care Special Service District's administrative office in Moab, Utah.

Grand County Recreation Special Service District – The District was created as a body politic and corporate, for the purpose of providing, within the area of the service district, recreation services. The County appoints the governing board of the District. The District's financial statements were audited and its report was issued under a separate cover. Separate financial statements may be obtained from Grand County Recreation Special Service District's administrative offices in Moab, Utah.

Solid Waste Special Service District #1 - The District was created as a body politic and corporate, for the purpose of providing sanitation services to the residents within the service district. The County appoints the governing board of the District. The District was audited and its report has been issued under a separate cover. Separate financial statements may be obtained from Solid Waste Management Special Service District's administrative offices in Moab, Utah.

Grand County Transportation Special Service District – District was established to effect construction and maintenance of new and existing roads, bridges and culverts within the boundaries of the District. The District has a 5-member board that is appointed by the Grand County Council. The District's financial statements have been audited and issued under a separate cover. Copies of that report can be obtained at the District's office.

Related Organizations

Grand County Water Conservancy District - The Water Conservancy District was created for the greatest beneficial use of water within the County. Water conservancy districts are created under the "Water Conservancy Act". The County appoints the directors of the District. The District's financial statements have been issued under a separate cover.

Spanish Valley Water and Sewer Improvement District – The District was created for the purpose of supplying, treating, and distributing water and the collection, treatment and distribution of sewage. The County appoints the directors of the District. The District's financial statements were issued under a separate cover.

Grand Water and Sewer Service Agency – The Agency was created for the purpose of central management of other similar districts. The County appoints the governing board. The Agency's financial statements were issued under a separate cover.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

A. Reporting Entity (Continued)

Moab Mosquito Abatement District - The Moab Mosquito Abatement District was created by Grand County after receiving the required petition signed by a certain number of registered voters within the District. The County Council appoints the governing board. The District's financial statements were compiled and issued under a separate cover.

Elgin Mosquito Abatement District - The Elgin Mosquito Abatement District was created by Grand County after receiving the required petition signed by a certain number of registered voters within the District. The County Council appoints the governing board. If the District was audited, or had financial statements compiled or reviewed by others, the administrative office would need to be contacted.

Grand County Cemetery Maintenance District – The District was created for the purpose of maintaining cemeteries within the area of the service district. The County appoints the governing board. The District's financial statements were issued under a separate cover.

B. Government-Wide and Fund Financial Accounting

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees charged to external parties for goods and services.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Direct expenses can include certain indirect costs (administrative overhead charges) that are automatically allocated to the various functions.

Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, component unit funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. The remaining governmental and enterprise funds are combined into a single column and reported as other (non-major) funds. The internal service fund is reported in a single column on the proprietary fund financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

Governmental-wide Financial Statements -The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. The use of financial resources to acquire capital assets are capitalized as assets in the government-wide financial statements, rather than reported as an expenditure. Proceeds of long-term debt are recorded as a liability in the government-wide financial statement, rather than as another financing source. Amounts paid to reduce long-term debt of the County are reported as a reduction of the related liability, rather than an expenditure in the government-wide financial statements.

Governmental Fund Financial Statements - Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. "Measurable" means that amounts can be reasonably determined within the current period. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the County considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Exceptions to this general rule include accumulated unpaid compensated absences and principal and interest on general long-term debt which are recognized when due.

The County reports the following major governmental funds:

- General Fund – The General Fund accounts for all activities not accounted for by other funds of the County. The principal source of revenue for this fund is property taxes.
- Impact Fee Fund – The Impact Fee Fund accounts for the revenues and expenditures collected and used with respect to specific areas outlined in their Capital Facility Plan associated with impact on certain services provided by the County, such as, fire, law enforcement, roads, drainage and parks and recreation.
- "B" Road fund - This Fund is used to account for grant revenues and expenditures received from the State to be used for the repair, improvement and construction of class "B" roads with-in the boundaries of the County.
- Travel Council Fund - This fund is used to account for the collection of Transient Room Tax and related grants and contribution to be used for tourism, promotion, capital facilities related to tourism and protective services.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

- Capital Projects Fund - This fund is used to accumulated financial resources to be used for the purchase or construction of capital assets to be used for the benefit of the difference services provided by Grand County.

The County's non-major governmental funds include other special revenue funds, capital project funds and debt service funds. The non-major special revenue funds account for specific revenue sources that are legally restricted to expenditures, for specified purposes. The capital project funds accounts for resources obtained and used for the acquisition, construction or improvement of certain capital facilities. Such resources are derived principally from proceeds of debt instruments, grants and operating transfers from the County's General Fund. Debt service funds record transactions for the collection and distribution of money for the retirement of long-term debts of the County.

Proprietary Fund Financial Statements – Proprietary funds include enterprise funds and internal service funds. Internal Service funds are used to account for the goods and services provided by one fund to other funds of the County, rather than to the general public. The financial statements of the proprietary funds are reported similar to the government-wide financial statements in that they both use the economic resources measurement focus and the accrual basis of accounting. The County's Sand Flats Fund is the only major enterprise fund.

Proprietary funds distinguish between operating and nonoperating revenues and expenses. Operating revenues and expenses result from providing goods and services relating to the primary operations of the proprietary fund. Other revenues and expenses are reported as nonoperating.

The County reports the following major proprietary fund:

- Sand Flats Fund – The Sand Flats Fund accounts for resources collected and used in the operation of the slick rock bike trails.

The County does not have any non-major proprietary funds.

Internal Service Fund – The Internal Service Fund accounts for the resources used to pay health insurance premium for the County. The Internal Service Fund is reported on the proprietary fund statements. In the government-wide financial statement, the internal service fund is included with governmental activities since most of the services provided by the internal service fund are for governmental purposes.

Fiduciary Fund Financial Statements – Fiduciary funds are used to account for assets held by the County in a trustee capacity or as an agent for other organizations or individuals. These statements are reported using the economic resources measurement focus and the accrual basis of accounting. The County only has one type of fiduciary fund.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

- Agency Funds – Agency Funds are used to account for assets held by the County as an agent for other governments, private organizations, or individuals. Agency Funds include Treasurer's Tax Collection and Miscellaneous funds. Agency Funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations.

Interfund Transactions – Interfund transactions represent transactions between different funds within the County. In general, interfund activity, including internal service fund transactions have been eliminated from the government-wide financial statements in an effort to minimize the doubling-up of revenues and expenditures resulting from such transactions. Interfund services provided and used between different functional categories, however, have not been eliminated from the government-wide financial statement so as not to distort the direct costs and program revenues reported in the various functions concerned.

Transfers between governmental and business-type activities are reported at the net amount in the government-wide Statement of Activities. Interfund receivables and payables have been eliminated from the government-wide Statement of Net Position except for those amounts due between governmental and business-type activities. Such amounts are reported at the net amount as "internal balances" and offset each other to result in a zero balance in the total column.

Program Revenues/Operating Revenues and Expenses From Non-Operating Items – Amounts reported as program revenues include 1) charges for fees, rental, material, supplies, or services provided, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues in governmental funds. Likewise, general revenues include all property taxes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, and then unrestricted resources as they are needed.

D. Budgetary Data

Budgets are presented on the modified accrual basis of accounting for all governmental funds and on the accrual basis for proprietary funds. Budgets are not adopted for the agency fund. All annual appropriations lapse at fiscal year end. The following procedures are used in establishing the budgetary data reflected in the financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Budgetary Data (Continued)

1. A formal budget is adopted for all funds, which require a budget: all general, special revenue, debt service, capital projects, and enterprise funds. The budget is a complete financial plan, which identifies all estimated revenues and all appropriations for expenditure for the year. The budget must balance, that is estimated revenues and other financing sources must equal appropriated expenditures.
2. By November 1, the County Auditor submits to the County Council a proposed operating budget for the fiscal year for all funds beginning January 1.
3. The County Council discusses and approves the budget and sets a date for a public hearing on the proposed budget.
4. A public hearing is held to obtain taxpayer comments and the budget is adopted.
5. The County Council can transfer budgeted amounts between line items or departments by resolution, but any action that increases the total general fund budget must be approved by resolution only after a public hearing. (The budgets of other funds may be increased after giving public notice.)

E. Cash and Cash Equivalents and Investments

Cash and investment management in the County is administered by the County Treasurer in accordance with the Utah Money Management Act, Section 51-7 of the Utah code. The County's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition, including investments in the Public Treasurers' Investment Fund (PTIF).

Statements of cash flow are presented for proprietary funds under the direct method.

F. Compensated Absences

It is the County's policy to permit employees to accumulate earned but unused vacation, comp-time and sick pay benefits. An estimate of sick leave liability, comp-time and vacation pay is accrued when incurred in government-wide financial statements and proprietary funds and reported as a liability.

Accrued unpaid vacation pay and other employee benefit amounts, which vest to the employee in the government-wide financial statements for governmental activities total $575,652 and for Business-type activities total $24,763.

G. Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

H. Capital Assets

Capital assets include land, right of ways, buildings, improvements other than buildings, machinery and equipment, infrastructure (roads and bridges), and work-in-progress. These assets are reported in the government-wide financial statements in the relevant column on the Statement of Net Position under governmental or business activities. Proprietary fund capital assets are also reported in the appropriate fund statements. Capital assets acquired by governmental funds are recorded as expenditures in the governmental fund financial statements. The capitalization threshold for personal property is defined to be assets with a useful life over one year and costing at least $5,000. Assets purchased or constructed are generally recorded at cost. If precise cost is not available (as was the case with certain infrastructure), the asset is recorded at estimated historical cost. Donated capital assets are recorded at their estimated fair value at the date of donation.

When constructing capital assets, interest expense incurred relating to governmental or proprietary activities is capitalized.

Depreciation of all exhaustible capital assets is charged as an expense against operations for proprietary funds and is charged to the various functional expenses or business-type activities in the government-wide Statement of Activities. Accumulated depreciation is reported on proprietary fund and government-wide Statement of Net Position. Depreciation is provided over the estimated useful lives using the straight-line method. Estimated useful lives are as follows:

Buildings	20-40 years
Improvements	15-20 years
Equipment	5-10 years
Infrastructure	40-50 years

I. Net Position/Fund Balances

The difference between assets plus deferred outflows and liabilities plus deferred inflows is reported as "Net Position" on the government-wide and proprietary fund financial statements and "Fund Balance" on the governmental fund financial statements. Net position is divided into three categories, net investment in capital assets, restricted, and unrestricted. Net position is reported as restricted when constraints are placed upon them by external parties or are imposed by constitutional provisions or enabling legislation.

In the governmental fund financial statements, fund balances are classified as nonspendable, restricted, committed, assigned and unassigned.

J. Estimates

The preparation of financial statement in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as the date of financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

K. Inventories

Inventories consist of petroleum products used to operate and maintain the County's vehicles and equipment and are valued at cost using the first-in/first-out method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

2. CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2015 was as follows:

Primary Government Governmental activities:	BEGINNING BALANCE	INCREASES	ADJUSTMENTS AND DECREASES	ENDING BALANCE
Capital assets not being depreciated:				
Land	$ 3,451,372			$ 3,451,372
Rights of Way	4,894,694			4,894,694
Work in progress	10,470,891	$ 890,066	$ (10,573,255)	787,702
Total capital assets not being depreciated	$ 18,816,957	$ 890,066	$ (10,573,255)	$ 9,133,768
Capital assets being depreciated:				
Buildings	$ 16,557,724	$ 418,975	$ (68,413)	$ 16,908,286
Improvements other than buildings	11,524,856	10,446,213		21,971,069
Machinery and equipment	10,326,701	853,402	(21,578)	11,158,525
Infrastructure	113,452,191			113,452,191
Total capital assets being depreciated	$ 151,861,472	$ 11,718,590	$ (89,991)	$ 163,490,071
Less accumulated depreciation for:				
Buildings	$ 6,355,996	$ 454,041		$ 6,810,037
Improvements other than buildings	5,293,476	645,411		5,938,887
Machinery and equipment	7,547,707	659,555	$ (12,295)	8,194,967
Infrastructure	74,700,998	2,247,595		76,948,593
Total accumulated depreciation	$ 93,898,177	$ 4,006,602	$ (12,295)	$ 97,892,484
Total capital assets, being depreciated, net	$ 57,963,295	$ 7,711,988	$ (77,696)	$ 65,597,587
Governmental activities capital assets, net	$ 76,780,252	$ 8,602,054	$ (10,650,951)	$ 74,731,355

2. CAPITAL ASSETS (Continued)

	BEGINNING BALANCE	INCREASES	DECREASES	ENDING BALANCE
Business-type activities:				
Capital assets not being depreciated:				
Land				
Total capital assets not being depreciated	$ ...	$ ...	$ ...	$ ...
Capital assets being depreciated:				
Buildings	$ 85,560			$ 85,560
Improvements other than buildings	199,176			199,176
Machinery and equipment	59,622			59,622
Total capital assets being depreciated	$ 344,358	$ ...	$ ...	$ 344,358
Less accumulated depreciation for:				
Buildings	$ 10,017	$ 2,139		$ 12,156
Improvements other than buildings	119,749	9,959		129,708
Machinery and equipment	49,334	2,286		51,620
Total accumulated depreciation	$ 179,100	$ 14,384	$ ...	$ 193,484
Total capital assets, being depreciated, net	$ 165,258	$ (14,384)	$ ...	$ 150,874
Business-type activities capital assets, net	$ 165,258	$ (14,384)	$ ...	$ 150,874

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities:	
General government	$ 193,304
Public safety	456,338
Highways and public improvements	2,964,085
Public health	28,660
Conservation and economic development	14,857
Parks and recreation	349,358
Total depreciation expense - governmental activities	$ 4,006,602
Business-type activities:	
Sandflats	$ 14,384
Total depreciation expense - Business-Type Activities	$ 14,384
Total depreciation expense	$ 4,020,986

3. LONG-TERM DEBT

Annual debt service requirements to maturity for bonds are as follows:

Year Ending December 31,	Governmental Activities Principal	Interest	Total
2016	$ 444,000	$ 62,270	$ 506,270
2017	448,000	74,313	522,313
2018	456,000	66,200	522,200
2019	464,000	57,904	521,904
2020	447,000	49,417	496,417
2021-2025	1,729,000	140,355	1,869,355
2026-2030	548,000	49,675	597,675
2031-2035	503,000	19,675	522,675
2036-2040	99,000		99,000
2041	20,000		20,000
	$ 5,158,000	$ 519,809	$ 5,677,809

Revenue and General Obligation Bonds – Revenue and General Obligation Bonds payable at December 31, 2014, with their outstanding balances, are comprised of the following individual issues:

Governmental Activities:

General Obligation Refunding Bonds, Series 2014 in the amount of $1,461,000 issued on April 1, 2014. Semi-Annual principal and interest payments are due each April 1 and October 1, and range from $162,000 to $196,000. The County entered into this agreement for the purpose of Refunding G.O. Bonds, Series 1992 which had an interest rate of 3.00% and which were used for the construction of a new Court House building. The new bond bears interest at the rate of 1.90 percent. $ 1,299,000

General Obligation Bonds, Series 2004 in the amount of $2,500,000, issued on August 3, 2004. Annual principal and interest payments are due each April 1, and range from $159,975 to $160,925. The County entered into this agreement for the purpose of financing the cost of constructing a new Library building. The loan bears interest in the amount of 2.50 percent. $ 1,404,000

3. LONG TERM DEBT (Continued)

Governmental Activities:

Lease Revenue Bond Series 1998, due in annual installments from $25,100 to $26,100, beginning July 1, 2000 and maturing July 1, 2019. The bond has an annual interest rate of 2.50 percent. The purpose of the bond is to make improvements to the Visitors Information Center at the Grand County Airport.	$ 96,000
Taxable Lease Revenue Bond Series 2002, due in annual installments of $7,000 to $8,000, beginning August 1, 2004 and maturing August 1, 2023. The bond is a zero percent interest bond. The purpose of the bond is to finance the acquisition of a fire truck and related public safety improvements for lease to the County and sublease to the Moab Valley Fire Protection District.	$ 64,000
Taxable Lease Revenue Bond Series 2004A, due in annual installments of $30,000, beginning January 1, 2006 and maturing January 1, 2035. The bond is a zero percent interest bond. The purpose of the bond is to finance a portion of the acquisition and construction of a senior citizens center and related improvements.	$ 570,000
Lease Revenue Bond Series 2004B, annual principal and interest payments are due each January 1, and range from $54,825 to $56,175, beginning January 1, 2006 and maturing January 1, 2035. The bond is a 2.5 percent interest bond. The purpose of the bond is to finance a portion of the acquisition and construction of a senior citizens center and related improvements.	$ 833,000
Lease Revenue Bond Series 2004, Annual principal and interest payments are due each April 1, and range from $69,700 to $70,675, beginning April 1, 2005 and maturing April 1, 2016. The bond is a 2.5 percent interest bond. The purpose of the bond is to finance the acquisition, construction, furnishing, leasing, maintaining, or operating a public safety storage and training facility and the related real property as well as for the purpose of acquiring additional property for future use by the County.	$ 68,000
On June 24, 2008, the Grand County Municipal Building Authority Issued Taxable Lease Revenue Bonds, Series 2008 in the amount of $500,000. Annual principal payments in the amount of $25,000 are due each October 1 with the last payment due October 1, 2028. The bonds have an interest rate of zero percent. The proceeds of the bonds are to be used to help fund the construction of a fire station.	$ 325,000
On December 21, 2010, the Grand County Municipal Building Authority Issued Taxable Lease Revenue Bonds, Series 2010 in the amount of $575,000. Annual principal payments in the amount of $19,000 are due each December 31 with the last payment due December 31, 2041. The bonds have an interest rate of zero percent. The proceeds of the bonds are to be used to help fund the purchase and renovation of a health department building	$ 499,000

3. LONG TERM DEBT (Continued)

Changes in long-term liabilities

Long-term liability activity for the year ended December 31, 2015 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Bonds payable:					
General obligation bonds	$ 2,987,000		$ 284,000	$ 2,703,000	$ 301,000
Revenue bonds	2,661,000		206,000	2,455,000	143,000
Net pension liability	3,123,430	$ 333,007	965,287	2,491,150	
Compensated Absences	598,482		22,830	575,652	
Governmental activity long-term liabilities	$ 9,369,912	$ 333,007	$ 1,478,117	$ 8,224,802	$ 444,000
Business-type activities:					
Net pension liability	$ 94,942	$ 10,122	$ 29,341	$ 75,723	
Compensated Absences	18,329	6,434		24,763	
Business-type activity long-term liabilities	$ 113,271	$ 16,556	$ 29,341	$ 100,486	$ ...

Component Units

Long-term liability activity for the year ended December 31, 2015 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Business-type activities:					
Revenue bonds payable	$ 4,626,106		$ 286,500	$ 4,339,606	$ 294,000
Business-type activity long-term liabilities	$ 4,626,106	$ ...	$ 286,500	$ 4,339,606	$ 294,000
Governmental activities:					
G.O. bonds payable	$ 39,000		$ 13,000	$ 26,000	$ 13,000
Governmental activity long-term liabilities	$ 39,000	$ ...	$ 13,000	$ 26,000	$ 13,000

3. LONG TERM DEBT (Continued)

Governmental Activity Debt

On April 1, 2014, the Grand County Council issued General Obligation Refunding Bonds Series 2014 in the principal amount of $1,461,000 together with interest at the rate of 1.9% per annum. The bonds begin accruing interest on the unpaid balance of the principal on April 1, 2014 with an interest and principal payments due on April 1, and October 1. These G.O. bonds will mature on April 1, 2022. The purpose for issuing the bonds was to refund G.O. bonds series 1992 which were used to construct a new Court House building. The repayment schedule is as follows:

Principal Payment Date	Principal	Interest	Total
April 1, 2016	$ 176,000	$ 24,746	$ 200,746
April 1, 2017	179,000	21,393	200,393
April 1, 2018	182,000	17,983	199,983
April 1, 2019	185,000	14,516	199,516
April 1, 2020	189,000	10,992	199,992
April 1, 2021	192,000	7,391	199,391
April 1, 2022	196,000	3,734	199,734
Totals	$ 1,299,000	$ 100,755	$ 1,399,755

3. LONG TERM DEBT (Continued)

Governmental Activity Debt (Continued)

In 2004, the Grand County Council issued General Obligation Bonds, Series 2004 in the principal amount of $2,500,000 together with interest at 2.50% per annum. The bonds begin accruing interest on the unpaid balance of principal on April 1, 2005. Annual principal and interest payments begin April 1, 2006 and continue through April 1, 2025. The purpose for issuing the bonds is to finance the cost of constructing a new Library building. The repayment schedule is as follows:

Principal Payment Date	Principal	Interest	Total
April 1, 2016	$ 125,000	$ 35,100	$ 160,100
April 1, 2017	128,000	31,975	159,975
April 1, 2018	132,000	28,775	160,775
April 1, 2019	135,000	25,475	160,475
April 1, 2020	138,000	22,100	160,100
April 1, 2021	142,000	18,650	160,650
April 1, 2022	145,000	15,100	160,100
April 1, 2023	149,000	11,475	160,475
April 1, 2024	153,000	7,750	160,750
April 1, 2025	157,000	3,925	160,925
Totals	$ 1,404,000	$ 200,325	$ 1,604,325

3. LONG TERM DEBT (Continued)

On October 9, 1998, the Grand County Council issued Grand County Visitor Center Authority Lease Revenue Bonds, Series 1998 in the principal amount of $400,000 together with interest at 2.5% per annum. The bonds begin accruing interest on the unpaid principal balance on July 1, 1999 with an interest and principal payment due on July 1, 2000. The bonds mature at July 1, 2019. Grand County Visitor Center Authority Lease Revenue Bonds, Series 1998 were issued for the purpose of making improvements to the Visitor Information Center at the Grand County Airport. The repayment schedule is as follows:

Principal Payment Date	Principal	Interest	Total
July 1, 2016	$ 23,000	$ 2,400	$ 25,400
July 1, 2017	24,000	1,825	25,825
July 1, 2018	24,000	1,225	25,225
July 1, 2019	25,000	625	25,625
Totals	$ 96,000	$ 6,075	$ 102,075

On January 8, 2002, the Municipal Building Authority of Grand County issued Taxable Lease Revenue Bond, Series 2002 in the principal amount of $150,000. The bond is a zero percent interest bond. The first installment of the principal balance of $7,000 will become due August 1, 2004 with the bond maturing on August 1, 2023. The purpose of the bond is to finance the acquisition of a fire truck and related public safety improvements for lease to the County and sublease to the Moab Valley Fire Protection District. The repayment schedule is as follows:

Principal Payment Date	Amount of Principal Payment
August 1, 2016	$ 8,000
August 1, 2017	8,000
August 1, 2018	8,000
August 1, 2019	8,000
August 1, 2020	8,000
August 1, 2021	8,000
August 1, 2022	8,000
August 1, 2023	8,000
Totals	$ 64,000

3. LONG TERM DEBT (Continued)

In 2004, the Municipal Building Authority of Grand County issued Taxable Lease Revenue Bond, Series 2004A in the principal amount of $900,000. The bond is a zero percent interest bond. The first installment of the principal balance of $30,000 will become due January 1, 2006 with the bond maturing on January 1, 2035. The purpose of the bond is to finance a portion of the acquisition and construction of a senior citizens center and related improvements. The repayment schedule is as follows:

Principal Payment Date	Amount of Principal Payment
January 1, 2017	$ 30,000
January 1, 2018	30,000
January 1, 2019	30,000
January 1, 2020	30,000
January 1, 2021	30,000
January 1, 2022	30,000
January 1, 2023	30,000
January 1, 2024	30,000
January 1, 2025	30,000
January 1, 2026	30,000
January 1, 2027	30,000
January 1, 2028	30,000
January 1, 2029	30,000
January 1, 2030	30,000
January 1, 2031	30,000
January 1, 2032	30,000
January 1, 2033	30,000
January 1, 2034	30,000
January 1, 2035	30,000
Total	$ 570,000

3. LONG TERM DEBT (Continued)

In 2004, the Municipal Building Authority of Grand County issued Lease Revenue Bond, Series 2004B in the principal amount of $1,162,300 together with interest at 2.5% per annum. The bonds begin accruing interest on the unpaid principal balance on January 1, 2005 with an interest and principal payment due on January 1, 2006. The bonds mature at January 1, 2035. The purpose of the bond is to finance a portion of the acquisition and construction of a senior citizens center and related improvements. The repayment schedule is as follows:

Payment Date	Principal	Interest	Total
January 1, 2017	$ 35,000	$ 20,825	$ 55,825
January 1, 2018	36,000	19,950	55,950
January 1, 2019	37,000	19,050	56,050
January 1, 2020	38,000	18,125	56,125
January 1, 2021	39,000	17,175	56,175
January 1, 2022	39,000	16,200	55,200
January 1, 2023	40,000	15,225	55,225
January 1, 2024	41,000	14,225	55,225
January 1, 2025	42,000	13,200	55,200
January 1, 2026	43,000	12,150	55,150
January 1, 2027	44,000	11,075	55,075
January 1, 2028	46,000	9,975	55,975
January 1, 2029	47,000	8,825	55,825
January 1, 2030	48,000	7,650	55,650
January 1, 2031	49,000	6,450	55,450
January 1, 2032	50,000	5,225	55,225
January 1, 2033	52,000	3,975	55,975
January 1, 2034	53,000	2,675	55,675
January 1, 2035	54,000	1,350	55,350
Totals	$ 833,000	$ 223,325	$ 1,056,325

3. LONG TERM DEBT (Continued)

On April 20, 2004, the Municipal Building Authority of Grand County issued Lease Revenue Bond, Series 2004 in the principal amount of $720,993 together with interest at 2.5% per annum. The bonds begin accruing interest on the unpaid principal balance on April 20, 2004 with an interest and principal payment due on April 1, 2005 and continuing every April 1st until April 1, 2016, the date the bonds mature. The purpose of the bond is to finance the acquisition, construction, furnishing, leasing, maintaining, or operating a public safety and training facility and the related real property as well as for the purpose of acquiring additional property for future use by the County. The repayment schedule is as follows:

Principal Payment Date	Principal	Interest	Total
April 1, 2016	$ 68,000	$ 1,700	$ 69,700
Totals	$ 68,000	$ 1,700	$ 69,700

3. LONG TERM DEBT (Continued)

On June 24, 2008, the Municipal Building Authority of Grand County issued Taxable Lease Revenue Bonds, Series 2008 in the principal amount of $500,000. The bonds are a zero percentage interest bonds. The first installment of the principal balance of $25,000 became due October 1, 2009 with the bond maturing on October 1, 2028. The purpose of the bond was to help provide funding in the construction of a new fire station located in Moab, Utah for lease to Grand County and sublease to Moab Valley Fire Protection District. The repayment schedule is as follows:

Principal Payment Date	Amount of Principal Payment
October 1, 2016	$ 25,000
October 1, 2017	25,000
October 1, 2018	25,000
October 1, 2019	25,000
October 1, 2020	25,000
October 1, 2021	25,000
October 1, 2022	25,000
October 1, 2023	25,000
October 1, 2024	25,000
October 1, 2025	25,000
October 1, 2026	25,000
October 1, 2027	25,000
October 1, 2028	25,000
Totals	$ 325,000

3. LONG TERM DEBT (Continued)

On December 21, 2010, the Municipal Building Authority of Grand County issued Taxable Lease Revenue Bond, Series 2010 in the principal amount of $575,000 together with interest at 0.0% per annum. Principal payments come due on December 31, 2012 and continuing every December 31st until December 31, 2041, the date the bonds mature. The purpose of the bond is to finance the acquisition and remodeling of a building to be used as the health department office facility. The repayment schedule is as follows:

Principal Payment Due	Amount of Principal Payment
December 31, 2016	$ 19,000
December 31, 2017	19,000
December 31, 2018	19,000
December 31, 2019	19,000
December 31, 2020	19,000
December 31, 2021	19,000
December 31, 2022	19,000
December 31, 2023	19,000
December 31, 2024	19,000
December 31, 2025	19,000
December 31, 2026	19,000
December 31, 2027	19,000
December 31, 2028	19,000
December 31, 2029	19,000
December 31, 2030	19,000
December 31, 2031	19,000
December 31, 2032	19,000
December 31, 2033	19,000
December 31, 2034	19,000
December 31, 2035	19,000
December 31, 2036	19,000
December 31, 2037	20,000
December 31, 2038	20,000
December 31, 2039	20,000
December 31, 2040	20,000
December 31, 2041	20,000
Totals	$ 499,000

4. DEPOSITS AND INVESTMENTS

Deposits and investing for the County and its blended component units are governed by the Utah Money Management Act (Utah Code, Title 51, Chapter 7) and rules of the State of Utah Money Management Council.

The County follows the requirements of the Utah Money Management Act (Utah Code, Section 51, Chapter 7) in handling its depository and investment transactions. The Act requires the depositing of County funds in a qualified depository. The Act defines a qualified depository as any financial institution whose deposits are insured by an agency of the Federal Government and which has been certified by the State Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Utah Money Management Council.

Deposits

The County maintains a cash and investment pool that is available for use by all funds. Each fund type's portion of this pool is displayed on the fund financial statements as cash and cash equivalents. Income from the investment of pooled cash is allocated based on each fund's portion of the pool. In addition, cash is separately held by individual funds.

Custodial Credit Risk

Custodial credit risk is the risk that, in the event of a bank failure, the County's deposits may not be returned to it. The County does not have a formal deposit policy for custodial credit risk. At December 31, 2015, the County's bank balance of cash on deposit was $431,672 of this amount $250,000 was insured. The deposits are uncollateralized.

At December 31, 2015, the bank balance of cash on deposit for the discrete component units was $1,941,930 of this amount $711,796 was insured. These deposits are uncollateralized.

Investments

The Money Management Act defines the types of securities authorized as appropriate investments for the County and its component units and the conditions for making investment transactions. Investment transactions may be conducted only through qualified depositories, certified dealers, or directly with issuers of the investment securities.

Statutes authorize the County and its component units to invest in negotiable or nonnegotiable deposits of qualified depositories and permitted negotiable depositories; repurchase and reverse repurchase agreements; commercial paper that is classified as "first tier" by two nationally recognized statistical rating organizations, one of which must be Moody's Investors Services or Standard & Poor's; bankers' acceptances; obligations of the United States Treasury including bills, notes, and bonds; bonds, notes, and other evidence of indebtedness of political subdivisions of the State; fixed rate corporate obligations and variable rate securities rated "A" or higher, or the equivalent of "A" or higher, by two nationally recognized statistical rating organizations; shares or certificates in a money market mutual fund as defined in the Act; and the Utah State Public Treasurer's Investment Fund.

4. DEPOSITS AND INVESTMENTS (Continued)

The Utah State Treasurer's Office operates the Public Treasurer's Investment Fund (PTIF). The PTIF is available for investment of funds administered by any Utah public treasurer. The PTIF is not registered with the SEC as an investment company. The PTIF is authorized and regulated by the Money Management Act, Section 51-7, and Utah Code Annotated, 1953, as amended. The Act established the Money Management Council, which oversees the activities of the State Treasurer and the PTIF and details the types of authorized investments. Deposits in the PTIF are not insured or otherwise guaranteed by the State of Utah, and participants share proportionally in any realized gains or losses on investments.

The PTIF operates and reports to participants on an amortized cost basis. The income, gains, and losses – net of administration fees, of the PTIF are allocated based upon the participant's average daily balance. The fair value of the PTIF investment pool is approximately equal to the value of the pool shares.

As of December 31, 2015, the County had the following investments and maturities:

Investment Type	Carrying Amount and Fair Value	Investment Maturities (in Years) Less Than 1	1-5	6-10	More than 10
Primary government:					
Debt securities					
U.S. Treasury Securities	$ 25,348	$ 25,348			
Other Investments					
Investments in Utah Public Treasurer's Investment Pool	9,869,495	9,869,495			
Total Investments, primary government	$ 9,894,843	$ 9,894,843	$ ...	$ ...	$ ...
Component units:					
Other Investments					
Investments in Utah Public Treasurer's Investment Pool	$ 3,397,594				
Total Investments, component units	$ 3,397,594				

4. DEPOSITS AND INVESTMENTS (Continued)

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The County manages this risk in part by investing in the Utah Public Treasurers Investment Fund. The County also manages its exposure to fair value loss arising from increasing interest rates is to comply with the State's Money Management Act. Section 51-7-11 of the Act requires that the remaining term to maturity of investments may not exceed the period of availability of the funds to be invested. The Act further limits the remaining term to maturity on all investments in commercial paper, bankers' acceptance, fixed rate negotiable deposits, and fixed rate corporate obligations to 270-365 days or less. In addition, variable rate negotiable deposits and variable rate securities may not have a remaining term to final maturity exceeding 2 years.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The County and its component unit have not adopted a formal policy with regards to credit risk on investments but the County and its component units informally follows the policy for reducing its exposure to credit risk is to comply with the State's Money Management Act as previously discussed.

At December 31, 2015, the County had the following investments and quality ratings:

Investment Type	Fair Value	Quality Ratings AAA	AA	A	Unrated
Primary government:					
Debt Securities					
U.S. Treasury Securities	$ 25,348				$ 25,348
Other Investments					
Investments in Utah Public Treasurer's Investment Pool	9,869,495				9,869,495
Total, primary government	$ 9,894,843	$ ...	$ ...	$ ...	$ 9,894,843
Component units:					
Other Investments					
Investments in Utah Public Treasurer's Investment Pool	$ 3,397,594				$ 3,397,594
Total, component units	$ 3,397,594	$ ...	$ ...	$ ...	$ 3,397,594

4. DEPOSITS AND INVESTMENTS (Continued)

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The County informal policy for reducing this risk of loss is to comply with the Rules of the Money Management Council. No more than 5% of all funds may be invested in securities of a corporation that has been in continuous operation for less than three years. No more than 5% of the outstanding voting securities of any one corporation may be held. In addition, Rule 2 limits investment concentrations in certain types of investments. Rule 17 of the Money Management Council limits investments in a single issuer of commercial paper and corporate obligations to 5-10% depending upon the total dollar amount held in the portfolio.

Custodial Credit Risk

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the County will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The County does not have a formal policy for custodial credit risk. As of December 31, 2015, the County had $9,869,495 invested in the Public Treasurer's Investment Fund and was held by them.

The County's investments at December 31, 2015 were held by the County or in the County's name by the County's custodial banks.

5. PENSION PLANS

Summary of Significant Accounting Policies

Pensions: For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Utah Retirement Systems Pension Plan (URS) and additions to/deductions from URS's fiduciary net position have been determined on the same basis as they are reported by URS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

5. PENSION PLANS (Continued)

General Information about the Pension Plan

Plan description: Eligible plan participants are provided with pensions through the Utah Retirement Systems. The Utah Retirement Systems are comprised of the following pension trust funds:

- Public Employees Noncontributory Retirement System (Noncontributory System); Public Employees Contributory Retirement System (Contributory System); are multiple employer, cost sharing, public employees, retirement system.

- Public Safety Retirement System (Public Safety System) is a mixed agent and cost sharing, multiple-employer retirement system.

- Tier 2 Public Employees Contributory Retirement System (Tier 2 Public Employees System); and the Tier 2 Public Safety and Firefighter Contributory Retirement System (Tier 2 Public Safety and Firefighters System) are multiple employer, cost sharing, public employees, retirement systems.

The Tier 2 Public Employees System became effective July 1, 2011. All eligible employees beginning on or after July 1, 2011, who have no previous service credit with any of the Utah Retirement Systems, are members of the Tier 2 Retirement System.

The Utah Retirement Systems (Systems) are established and governed by the respective sections of Title 49 of the Utah Code Annotated 1953, as amended. The Systems' defined benefit plans are amended statutorily by the State Legislature. The Utah State Retirement Office Act in Title 49 provides for the administration of the Systems under the direction of the Board, whose members are appointed by the Governor. The Systems are fiduciary funds defined as pension (and other employee benefit) trust funds. URS is a component unit of the State of Utah. Title 49 of the Utah Code grants the authority to establish and amend the benefit terms. URS issues a publicly available financial report that can be obtained by writing Utah Retirement Systems, 560 E. 200 S, Salt Lake City, Utah 84102 or visiting the website: www.urs.org.

5. PENSION PLANS (Continued)

Benefits provided: URS provides retirement, disability, and death benefits. Retirement benefits are as follows:

Summary of Benefits by System

System	Final Average Salary	Years of Service Required and/or Age Eligible for Benefit	Benefit Percent Per Year of Service	COLA**
Noncontributory System	Highest 3 years	30 years any age 25 years any age* 20 years age 60* 10 years age 62* 4 years age 65	2.0% per year all years	Up to 4%
Contributory System	Highest 5 years	30 years any age 20 years age 60* 10 years age 62* 4 years age 65	1.25% per year to June 1975; 2.00% per year July 1975 to present	Up to 4%
Public Safety System	Highest 3 years	20 years any age 10 years age 60 4 years age 65	2.5% per year up to 20 years; 2.0% per year over 20 years	Up to 2.5% to 4% depending on the employer
Tier 2 Public Employees System	Highest 5 years	35 years any age 20 years age 60* 10 years age 62* 4 years age 65	1.5% per year all years	Up to 2.5%
Tier 2 Public Safety and Firefighter System	Highest 5 years	25 years any age 20 years age 60* 10 years age 62* 4 years age 65	1.5% per year all years	Up to 2.5%

*with actuarial reductions

**All post-retirement cost-of-living adjustments are non-compounding and are based on the original benefit except for Judges, which is a compounding benefit. The cost-of-living adjustments are also limited to the actual Consumer Price Index (CPI) increase for the year, although unused CPI increases not met may be carried forward to subsequent years.

5. PENSION PLANS (Continued)

Contributions As a condition of participation in the Systems, employers and/or employees are required to contribute certain percentages of salary and wages as authorized by statute and specified by the URS Board. Contributions are actuarially determined as an amount that, when combined with employee contributions (where applicable) is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded actuarial accrued liability. Contribution rates are as follows:

Utah State Retirement Systems

	Employee Paid	Paid by Employer for Employee	Employer Contribution Rates
Contributory System			
11 - Local Governmental Division Tier 1	N/A	6.00%	14.460%
111 - Local Governmental Division Tier 2	N/A	N/A	14.910%
Noncontributory System			
15 - Local Governmental Division Tier 1	N/A	N/A	18.470%
Public Safety Retirement System			
75 - Other Division A Noncontributory Tier 1	N/A	N/A	35.710%
122 - Other Division A Contributory Tier 2	N/A	N/A	23.660%

Pension Assets, Liabilities, Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2014, the County reported a net pension asset of $8,242 and a net pension liability of $2,566,873.

	Proportionate Share	Net Pension Asset	Net Pension Liability
Noncontributory System	0.4146621%		$ 1,800,560
Contributory System	0.2843761%		82,026
Public Safety System	0.5441284%		684,287
Tier 2 Public Employees System	0.0895375%	$ 2,713	
Tier 2 Public Safety and Firefighter System	0.3737356%	5,529	
Total Net Pension Asset/Liability		$ 8,242	$ 2,566,873

5. PENSION PLANS (Continued)

The net pension asset and liability were measured as of December 31, 2014, and the total pension liability used to calculate the net pension asset and liability was determined by an actuarial valuation as of January 1, 2014, and rolled forward using generally accepted actuarial procedures. The proportion of the net pension asset and liability was based upon actual historical employer contributions to the plan from the census data submitted to the plan for pay periods ending in 2014.

For the year ended December 31, 2014, the County recognized pension expense of $686,124. At December 31, 2014, the County reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 180	$ 138,667
Changes in assumptions		273,295
Net difference between projected and actual earnings on pension plan investments	61,260	
Changes in proportion and differences between contributions and proportionate share of contributions		
Contributions subsequent to the measurement date	1,045,127	
Total	$ 1,106,567	$ 411,962

$1,045,127 was reported as deferred outflows of resources related to pensions results from contributions made by the County prior to our fiscal year end, but subsequent to the measurement date of December 31, 2014. These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Deferred Outflows (inflows) of Resources
2015	$ (103,497)
2016	(93,467)
2017	(89,370)
2018	(61,016)
2019	(491)
Thereafter	(2,682)

5. PENSION PLANS (Continued)

Actuarial assumptions - The total pension liability in the December 31, 2014, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.75 percent
Salary increases	3.50 - 10.50 percent, average, including inflation
Investment rate of return	7.50 percent, net of pension plan investment expense, including inflation

Active member mortality rates are a function of the member's gender, occupation, and age and are developed based upon plan experience. Retiree mortality assumptions are highlighted in the table below.

Retired Member Mortality
Class of Member

Educators
Men EDUM (90%)
Women EDUF(100%)

Public Safety and Firefighters
Men RP 2000mWC (100%)
Women EDUF (120%)

Local Government, Public Employees
Men RP 2000mWC (100%)
Women EDUF (120%)

EDUM = Constructed mortality table based on actual experience of male educators multiplied by given percentage EDUF = Constructed mortality table based on actual experience of female educators multiplied by given percentage
RP 2000mWC = RP 2000 Combined mortality table for males with white collar adjustments multiplied by given percentage

The actuarial assumptions used in the January 1, 2014, valuation were based on the results of an actuarial experience study for the five year period ending - December 31, 2013.

5. PENSION PLANS (Continued)

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best- estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

	Expected Return Arithmetic Basis		
Asset Class	Target Asset Allocation	Real Return Arithmetic Basis	Long-Term Expected Portfolio Real Rate of Return
Equity securities	40%	7.06%	2.82%
Debt securities	20%	0.80%	0.16%
Real assets	13%	5.10%	0.66%
Private equity	9%	11.30%	1.02%
Absolute return	18%	3.15%	0.57%
Cash and cash equivalents	0%	0.00%	0.00%
Totals	100%		5.23%
Inflation			2.75%
Expected arithmetic nominal return			7.98%

The 7.50 percent assumed investment rate of return is comprised of an inflation rate of 2.75 percent, a real return of 4.75 percent that is net of investment expense.

Discount rate - The discount rate used to measure the total pension liability was 7.50 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that contributions from all participating employers will be made at contractually required rates that are actuarially determined and certified by the URS Board. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Proportionate Share of the Net Pension Asset and Liability to Changes in the Discount Rate - The following presents the proportionate share of the net pension liability calculated using the discount rate of 7.50 percent, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.50 percent) or one-percentage point higher (8.50 percent) than the current rate:

5. PENSION PLANS (Continued)

	1% Decrease (6.50%)	Discount Rate (7.50%)	1% Increase (8.50%)
Proportionate Share of			
Net Pension (Asset) / Liability	$ 6,311,606	$ 2,558,631	$ (545,920)

Pension Plan Fiduciary Net Position - Detailed information about the pension plan's fiduciary net position is available in the separately issued URS financial report.

Pension Beginning and Ending Values

	Beginning values			Ending values		
GASB 68 schedule	**NPL/(NPA)**	**Asset**	**Liability**	**NPL/(NPA)**	**Asset**	**Liability**
Noncontributory	$ 2,237,731		$ 2,237,731	$ 1,800,560		$ 1,800,560
Contributory	89,157		89,157	82,026		82,026
Public Safety	890,946		890,946	684,287		684,287
Firefighters						
Judges						
Governors & Legislators						
Tier 2 Public employees	538		538	(2,713)	$ 2,713	
Tier 2 Public safety & Firefighter	(2,207)	$ 2,207		(5,529)	5,529	
Total	$ 3,216,165	$ 2,207	$ 3,218,372	$ 2,558,631	$ 8,242	$ 2,566,873

6. PROPERTY TAX CALENDAR

The County adopts, by June 22, the proposed tax rates as part of its budget for the current year, which began January 1. If the proposed rates exceed a certified tax rate, a special public hearing must be held before the final rate is adopted. The County Assessor assesses the final tax on property in the County on the prior January 1. The taxes are payable to the county treasurer by the end of November and are remitted to the County by the county treasurer as collected.

7. CONTINGENT LIABILITIES

Litigation

Grand County has several pending lawsuits pending at December 31, 2015. The outcome and liability of the lawsuit are undeterminable. The County has taken the position to vigorously contest the suits.

Closure and Post-Closure Cost Landfills

Grand County entered into agreements with the Solid Waste Special Service District #1 and the City of Moab in which the County agreed to guarantee the performance of closure and post-closure care of the Klondike and Moab Landfills. Should the escrow moneys set aside by the District not cover all costs associated with the closure and post-closure of the landfills, Grand County would be liable for one half of the uncovered costs. As of December 31, 2015, Grand County's share of closure and post-closure costs was estimated to be $239,939.

The estimated remaining landfill life in the Klondike Landfill and Moab Landfill is 52 years and 11 years, respectfully.

8. RISK MANAGEMENT

The County is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. In 1992, the County joined together with other counties in the State to form the Utah Association of Counties (UAC), a public entity risk pool currently operating as a common risk management and insurance program for member counties. The County pays an annual premium to UAC for its general insurance coverage. The Agreement for Formation of the UAC provides that UAC will be self-sustaining through member premiums and will reinsure through commercial companies.

9. DEFERRED COMPENSATION PLANS

The County offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all County employees, permits employees to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency.

The assets of the plan are administered by the Utah Retirement Systems (URS). All of the assets and income of the 457 Plan are held in pooled investment fund trusts by the URS for the exclusive benefit of the participants or their beneficiaries rather than as assets of the employer. The County follows Government Accounting Standards Board Statement No. 32, Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans, which says if the plans are separately administered the County is not required to report the assets. Since the URS is the fiduciary of these assets, the County is not required to report the assets.

The plan is included in a publicly available financial report that includes financial statements and required supplementary information. A copy of the URS report may be obtained by writing to the Utah Retirement Systems, 540 East 200 South, Salt Lake City, Utah 84102 or by calling 1-800-365-8772.

10. RECEIVABLES

Accounts receivables are shown in the General Fund, which include different departmental fees, rentals, travel reimbursements, landing fees and building inspector fees. No allowance has been setup for these items because their collection is assured.

11. RESTRICTED NET POSITION/RESTRICTED FUND BALANCES

The County has restricted net position and fund balances in the fund financial statements and the government-wide financial statements in the following amounts and for the purposes listed below.

Class "B" Road Funds (Restricted to use only on Class "B" expenditures)	$1,000,554
Transient Room Tax (Restricted for the use in promoting economic development in Grand County)	641,124
Impact Fee Fund (Restricted to mitigate impact in different areas of the County, such as, fire protection, law enforcement, park facilities, Drainage, and roads	252,743
Capital Projects (Restricted for the capital improvements relating to projects which qualify for TRT funds)	470,976
Debt Service Funds (Restricted for principal and interest payments and for reserve requirement for Library and Courthouse debt obligations)	1,299,843
Special Revenue Funds (Restricted by the state legislature or contractual grant agreements for specific purposes)	679,155

12. RESTRICTED CASH AND CASH EQUIVALENTS

Restricted cash and cash equivalents of $1,387,096 represents the amount reported in the Governmental and Business-type activities of the government wide financial statements. Restricted cash and investments are those funds whose use is limited by legal requirements. The County has restricted cash and cash equivalents of $1,154,404 in the Impact Fee Fund to be used for impacts to fire, law enforcement, parks, drainage and roads and $232,692 in the Municipal Building Authority to satisfy bond reserve requirements.

13. RECONCILIATION OF INTERFUND TRANSFERS AND BALANCES

TRANSFERS - Transfers are used to move general fund revenues to finance various programs that the government must account for in other funds, in accordance with budgetary authorizations, including amounts provided as subsidies or matching funds for various grant programs. The Restaurant & Car Tax Fund and TRT Brick and Mortar Capital projects fund transferred money to the General Fund to help with cost incurred by the Old Spanish Trail Arena and cost associated with the airport.. The Restaurant & Car Tax Fund and the TRT Brick & Mortar Fund also transferred funds to the Travel Council Fund, Airport Capital Project Fund, Debt Service Funds and the Designated Fund. These transfers were used to pay debt make capital improvements and other activities associated with tourism and promotion of tourism in the Moab area. The following table provides a reconciliation of all interfund transfers:

	Transfers In:					
	General	"B" Road	TRT	Cap. Airport	Non-Major Governmental Funds	Total
Transfers Out:						
General		$ 315,000			$ 318,188	$ 633,188
Non-major	$ 196,000		$ 124,612	$ 400,000	116,175	836,787
Totals	$ 196,000	$ 315,000	$ 124,612	$ 400,000	$ 434,363	$ 1,469,975

INTERFUND BALANCES – Included in interfund balances on the financial statements are several due to/due from other funds. These interfund balances were incurred because of impact fees received and needed to be transferred to the different funds as indicated below:

	DUE FROM OTHER FUNDS	DUE TO OTHER FUNDS
General Fund	$ 184,744	
"B" Road Rund	716,917	
Impact Fee Fund		$ 901,661
Total interfund balances	$ 901,661	$ 901,661

14. SUBLEASE AGREEMENTS

During 2002, the County entered into a sub-lease purchase agreement with Moab Valley Fire Protection district (MVFPD) for the purpose of selling them a 2001 Ferrara aerial fire truck. This capital lease is a non-interest bearing lease in the amount of $150,000. The County started receiving payments on July 15, 2004. The following is a schedule of payments to be received from MVFPD.

RECEIPT DUE DATE	AMOUNT
July 15, 2016	$ 8,000
July 15, 2017	8,000
July 15, 2018	8,000
July 15, 2019	8,000
July 15, 2020	8,000
2021-2023	24,000
Due from MVFPD	$ 64,000

On June 24, 2008, the County entered into a second sub-lease purchase agreement with MVFPD for the construction of a fire station. The capital lease agreement is a non-interest bearing lease in the amount of $500,000. Annual principal payments are as follows:

RECEIPT DUE DATE	AMOUNT
October 15, 2016	$ 25,000
October 15, 2017	25,000
October 15, 2018	25,000
October 15, 2019	25,000
October 15, 2020	25,000
2021-2025	125,000
2026-2028	75,000
Due from MVFPD	$ 325,000

15. FUND EQUITY

In February 2009, GASB issued Statement No. 54 *Fund Balance Reporting and Governmental Fund Type Definitions*, effective for fiscal years beginning after June 15, 2010. Fund balance classification changes apply only to governmental fund types; thus, only fund financial statements are affected.

Nonspendable Fund Balance – Fund balances are reported as nonspendable when they cannot be spent because they are not spendable in form or are legally or contractually required to be maintained intact.

Restricted Fund Balance-Fund balances are reported as restricted when they are constrained by externally imposed legal restrictions, or by law through constitutional provisions or enabling legislation.

Committed Fund Balance-Fund balances are reported as committed when the County Council, the County's highest level of decision-making authority, formally designates the use of resources, by an ordinance or resolution, for a specific purpose. Those committed amounts cannot be used for any other purpose unless the government remove or changes the specified use by taking the same type of action (for example legislation, ordinance, resolution) it employed to previously commit those amounts. As of December 31, 2015, the County had not adopted a written policy indicating what the highest level of decision-making authority is or the formal action that is required to be taken to establish (and modify or rescind) a fund balance commitment. Although no formal written policy has been adopted it has been the practice of the County to use the County Council as the highest level of decision making authority. If commitments have been made this body would be the authorized body to commit, modify or rescind any action.

Assigned Fund Balance-Fund balances are reported as assigned when the County intends to use funds, which are neither restricted nor committed, for a specific purpose. The County has not officially adopted a policy designating the body or official authorized to assign amounts to a specific purpose. Although no formal policy has been adopted it has been the practice of the County under the action of the County Council to assign the use of funds for specific purposes. Additionally, funds in special revenue, debt service, and capital project funds are by their nature assigned to the purpose of those respective funds.

Unassigned Fund Balance-Fund balances in the general fund are reported as unassigned when they are neither restricted, committed nor assigned. They may be used for any governmental purpose. In other governmental funds, the unassigned classification is only used to report a negative fund balance.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, it is the unwritten policy and practice of the County to consider restricted amounts to have been spent first. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, it is the unwritten policy and practice of the County that committed amounts will be spent first, followed by assigned amounts, and then unassigned amounts.

The County has not adopted a formal policy regarding a minimum fund balance, but follows Utah State law which requires all County's to maintain a minimum general fund balance equal to 5% of total general fund revenues to be maintained and not budgeted.

16. RESTATEMENT OF NET POSITION

In 2015, Grand County adopted Government Standards Board Statement No. 68, *Accounting and Financial Reporting for Pensions – An Amendment of GASB Statement No. 27* and Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date – An Amendment of GASB Statement No.68.*

The new standards require the County to recognize a liability in its government-wide and enterprise financial statements for its proportionate share of the net pension liability (of all employers for benefits provided through the pension plans as administered by Utah Retirement Systems) – the collective net pension liability. The County is required to recognize pension expense and report deferred outflows of resources and deferred inflows of resources related to pensions for its proportionate shares of collective pension expense and collective deferred outflows of resources and deferred inflows of resources related to pensions. The County contributions to the pension plans subsequent to the measurement date (December 31) of the collective net pension liability also are required to be reported as deferred outflows of resources related to pensions.

The governmental fund financial statements of the County are not affected by these new standards. Pension expenditures in the governmental funds continue to be recognized equal to the total of a) amounts paid by the County to the pension plans and b) the change between the beginning and ending balances of amounts of contributions currently payable to the pensions.

The beginning net position reported in governmental activities in the government-wide financial statements of the County has been restated to reflect the new standards as follows:

Beginning net position, as previously stated	$ 80,079,582
Net pension asset	2,142
Net pension liability	(3,123,430)
Deferred outflows of resources related to pensions	965,286
Beginning net position, as restated	$ 77,923,580

The notes to the basic financial statements now include additional information about the defined benefit pension plans. Also, the County will be presenting in required supplementary information 10-year schedules containing a) the net pension liability and certain related ratios and b) information about statutorily required contributions, contributions to the pension plans, and related ratios. Because this is the first year such information is available, only one year of required supplementary information is presented with these financial statements; information for additional years will be presented in future reports as it becomes available.

16. RESTATEMENT OF NET POSITION (Continued)

The beginning net position reported in the following enterprise fund financial statements of the County has been restated to reflect the new standards as follows:

	SANDFLATS FUND STATEMENT	SANDFLATS GOVERNMENT-WIDE STATEMENT
Beginning net position, as previously stated	$ 281,899	$ 282,548
Net pension asset	65	65
Net pension liability	(94,942)	(94,942)
Deferred outflows of resources related to pensions	29,342	29,342
Beginning net position, as restated	$ 216,364	$ 217,013

17. PRIOR PERIOD ADJUSTMENT

Over the last several years the County has been involved in making major capital improvements called Lions Park Hub and Bike Trail. These improvements have been funded by the federal and state governments on a reimbursement basis. This requires the County to pay for expenditures and then submit reimbursement requests to the government to be repaid. As funds are spent, receivables and revenues are recorded in the County records in the amount of the reimbursement requests. As this project has come to a close it has been determined that the County has over accrued the amount of revenue that would be reimbursed to them. Because of this over accrual of revenue and receivable it has been necessary in the current year to record a prior period adjustment to the fund balance of the Miscellaneous Grand Fund so as to reduce the fund balance for the over accrual of funds. The amount of the prior period adjustment is $45,492.

18. DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

In addition to assets, the statement of financial position reports a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The County reports one type of deferred outflow of resources. The deferred outflow of resources relates to pensions which is created from the difference of the measurement of pension liability and payments on pension obligations subsequent to the measurement date.

In addition to liabilities, the statement of financial position reports a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The County reports one of these items which relates to pensions. The deferred inflow of resources was created because of the differences between expected and actual experiences and changes in assumptions as they relate to pension accounting and reporting. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

GRAND COUNTY
Required Supplementary Information

EXHIBIT 13	Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General Fund
EXHIBIT 14	Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – Impact Fee Fund
EXHIBIT 15	Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – "B" Road Fund
EXHIBIT 16	Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – Travel Council
EXHIBIT 17	Schedule of the Proportionate Share of the Net Pension Liability as of December 31, 2014
EXHIBIT 18	Schedule of Contributions as of December 31, 2014
	Notes to the Required Supplementary Information

GRAND COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
GENERAL FUND
FOR THE YEAR ENDED DECEMBER 31, 2015

	BUDGET AMOUNTS		ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET FAVORABLE (UNFAVORABLE)
	ORIGINAL	FINAL		
REVENUES				
Taxes				
General property taxes - current year	$ 2,676,466	$ 2,823,260	$ 2,847,577	$ 24,317
General property taxes - prior years	180,000	210,000	253,736	43,736
Assessing & collecting	647,350	676,745	726,780	50,035
General sales and aviation tax	1,738,713	1,738,713	1,514,952	(223,761)
Total taxes	$ 5,242,529	$ 5,448,718	$ 5,343,045	$ (105,673)
Licenses and permits:				
Business licenses and permits	$ 45,000	$ 45,000	$ 43,160	$ (1,840)
Non-business licenses and permits	141,500	141,500	144,976	3,476
Total licenses and permits	$ 186,500	$ 186,500	$ 188,136	$ 1,636
Intergovernmental:				
Federal	$ 1,194,576	$ 1,155,446	$ 1,155,449	$ 3
State	167,703	272,703	260,129	(12,574)
Other	1,334,400	1,659,547	1,597,385	(62,162)
Total intergovernmental	$ 2,696,679	$ 3,087,696	$ 3,012,963	$ (74,733)
Charges for services:				
Departmental fees	$ 104,500	$ 109,000	$ 89,751	$ (19,249)
Inmate fees	306,700	306,700	289,102	(17,598)
Other fees	35,000	40,000	17,861	(22,139)
Total charges for services	$ 446,200	$ 455,700	$ 396,714	$ (58,986)
Fines and forfeitures	$ 487,500	$ 519,500	$ 537,409	$ 17,909
Miscellaneous:				
Investment earnings	$ 10,400	$ 16,000	$ 23,876	$ 7,876
Rents and concessions	371,412	371,412	367,432	(3,980)
Sale of material, supplies and equipment	5,500	5,500	1,838	(3,662)
Evaporative pond monitoring	100,000	150,000	113,287	(36,713)
Other	51,700	62,340	60,887	(1,453)
Total miscellaneous	$ 539,012	$ 605,252	$ 567,320	$ (37,932)
Total Revenues	$ 9,598,420	$ 10,303,366	$ 10,045,587	$ (257,779)

"The notes to the financial statements are an integral part of this statement."

GRAND COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
GENERAL FUND
FOR THE YEAR ENDED DECEMBER 31, 2015

	BUDGET AMOUNTS		ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET FAVORABLE (UNFAVORABLE)
	ORIGINAL	FINAL		
EXPENDITURES				
Current:				
General government:				
County council	$ 84,177	$ 83,622	$ 80,683	$ 2,939
Justice court	261,830	258,930	259,457	(527)
Public defender	214,270	215,770	214,580	1,190
Personnel/Administrator	210,221	208,163	204,205	3,958
Human resource	102,144	105,799	101,484	4,315
IT	111,499	109,349	105,951	3,398
Clerk/Auditor	440,177	437,577	417,079	20,498
Treasurer	165,611	165,878	164,620	1,258
Recorder	228,711	228,711	212,794	15,917
Attorney	544,279	532,291	488,292	43,999
Assessor	327,998	327,998	304,519	23,479
Non-Departmental	245,700	232,800	204,201	28,599
Audit	25,000	28,000	27,875	125
County maintenance	36,000	36,000	18,572	17,428
Elections	3,000	13,700	13,312	388
Planning and zoning	233,977	244,090	205,332	38,758
Building and grounds	566,175	557,519	442,621	114,898
Total general government	$ 3,800,769	$ 3,786,197	$ 3,465,577	$ 320,620
Public safety:				
Sheriff	$ 2,197,917	$ 2,075,894	$ 2,001,660	$ 74,234
Jail	1,216,406	1,212,960	1,149,118	63,842
State prisoner reimbursement	3,000	3,000	906	2,094
Jail maintenance	45,000	45,000	37,309	7,691
Inmate commissary	38,000	38,000	39,677	(1,677)
Fire control	158,116	148,096	77,462	70,634
Building inspector	281,378	273,133	271,285	1,848
Weed control	167,489	167,489	152,612	14,877
Animal control	25,500	27,500	25,571	1,929
Emergency management	96,242	87,442	75,076	12,366
Total public safety	$ 4,229,048	$ 4,078,514	$ 3,830,676	$ 247,838
Public health:				
Public health	$ 179,654	$ 179,654	$ 179,654	
Senior citizens	275,558	276,183	275,833	$ 350
Total public health	$ 455,212	$ 455,837	$ 455,487	$ 350
Highways and public improvements:				
County roads	$ 65,187	$ 56,315	$ 55,117	$ 1,198
Airport	277,678	277,678	247,726	29,952
Total highways and public improvements	$ 342,865	$ 333,993	$ 302,843	$ 31,150

"The notes to the financial statements are an integral part of this statement."

GRAND COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
GENERAL FUND
FOR THE YEAR ENDED DECEMBER 31, 2015

	BUDGET AMOUNTS		ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET FAVORABLE (UNFAVORABLE)
	ORIGINAL	FINAL		
Parks, recreation, and public property:				
Lions Park	$ 5,000	$ 5,000	$ 1,143	$ 3,857
Spanish Trail Arena	367,684	378,358	353,573	24,785
Museum	76,050	76,050	74,675	1,375
Community Center	179,455	178,115	176,271	1,844
Total parks, recreation & public prop.	$ 628,189	$ 637,523	$ 605,662	$ 31,861
Conservation and Economic Development:				
Agriculture and extension services	$ 61,389	$ 61,389	$ 55,957	$ 5,432
Total conservation and economic development	$ 61,389	$ 61,389	$ 55,957	$ 5,432
Intergovernmental:				
Contributions to other governments	$ 190,733	$ 177,178	$ 170,607	$ 6,571
Total intergovernmental	$ 190,733	$ 177,178	$ 170,607	$ 6,571
Capital outlay:	$ ...	$ 8,656	$ 8,656	$ ...
Total expenditures	$ 9,708,205	$ 9,539,287	$ 8,895,465	$ 643,822
Excess of revenue over (under) expenditures	$ (109,785)	$ 764,079	$ 1,150,122	$ 386,043
OTHER FINANCING SOURCES (USES)				
Transfers in	$ 200,000	$ 196,000	$ 196,000	
Transfers out	(600,000)	(620,134)	(633,188)	$ (13,054)
Total other financing sources (uses)	$ (400,000)	$ (424,134)	$ (437,188)	$ (13,054)
Excess of revenues and other sources over (under) expenditures and other uses	$ (509,785)	$ 339,945	$ 712,934	$ 372,989
Fund balances - beginning of year	2,835,743	2,835,743	2,835,743	
Fund balances - end of year	$ 2,325,958	$ 3,175,688	$ 3,548,677	$ 372,989

"The notes to the financial statements are an integral part of this statement."

GRAND COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
IMPACT FEE FUND
FOR THE YEAR ENDED DECEMBER 31, 2015

	BUDGET AMOUNTS		ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET FAVORABLE (UNFAVORABLE)
	ORIGINAL	FINAL		
REVENUES				
Charges for Services:				
Impact Fees	$ 98,000	$ 98,000	$ 82,154	$ (15,846)
Interest	1,700	1,700	1,152	(548)
Total Revenues	$ 99,700	$ 99,700	$ 83,306	$ (16,394)
EXPENDITURES				
Current:				
Public Safety	$ 30,000	$ 30,000	$ 5,201	$ 24,799
Highways & public improvements	100,000	100,000	1,117	98,883
Parks, recreation & public property	25,000	25,000	558	24,442
Total expenditures	$ 155,000	$ 155,000	$ 6,876	$ 148,124
Excess of revenue over (under) expenditures	$ (55,300)	$ (55,300)	$ 76,430	$ 131,730
Fund balances - beginning of year	176,313	176,313	176,313	
Fund balances - end of year	$ 121,013	$ 121,013	$ 252,743	$ 131,730

"The notes to the financial statements are an integral part of this statement."

GRAND COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
"B" ROAD FUND
FOR THE YEAR ENDED DECEMBER 31, 2015

	BUDGET AMOUNTS			VARIANCE WITH FINAL BUDGET
	ORIGINAL	FINAL	ACTUAL AMOUNTS	FAVORABLE (UNFAVORABLE)
REVENUES				
Intergovernmental Revenues	$ 2,380,000	$ 2,060,000	$ 1,819,121	$ (240,879)
Charges for services	10,000	3,000	2,535	(465)
Interest income	2,100	2,500	3,325	825
Miscellaneous	8,000	5,726	6,686	960
Total Revenues	$ 2,400,100	$ 2,071,226	$ 1,831,667	$ (239,559)
EXPENDITURES				
Current:				
Highways & public improvements:	$ 2,220,722	$ 2,002,576	$ 1,807,043	$ 195,533
Capital projects	850,000	816,493	316,655	499,838
Total expenditures	$ 3,070,722	$ 2,819,069	$ 2,123,698	$ 695,371
Excess of revenue over (under) expenditures	$ (670,622)	$ (747,843)	$ (292,031)	$ 455,812
OTHER FINANCING SOURCES (USES):				
Transfer in	$ 315,000	$ 315,000	$ 315,000	
Total other financing sources (uses)	$ 315,000	$ 315,000	$ 315,000	$ ...
Excess of revenue and other sources over (under) expenditures and other uses	$ (355,622)	$ (432,843)	$ 22,969	$ 455,812
Fund balances - beginning of year	977,585	977,585	977,585	
Fund balances - end of year	$ 621,963	$ 544,742	$ 1,000,554	$ 455,812

"The notes to the financial statements are an integral part of this statement."

GRAND COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
TRAVEL COUNCIL
FOR THE YEAR ENDED DECEMBER 31, 2015

	BUDGET AMOUNTS			VARIANCE WITH FINAL BUDGET
	ORIGINAL	FINAL	ACTUAL AMOUNTS	FAVORABLE (UNFAVORABLE)
REVENUES				
Taxes	$ 1,561,525	$ 1,895,068	$ 1,899,569	$ 4,501
Intergovernmental Revenues	287,000	333,500	197,328	(136,172)
Interest income	500	50	61	11
Miscellaneous	1,000	1,500	1,392	(108)
Total Revenues	$ 1,850,025	$ 2,230,118	$ 2,098,350	$ (131,768)
EXPENDITURES				
Current:				
Conservation and economic development	$ 2,145,904	$ 2,354,730	$ 2,191,487	$ 163,243
Total expenditures	$ 2,145,904	$ 2,354,730	$ 2,191,487	$ 163,243
Excess of revenue over (under) expenditures	$ (295,879)	$ (124,612)	$ (93,137)	$ 31,475
OTHER FINANCING SOURCES (USES):				
Transfer in	$ 295,879	$ 124,612	$ 124,612	
Total other financing sources (uses)	$ 295,879	$ 124,612	$ 124,612	$ ...
Excess of revenue and other sources over (under) expenditures and other uses			$ 31,475	$ 31,475
Fund balances - beginning of year	$ 609,649	$ 609,649	609,649	
Fund balances - end of year	$ 609,649	$ 609,649	$ 641,124	$ 31,475

"The notes to the financial statements are an integral part of this statement."

GRAND COUNTY
SCHEDULE OF THE PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
AS OF DECEMBER 31, 2014

		2014			
	Noncontributory System	Contributory System	Public Safety System	Tier 2 Public Employees System	Tier 2 Public Safety and Firefighter System
Proportion of the net pension liability (asset)	0.4146621%	0.2843761%	0.5441284%	0.0895375%	0.3737356%
Proportionate share of the net pension liability (asset)	$1,800,560	$82,026	$684,287	($2,713)	($5,529)
Covered employee payroll	$3,501,206	$152,080	$833,401	$439,325	$154,963
Proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	51.4%	53.9%	82.1%	-0.6%	-3.6%
Plan fiduciary net position as a percentage of the total pension liability	90.2%	94.0%	90.5%	103.5%	120.5%

"The accompanying notes are an integral part of these financial statements."

GRAND COUNTY
SCHEDULE OF CONTRIBUTIONS
AS OF DECEMBER 31, 2014

	Noncontributory System	Contributory System	Public Safety System	Tier 2 Public Employees System	Tier 2 Public Safety and Firefigher System
Contractually required contribution	$ 651,733	$ 21,101	$ 268,013	$ 36,941	$ 16,840
Contributions in relation to the contractually required contribution	(651,733)	(21,101)	(268,013)	(36,941)	(16,840)
Contribution deficiency (excess)	$ ...	$ ...	$ ...	$ ...	$ ...
Covered employee payroll	$ 3,501,206	$ 152,080	$ 833,401	$ 439,325	$ 154,963
Contributions as a percentage of covered-employee payroll**	18.61%	13.87%	32.16%	8.41%	10.87%

* Amounts presented were determined as of calendar year January 1 - December 31. Employers will be required to prospectively develop this table in future years to show 10-years of information. The schedule above is only for the current year. Prior year numbers are available from your prior year note disclosure confirmation.

** Contributions as a percentage of covered-employee payroll may be different than the Board certified rate due to rounding or other administrative issues.

"The accompanying notes are an integral part of these financial statements."

GRAND COUNTY
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED DECEMBER 31, 2014

Other information that is not required as part of RSI

This information below is not required as part of GASB 68 but is provided for informational purposes. The schedule below is a summary of the Defined Contribution Savings Plans for pay periods January 1 - December 31.

Defined Contribution System

December 31, 2014

	Employee Paid Contributions	Employer Paid Contributions
401(k) Plan	$ 95,855	$ 111,065
457 Plan	30,860	-
Roth IRA Plan	13,921	-
Traditional IRA Plan	650	-
HRA Plan	-	-

* The employer paid 401(k) contributions include the totals paid for employees enrolled in the Tier 2 Defined Contribution 401(k) Plan.

GRAND COUNTY
Supplementary Information

GRAND COUNTY
COMBINING BALANCE SHEET -
NONMAJOR GOVERNMENTAL FUNDS
DECEMBER 31, 2015

	SPECIAL REVENUE FUNDS							
	MUNICIPAL BUILDING AUTHORITY	RESTAURANT AND CAR TAX	FAMILY SUPPORT CENTER	DOMESTIC VIOLENCE	DESIGNATED FUNDS	DRUG COURT	ATLAS TAILINGS	EMERGENCY MEDICAL SERVICES
ASSETS								
Cash and cash equivalents		$ 49,193		$ 40,986	$ 419,041	$ 59,257	$ 18,037	$ 464,422
Restricted cash and cash equivalents	$ 232,692							
Taxes receivable								
Due from other governments			$ 66,507				6,582	
Total assets	$ 232,692	$ 49,193	$ 66,507	$ 40,986	$ 419,041	$ 59,257	$ 24,619	$ 464,422
LIABILITIES AND FUND BALANCES								
Liabilities:								
Deficit cash	$ 12,488		$ 15,808					
Accounts payable		$ 7,695	84		$ 1,882			$ 9,701
Accrued liabilities			216				$ 42	750
Total liabilities	$ 12,488	$ 7,695	$ 16,108	$ ...	$ 1,882	$ ...	$ 42	$ 10,451
Fund balances:								
Restricted	$ 220,204	$ 41,498	$ 50,399	$ 40,986		$ 59,257	$ 24,577	
Assigned					$ 417,159			$ 453,971
Total fund balances	$ 220,204	$ 41,498	$ 50,399	$ 40,986	$ 417,159	$ 59,257	$ 24,577	$ 453,971
Total liabilities and fund balance	$ 232,692	$ 49,193	$ 66,507	$ 40,986	$ 419,041	$ 59,257	$ 24,619	$ 464,422

GRAND COUNTY
COMBINING BALANCE SHEET -
NONMAJOR GOVERNMENTAL FUNDS
DECEMBER 31, 2015

	SPECIAL REVENUE				CAPITAL PROJECTS			DEBT SERVICE		
	LIBRARY FUNDS	CHILDREN JUSTICE	MISC. GRANTS	911 EMERGENCY SERVICE	TRT CAPITAL PROJECT	GENERAL CAPITAL PROJECT	LIBRARY CAPITAL PROJECT	LIBRARY DEBT SERVICE	COURTHOUSE DEBT SERVICE	TOTAL NONMAJOR GOVERNMENTAL FUNDS
ASSETS										
Cash and cash equivalents	$ 463,280		$ 11,275	$ 312,314	$ 331,555	$ 724,040	$ 166,829	$ 422,402	$ 629,248	$ 4,111,879
Restricted cash and cash equivalents										232,692
Taxes receivable	52,378				139,421			12,783	15,206	219,788
Due from other governments		$ 22,105	127,457							222,651
Total assets	$ 515,658	$ 22,105	$ 138,732	$ 312,314	$ 470,976	$ 724,040	$ 166,829	$ 435,185	$ 644,454	$ 4,787,010
LIABILITIES AND FUND BALANCES										
Liabilities:										
Deficit cash		$ 8,812								$ 37,108
Accounts payable	$ 6,395	116		$ 1,570						27,443
Accrued liabilities	1,035	215								2,258
Total liabilities	$ 7,430	$ 9,143	$ ...	$ 1,570	$ ...	$ ...	$ ...	$ ...	$ ...	$ 66,809
Fund balances:										
Restricted		$ 12,962	$ 138,732	$ 310,744	$ 470,976			$ 435,185	$ 644,454	$ 2,449,974
Assigned	$ 508,228					$ 724,040	$ 166,829			2,270,227
Total fund balances	$ 508,228	$ 12,962	$ 138,732	$ 310,744	$ 470,976	$ 724,040	$ 166,829	$ 435,185	$ 644,454	$ 4,720,201
Total liabilities and fund balance	$ 515,658	$ 22,105	$ 138,732	$ 312,314	$ 470,976	$ 724,040	$ 166,829	$ 435,185	$ 644,454	$ 4,787,010

GRAND COUNTY
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2015

	SPECIAL REVENUE FUNDS								
	MUNICIPAL BUILDING AUTHORITY	RESTAURANT AND CAR TAX	FAMILY SUPPORT CENTER	DOMESTIC VIOLENCE	DESIGNATED FUNDS	DRUG COURT	ATLAS TAILINGS	EMERGENCY MEDICAL SERVICES	RSVP
REVENUES:									
Taxes		$ 621,817							
Intergovernmental revenues			$ 123,578		$ 75,000	$ 24,992	$ 30,714	$ 11,196	
Charges for services	$ 238,303							706,262	
Interest income	1,204							793	
Miscellaneous			1,791		200,031			40,207	
Total revenues	$ 239,507	$ 621,817	$ 125,369	$ ...	$ 275,031	$ 24,992	$ 30,714	$ 758,458	$ ...
EXPENDITURES:									
General government					$ 20,621				
Public safety	$ 774		$ 136,006		12,523	$ 489	$ 30,779	$ 657,493	
Highways and public improvements									
Public health					1,967				$ 133
Parks, recreation and public property		$ 168,356			29,101				
Capital outlay					45,644			3,380	
Debt Service:									
Principal	206,000								
Interest	30,284								
Total expenditures	$ 237,058	$ 168,356	$ 136,006	$ ...	$ 109,856	$ 489	$ 30,779	$ 660,873	$ 133
Excess of revenues over (under) expenditures	$ 2,449	$ 453,461	$ (10,637)	$ ...	$ 165,175	$ 24,503	$ (65)	$ 97,585	$ (133)
Other financing sources (uses):									
Transfers in	$ 99,175			$ 18,055	$ 17,000				$ 133
Transfers out		$ (565,932)							
Total other financing sources (uses)	$ 99,175	$ (565,932)	$ ...	$ 18,055	$ 17,000	$ ...	$ ...	$ ...	$ 133
Excess of revenues and other sources over (under) expenditures and other uses	$ 101,624	$ (112,471)	$ (10,637)	$ 18,055	$ 182,175	$ 24,503	$ (65)	$ 97,585	
Fund Balances - Beginning of year	118,580	153,969	61,036	22,931	234,984	34,754	24,642	356,386	
Prior period adjustment									
Fund Balances - End of year	$ 220,204	$ 41,498	$ 50,399	$ 40,986	$ 417,159	$ 59,257	$ 24,577	$ 453,971	$ ...

GRAND COUNTY
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2015

	SPECIAL REVENUE FUNDS				CAPITAL PROJECT FUNDS			DEBT SERVICE FUNDS		
	LIBRARY FUNDS	CHILDREN JUSTICE	MISC. GRANTS	911 EMERGENCY SERVICE	TRT CAPITAL PROJECT	GENERAL CAPITAL PROJECT	LIBRARY CAPITAL PROJECT	LIBRARY DEBT SERVICE	COURTHOUSE DEBT SERVICE	TOTAL NONMAJOR GOVERNMENTAL FUNDS
REVENUES:										
Taxes	$ 759,968				$ 2,137,015			$ 185,775	$ 220,293	$ 3,924,868
Intergovernmental revenues	44,915	$ 110,342	$ 552,169							972,906
Charges for services	15,675			$ 72,473						1,032,713
Interest income	134			2,012	1,009		$ 747			5,899
Miscellaneous	12,906	2,292								257,227
Total revenues	$ 833,598	$ 112,634	$ 552,169	$ 74,485	$ 2,138,024	$ ...	$ 747	$ 185,775	$ 220,293	$ 6,193,613
EXPENDITURES:										
General government			$ 132,598			$ 100,436				$ 253,655
Public safety		$ 101,877	101,821	$ 107,676						1,149,438
Highways and public improvements			7,540							7,540
Public health										2,100
Parks, recreation and public property	$ 745,363		62,758		$ 1,638,850					2,644,428
Capital outlay		1,145	$ 205,520			$ 469,289				724,978
Debt Service:										
Principal								$ 122,000	$ 162,000	490,000
Interest								38,133	36,949	105,366
Total expenditures	$ 745,363	$ 103,022	$ 510,237	$ 107,676	$ 1,638,850	$ 569,725	$ ...	$ 160,133	$ 198,949	$ 5,377,505
Excess of revenues over (under) expenditures	$ 88,235	$ 9,612	$ 41,932	$ (33,191)	$ 499,174	$ (569,725)	$ 747	$ 25,642	$ 21,344	$ 816,108
Other financing sources (uses):										
Transfers in						$ 300,000				$ 434,363
Transfers out					$ (270,855)					(836,787)
Total other financing sources (uses)	$ ...	$ ...	$ ...	$ ...	$ (270,855)	$ 300,000	$ ...	$ ...	$ ...	$ (402,424)
Excess of revenues and other sources over (under) expenditures and other uses	$ 88,235	$ 9,612	$ 41,932	$ (33,191)	$ 228,319	$ (269,725)	$ 747	$ 25,642	$ 21,344	$ 413,684
Fund Balances - Beginning of year	419,993	3,350	142,292	343,935	242,657	993,765	166,082	409,543	623,110	4,352,009
Prior period adjustment			$ (45,492)							(45,492)
Fund Balances - End of year	$ 508,228	$ 12,962	$ 138,732	$ 310,744	$ 470,976	$ 724,040	$ 166,829	$ 435,185	$ 644,454	$ 4,720,201

GRAND COUNTY
SCHEDULE OF CURRENT TAXES LEVIED, COLLECTED AND TREASURER'S RELIEF
FOR THE 2015 PROPERTY TAX YEAR

TAX UNITS	TOTAL REAL AND CENTRALLY ASSESSED VALUE	CURRENT YEAR REAL/CENTRAL PROPERTY TAX RATE	TOTAL PERSONAL PROPERTY VALUE	PRIOR YEAR PERSONAL PROPERTY TAX RATE	REAL AND CENTRALLY ASSESSED TAXES CHARGED	PERSONAL PROPERTY TAXES CHARGED	TOTAL TAXES CHARGED	TREASURER'S RELIEF						OTHER COLLECTIONS		DELINQUENCIES	
								UNPAID TAXES	ABATEMENTS	OTHER	TOTAL	NET TAXES COLLECTED	PERCENT	FEES IN LIEU	MISC. COLLECTED	TAX	INTEREST/ PENALTY
COUNTY FUNDS:																	
General	$ 1,500,314,681	0.001797	$ 41,795,499	0.001806	$ 2,696,065	$ 75,483	$ 2,771,548	$ 139,174	$ 16,398	$ 5,094	$ 160,666	$ 2,610,882	0.942030	$ 129,816	$ 38,289	$ 194,098	$ 84,329
Debt service	1,500,314,681	0.000127	41,795,499	0.000147	190,540	6,144	196,684	9,851	1,159	1,181	12,191	184,493	0.938020	10,566	3,096	16,282	756
State assessing and collecting	1,500,314,681	0.000012	41,795,499	0.000013	18,004	543	18,547	930	110	73	1,113	17,434	0.939966	934	354	5,345	378
County assessing and collecting	1,500,314,681	0.000455	41,795,499	0.000463	682,643	19,351	701,994	35,243	4,152	1,532	40,927	661,067	0.941698	33,281	9,726	45,795	1,960
Library	1,500,314,681	0.000457	41,795,499	0.000466	685,644	19,477	705,121	35,399	4,170	1,580	41,149	663,972	0.941643	33,496	9,871	49,690	2,237
Library debt	1,500,314,681	0.000111	41,795,499	0.000118	166,535	4,932	171,467	8,602	1,013	588	10,203	161,264	0.940500	8,482	2,497	13,066	614
Total County Funds					$ 4,439,431	$ 125,930	$ 4,565,361	$ 229,199	$ 27,002	$ 10,048	$ 266,249	$ 4,299,112		$ 216,575	$ 63,833	$ 324,276	$ 90,274
SCHOOL DISTRICTS:																	
Grand County School District	$ 1,500,314,681	0.004942	$ 41,795,499	0.004884	$ 7,414,555	$ 204,129	$ 7,618,684	$ 382,682	$ 45,096	$ 10,503	$ 438,281	$ 7,180,403	0.942473	$ 351,064	$ 103,608	$ 521,331	$ 23,805
Grand County School Basic	1,500,314,681	0.001736	41,795,499	0.001419	2,604,546	59,308	2,663,854	134,194	15,841	(8,879)	141,156	2,522,698	0.947010	101,998	30,584	156,816	7,632
Total School Districts					$ 10,019,101	$ 263,437	$ 10,282,538	$ 516,876	$ 60,937	$ 1,624	$ 579,437	$ 9,703,101		$ 453,062	$ 134,192	$ 678,147	$ 31,437
CITIES AND TOWNS:																	
Castle Valley Town	$ 62,908,781	0.002090	$ 106,132	0.002098	$ 131,479	$ 223	$ 131,702	$ 8,150	$ 2,345	$ 23	$ 10,518	$ 121,184	0.920134	$ 4,221	$ 1,068	$ 10,151	$ 387
Total Cities and Towns					$ 131,479	$ 223	$ 131,702	$ 8,150	$ 2,345	$ 23	$ 10,518	$ 121,184		$ 4,221	$ 1,068	$ 10,151	$ 387
OTHER DISTRICTS:																	
Grand County Cemetery	$ 1,500,314,681	0.000153	$ 41,795,499	0.000156	$ 229,548	$ 6,520	$ 236,068	$ 11,851	$ 1,396	$ 529	$ 13,776	$ 222,292	0.941645	$ 11,213	$ 3,304	$ 16,754	$ 767
Grand County Water Conservancy	1,500,314,681	0.000138	41,795,499	0.000146	207,043	6,102	213,146	10,694	1,259	701	12,654	200,492	0.940634	10,495	3,092	14,491	587
Grand County Special Service Water													0.000000				
Moab Mosquito Abatement	928,221,015	0.000230	35,813,408	0.000235	213,491	8,416	221,907	10,300	1,802	697	12,799	209,108	0.942324	15,841	2,055	16,337	673
Moab Valley Fire	928,221,015	0.000573	35,813,408	0.000483	531,871	17,298	549,169	25,581	4,489	(1,984)	28,086	521,083	0.930648	32,559	4,309	32,858	1,353
Castle Valley Fire	92,683,324	0.000447	630,508	0.000448	41,429	282	41,712	1,765	502	25	2,292	39,420	0.945066	1,285	374	2,675	130
Total Other Districts					$ 1,223,382	$ 38,619	$ 1,262,001	$ 60,191	$ 9,448	$ (32)	$ 69,607	$ 1,192,394		$ 71,393	$ 13,134	$ 83,115	$ 3,510
GRAND TOTAL					$ 15,813,394	$ 428,208	$ 16,241,603	$ 814,416	$ 99,732	$ 11,663	$ 925,811	$ 15,315,792		$ 745,251	$ 212,227	$ 1,095,689	$ 125,608

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UTAH ASSOCIATION OF CERTIFIED PUBLIC ACCOUNTANTS

Grand County Council
Grand County
Moab, Utah 84532

RE: Independent Auditor's Report on Compliance In Accordance with the State of Utah Legal Compliance Audit Guide

Report On Compliance with General State Compliance Requirements and for Each Major State Program

We have audited Grand County's compliance with the applicable general state and major state program compliance requirements described in the *State Compliance Audit Guide* issued by the Office of the Utah State Auditor that could have a direct and material effect on Grand County or each of its major state programs for the year ended December 31, 2015.

General state compliance requirements were tested for the year ended December 31, 2015 in the following areas:

Fund Balance
Cash Management
Budgetary Compliance
Conflict of Interest
Nepotism
Impact Fees
GRAMA Act
Utah Retirement System
Statement of Taxes Charged, Collected and Disbursed
Justice Courts
Open and Public Meetings Act
Assessing and Collecting of Property Taxes
Transient Room Tax and Tourism, Recreation

The County received the following major assistance programs from the State of Utah:

B Road Funds (Department of Transportation)

Management's Responsibility

Management is responsible for compliance with the general state requirements referred to above and the requirements of laws, regulations, contracts, and grants applicable to its state programs.

Audit's Responsibility

Our responsible is to express an opinion on Grand County's compliance based on our audit of the compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audit contained in Government Auditing Standards issued by the Comptroller General of the United States; and the State Compliance Audit Guide. Those standards and the State Compliance Audit Guide require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on the County or its major state programs occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance with general state compliance requirements and for each major state program. However, our audit does not provide a legal determination of the County's compliance.

Opinion on General State Compliance Requirements and Each Major State Program

In our opinion, Grand County complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on the County or on each of its major state programs for the year ended December 31, 2015.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with the State Compliance Audit Guide and which are described in the accompanying schedule of findings and questioned costs as item 2015-2. Our opinion on compliance is not modified with respect to these matters.

The County's response to the noncompliance findings identified in our audit is described in the accompanying schedule of finding and questioned cost. The County's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report On Internal Control Over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with the compliance requirements that could have a direct and material effect on the County' or on each major state program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance with general state compliance requirements and for each major state program and to test, and report on internal control over compliance in accordance with the State Compliance Audit Guide, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a general state or major state program compliance requirement on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a general state or major state program compliance requirement will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a general state or major state program compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

We noted a matter involving internal control over compliance which we are submitting for your consideration. This matter is described in the schedule of findings and questioned costs as item 2015-1. The County's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements of the State Compliance Audit Guide. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of State Awards as Required by the State Compliance Audit Guide

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information of Grand County as of and for the year ended December 31, 2015, and the related notes to the financial statement, which collectively comprise the County's basic financial statements. We issued our report thereon dated July 19, 2016, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of state awards is presented for purposes of additional analysis as required by the State Compliance Audit Guide and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of state awards is fairly stated in all material respects in relation to the financial statements as a whole.

SMUIN, RICH & MARSING

Smuin, Rich & Marsing

Price, Utah
July 19, 2016

GRAND COUNTY
SCHEDULE OF EXPENDITURES OF STATE AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2015

GRANT/LOAN NAME	AWARD CONTRACT # (IF APPLICABLE)	YEAR OF LAST AUDIT	EXPENDITURES
Department of Economic Development			
Travel Council grant		2013	$ 138,125
Subtotal - Department of Economic Development			$ 138,125
Department of Public Safety			
Search and rescue grant			$ 20,268
Subtotal - Department of Public Safety			$ 20,268
Department of Agriculture			
Weed control			$ 31,998
Subtotal - Department of Agriculture			$ 31,998
Department of Business and Commerce			
Liquor allotment			$ 19,534
Subtotal - Department of Business and Commerce			$ 19,534
Utah Department of Transportation			
B Road funds		2013	$ 1,443,441 *
Airport improvement projects		2014	218,979
Subtotal - Utah Department of Transportation			$ 1,662,420
Department of Health and Human Services			
DCFS - family support center			$ 120,515
State mini grant			11,196
Subtotal - Department of Health and Human Services			$ 131,711
Department of Community and Culture			
Community library enhancement fund		2014	$ 31,629
Subtotal - Department of Community and Culture			$ 31,629
Department of Environment & Natural Resources			
SITLA Mineral lease revenue sharing			$ 120,957
Subtotal - Department of Environment & Natural Resources			$ 120,957
TOTAL GRANT, CONTRACT, AND LOAN FUND EXPENDITURES			$ 2,156,642

*Indicates Major Programs Tested

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Grand County
Moab, Utah 84532

RE: Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards

We have audited in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Grand County as of and for the year ended December 31, 2015, and the related notes to the financial statements, which collectively comprise Grand County's basic financial statements and have issued our report thereon dated July 19, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Grand County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Grand County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the County's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify certain deficiencies in internal control described in the accompanying schedule of findings and questioned costs that we considered to be a significant deficiency listed as item 2015-1.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards*, and which are described as item 2015-2 in the schedule of findings and questioned and also with an item listed in our letter to management.

Grand County's Response to Finding

Grand County's response to the finding identified in our audit is described in the schedule of findings and questioned costs and in the letter to management. Grand County's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the County's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

SMUIN, RICH & MARSING

Smuin, Rich & Marsing

Price, Utah

July 19, 2016

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RE: Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by OMB Circular A-133

Report on Compliance for Each Major Federal Program

We have audited Grand County's compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of the County's major federal programs for the year ended December 31, 2015. The County's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Grand County's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Grand County's compliance.

Opinion on Each Major Federal Program

In our opinion, Grand County complied, in all material respect, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2015.

Report on Internal Control Over Compliance

Management of Grand County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Grand County's internal control over compliance.

A *deficiency in internal control* over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

SMUIN, RICH & MARSING

Smuin, Rich & Marsing

Price, Utah

July 19, 2016

GRAND COUNTY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2015

A. SUMMARY OF AUDIT RESULTS

1. The auditors' report expresses an unqualified opinion on the basic financial statements of Grand County.
2. There was one significant deficiency and no material weaknesses disclosed in internal control by the audit over the financial statements.
3. No instances of noncompliance material to the financial statements of Grand County were disclosed by the audit.
4. There were no significant deficiencies or material weaknesses in internal control over major programs disclosed by the audit.
5. The auditors' report on compliance for the major federal award programs for Grand County expresses an unqualified opinion.
6. The audit of Grand County's major programs disclosed no audit findings relating to major programs that the auditor is required to report.
7. The programs tested as major programs included:

Program	CFDA#
Airport Grant	20.106
CDBG ADA Compliance	14.228

8. The threshold for distinguishing Type A and B programs was $300,000.
9. Grand County was determined to be a low-risk auditee.

B. FINDINGS-FINANCIAL STATEMENTS AUDIT

There have been three separate findings relating to Grand County's financial statements. These findings are reported in the financial audit reported and the letter to management for the fiscal year ending December 31, 2015. Two of these findings are reported in this section of the current audit report. Following the finding, is included the criteria, statement of condition, cause of condition, effect or possible effect of condition, recommendation and the County's response. The other finding is reported a letter to management.

FINDING 2015-1 RECONCILIATION OF SIGNIFICANT ACCOUNTS
(Significant deficiency)

Criteria:

Statement on Auditing Standards No. 115, requires governmental entities to design and implement controls, which allow them to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles.

Statement of Condition:

The employees of the County failed to perform reconciliation's of some significant accounts. Accounts Receivable, Taxes Receivable, and some payroll taxes payable subsidiary ledgers are not being accrued or reconciled to the general ledger account in a timely or accurate manner.

Cause of Condition:

It appears that the work load is still extensive as compared with prior years making it more difficult to meet all the demands of ensuring account balances are accrued and reconciliation for significant balances are made timely and accurately. Perhaps some of these responsibilities should be assigned to other employees.

Effect or Possible Effect of Condition:

Unless accounts have been accrued accurately and significant account balances reconciled to the general ledger accounts, financial statements can be prepared that are not in accordance with generally accepted accounting principles. Material and other misstatements can occur in the financial statements.

Recommendation:

We recommend that the reconciliation of significant account balances, are performed on a timely basis. The County Clerk/Auditor needs to make sure internal controls have been adopted and implemented to make sure these procedures are performed timely. We recommend that management over accounting functions review the workload of employees and if necessary reallocate responsibilities to make sure the County initiates, authorizes, records, processes, and reports financial data reliably in accordance with generally accepted accounting principles. We did note that changes have been made and these changes are working toward improving the County's reconciliation process.

County's Response:

The extensive work load in the department was compounded by the addition of new and inexperienced staff changes along with their training. Corrective action is to request additional staff members and training to help with the work load. In addition, office procedures and policies have been initiated and job descriptions will be amended to accurately reflect duties performed. The County will continue to training new employee that will over time help to increase the reconciliation of County accounts.

FINDING 2014-2 LEASE REVENUE BOND PAYMENTS
(Significant deficiency)

Criteria:

Over the past several years, the County, through the Municipal Building Authority, has issued several revenue bonds. Included in the bond agreements were covenants made by the County. Each revenue bond is secured by a stream of revenue from lease income from the County or other governmental agencies. Each year, lease revenue is to be received and these funds are to be used to make payment on each of the bonds issued.

Statement of Condition:

As of December 31, 2015, the Municipal Building Authority has been receiving payments associated with these revenue bonds from the County and other agencies as required, but some of these payments are being classified as transfers rather than as lease revenue as required by bond documents. The lease payments on these bonds are for the use of capital assets constructed and owned by the Municipal Building Authority (MBA).

Cause of Condition:

In the MBA fund where the revenue bonds have been issued, the County has not correctly coded all receipts to revenue accounts. Some of these payments are being recorded as transfers from other funds within the County instead of lease revenue as required by bond documents. It appears the accounting personnel, at the County, are not fully aware about how the payments received on these lease revenue bonds should be recorded in the accounting records.

Effect or Possible Effect of Condition:

If the lease revenue bond payments are not recorded correctly in the accounting records of the Municipal Building Authority fund, the revenue will not be reflected correctly with regards to the operation of this fund. Improper recording of transaction in the accounting record will distort the funds operation and MBA will not be in compliance with the terms of lease revenue bond documents.

Recommendation:

We recommend that the County review the bond documents to gain an understanding of bond covenants, specifically those concerned with the recording of lease revenue payments as outlined in bond documents.

County's Response:

We will review our current situation and then we will determine what necessary steps to take to ensure that lease revenue bond payments are recorded properly in the financial statements.

C. FINDINGS AND QUESTIONED COSTS-MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

GRAND COUNTY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2015

FEDERAL GRANTOR/PASS-THROUGH GRANTOR/ PROGRAM TITLE	FEDERAL CFDA NUMBER	GRANT OR PASS THROUGH GRANTOR'S NUMBER	PROGRAM OR AWARD AMOUNT	CASH/ACCRUED (DEFERRED) REVENUE AT JANUARY 1, 2015	RECEIPTS OR REVENUE RECOGNIZED	DISBURSEMENTS/ EXPENDITURES	CASH/ACCRUED (DEFERRED) REVENUE AT DECEMBER 31, 2015
U.S. DEPARTMENT OF INTERIOR							
Direct Program:							
Onion Creek Grant	15.236		$ 25,000		$ 18,188	$ 18,188	
Youth Initiative Incentive	15.238		10,000		8,500	8,500	
Pass Through State of Utah							
U.S. Forest Service - Weed Control	15.224		47,164		47,164	47,164	
Total U.S. Department of Interior			$ 82,164	$ ...	$ 73,852	$ 73,852	$ ...
U.S. DEPARTMENT OF JUSTICE							
Pass Through State Department of Public Safety:							
Drug Court Grant	16.585		$ 25,000		$ 24,992	$ 24,992	
National Childrens Alliance	16.543		18,000		18,000	18,000	
Children's Justice Center	16.540		94,104		44,820	44,820	
Children's Justice Center	16.540		91,806		47,522	47,522	
Total U.S. Department of Justice			$ 228,910	$ ...	$ 135,334	$ 135,334	$ ...
U.S. DEPARTMENT OF TRANSPORTATION							
Direct Program:							
Airport Grant	20.106	3-49-0020-26/27/28	$ 943,772		$ 297,960	$ 297,960 *	
Paul S. Sarbanes Transit in Parks	20.520	UT-20-X001-01	2,900,000		142,245	142,245	
Pass Through State Department of Public Safety:							
HMEP Grant	20.703		4,000		4,000	4,000	
Total U.S. Department of Transportation			$ 3,847,772	$ ...	$ 444,205	$ 444,205	$ ...
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT							
Pass Through State Department of Workforce Services:							
CDBG ADA Compliance	14.228	B-14DC-49-0001	$ 126,875	$ ...	$ 126,875	$ 126,875 *	$ ...

GRAND COUNTY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2015

FEDERAL GRANTOR/PASS-THROUGH GRANTOR/ PROGRAM TITLE	FEDERAL CFDA NUMBER	GRANT OR PASS THROUGH GRANTOR'S NUMBER	PROGRAM OR AWARD AMOUNT	CASH/ACCRUED (DEFERRED) REVENUE AT JANUARY 1, 2015	RECEIPTS OR REVENUE RECOGNIZED	DISBURSEMENTS/ EXPENDITURES	CASH/ACCRUED (DEFERRED) REVENUE AT DECEMBER 31, 2015
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES							
Pass Through Southeastern Utah Association of Governments							
Council on Aging	93.044	N/A	$ 20,904		$ 20,904	$ 20,904	
Total U.S. Department of Health and Human Services			$ 20,904	$ ...	$ 20,904	$ 20,904	$ ...
U.S. DEPARTMENT OF AGRICULTURE							
Direct Program:							
Warner Lake Road	10.666		$ 37,042	$ ...	$ 37,042	$ 37,042	$ ...
INSTITUTE OF MUSEUM AND LIBRARY SERVICES							
Pass through Utah Department of Community and Culture:							
Grants to States - Library Services and Technology Act	45.310		$ 500	$ ...	$ 500	$ 500	$ ...
U.S. DEPARTMENT OF ENERGY							
Direct Program:							
Moab UMTRA Project - Uranium Mill Tailing Monitoring	81.104	09EM000837	$ 320,000	$ ...	$ 38,712	$ 38,712	$ ...
U.S. DEPARTMENT OF HOMELAND SECURITY							
Direct Program:							
Law Enforcement Officer Reimbursement	97.090	N/A	$ 19,458		$ 6,270	$ 6,270	
LEPC - Hazmat	97.067	N/A	450,423		320,555	320,555	
Emergency Management Performance Grant	97.042	N/A	35,000		35,000	35,000	
Total U.S. Department of Homeland Security			$ 504,881	$ ...	$ 361,825	$ 361,825	$ ...
TOTAL FEDERAL ASSISTANCE			$ 5,169,048	$ ...	$ 1,239,249	$ 1,239,249	$ ...

* MAJOR PROGRAMS

GRAND COUNTY
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AS OF DECEMBER 31, 2015

1. SIGNIFICANT ACCOUNTING POLICIES

The accompanying schedule of expenditures of federal awards is a summary of program activity of the County's federal award programs and does not necessarily present transactions that would be included in financial statements of the County presented on the modified accrual basis of accounting, as contemplated by generally accepted accounting principles.

2. BASIS OF ACCOUNTING

The accompanying Schedule of Expenditures of Federal Awards is presented using the accrual basis of accounting for expenses of the County, which is described in Note 1 of the financial statements.

GRAND COUNTY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2015

Grand County had the following items reported as audit findings in prior year audit reports. The current status of each finding has been reported.

FINDING 2014-1 RECONCILIATION OF SIGNIFICANT ACCOUNTS
(Significant deficiency)

Finding – The employees of the County failed to perform reconciliation's of significant accounts. Accounts receivable, taxes receivable, and some payroll taxes payable subsidiary ledgers are not being accrued or reconciled to the general ledger account in a timely and accurate manner.

Current Status – This finding was from the audits of the last several years financial statements. It is a carryover finding because the County still has not made the necessary reconciliation's of some significant accounts as of the end of the current year. The County is in the process of adding and training additional employees to their staff to help alleviate workloads on current employees and perform the necessary reconciliation of significant account balances. The County has hired and trained individuals which have reviewed and updated capital asset list during the year.

Follow-up: Additional follow-up will be required since it is also a finding in the current year. Improvements have been made in reconciling some significant account balances.

FINDING 2014-2 DEBT RESERVE ACCOUNTS AND LEASE PAYMENTS
(Significant deficiency)

Finding – Over the years, the Grand County Municipal Building Authority (MBA), has issued several revenue bonds. Included in the bond agreements were covenants made by the County. Each bond issue has a covenant that requires the County to set aside funds into reserve accounts. The County has not met the necessary reserve requirements on some of the bond issues. In addition, each revenue bond debt service payments are to be paid by lease revenue collected from the County or other entities for the use of capital assets constructed and owned by the Municipal Building Authority (MBA). Currently the County is recording money collected from other departments of the County as a transfer of fund rather than lease revenue as required by the bond covenants.

Current Status – The County has made the required payments in to reserve account for the current bond issues. It is still necessary to improve internal control procedures to ensure that lease payments received by the lessor are shown as income and the payments made by the Lessee are recorded as expenditures.

Follow-up: Additional follow-up will be required since it is also a finding in the current year.

AGENDA SUMMARY **GRAND COUNTY COUNCIL MEETING** AUGUST 16, 2016 Agenda Item: E	
TITLE:	Discussion on recommended revisions to the Policies and Procedures of the Governing Body: Section R "Participation by the Public – Item #8 'No Assignment of Time'" (continued) and Section S "Public Hearings"
FISCAL IMPACT:	N/A
PRESENTER(S):	Ruth Dillon, Council Administrator and Council Study Committee Members Tubbs, Hawks, and McGann

Prepared By:

Ruth Dillon
Council Administrator
(435) 259-1347
rdillon@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

To be requested after all sections are discussed

BACKGROUND:

On August 2nd, the Council discussed Section Q "Decorum and Debate" and all of Section R "Participation by the Public." The Council asked staff to bring back Item #8 of Section R, 'No Assignment of Time' for further discussion.

Topics for tonight's discussion are:

- Section R, Participation by the Public, Item #8 – No Assignment of Time (continued)
- Section S, Public Hearings

The Study Committee's redlined suggestions are provided for each of these sections.

In addition, following are notes (redlines) from the last Council meeting indicating the Council's question of whether a citizen selected by another citizen to make a presentation on their behalf should be allowed to do so for an entire citizen group or whether the person should be allowed to do so for one individual only:

R. Participation by the Public

8. No Assignment of Time: If there are several speakers on a matter, one person may not assign their time to another. Individual citizens and citizen groups may select a person to make ~~their~~ a presentation in their behalf.

or

8. No Assignment of Time: If there are several speakers on a matter, one person may not assign their time to another. Individual citizens may select a person to make ~~their~~ a presentation in their behalf. A person selected may only represent one individual.

ATTACHMENT(S):

1. The Study Committee's original redlined suggested changes
2. Citizen comment

advance to the microphone near the dais and state their full name and address. The number of persons heard and the time allowed each may be limited at the discretion of the Chair. On matters set for Public Hearings the Chair may invoke a three-minute time limit per person to allow the maximum public participation.

2. Citizens to Be Heard: DuringAt the Citizens to Be Heard portion of the meeting, citizenspersons desiring to speak on an item not on the agenda shall address themselves to the Chair. Upon being recognized, they shall be directed to advance to the dais, state their full name, address, whom they represent, and state their subject matter. The number of persons heard and the time allowed each may be limited at the discretion of the Chair to three minutes.

3. No Interruptions: No person shall interrupt legislative proceedings.

4. Three-Minute Rule: No person of the public shall speak more than three (3) minutes except upon waiver by the Chair or on motion of the Membership.

5. Procedure: Orderly procedure requires that each ~~person~~ member of the public shall proceed without interruption from the audience and shall retire when their time is up; that all arguments shall be addressed to the Governing Body, and that there be no questioning or argument between individuals.

6. Questions: The Members of the Governing Body and staff members may ask questions and make appropriate comments; however, no Member should argue or debate an issue with the petitioner/member of the public.

7. ~~Written Requests: Should a person desire to speak longer than three (3) minutes, they shall file a written petition with the Council's Office at least seven six (76) days prior to the meeting date, stating the subject matter and the amount of time desired. The Chair may place the matter upon an appropriate agenda and determine the time that shall be granted. This rule applies mainly to presentations, hearings and zoning matters.~~

8. No Assignment of Time: If there are several speakers on a matter, one person may not assign their time to another. Individual citizens and ~~C~~citizen groups may select a person to make their a presentation in their behalf.

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~~9. Members of the Press: Members of the press shall not be recognized during meetings of the Governing Body.~~

~~10.~~9. Orderly Conduct: Citizens attending meetings shall observe rules of propriety, decorum and good conduct. Unauthorized remarks and similar demonstrations shall not be permitted by the Chair who may direct offenders from the Chambers.

S. Public Hearings

1. Posting of Public Hearing: All public hearings shall be published in the local newspaper of record and posted in accordance with Utah State Code, Grand County Land Use Code 9.1.8-10 and local ordinances, as applicable.

2. Staff Presentation: The appropriate staff shall make a presentation to the County Council and the public on behalf of the public hearing matter.

3. Applicant Speaks: Regarding Planning and Zoning issues, the applicant shall be invited the first to speak to the Council Members after the staff has made a presentation. Applicants may appear in person or by legal or other counsel. Applicant statements shall be limited to ten (10) minutes unless waived by the Chair (spoken or unspoken).

4. Questions: Council Members may direct questions to the applicant and/or staff in order to bring out relevant facts, circumstances or conditions affecting the case and may call for questions from the staff.

5. *Opening Hearings: The Chair shall* open the hearing and invite the public to the ~~podium~~ microphone for comment. All public participation shall be subject to Section Q ~~(~~"Decorum and Debate"~~)~~ of these ~~rules~~bylaws.

6. *Closing Hearings: The Council Chair may close the public hearing (except for* written comments generally allowed until 5PM six (6) days prior to the next regularly scheduled Council Meeting) ~~or~~ and~~the Council may~~ continue the hearing ~~by motion~~ until the next scheduled meeting or other specified date ~~included in the motion~~. See also "Decision," below

7. Written Comments: Written comments, including email comments, unless otherwise specified, may be submitted for the record at the public hearing or up to ~~forty-eight (48) hours~~ 5PM six (6) days before the ~~Call to Order of the~~ next ~~County~~ Council Meeting, earlier if a holiday falls within the six (6) days. The Council Administrator shall ensure that all documents are available for review by Council Members forty-eight *(48) hours* prior to the Council meeting at which the issue is to be considered. ~~At~~ After the close of each public hearing the Council Administrator shall forward all comments to the Clerk's Office.

~~8. Anonymous Comments: The Council Administrator, at his/her discretion, may choose not to forward anonymous written comments related to public hearings to Council Members, and such anonymous comments shall be forwarded to the Clerk under seal indicating that they have not been reviewed by the Council.~~

~~9.~~8. Decision: The ~~County~~ Council shall consider the public hearing ~~item~~ at its next regularly scheduled meeting in order to receive additional written comments or to receive additional evidence for further study. The County Council may take

action at the same meeting immediately upon closing of the public hearing provided it is moved and approved to take action by a two-thirds (2/3) vote (Super Majority). If the motion to take action at the same meeting as the public hearing is approved, the County Council can then move to consider the item.

T. Personnel Action Appeal Hearing Protocol

Purpose of Informal Council Hearing: To determine if there is reasonable support for the decision based upon the grounds stated in the personnel action.

1. County Council Administrator to notice appellant of Council's decision regarding granting a hearing, and if granted, the date and time of the hearing and hearing protocol.
2. Hearing to be held in closed session, no recordings.
3. County Attorney, Department Head, HR Director, Clerk/Auditor, Council Administrator, Appellant, and Council to be present. No witnesses, representatives or outside attorneys.
4. No exhibits or additional documents to be considered. Confidential Council packet to include:
   a. Letter of termination/personnel action
   b. Appeal by employee to Department Head
   c. Response by Department Head
   d. Appeal by employee to HR Director
   e. Response by HR Director
   f. Appeal to Council
   g. Letter to Appellant setting date of appeal
   h. Relevant County policies and/or procedures
   i. Appeal protocol
5. Order of and Time allotted for presentations:
   a. Department Head-5 minutes
   b. HR Director-5 minutes
   c. Appellant -10 minutes
6. No cross-examination of presenters. Council Mmembers only may ask questions at the end of each presentation.
7. Presenters and Appellant to be excused at the end of presentations and Council questions. Council to make determination during closed session and may:
   a. Uphold personnel action;
   b. Overturn personnel action; or
   c. Request additional information and continue hearing until information is received and considered.
8. Council issues a written decision to appellant within 15 working days of adjournment of hearing.

U. Amendment of Policies and Procedures

Bryony Chamberlain

From: Grand County Council
Sent: Wednesday, August 03, 2016 7:09 AM
To: Chris Baird; Elizabeth Tubbs; Jaylyn Hawks; Ken Ballantyne ; Lynn Jackson; Mary McGann; Rory Paxman
Cc: Ruth Dillon; Diana Carroll
Subject: FW: Comments Regarding Policies and Procedures (Public Participation)

From: Janet Buckingham [mailto:moabjanet@gmail.com]
Sent: Tuesday, August 02, 2016 7:32 PM
To: Grand County Council <council@grandcountyutah.net>
Subject: Comments Regarding Policies and Procedures (Public Participation)

I listened with interest to the council's discussion regarding revisions to the Policies and Procedures of the Governing Body. I was particularly interested in "Participation of the Public." I thought I would share some thoughts and ideas with you.

Chris Baird mentioned that the public could make arrangements to call in during a public hearing. That was a complete surprise to me and, I expect, would be surprising and unknown to most residents of Grand County. That's actually a big deal that folks should know about. I lived for six years on Kodiak Island, Alaska, where many, many citizens were unable to attend meetings as a result of remote locations or inclement weather. First, all public meetings were broadcast on the local community radio station. Second, all of the public knew that if they could not attend meetings in person, they could call in and be heard in public hearings. It was very popular. I would strongly encourage a widespread public relations campaign regarding citizens' ability to do this. I recognize that it is kind of a pain in the rear to widely publicize this, but the good will that it creates in the community to offer this…and openly embrace it…is worth it. I think you would see an increase in participation without being overwhelmed.

I agree with Jaylynn Hawks who said that people should be able to pass off their comments/letter to a "reader" if they are unable to attend or stay at a meeting. This was also a common occurrence at council meetings on Kodiak Island for the same reasons as above—remote locations, bad weather, over commitment, and incredibly long meetings. Small communities stretch one's ability to participate in every meeting, as does an aging population. You should make some accommodation for such participants.

The other idea that could increase participation in public hearings and community issues is to either broadcast via KZMU or, lacking the ability to do so, make the effort to purchase the technology to live stream the meeting via the county website. This is, afterall, the 21st century; the technology is available and I can't think of a good reason not to do it.

Finally, a note about “recognizing the press.” If I can offer some historic perspective, I think this sentence was added to the policy at some point because there has been (or had been) a tendency for the media to raise their hands and interject a question in the middle of proceedings. The council felt kind of stuck, I think, not wanting to annoy the press and so allowed the interruption, but also feeling frustrated that the press was, indeed, interrupting the proceedings and should be doing the research and interviews on their own time. (That also from the perspective of a former journalist.) Anyway, that is where I believe the policy came from. It had nothing really to do with the press having the ability/right to comment during a public hearing; they just have to declare they have “changed hats.”

Oh, one last note: please, please, please use your microphones. If people make an effort to show up at a meeting, they need to be able to hear what you are saying and what the presenters at the table are saying. It was terribly frustrating to be left out of much of the conversation. I basically told myself there was no reason to attend city council meetings because no one was willing to speak loudly enough for the audience to hear. I hope the county takes a different approach than the city.

Thank you for your service to our community.

Regards,

Janet Buckingham

Spanish Valley

Moab, UT

August 2016

July 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2016						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1 4:00PM - 4:00PM Noxious Weed Control Board (Grand Center) 5:00PM - 5:00PM Airport Board (Chambers)	2 8:30AM - 8:30AM Safety & Accident Review Committee (Chambers) 4:00PM - 4:00PM County Council Meeting (Chambers)	3 12:00PM - 12:00PM Chamber Meeting (Zions Bank)	4 **Utah Rural Summit ♦ Cedar City** 1:00PM - 1:00PM UDOT SR-128 Corridor Vision Workshop (Grand Center) 5:30PM - 5:30PM Mosquito Abatement District (District Office) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office)	5	6 10:00AM - 12:00PM Manti La Sal National Forest Plan Revision Meeting (Grand Center)
7	8 12:30PM - 12:30PM Council on Aging (Grand Center) 7:00PM - 7:00PM Conservation District (Youth Garden Project)	9 12:00PM - 12:00PM Trail Mix Committee (Grand Center) 3:00PM - 3:00PM Travel Council Advisory Board (Chambers) 5:30PM - 5:30PM OSTA Advisory Committee (OSTA) 6:00PM - 6:01PM Cemetery Maintenance District (Sunset Memorial) 6:00PM - 6:00PM Transportation SSD (Road Shed)	10 5:00PM - 5:00PM Agenda Summaries Due 6:00PM - 6:00PM Planning Commission (Chambers) 7:00PM - 7:00PM Thompson Springs Fire District (Thompson)	11 4:00PM - 4:00PM Solid Waste Management SSD (District Office) 7:00PM - 7:00PM Thompson Springs Water SSD (Thompson)	12	13
14	15	16 12:00PM - 12:30PM Chamber of Commerce (Zions Bank) 2:00PM - 3:45PM Public Lands Initiative Workshop (Chambers) 4:00PM - 4:00PM County Council Meeting (Chambers)	17 9:00AM - 1:00PM Sewer Summit 2016 (Salt Lake City) 12:00PM - 12:00PM Children's Justice Center Advisory Board (City Chambers) 6:00PM - 6:00PM Recreation SSD (City Chambers)	18 12:00PM - 12:00PM Housing Authority Board (City Chambers) 1:30PM - 3:30PM Exemplary / Performance Review Committee Meeting (Chambers (Jaylyn)) 4:00PM - 4:00PM Arches SSD (Fairfield Inn & Suites) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office)	19	20
21	22	23	24 1:00PM - 1:00PM Homeless Coordinating Commitee (Zions Bank) 6:00PM - 6:00PM Planning Commission (Chambers)	25 9:00AM - 9:00AM Canyon Country Partnership (Hideout Community Center, Monticello) 1:00PM - 1:00PM Association of Local Governments (ALG) (Price) 5:30PM - 5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital)	26	27
28	29	30 9:00AM - 9:00AM Council Workshop: EMS Assessment (Chambers)	31 **Uintah Basin Energy ... ♦ Vernal, UT, Uint** 5:00PM - 5:00PM Agenda Summaries Due	1 8:00AM - 8:30AM UT Outdoor Summit - Mayor Dave - Featured Speaker (Ogden Eccles Conference Center) 5:30PM - 5:30PM Mosquito Abatement District (District Office) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office)	2	3

September 2016

August 2016						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October 2016						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30 9:00AM - 9:00AM Council Workshop: EMS Assessment (Chambers)	31 **Uintah Basin Energy ... ♦ Vernal, UT, Uint** 5:00PM - 5:00PM Agenda Summaries Due	1 8:00AM - 8:30AM UT Outdoor Summit - Mayor Dave - Featured Speaker (Ogden Eccles Conference Center) 5:30PM - 5:30PM Mosquito Abatement District (District Office) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office)	2	3
4	5 **Labor Day** 8:00AM - 5:00PM County Offices Closed	6 8:30AM - 8:30AM Safety & Accident Review Committee (Chambers) 4:00PM - 4:00PM County Council Meeting (Chambers)	7	8 3:30PM - 3:30PM Sand Flats Stewardship Committee (Chambers) 4:00PM - 4:00PM Solid Waste Management SSD (District Office) 5:30PM - 5:30PM Library Board (Library) 7:00PM - 7:00PM Thompson Springs Water SSD (Thompson)	9 10:00AM - 10:00AM Historical Preservation Commission (Grand Center) 12:00PM - 12:00PM CIB Interagency Workshop (Grand Center)	10
11	12 12:30PM - 12:30PM Council on Aging (Grand Center) 1:00PM - 1:00PM Affordable Housing Task Force (Chambers) 5:00PM - 5:00PM Airport Board (Chambers) 7:00PM - 7:00PM Conservation District (Youth Garden Project)	13 10:00AM - 5:00PM Travel Council Advisory Board (Chambers) 12:00PM - 12:00PM Trail Mix Committee (Grand Center) 5:30PM - 5:30PM OSTA Advisory Committee (OSTA) 6:00PM - 6:01PM Cemetery Maintenance District (Sunset Memorial) 6:00PM - 6:00PM Transportation SSD (Road Shed)	14 5:00PM - 5:00PM Agenda Summaries Due 6:00PM - 6:00PM Planning Commission (Chambers) 7:00PM - 7:00PM Thompson Springs Fire District (Thompson)	15 12:00PM - 12:00PM Housing Authority Board (City Chambers) 1:30PM - 3:30PM Exemplary / Performance Review Committee Meeting (Chambers) 4:00PM - 4:00PM Arches SSD (Fairfield Inn & Suites) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office)	16 10:00AM - 12:00PM BLM Coordination Meeting (Chambers)	17
18	19	20 12:00PM - 12:30PM Chamber of Commerce (Zions Bank) 4:00PM - 4:00PM County Council Meeting (Chambers)	21 **USACCC Fall Conference ♦ Vernal** 1:00PM - 1:00PM Moab Area Watershed Partnership (Water District Office) 6:00PM - 6:00PM Recreation SSD (City Chambers)	22 12:00PM - 12:00PM Local Emergency Planning Committee (Fire Dept) 1:00PM - 1:00PM Association of Local Governments (ALG) (Price) 5:30PM - 5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital)	23	24
25	26	27 2:45PM - 2:45PM Mental Health Board (Green River) 5:00PM - 5:00PM Public Health Board (Green River)	28 5:00PM - 5:00PM Agenda Summaries due 6:00PM - 6:00PM Planning Commission (Chambers)	29	30 11:30AM - 11:30AM Joint City/County Council Meeting (County Council Chambers)	1

▼

Employment Opportunities

Administrative Assistant - Old Spanish Trail Arena (OSTA)

Posted June 29, 2016 2:15 PM | Closes August 22, 2016 5:00 PM

Job Summary Under the direction of the OSTA Manager, performs administrative, secretarial duties and some cleaning duties at the Spanish Trail Arena. ... Full Description

Apply Online

Emergency Medical Technician - Basic

Posted March 15, 2016 8:00 AM | Closes September 30, 2016 3:00 PM

Job Summary Under the supervision of the Director of Emergency Medical services , this position requires current Utah Emergency Medical ... Full Description

Apply Online

GCSO - Assistant Food Service Manager in Jail

Posted February 19, 2016 | Closes September 30, 2016 3:00 PM

Apply Online Job Summary Under the supervision of the Food Service Manager, assists in planning menus, ordering supplies, and preparing meals for persons... Full Description

GCSO Corrections Officer

Posted May 10, 2016 | Closes September 30, 2016 5:00 PM

Apply Online Job Summary Under the supervision of the Assistant Jail Commander the Corrections Officer is a sworn member of the Sheriff’s Office whose work... Full Description

GCSO Drug Court Tracker

Posted May 10, 2016 | Closes September 30, 2016 5:00 PM

Apply Online Job Summary The Deputy Sheriff Drug Court Tracker under the direction of the Sheriff provides efficient public safety to the citizens of Grand County,... Full Description

Date		Event Name	Permit Status
AUGUST			
		NONE	
SEPTEMBER			
	1-12	**Moab Music Festival**	**Permitted**
	2-6	**Labor Day Safari, Red Rock Four Wheelers**	**Permit not required - Not over 100 on a single trail at one time, BLM & SITLA Permits required for JS routes.**
	7-11	**RMAR Rendezvous, Ride with Respect**	**Permit not required - not over 100**
	9-11	**Blazer Bash**	**Permit not required - not over 100, using Old City Park for gathering places, BLM & SITLA Permits required for JS routes**
	15-18	**Melon Nights**	
	18-22	**Moab Zombie Hunt, The Hummer Club/Hummer Happening**	**Permit not required - not over 100, using Rotary Park, BLM & SITLA Permits required for JS routes**
	20-24	**Land Rover National Rally, Solihull Society**	**Permit not required - Not over 100 on a single trail at one time, BLM & SITLA Permits required for JS routes. Organized event held at OSTA**
	21-27	**Moab Gay Adventure Week & Moab Pride Festival**	**Permit not Required - Swanny Park**
	22-25	**Mother of All Boogies (Skydiving Fesival)**	**Permit in process**
	28-10/2	**Red Rockin' XsX / ATV-UTV, OSTA**	**Permit not required - Not over 100 on a single trail at one time, BLM & SITLA Permits required for JS routes. Organized event held at OSTA**
		Slickrock Thriller / Utah HS Mountain Bike Race	**2015 Event, No Schedule for 2016**
	30-10/2	**Outerbike, Western Spirit Cycling**	**Permit in process**

AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

AUGUST 16, 2016

Agenda Item: G

TITLE:	Adopting proposed resolution establishing a market based compensation evaluation process for wage adjustments and reclassification of positions
FISCAL IMPACT:	Will depend on the compensation levels required to remain competitive in the labor market.
PRESENTER(S):	Graig Thomas – Human Resources Director

Prepared By:
GRAIG THOMAS
G.C. HR DIRECTOR
435-259-1323
GTHOMAS@GRANDCOUNYUTAH.NET

FOR OFFICE USE ONLY:

Attorney Review:

In Progress

RECOMMENDATION:

I move to adopt the proposed resolution establishing a market based compensation evaluation process for wage adjustments and reclassification of positions within Grand County and authorize the Chair to sign all associated documents

BACKGROUND:

The historic practice of using the average salaries of 4th, 5th and 6th class counties for doing job & wage comparisons is not viable because the data for such comparisons is no longer maintained. However, we can utilize Market Based Compensation Factors when evaluating the need to adjust wages or reclassify positions in order to remain competitive in the labor market.

ATTACHMENT(S):

1. A proposed Resolution of the Grand County Council, establishing a market based compensation evaluation process for wage adjustments and reclassification of positions.
2. A sample current market analysis for the position of Airport Manager.

RESOLUTION_____

A RESOLUTION OF THE GRAND COUNTY COUNCIL ESTABLISHING A MARKET BASED COMPENSATION EVALUATION PROCESS FOR WAGE ADJUSTMENTS AND RECLASSIFICATION OF POSITIONS.

WHEREAS, The Grand County Council recognizes the need to periodically evaluate and adjust wages and grade levels on a job by job basis in order to remain competitive in the labor market; and

WHEREAS, The Grand County Council further recognizes the need for reliable compensation data to support the evaluation process that is used for this purpose,

NOW THEREFORE, THE GRAND COUNTY COUNCIL RESOLVES THAT:

1. The compensation factors used in said evaluations shall be based on data found in the labor markets from which the County recruit employees.

2. The practice of using averages of wage levels found in the 4th,5th and 6th class counties of Utah will be abandoned due to the lack of reliable data.

3. All adjustments to wages and job grades will be considered in light of the compensation paid to existing employees, so as to mitigate inequities.

4. Following each evaluation, the HR Director will present the recommended actions to the County Council for approval.

5. Following Council approval, the HR Director will implement the changes per established administrative procedures.

DRAFT

APPROVED THIS __16th__DAY OF__AUGUST, 2016, BY THE FOLLOWING VOTE:

AYE: _____
NAY: _____
ABSENT: _____

ATTEST:

_____
Diana Carroll, Clerk/Auditor

GRAND COUNTY COUNCIL

_____
Elizabeth Tubbs, Chair

DRAFT

Market Analysis: Airport Manager

Location	Job Title	Salary Range
Ft. Lauderdale, FL	Airport Operations Supervisor	$58,315 - $93,070
So. Lake Tahoe, CA	Airport Manager	$96,969 - $117,873
Alamosa County, CO	Airport Manager	$48,000 - $52,000
Rapid City, SD	Airport Deputy Director	$90,741 - $110,695
Wendover, UT	Airport Manager	$71,380 - $77,459
	AVG.	**$73,081 - $90,219**

Grand County, UT	**Airport Manager (19)**	**$51,376 - $77,716**

Judd Hill $56,137

<u>Recommendation</u>
Grade 21 Step 7 = $67,630

$11,493 increase = 20.47%

AGENDA SUMMARY **GRAND COUNTY COUNCIL MEETING** **AUGUST 16, 2016** Agenda Item: H	
TITLE:	Adopting proposed resolution approving the final plat for Rim Village Vistas Phase V Planned Unit Development (PUD) Subdivision
FISCAL IMPACT:	none
PRESENTER(S):	Community Development Department Representative

Prepared By:

Mary Hofhine
435-259-1343

FOR OFFICE REVIEW ONLY:

Attorney Review:

N/A

RECOMMENDATION:
Move to adopt the proposed resolution approving the final plat for Rim Village Vistas Phase V Planned Unit Development (PUD) Subdivision and authorize the Chair to sign the final plat and all associated documents.

BACKGROUND:
See Staff Report

Attachment(s):

1. Staff Report
2. Master Plan
3. Final Plat
4. DRAFT Resolution
5. DRAFT Subdivision Improvement Agreement (SIA)

S T A F F R E P O R T

MEETING DATE: August 16, 2016

TO: Grand County Council

FROM: Community Development Department

SUBJECT: Rim Village Vistas PUD Phase V, Preliminary and Final Plat

RECOMMENDED MOTION

Move to recommend approval final plat for Rim Village Vistas PUD Phase V.

BACKGROUND

This application is submitted by the property owner and project developer, Chuck Henderson (Applicant). The Applicant is requesting final plat review for Rim Village Vistas PUD phase V. This phase includes approximately 1.5 acres and consists of two buildings with eight units in each building (16 units in total). Final Plats are to be substantially the same as the Preliminary Plat.

Location

The project is accessed from Hwy 191 and Meador Drive to Village Drive. Village Drive and Meador Drive are dedicated county roads. Phase V units will be located off Red Valley Circle, a private road.

Zoning and Density

Rim Village Vistas PUD is split zoned Rural Residential (RR) and Multi-Family Residential-20 (MFR-20 a zone district in 2006). County Council has endorsed allowing mixed zone district densities. The Rim Village Vistas PUD Master Plan was approved in 2006 and provides for up to 196 units.

Master Plan, Approved Density		
Zone District	Acres	Units
MFR-20 (20/acre)	9.25	184
RR (1/acre)	12.47	12
Total:	**21.72**	**196**

Prior Approvals

The Master Plan divides the project into phases III-VII. Phases I and II were part of a separate planning process, final plat recorded in 2004.

Master Plan, Phasing		
Phase III	**16** multi-family units	Final Plat, approved 2007
Phase IV	**32** multi-family units	Final Plat, approved 2014
Phase V	**16** multi-family units	Subject application

Phase VI-VII	1, 12-plex (12 units) 6, 12 unit townhomes (72 units) 2, 24 unit townhomes (48 units) **132** units	Future
Total:	**196 UNITS**	

Final Plat, Phase V development stipulations are as follows:

Development Stipulations	
Primary Use	residential
Accessory Use	normal & customary
Gross Acreage	1.5 acres
Proposed Units	16 multi-family units
Proposed Unit Size: corner unit interior unit	 1,556 ft^2 1,552 ft^2
Common Area	1.32 acres (32.84%)
Open Space	1.50 acres (37.30%)
Common Facilities	private streets, driveways, patios, recreation area
Building Height	28 ft (2 story)
Parking:	36 spaces (2 per unit, attached garage)
	4 guest spaces
	Total 36 spaces

FINAL PLAT

Master Plan

The Rim Village Vistas PUD Master Plan, dated June 6, 2006, was approved in May 2006 (Ordinance 430). The combined application conforms to the density and layout as vested in the master plan.

Water and Sewer

Water and sewer service is in the utility easement along the proposed Village Drive. Grand Water & Sewer Service Agency provided an approval letter (attached) indicating plans meet agency and state specifications, and that adequate water and sewer capacity exists to serve the project.

Utilities

The applicant has provided updated will-serve letters for electricity and gas (approved at Preliminary Plat).

Physical Constraints

The property is not in a floodplain and there is no other evidence of physical constraints.

Access

The applicant has complied with the County Engineer's recommendation for the interior roadway, Red Valley Circle, to be built to a private lane standard (44 foot right-of-way and 24 foot surface width). Village Drive is proposed 56' wide two lane road to be dedicated to the County when the final plat is recorded, roads will be recorded by deed.

Sidewalks and Trails
Sidewalks are proposed along both sides of Drive and Red Valley Circle. No internal trails are proposed.

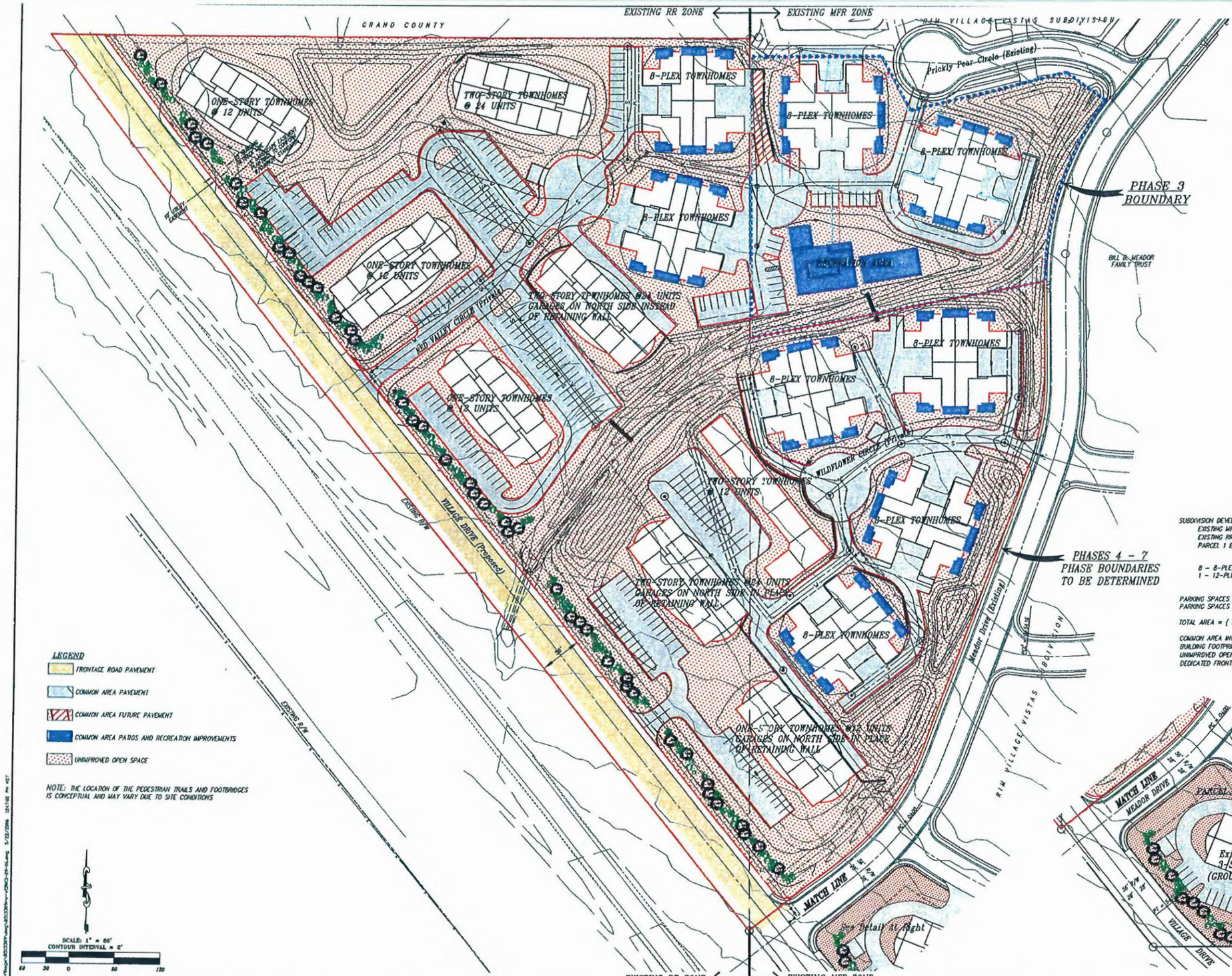
Engineering
The contract engineer has reviewed Final Construction Plans and finds them acceptable.

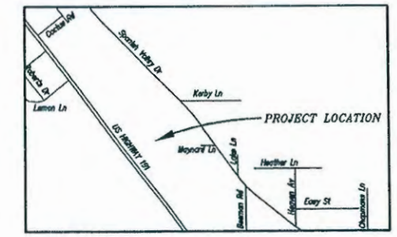
Subdivision Improvements Agreement and Performance Guarantee
The engineer has reviewed and approved the cost estimate for required improvements in the amount of $536,063.10, including contingency and warranty. A Subdivision Improvements Agreement and bond is required prior to scheduling for Council.

Homeowners' Association and CC&Rs
A Homeowners' Association has been established for the maintenance of roads, drainage, and open space. An addendum to the Covenants, Conditions, and Restrictions for the addition of this phase will be filed as part of final recordation, per the plat note.

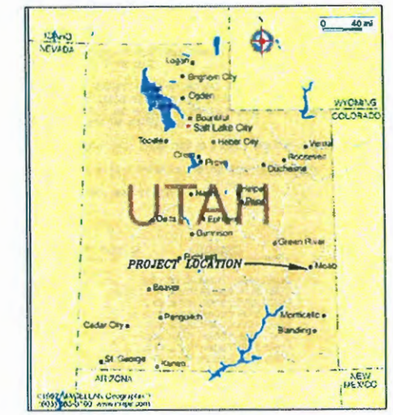
Attachments

1. Project Master Plan
2. Final Plat Phase V
3. Horrocks Engineers Letter
4. GWSSA approval letter





VICINITY MAP
NTS



LOCATION MAP
NTS

SUBDIVISION DEVELOPMENT AREA:

EXISTING MFR ZONING AREA	-	(348,141.42 SF) 8.02 ACRES @ 20 UNITS/ACRE = 160 UNITS
EXISTING RR ZONING AREA	-	(543,016.96 SF) 12.47 ACRES @ 1 UNIT/ACRE = 12 UNITS
PARCEL 1 EXISTING MFR AREA	-	(53753.90 SF) 1.23 ACRES @ 20 UNITS/ACRE = 24 UNITS

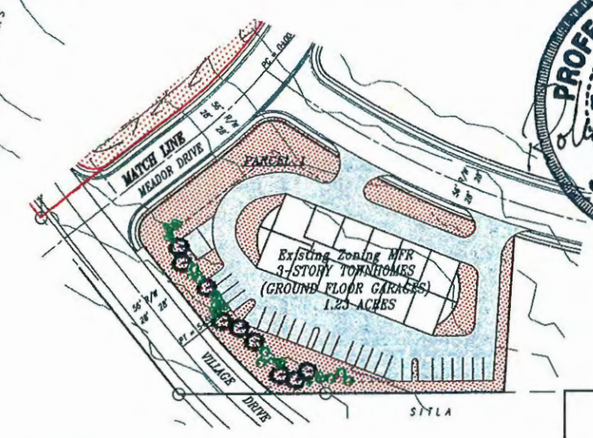
COMBINED DENSITY TOTAL UNITS ALLOWED = 196

8 - 8-PLEX TOWNHOMES = 64 — 6 - 12 UNIT TOWNHOMES = 72
1 - 12-PLEX TOWNHOMES = 12 — 2 - 24 UNIT TOWNHOMES = 48
COMBINED DENSITY TOTAL UNITS PROVIDED = 196

PARKING SPACES REQUIRED @ 2/UNIT = 392 SPACES
PARKING SPACES PROVIDED = 188 GARAGE SPACES AND 234 OPEN SPACES = 422 SPACES

TOTAL AREA = (945,912.28 SF) 21.72 ACRES

COMMON AREA INCLUDING PAVED ROADS & PARKING, AND RECREATION IMPROVEMENTS = (248,354 SF) 5.7 ACRES (26.3%)
BUILDING FOOTPRINT AREA = (221,936 SF) 5.0 ACRES (23.5%)
UNIMPROVED OPEN SPACE = (392,920 SF) 9.0 ACRES (41.5%)
DEDICATED FRONTAGE ROAD = (82,702 SF) 1.9 ACRES (8.7%)



PROFESSIONAL ENGINEER
ROBERT L. BETZLER
368013-2202
6/22/06
STATE OF UTAH

REVISIONS		
BY	DATE	DESCR.
BY	DATE	DESCR.
BY	DATE	DESCR.

DATE MAY 2006 — DRAWN bb
SCALE 1" = 60' — CHECKED rbs
APPROVED HLB/RLW

SOUDER, MILLER & ASSOCIATES, 2101 SAN JUAN BLVD, FARMINGTON, NEW MEXICO 87401 TELE: 505-325-7535
Albuquerque - Las Cruces - Santa Fe, NM
Cortez, CO - Monticello, UT

RIM VILLAGE VISTAS PHASES 3 - 7
HENDERSON BUILDERS LLC
GRAND COUNTY, MOAB, UTAH

SKETCH PLAN
MFR & RR COMBINED DENSITY ZONING

SKETCH PLAN SHEET 1 - 1

SHEET C-2A

Brian Sander Miller
970-243-6067

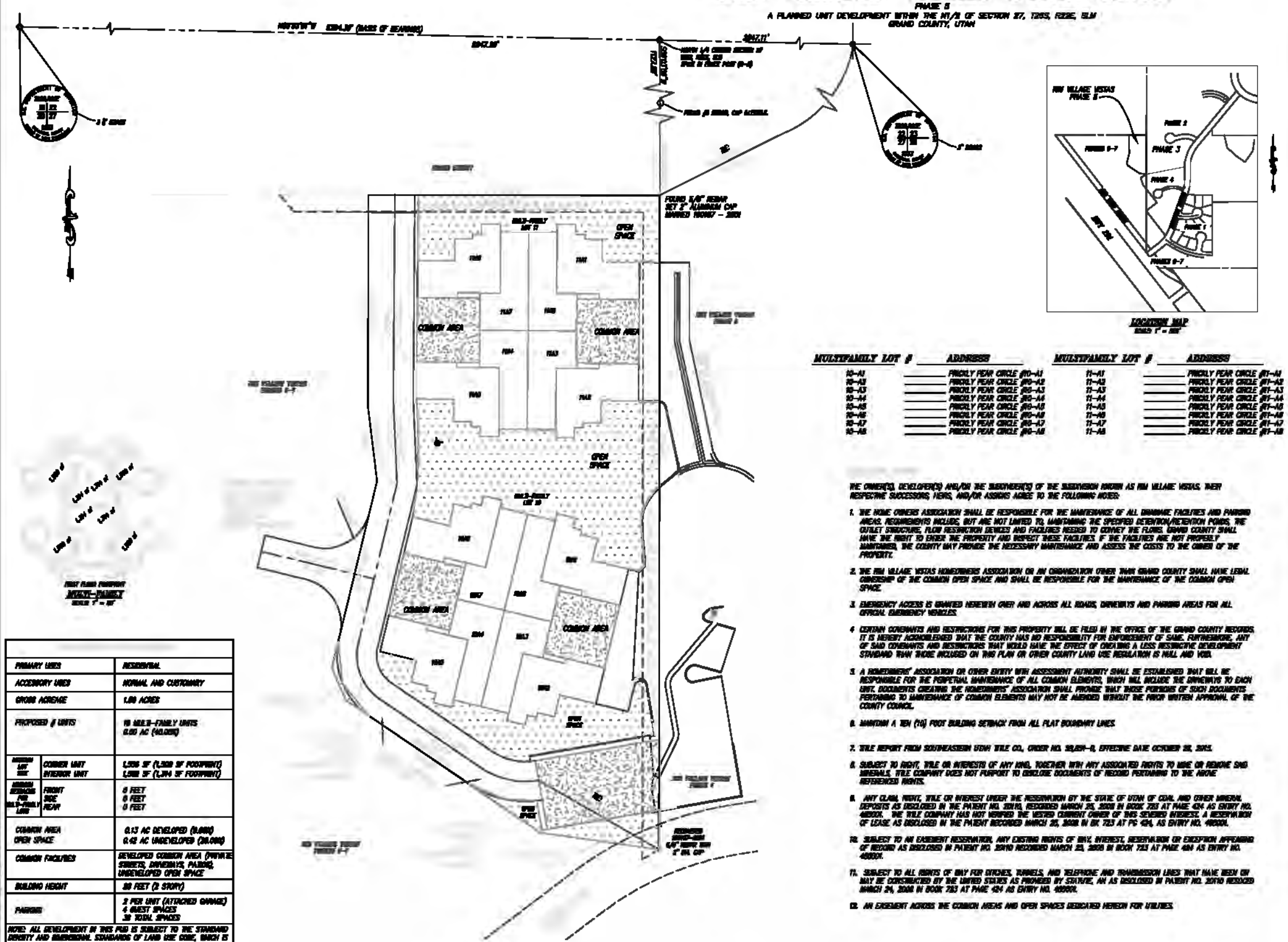
A FINAL PLAT OF

RIM VILLAGE VISTAS SUBDIVISION

PHASE 5

A PLANNED UNIT DEVELOPMENT WITHIN THE N1/2 OF SECTION 27, T26S, R22E, SLM

GRAND COUNTY, UTAH



MULTIFAMILY LOT #	ADDRESS	MULTIFAMILY LOT #	ADDRESS
10-A1	_____ PRICKLY PEAR CIRCLE #10-A1	11-A1	_____ PRICKLY PEAR CIRCLE #11-A1
10-A2	_____ PRICKLY PEAR CIRCLE #10-A2	11-A2	_____ PRICKLY PEAR CIRCLE #11-A2
10-A3	_____ PRICKLY PEAR CIRCLE #10-A3	11-A3	_____ PRICKLY PEAR CIRCLE #11-A3
10-A4	_____ PRICKLY PEAR CIRCLE #10-A4	11-A4	_____ PRICKLY PEAR CIRCLE #11-A4
10-A5	_____ PRICKLY PEAR CIRCLE #10-A5	11-A5	_____ PRICKLY PEAR CIRCLE #11-A5
10-A6	_____ PRICKLY PEAR CIRCLE #10-A6	11-A6	_____ PRICKLY PEAR CIRCLE #11-A6
10-A7	_____ PRICKLY PEAR CIRCLE #10-A7	11-A7	_____ PRICKLY PEAR CIRCLE #11-A7
10-A8	_____ PRICKLY PEAR CIRCLE #10-A8	11-A8	_____ PRICKLY PEAR CIRCLE #11-A8

PRIMARY USES		RESIDENTIAL
ACCESSORY USES		NORMAL AND CUSTOMARY
GROSS ACREAGE		1.80 ACRES
PROPOSED # UNITS		18 MULTI-FAMILY UNITS 0.60 AC (40.00%)
MINIMUM LOT SIZE	CORNER UNIT INTERIOR UNIT	1,936 SF (1,300 SF FOOTPRINT) 1,936 SF (1,344 SF FOOTPRINT)
MINIMUM SETBACKS FOR MULTI-FAMILY LOTS	FRONT SIDE REAR	8 FEET 6 FEET 8 FEET
COMMON AREA OPEN SPACE		0.13 AC DEVELOPED (8.00%) 0.42 AC UNDEVELOPED (28.00%)
COMMON FACILITIES		DEVELOPED COMMON AREA (PRIVATE STREETS, DRIVEWAYS, PARKING, UNDEVELOPED OPEN SPACE
BUILDING HEIGHT		30 FEET (2 STORY)
PARKING		2 PER UNIT (ATTACHED GARAGE) 4 GUEST SPACES 36 TOTAL SPACES

NOTE: ALL DEVELOPMENT IN THIS PUD IS SUBJECT TO THE STANDARD DENSITY AND DIMENSIONAL STANDARDS OF LAND USE CODE, WHICH IS APPLICABLE TO DEVELOPMENT IN THE RMF DISTRICT, EXCEPT AS SPECIFICALLY MODIFIED ABOVE.

R-1 QUIT CLAIM DEED FROM CHARLES C. HENDERSON TO HENDERSON PROPERTIES, LLC. IN BOOK 0818, PAGE 141 AS RECORDED ON JANUARY 30, 2004.

R-2 SURVEY RECORDED IN BOOK 0595, PAGE 428, 430 ON JUNE 20, 1997.

R-3 RIM VILLAGE VISTAS SUBDIVISION, PHASES 1 & 2 RECORDED IN BOOK 940, PAGES 180-184 ON MARCH 4, 2008.

R-4 RIM VILLAGE VISTAS SUBDIVISION PHASE 3 RECORDED

● FOUND SECTION MONUMENT AS NOTED

● SET 5/8" REBAR 2" ALUMINUM CAP MARKED 190107 – 2004 ON AS NOTED

○ FOUND 3/8" REBAR AS NOTED

0 20 0 20 40

DATE _____ BY _____ REVISION _____

DATE _____ BY _____ REVISION _____

DATE 11/20/2015 DRAWN RA

SCALE 1" = 30' CHECKED DB

APPROVED WFB

STATE OF UTAH, COUNTY OF GRAND RECORDED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____ FEE _____

ATTEST: _____ _____

COUNTY RECORDER

APPROVED THIS _____ DAY OF _____, 2015.

_____

COUNTY ENGINEER

SMA

Civil/Development Services & Engineers

LEGAL DESCRIPTION

CERTIFICATION OF APPROVAL BY THE PLANNING COMMISSION AND COUNTY COUNCIL, IN THE FOLLOWING FORM, SHALL BE PLACED ON THE FINAL PLAT.

APPROVED THIS _____ DAY OF _____, 20__, BY THE GRAND COUNTY COUNCIL.

CHAIRMAN SIGNATURE _____ COUNTY RECORDER SIGNATURE _____

BASIS OF BEARINGS

BEARINGS ARE BASED ON A LINE BETWEEN SLM BRASS CAPS MONUMENTING THE NE CORNER AND THE NW CORNER OF SAID SECTION 27 (BEARING FROM VALLEY CONTROL = N89°59'59"W)

THAT I, WILLIAM F. BREWSTER, DO HEREBY CERTIFY THAT I AM A REGISTERED UTAH LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 190107 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, AND I FURTHER CERTIFY THAT UNDER AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THOSE LANDS AS SHOWN HERE ON AND DESCRIBED BELOW, THIS PLAT AND DESCRIBED BELOW, AND THAT I HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS RIM VILLAGE VISTAS SUBDIVISION PHASE 5 AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

PROFESSIONAL LAND SURVEYOR Number 190107-2201 WILLIAM F. BREWSTER STATE OF UTAH

11-20-2015 _____

DATE WILLIAM F. BREWSTER

KNOW ALL MEN BY THESE PRESENTS THAT _____ THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS THE

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND AND ALL UTILITY EASEMENTS AS INTENDED FOR PUBLIC USE, ALL COMMON AREA AND OPEN SPACE, IMPROVED AND UNIMPROVED, IS RESERVED AS AN EASEMENT FOR INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES TO SERVICE RIM VILLAGE VISTAS SUBDIVISION.

IN WITNESS WHEREOF, I, _____ HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, A.D., 20XX.

_____

MANAGER, RIM VILLAGE DEVELOPMENT, LLC

STATE OF UTAH)
) S.S.
COUNTY OF GRAND)

ON THE _____ DAY OF _____ A.D., 2015 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____ IN SAID STATE OF UTAH, THE SIGNER(S) OF THE ABOVE OWNERS DEDICATION, _____ IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT _____ SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES _____ _____

NOTARY PUBLIC

RESIDING IN _____ COUNTY

RESOLUTION OF THE GRAND COUNTY COUNCIL
APPROVING RIM VILLAGE VISTAS PUD, PHASE V FINAL PLAT

Resolution _____ 2016

WHEREAS, the Grand County General Plan (General Plan) was adopted by the Grand County Council on April 6, 2004, with Resolution #2654 and updated February 7, 2012, with Resolution #2976;

WHEREAS, the Grand County Land Use Code (LUC) was adopted by the Grand County Council on January 4, 1999 with Ordinance No. 299 and amended February 19, 2008 with Ordinance 468 and amended for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, Rim Village II, LLC, Chuck Henderson President (Applicant) submitted an application for Rim Village Vistas PUD, Phase V Final Plat;

WHEREAS, the subject property is zoned Multi-Family PUD. MFR-PUD, Phase V includes a total of eight (8) multi-family townhomes on 1.5 acres;

WHEREAS, the Grand County Council approved the Master Plan of Rim Village Vistas PUD, following a public hearing in 2006;

WHEREAS, the Grand County Council reviewed and approved Rim Village Vistas PUD Preliminary Plat, Phase V, at a public hearing on August 2nd 2016;

WHEREAS, the Grand County Council has considered all evidence and testimony presented with respect to the subject final plat.

NOW, THEREFORE, BE RESOLVED by the Grand County Council that it does hereby approve Rim Village Vistas PUD, Phase V Final Plat as follows;

1. Continued compliance with the County Engineers recommendations; and
2. Submission for signature by the County Council of the Subdivision Improvement Agreement; and
3. Posting of the required bond and financial guarantee to ensure completion of the required improvements, in the amount of $462,204.39 approved by the County Engineer for Phase V of the subdivision.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in a regular public meeting on August 16, 2016 by the following vote:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

ATTEST:

_____
Diana Carroll, Clerk\Auditor

GRAND COUNTY COUNCIL

_____
Elizabeth Tubbs, Chair

DRAFT

SUBDIVISION IMPROVEMENTS AGREEMENT

RIM VILLAGE VISTAS PHASE V PLANNED UNIT DEVELOPMENT SUBDIVISION

THIS AGREEMENT, dated this _____ day of _____, 2016, between the COUNTY COUNCIL OF GRAND COUNTY, UTAH (hereinafter referred to as "COUNTY") and Rim Village III, LLC, Charles Henderson (hereinafter referred to as "SUBDIVIDER").

WHEREAS, SUBDIVIDER has submitted to the COUNTY for approval and execution a final plat designated Rim Village Vistas Phase V Planned Unit Development and dated _____ hereinafter referred to as "the Plat" or "the Subdivision"); and

WHEREAS, the COUNTY has fully considered said plat, the proposed development and the improvements of the land therein and the effect on the neighboring properties by reason of the proposed development; and

WHEREAS, engineered subdivision improvements and construction plans and specifications (Required Improvements) have been submitted to the COUNTY and approvals have been received from all necessary and requested COUNTY referral agencies and consultants, or representatives, including, but not limited to:

1. Grand Water and Sewer Service Agency (GWSSA), pertaining to water and sewer system improvements;
2. Sunrise Engineering Inc., consultants to the GWSSA, pertaining to water and sewer system improvements;
3. State of Utah Health Department, Division of Drinking Water, pertaining to water system improvements;
4. Horrocks Engineers, consultants to the COUNTY, pertaining to the streets and roads, driveways, drainage and trail system improvements; and
5. Moab Valley Fire District; pertaining to fire protection issues.

WHEREAS, the COUNTY is willing to approve and execute said plat upon the agreement of the SUBDIVIDER to the matters hereinafter described subject to any conditions established by the County Council, and subject to all requirements, terms and conditions of the *Grand County Land Use Code* except as modified by this plat approval, and subject to the *Grand Construction Standards* and other applicable laws, rules and regulations; and

WHEREAS, the COUNTY and SUBDIVIDER mutually acknowledge that the matters set forth herein are reasonable conditions and requirements to be imposed by COUNTY in connection with its approval of the Plat, and that such matters are necessary to protect promote and enhance the public welfare; and

WHEREAS, it is further mutually acknowledged that the COUNTY is entitled to other assurance that the matters hereinafter agreed to will be performed as agreed to by the SUBDIVIDER, and in that regard the Statues of the State of Utah pertaining to COUNTY planning and the existing ordinances of Grand County, State of Utah, pertaining to Subdivision Improvements Agreements provide that the collateral used as security for the construction of the agreed upon Required Improvements may include cash, bond, irrevocable letter of credit, or other collateral acceptable to the County Council; and

WHEREAS, SUBDIVIDER has submitted and the COUNTY has agreed to accept Surety Bond issued by Lexon Insurance Company as the form of collateral to guarantee the Required Improvements, as specified in Subdivision Plans for Rim Village Vistas Phase 5 and Subdivision Plans for Rim village vistas Phase 5 Access Road Project, dated June 2016, which is incorporated herein by this reference.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, AND THE APPROVAL, EXECUTION, AND ACCEPTANCE OF THE PLAT BY THE COUNTY, IT IS FURTHER AGREED AS FOLLOWS:

IMPROVEMENTS TO BE COMPLETED

SUBDIVIDER agrees to construct the Required Improvements as specified in Subdivision Plans for Rim Village Vistas Phase 5 and Subdivision Plans for Rim Village Vistas Phase 5 Access Road Project, dated June 2016, consistent with the requirements of the County Council, the *Grand County Land Use Code,* and the *Grand Construction Standards* and other applicable laws, rules and regulation.

COLLATERAL

In order to secure the Required Improvements to be completed by the SUBDIVIDER, and so long as, and to the extent that, Required Improvements to service a particular lot or lots remain unfinished, the SUBDIVIDER agrees to guarantee such performance of the unfinished Improvements with a Surety Bond issued by Lexon Insurance Company to 100 percent of the cost of such unfinished Required Improvements, plus a collateral overage of 25 percent of the cost of such unfinished Required Improvements.

RELEASE OF SURETY BOND

If and to the extent that the SUBDIVIDER provides another form of collateral acceptable to the COUNTY at the date of this Agreement, such as cash, bond, or other collateral, the guarantee may be partially or fully released.

In addition, from time to time, as the Improvements are completed, SUBDIVIDER may apply in writing to the COUNTY for a partial or full release of the cash, bond, or other collateral, the letter of credit guarantee or substitute collateral. Each collateral release request shall be summarized on the County's Collateral Release Form and must show, or include the following:

1. Dollar amount of (original) collateral guarantee,
2. Improvements completed, including dollar value,
3. Improvements not completed, including dollar value,
4. Amount of (all) previous releases,
5. Amount of collateral guarantee requested released,
6. Release or waivers of mechanics liens of all parties who have furnished work, services, or materials for the Required Improvements, and
7. Reasonable fee, if the COUNTY requires any, to cover the cost of administration and inspections.

Upon receipt of the application, the COUNTY, or its agent, shall inspect the Required Improvements, both those completed and those uncompleted. If the COUNTY determines from the inspection that the Required Improvements shown on the application have been completed,

as provided herein, a portion of the collateral supporting the commitment guarantee shall be released. The release shall be made in writing signed by the COUNTY. The amount to be released shall be the total amount of the collateral:

1. Less, 100 percent of the costs of the Required Improvements not completed; and
2. Less, any collateral overage (25%) that is applicable to the costs of the Required Improvements not completed.

Prior to the final collateral release and acceptance of the subdivision by the County, the SUBDIVIDER shall furnish a good and sufficient maintenance bond in the amount of 10 percent of the contract price for the Required Improvements with a reputable and solvent corporate surety in favor of the County, to indemnify the County against any repairs that may become necessary to any part of the construction work performed in connection with the subdivision arising from defective workmanship or materials used therein, for a full period of 2 years from the date of final acceptance of the entire project.

TIME OF COMPLETION

SUBDIVIDER agrees to complete the Required Improvements within *36 months,* from the date of execution of this Agreement.

The COUNTY may, at their discretion, extend the completion dates for the Required Improvements. Both the COUNTY and SUBDIVIDER shall sign any such extension.

DEFAULT

The following conditions, occurrences, or actions will constitute default by SUBDIVIDER;

1. Failure to commence construction of any part of the Required Improvements within 9 months from the date of the execution of the Agreement.
2. Failure to complete the Required Improvements materially consistent with the approved engineering plans and specifications as part of this Plat, or any approved changes of such plans and specifications.
3. Failure to complete the Required Improvements within the stated or extended times for completion.
4. The appointment of a receiver for the SUBDIVIDER of the filing of a voluntary or involuntary petition in bankruptcy respecting the SUBDIVIDER.
5. COUNTY determines that the letter of credit, bond, cash, deed of trust, or other collateral, either will terminate, will lapse, or be withdrawn, prior to the actual and substantial completion of the Required Improvements.

REMEDIES

In the event of default, the COUNTY may draw on (withdraw funds from) the commitment guarantee. The COUNTY will have the right, but no obligation, to complete the Required Improvements itself or contract with a third party for completion, and the SUBDIVIDER hereby warrants that in the event of default, the COUNTY, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the subdivision for the purposes of construction, maintaining, and repairing such Required Improvements. Alternatively, the COUNTY may assign the proceeds of the guarantee to a subsequent SUBDIVIDER or lender who has acquired the Subdivision, or a portion thereof, by purchase, foreclosure, or otherwise who will then have the same rights of completion as the COUNTY, if and only if, the subsequent SUBDIVIDER or lender agrees in writing to complete the unfinished Required Improvements.

COLLATERAL PROCEEDS

In the event of a default, collateral proceeds shall be utilized as follows:

1. All collateral proceeds must be applied to the unfinished Required Improvements.
2. Any excess collateral proceeds after completing the Required Improvements are payable to the SUBDIVIDER.
3. The COUNTY has no obligation to utilize any funds, other than the collateral proceeds, to complete any of the Required Improvements.

RECORDING

After receiving approval of the Plat, SUBDIVIDER shall record this Agreement with the Recorder of Grand County, Utah.

MISCELLANEOUS

1. This agreement is binding upon and inure to the benefit of the heirs, representatives, transferees, successors, and assignees of the parties.
2. The paragraph headings are descriptive only and neither implies nor limits the substantive material.
3. The failure to enforce or the waiver of any specific requirements or parts of this Agreement by either party shall not be construed as a general waiver of this Agreement.
4. Should any part of this Agreement be declared invalid by a court of competent jurisdiction, the valid parts of this Agreement remain in effect.
5. SUBDIVIDER is not an agent or employee of the COUNTY.

GRAND COUNTY COUNCIL

_____
Elizabeth Tubbs, Chair

SUBDIVIDER

_____
Rim Village III, LLC
Charles Henderson, Principle

ATTEST:

_____
Diana Carroll, Clerk/Auditor

State of Utah)
)
County of Grand)

Subscribed and sworn to before me on this _____ day of _____, 2016 by

_____.

AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

AUGUST 16, 2016

Agenda Item: I

TITLE:	Adopting proposed resolution approving an amendment to Lot 18 of All American Acres Subdivision
FISCAL IMPACT:	none
PRESENTER(S):	Community Development Department Representative

Prepared By:

Mary Hofhine, Community Development Department

FOR OFFICE REVIEW ONLY:

Attorney Review:

None requested

RECOMMENDATION:

Move to adopt the proposed resolution approving the Amended Plat of Lot 18 All American Acres Subdivision and authorize the Chair to sign all associated documents.

BACKGROUND:

See Staff Report

Attachment(s):

Staff Report
Amended Plat of Lot 18 of All American Acres
Proposed resolution
approval of utilities and Fire Department
Horrocks Letter dated July 28, 2016

S T A F F R E P O R T

MEETING DATE: August 16, 2016

TO: Grand County Council

FROM: Planning Staff

RE: **Amended Plat of Lot 18 of All American Acres**

Staff Recommendation

Approve

Planning Commission Recommendation

The Grand County Planning Commission reviewed the referenced application in a public hearing on May 11, 2016 and forwarded a favorable recommendation to the County Council subject to the County Engineer approval of the drainage plan. The County Engineer sent a letter dated July 28th (attached), approving the revised drainage.

BACKGROUND

The Applicants, Alice and Greg McKennis, are requesting approval of a 4-lot subdivision in All American Acres (a platted subdivision). The subject property consists of approximately 5 acres and is zoned Rural Residential (RR) located at 4235 Heather Lane. The project is in compliance with the maximum density requirement of 1 unit per acre. Additionally, the project meets dimensional standards for single-family detached housing. Two lots are flag lots with a 20 foot access and not more than 250 foot in length. Lot 2 is improved with single-family dwelling unit and approved accessory uses, proposed Lots 1, 3, and 4 are vacant and currently irrigated agricultural land.

APPLICABLE LUC

Replats

Division of land within a platted subdivision shall be subject to the requirements of preliminary and final plat (LUC Sec. 9.9).

Preliminary Plat Review

The applicant submitted the following supporting materials:

a) Boundary Lines and Bearings – *(on the plat)*
b) Adjacent Subdivisions – *(property is located within All American Acres (a platted subdivision) and adjacent to White Horse subdivision)*
c) Intersecting Streets – *(on the plat)*
d) Proposed Streets, Alleys and Easements - *(on the plat)*
e) Proposed Blocks, Lots and Parks - *(on the plat)*
f) Contours - *(there are no topographical issues)*
g) Subdivision Title and Planner - *(on the plat)*
h) Dedicated Parks, Playgrounds and Other Public Uses – (not applicable)
i) Scale, North Point - *(on the plat)*
j) Drainage Report – *(County Engineer was provided a report, no response at this time)*
k) Protective Covenants – *(not applicable)*
l) Proposed Land Uses - *(on the plat)*
m) Vicinity Map - *(provided)*
n) Application Fee – *(paid)*
o) Preliminary master plan *(not applicable)*

All plats and subdivision of land must conform to Article 7 Subdivision Standards:

Building Lots
Finding = Proposed Lots meet the dimensional requirements of the RR zone district for single-family housing / 1 acre minimum lot area. Lot 1 and 2 are flag lots and shall meet the following requirements: (1) has 20 ft. of frontage on a dedicated public street, (2) the "handle" portion of the lot is at least 20 ft. in width and not more than 250 ft. in length, and (3) the body of the lot meets the lot area and lot width requirements of the underlying RR zone. The plat will reflects compliance.

Streets
Finding = All have frontage on Heather Lane an existing County Road. Heather Lane is a 66 ft. County right-of-way. No additional frontage is required to be dedicated.

Sidewalks and Trails
Subdividers are required to build sidewalks in residential districts where the average lot size is greater than .5 acres.
Finding = The average lot size is greater than .5 acres. Sidewalks are not required

Easements
Finding = all necessary easements have been granted.

Drainage
Finding = The County Engineer has been provided the drainage plan and we are waiting on his report. necessary.

Street Lighting
Finding = Street lighting is not required.

Water and Sewer, Utilities, and Fire
Finding = The Applicant has provided utility signatures indicating adequate plat easements and continued commitment to serve and approval by the Fire Chief.

Final Plat Review

Final plats are required to display the following information:

a) Control Points; Acres– *(done)*
b) Boundary Lines and Bearings– *(done)*
c) Streets – *(done)*
d) Easements - *(done)*
e) Lot and Block - *(done)*
f) Building Lines- *(existing structures are illustrated on the plat)*
g) Monuments- *(done)*
h) Adjacent Land– (done)
i) Surveyors Certificate and Legal Description - *(done)*
j) Approval Certification Block– *(done)*
k) Title, scale, street intersections, plat id – *(done)*
l) Dedication Certificate - *(on the plat)*

Payment for Installation Costs
Finding = All required improvements are already in place. Accordingly, a subdivision improvements agreement, cost estimate, and financial guarantee are not required. Additionally, the applicant is not proposing a Home Owners Association, therefore, Covenants, Conditions, and Restrictions (CC&R) are not required.

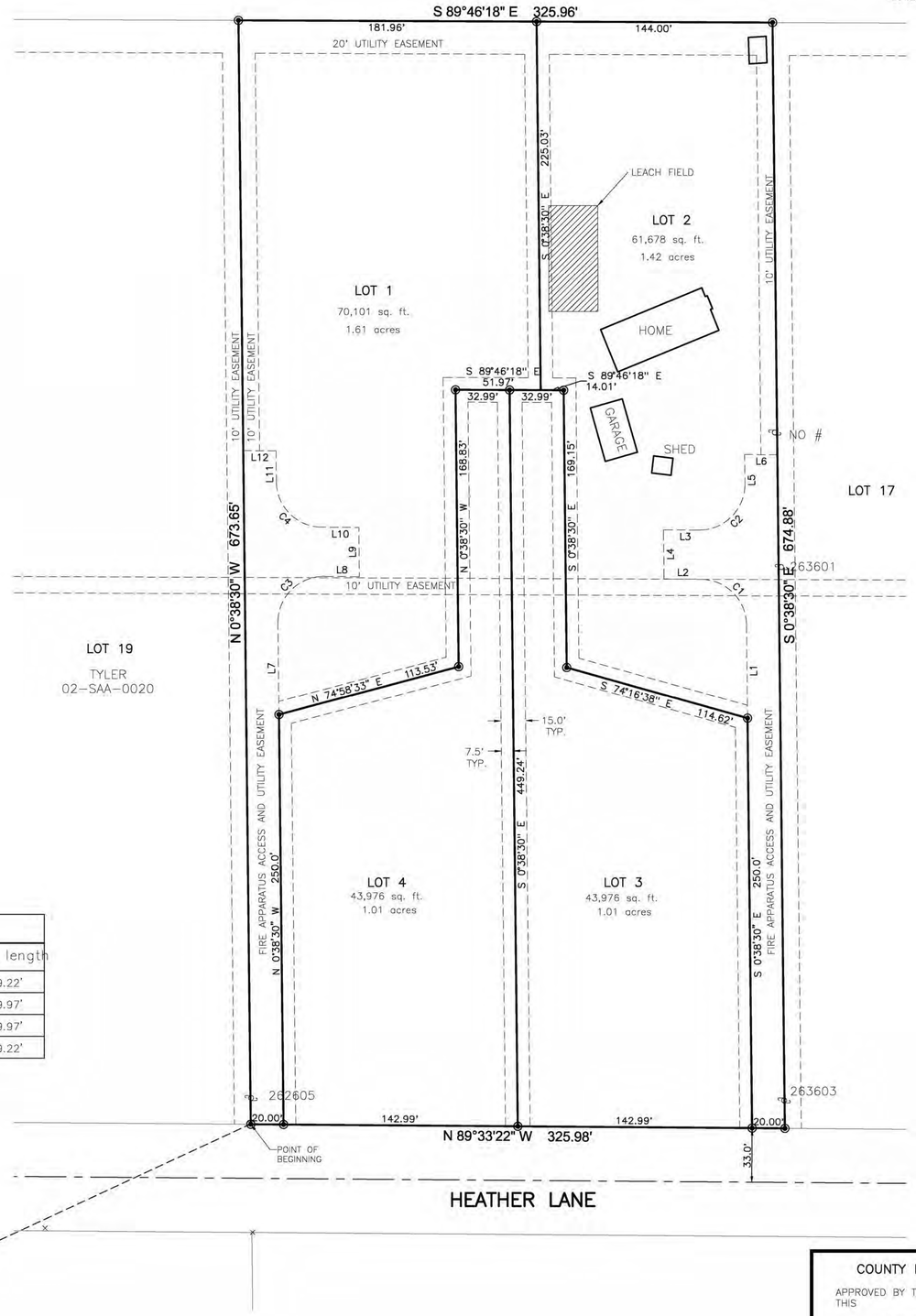
CONCLUSION

Staff recommends approval of the minor subdivision and Plat Amendment of Lot 18 of All American Acres the

County Engineer has approved the drainage.

AMENDED PLAT OF LOT 18 OF ALL AMERICAN ACRES SUBDIVISION

IN SECTION 26,
TOWNSHIP 26 SOUTH, RANGE 22 EAST,
SALT LAKE BASE AND MERIDIAN



Line Table		
Line #	Direction	Length
L1	N 0°38'30" W	56.69'
L2	N 89°33'22" W	22.53'
L3	S 89°33'22" E	21.48'
L4	N 0°38'30" W	30.00'
L5	N 0°38'30" W	17.79'
L6	S 89°33'22" E	20.00'
L7	N 0°38'30" W	56.15'
L8	S 89°33'22" E	21.48'
L9	N 0°38'30" W	30.01'
L10	N 89°33'22" W	22.54'
L11	N 0°38'30" W	18.85'
L12	N 89°33'22" W	20.00'

Curve Table					
Curve #	Radius	Length	Delta	Chord	Ch. length
C1	28.00'	43.45'	88°54'52"	N 45°05'56" W	39.22'
C2	28.00'	44.51'	91°05'08"	N 44°54'04" E	39.97'
C3	28.00'	44.51'	91°05'08"	N 44°54'04" E	39.97'
C4	28.00'	43.45'	88°54'52"	N 45°05'56" W	39.22'

GRAPHIC SCALE
40 0 20 40 80
1" (INCH) 40 ' (FEET)

LEGEND
- Existing Fire Hydrant
- Property Corner
- Section Corner Monument
- Utility Easement around each lot as shown

Surveyor's Certificate

I, Lucas Blake, certify that I am a Professional Land Surveyor as prescribed under the laws of the state of Utah and that I hold license no. 7540504. I further certify that a land survey was made of the property described below, and have subdivided said tract of land into lots and streets hereafter to be known as

AMENDED PLAT OF LOT 18 OF ALL AMERICAN ACRES SUBDIVISION

and that same has been correctly surveyed and staked on the ground as shown on this plat.

Boundary Description

All of Lot 18, All American Acres Subdivision as recorded in the office of the Grand County Recorder, being more particularly described as follows: Beginning at the southwest corner of said Lot 18, said point being North 64°09'52" East 1461.81 feet from the West Quarter corner of Section 26, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and running thence North 0°38'30" West 673.65 feet to the northwest corner of said Lot 18; thence South 89°46'18" East 325.96 feet to the northeast corner of said Lot 18; thence South 0°38'30" East 674.88 feet to the southeast corner of said Lot 18; thence North 89°33'22" West 325.98 feet along the North right of way line of Heather Lane to the point of beginning.

Contains 219,759 sq. ft. OR 5.04 acres.

Date

Lucas Blake
License No.
7540504

OWNER'S DEDICATION

Know all men by these presents that _____, the_____ undersigned owner( ) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as the

AMENDED PLAT OF LOT 18 OF ALL AMERICAN ACRES SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use.

In witness whereof _____ have hereunto set_____ this _____ day of_____ A.D., 2016.

ACKNOWLEDGMENT

ON THE _____ DAY OF _____, 2016 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____ IN SAID STATE OF UTAH, THE SIGNER( ) OF THE ABOVE OWNER'S DEDICATION, _____ IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC RESIDING IN _____

Narrative:

The purpose of this re-plat is to divide the original Lot 18 of All American Acres Subdivision into four (4) new lots. The overall boundary of the four lots is the same as the original Lot 18 as shown hereon.

LOCATED IN THE NORTHWEST QUARTER
OF
SECTION 26,
TOWNSHIP 26 SOUTH RANGE 22 EAST
SALT LAKE BASE & MERIDIAN

RED DESERT Land Surveying
4290 Zimmerman Lane
Moab, UT 84532
435.260.0104

Project	059-15
Date	3/4/16
Sheet	1 OF 1

COUNTY ENGINEERS APPROVAL

APPROVED BY THE GRAND COUNTY ENGINEER THIS

_____ DAY OF _____, 2016.

COUNTY COUNCIL APPROVAL

PRESENTED TO THE GRAND COUNTY COUNCIL THIS

_____ DAY OF _____, 2016.

SUBDIVISION APPROVED.

COUNTY CLERK

CHAIRMAN, GRAND COUNTY COUNCIL

COUNTY RECORDER NO.

STATE OF UTAH, GRAND COUNTY, RECORDED AT THE REQUEST OF

DATE _____ BOOK _____ PAGE _____ FEE _____

COUNTY RECORDER

RESOLUTION _____ 2016

RESOLUTION OF THE GRAND COUNTY COUNCIL APPROVING AN AMENDMENT TO LOT 18 ALL AMERICAN ACRES

WHEREAS, Alice K. McKennis and Kendra C. Ward (hereinafter referred to as "Applicant"), submitted an application for the amended of Lot 18 All American Acres Subdivision a parcel of land in Section 26, T26S, R22E, SLB&M, Grand County, Utah more specifically described as follows:

> Beginning at the southwest corner of said Lot 18, said point being North 64°09'52" East 1461.81 feet from the West Quarter corner of Section 26, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and running thence North 0°38'30" West 673.65 feet to the northwest corner of said Lot 18; thence South 89°46'18" East 325.96 feet to the northeast corner of said Lot 18; thence south 0°38'30" East 674.88 feet to the southwest corner of said Lot 18; thence North 89°33'22" West 325.98 feet along the North right of way line of Heather lane to the point of beginning. Contains 219,759 sq. ft. or 5.04 acres.

WHEREAS, All American Acres Subdivision Lot 18, a Parcel of Land in Section 26, R26S, R22E, SLB&M is zoned Rural Residential (RR) as defined in the Land Use Code;

WHEREAS, the Applicant submitted an application seeking to develop the subject property into four (4) lots;

WHEREAS, the application is being processed in accordance with the requirements of *Land Use Code Sec. 9.9.1 Replats and Exemption plats*, the proposed amended plat is fully compliant with applicable requirements;

WHEREAS, the applicants have applied for a drainage study waiver, pursuant to Grand Construction Standards. Grand County's contract engineer determined the request for drainage plan waiver is reasonable and a full drainage study is not necessary;

WHEREAS, the Grand County Planning Commission reviewed the application at a public hearing on May 11, 2016 and recommended approval with the condition that the County Engineer approve the drainage waiver; and

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the subject application in a public meeting on August 16, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Grand County Council that it does hereby approve Amended Plat of Lot 18 All American Acres Subdivision, as proposed.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 16th day of August 2016, by the following vote:

Those voting aye: _____
Those voting nay: _____
Those absent: _____

Grand County Council

ATTEST:

_____ _____
Diana Carroll, Clerk/Auditor Elizabeth Tubbs, Chair

DRAFT

Grand Water & Sewer Service Agency

3025 E Spanish Trail Rd ♦ PO Box 1046 ♦ Moab, Utah 84532
435-259-8121♦ 435-259-8122 fax

AGENCY MANAGER
Mark Sovine

OPERATING COMMITTEE
Dan Pyatt (President)
Gary Wilson (V President)
Brian Backus
Mike Holyoak
Tom Stengel
Rex Tanner
Dale Weiss

FORMING BOARDS:

SVW&SID
Gary Wilson (Ch)
Tom Stengel (V Ch)
Vacant (Treas)
Mike Holyoak (Clerk)
Dale Weiss

GCWCD
Dan Pyatt (Ch)
Jerry McNeely (V.Ch)
Brian Backus
Preston Paxman
Rex Tanner

GCSSWD
Gary Wilson (Ch)
Kyle Bailey
Mike Holyoak
Lynn Jackson
Rick Thompson

MEMORANDUM

TO: Mary Hofhine

FROM: Mark Sovine

SUBJECT: 4235 Heather Lane

DATE: January 28, 2016

CC: Greg McKennis

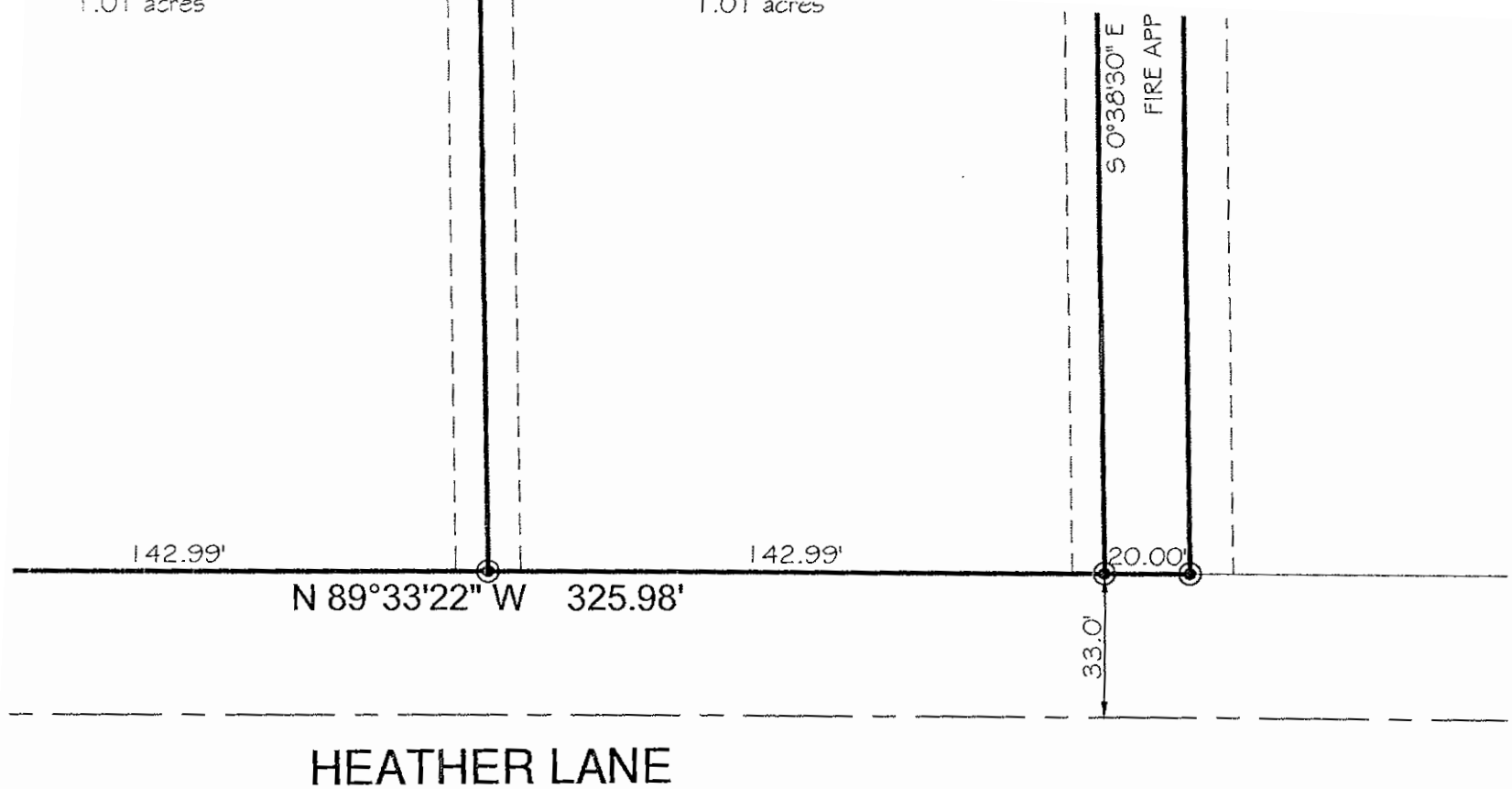
Mary,

GWSSA has reviewed the will serve request for 4235 Heather Lane and has available capacity for four new residential units.

The house located on Lot 3 is not connected to GWSSA water or sanitary sewer at this time. The property owner requested that the original home be allowed to remain on well and septic. GWSSA will refer to the County Sanitarian, Orion Roberts to make that determination. The house located on Lot 1 is already connected to GWSSA water and sewer.

Lot 2 shall connect via the new driveway west of Lot 4. Lots 4 and 5 will connect directly onto Heather Lane. Lot 3 will connect via the driveway to the east.

GWSSA will require no easements as a condition of approval for the amended plat.



LEGE

Existing

Proper

Sectic

Utility

Phillip Mosher / Chief 4-15-16
Moab Valley Fire Dep.

COUNTY ENGINEERS APPROVAL

APPROVED BY THE GRAND COUNTY ENGINEER TH

_____ DAY OF _____, 2016

_____

Questar Gas Company
2450 S Hwy 191
Moab, UT 84532

February 1, 2016

Greg McKennis
1270 Rd 240
Glenwood Springs, CO 81601

Dear Developer:

Re: Natural Gas Service Availability Letter

Natural gas can be made available to serve the future development located at 4235 Heather Lane in Moab, Utah when the following requirements are met:

1. Developer provides plat maps, drawings, construction schedules, average size of homes, units, and/or buildings that will be served by natural gas, and any and all other relevant information regarding commercial and residential uses, including but no limited to, proposed natural gas appliances (number and type of appliances per unit, homes, building).

2. Review and analysis by Questar Gas' Engineering and/or Pre-Construction Department to determine load requirements. System reinforcement requirements and estimated costs to bring natural gas to the development.

Upon completion of Questar Gas' review of the development's natural gas requirements, agreements will be prepared, as necessary, for high pressure, intermediate high pressure and/or service line extensions required to serve the development. These service extensions must be paid in advance.

To accommodate your construction schedule and provide cost estimates to you, please contact Monica Skowbo, 435-719-2491 at your earliest convenience.

Sincerely,

Shelley Fenn
Manager, Eastern Region

2162 West Grove Parkway
Suite #400
Pleasant Grove, Utah 84062
www.horrocks.com

HORROCKS ENGINEERS

Tel: 801.763.5100
Salt Lake line: 532.1545
Fax: 801.763.5101
In state toll free: 800.662.1644

July 28, 2016

Mary Hofhine, Development Coordinator
Grand County
125 E. Center
Moab, Utah 84532

Subject: Lot 18 All American Acres – Request for Drainage Plan Waiver

Dear Mary:

I have reviewed the revised and submitted documents dated May 17, 2016 and the request for a waiver of providing a drainage report for the Lot 18 All American Acres subdivision. Per Grand County Construction Standards Section 2.E requirements for a Waiver of Drainage Study and information submitted is listed below:

Sec. 2.E. Waiver of a drainage study requirements

1. A waiver of the drainage Study requirements will be considered when the following conditions exist:
   a. The amount of impervious surface will not be increased to more than 15 percent of the lot area and is less than 7,000 square feet. – Response: The applicant has revised the plan so that no more than 7,000 square feet of impervious surface will be constructed per lot. This condition has been met.

   b. The site is not characterized by unusual topography of drainage patterns. – Response: Review of the site and existing topography do not characterize any unusual drainage patterns. Topo map submitted

   c. The site does not lie within the boundaries of the 100 year floodplain or other significant floodplain or floodway. – Response: The preliminary FEMA Flood Plain Map has been prepared by Bowen and Collins Assoc. The mapping indicates that the subdivision is not within the 100 year flood plain.

Upon review of the submitted documents and submitted information the conditions have been met to grant a waiver of the requirement for a drainage study. The request for drainage plan waiver is granted. This subdivision creates 3 additional new building lots.

This review was for the waiver of drainage report and does not include a review of any other code requirement as they were not part of the information submitted.

Please contact me if you have questions or need more information.

Sincerely,
HORROCKS ENGINEERS

David Dillman, P.E.
Principal

cc: File

AGENDA SUMMARY GRAND COUNTY COUNCIL MEETING **August 16, 2016** Agenda Item: J	
TITLE:	Adopting proposed ordinance to amend Section 3.2.3 "Bed and Breakfasts" of the Grand County Land Use Code
FISCAL IMPACT:	Net positive
PRESENTER(S):	Community Development Department Representative

Prepared By:
ZACHARIA LEVINE
GRAND COUNTY COMMUNITY DEVELOPMENT DIRECTOR

FOR OFFICE USE ONLY:

Attorney Review:

N/A

STATED MOTION :

Move to adopt the proposed ordinance to amend Section 3.2.3 "Bed and Breakfasts" of the Grand County Land Use Code and authorize the Chair to sign all associated documents.

PLANNING COMMISSION RECOMMENDATION:

Approval

STAFF RECOMMENDATION:

Approval

BACKGROUND:

Bed and breakfasts represent unique land uses within Grand County's residential zone districts. The attached staff report and proposed ordinance outline several changes to the LUC in order to address noted adverse impacts, clarify aspects of the land use, establish a land use permit and associated fee, and detail the administrative review process. Planning commission reviewed the referenced draft ordinance in a public hearing on June 21, 2016.

ATTACHMENT(S):

1. Proposed Draft Ordinance
2. Citizen comment(s)

GRAND COUNTY, UTAH
ORDINANCE NO. ____, SERIES 2016

AMENDING USE SPECIFIC STANDARD SECTION 3.2.3 D. BED AND BREAKFAST OF THE GRAND COUNTY LAND USE CODE

WHEREAS, the Grand County Council (County Council) adopted the *Grand County General Plan Update* (General Plan) on February 7, 2012 with Resolution No. 2976;

WHEREAS, the County Council adopted the *Grand County Land Use Code* (Land Use Code) on January 4, 1999 with Ordinance No. 299 and amended February 19, 2008 with Ordinance No. 468 and amended for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, Grand County desires to amend *Use Specific Standard Section 3.2.3 D. Bed and Breakfast* of the *Grand County Land Use Code* by addressing adverse impacts associated with the use;

WHEREAS, the Grand County Planning Commission considered this item in a public hearing on June 22, 2016, at which time the Planning Commission recommended approval;

WHEREAS, the County Council considered this item in a public hearing held on August 2, 2016; and

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the amendment and has determined subsequent to said public hearing that the adoption of this ordinance is in the best interests of the citizens of Grand County, Utah.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF GRAND COUNTY, UTAH, THAT the Land Use Code is hereby amended by the repeal and re-enaction of *Use Specific Standard, Section 3.2.3 D. Bed and Breakfast*, to read as follows;

D. Bed and Breakfast

Bed and breakfast establishments shall comply with the standards of this section:

1. Applicant shall submit a site plan drawn to scale and clearly show the location and dimensions of existing and proposed structures, parking, access ways including driveways, and outdoor lighting.
    a. Bed and breakfast site plans shall be reviewed and approved by the building official, fire department, GWSSA, and health inspector.

2. There shall be a minimum perimeter separation of three hundred (300) feet between principal residential structures in all approved bed and breakfasts.

3. Lodging and breakfast may be provided for temporary overnight occupants in no more than 5 separate bedrooms for compensation. Guests may only occupy rooms that are designated as bedrooms in the residential construction plan.
    a. All guest rooms shall be located in the principal structure.

4. A full-time, on-site resident manager shall reside in the principal structure.

5. Bed and breakfast facilities shall meet the minimum performance standards for off-street parking as specified in Section 6.1, including reasonably expected extraordinary parking demands.
    a. On-street parking by bed and breakfast guests is expressly prohibited;
    b. Driveways and other access ways to the principal structure do not satisfy the off-street parking requirements for bed and breakfast guests.

6. One (1) sign shall be allowed, in accordance with the requirements of Section 6.5, Signs, of this LUC;

7. A restricted use covenant, provided by the Community Development Department, shall be signed and recorded by the owner prior to issuance of a business license for a bed and breakfast.

8. The zoning administrator may revoke a bed and breakfast permit if it is determined that:
    a. The applicant has misrepresented any material fact on his or her application, or supporting materials;
    b. The bed and breakfast fails or ceases to comply with applicable standards, conditions or criteria for issuance of a permit;
    c. The operation of the bed and breakfast violates any statute, law, ordinance or regulation; and/or
    d. The operation of the bed and breakfast constitutes a nuisance or poses a real or potential threat to the health, safety or welfare of the public.

BE IT FINALLY ORDAINED BY THE COUNTY COUNCIL that *Grand County Land Use Code Article 9 Common Procedure Section 9.1.5 Summary of Land Use Authority* is hereby amended by the addition of *Overnight Accommodations/Short Term Rentals* and *Bed & Breakfasts* to the list of Land Use Authority use review procedure as follows:

9.1.5 Summary of Land Use Authority

Land use authority for the respective land use review procedures is described below

SUMMARY OF LAND USE AUTHORITY		
Application Type	Land Use Authority	Reference
Interpretations of Text and Zoning Map	Zoning Administrator	Section 9.2.8
Zoning Map (Rezonings) and Text Amendments	County Council	Section 9.2
Sketch Plan	Planning Commission	Section 9.3
Preliminary Plat	Planning Commission	Section 9.4
Final Plat	County Council	Section 9.5
Minor Record Surveys	Zoning Administrator	Section 9.7
Recreational Subdivisions	County Council	Section 9.8
Replats and Exemption Plats	County Council	Section 9.9
Lot Line Adjustments	Zoning Administrator	Section 9.10
Conditional Use Permits	County Council	Section 9.11
Appeals of Administrative Decisions	Hearing Officer	Section 9.13

DRAFT

Variances	Hearing Officer	Section 9.14
Variances (in conjunction with Subdivision Review)	County Council	Section 9.14
Sign Permits	Zoning Administrator	Section 9.15
Temporary Use Permits	Zoning Administrator	Section 9.16
Site Plan Reviews	Zoning Administrator	Section 9.17
Zoning Development Permits	Zoning Administrator	Section 9.18
Building Permits	Building Official	--
Certificates of Occupancy	Building Official	Section 9.19
Overnight Accommodations/Short-term Rentals	Zoning Administrator	Section 4.6
Bed & Breakfasts	Zoning Administrator	Section 3.2.3

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 16th day of August 2016 by the following vote:

Those voting aye: _____

Those voting nay: _____

Absent: _____

ATTEST:

_____
Diana Carroll, Clerk/Auditor

Grand County Council

_____
Elizabeth Tubbs, Chairman

DRAFT

Bryony Chamberlain

From: Diane <moab3mutts@hotmail.com>
Sent: Thursday, August 04, 2016 4:14 PM
To: Grand County Council
Subject: Affordable housing issues

I would like to comment on this, as reported in the Times Independent, "the proposed amendment In addition to prohibiting on-street parking by guests and establishing a 300-foot boundary between bed and breakfast establishments...."

One question, though: Are AirBnB rentals considered "bed and breakfast establishments?"

1) Prohibiting street parking is no answer.
Many many people on my street (Arbor Drive, county not city) park on the street. One in particular parks on the inside curve, and sometimes there are cars parked on the opposite side of the street (some being residents, some being AirBnB renters); this makes for a very dangerous situation when another car goes around that curve.

I have a relatively new AirBnB rental next door to me. If people are not allowed to park on the street, they will be parking on the owner's property - which is not designated as a driveway and is much closer to my property. I've even had cars pull up next to their house and my fence to get shade in the afternoon. I (somewhat jokingly) asked the property owner if, when someone hit my fence (6' vinyl) - which is extremely likely, as there is very little clearance - if they would fix it. Of course, he said yes. I subsequently purchased some reflectors to put on the fence, as I'm sure it's just a matter of time before this happens. Sure, maybe they'll fix it; but it was installed by a company in Grand Junction....going to be a long time in fixing when that time comes. Parking on the street would eliminate this potential problem.

I don't see that this is going to solve much in the way of overnight rental problems.

2) The 300-foot boundary is only going to prohibit, in most cases, establishments from being right next door to each other. From one house, skipping one house, to the next is easily 300 feet in many neighborhoods.
I would prefer to see a restriction on how many such rentals could exist on, say, the length of a block (realizing that many blocks are different lengths).

Again, a quote from the T-I:
"Currently, bed and breakfasts need only a business license..."

3) Is the county actually enforcing this? Do all the AirBnB rentals actually have business licenses?

All that said (and I would appreciate answers to my questions), I am totally in support of whatever can be done to encourage affordable housing - not overnight rentals in a residential neighborhood!

Thank you for your time.

Diane Allen

Bryony Chamberlain

From: Cali Cochitta B&B <info@moabdreaminn.com>
Sent: Tuesday, July 12, 2016 9:54 PM
To: Grand County Council; zlevine@grandcountyutan.net
Subject: B&B's in the county

To whom this may concern,

We are very concerned B&B owners that are very frustrated with the county allowing B&B's to go up anywhere and everywhere in county residential areas. As for the proliferation of B&Bs in the County, We've heard concerns echoed by many other people also. Do you know what the County Community Development plan is to stop the over growth of B&B license permits being issued and also some that are pretending to be a B&B but doing nightly rentals? As well there is not a quality control standard in place to monitor these places which in turn gives reputations of staying at B&B's (legitimate hard working businesses) a bad name.

Kindly,
David & Kim Boger
Cali Cochitta B&B

Bryony Chamberlain

From: george weil <georgeredmoon@gmail.com>
Sent: Thursday, August 11, 2016 11:35 AM
To: Grand County Council; Desert Hills B&B, Moab Utah; Lisa De Rees
Subject: New proposed regulations for Bed and Breakfasts, and nightly rentals.

Dear Council Members,

I respectfully request that the discussion of the proposed regulation changes for Bed and Breakfasts remain open.
I saw in the Times Independent the proposed changes to regulating Bed and Breakfasts. There was a public meeting on August 2, and the public was given until August 10, 5pm to respond. It seems very unfair that the public response period was so short. The Times-Independent indicated there was "little discussion" regarding land use permit requirements. Something this major needs public input. I have numerous questions:
What prompted these proposed changes? How many regulations have been violated, and how many complaints have been received? I have not heard of any issues in regards to Bed and Breakfasts. Being a BnB owner, I know from experience that our guests are almost always thoughtful and considerate.
Why is it necessary to have additional oversight?
And why the onerous fee of $500?
My property taxes went up $1500 after I opened, and I sent in over $11000 in transient room tax/sales tax last year, my first year open. I have certainly generated money for the county.
And what about the 300ft boundary? I don't think Levine is grounded in realty when he suggested that, "you could end up with a neighborhood block that's all bed and breakfasts."
Many residents of Moab and Grand County struggle to survive with multiple jobs. Renting out rooms is the only way many can survive financially. Why hit people in survival mode a penalty of $500 annually
Levine said, "given the profit potential associated with them". Talk with the BnB owners. We all work hard to survive, with little time off in the season. These are not "cash cows". We are in survival mode.

Kind Regards,
George Weil
Red Moon Lodge
2950 Old City Park
Moab, Utah 84532
512-565-7612
redmoonlodge.com

Bryony Chamberlain

From: Moabdreaminn <info@moabdreaminn.com>
Sent: Thursday, August 11, 2016 8:45 PM
To: Grand County Council
Subject: Question about the B&B & nightly rental $500.00 annual fee

We read the information in the Times Independent. Is this $500.00 fee you are voting on for County B&B's and nightly rentals or does this include City locations also?

Kim Boger
Cali Cochitta B&B
(435)259-4961
info@moabdreaminn.com
www.moabdreaminn.com

Bryony Chamberlain

From: Lisa De Rees <lisa.derees@gmail.com>
Sent: Thursday, August 11, 2016 9:48 PM
To: Elizabeth Tubbs; Jaylyn Hawks; Mary McGann; Chris Baird; Grand County Council
Subject: Land use for Bed and Breakfasts

Dear Elizabeth, Jaylyn, Mary, Chris, Ken, Lynn, and Rory,

This was brought to my attention today on short notice between August 2, 2016 and 9 days later, just before a vote.

Last year I discovered I qualified for a Bed and Breakfast License in my neighborhood. I took all the necessary steps to be licensed and registered. In the application I was instructed to agree that I would provide off street parking. I list **one** room in my home and I have two spaces for off street parking. Myself, I park in the garage.

As a single parent raising two sons, living in Moab for 22 years, working several service jobs, (currently I have 4 part time jobs) and no benefits, I still struggle to make ends meet. The opportunity to legitimately offer **one** room and call it a bed and breakfast has saved my life. I was ready to pack up my bags, sell my home and move to some other place, with no job, in a new community at age 54. My income has been below the median household since I moved here in 1994. I have managed this far and the bed and breakfast license affords me an opportunity to keep up with the necessary repairs and maintenance on my 14 year old home. I am much happier knowing I can stay in Moab and not have to move away from friends and family. I do my best to live within my means and I am grateful, everyday, I have some extra income from the **one** room. This is not a get rich business.

I feel your proposed land use code change is **very unfair.** I feel that bed and breakfasts are being singled out and Mr. Levine is making an assumption about the profit potential. I am compliant with the off street parking. All the homes around me are single and multi family homes, and some have as many as 4 or more cars parked in the street per dwelling. Who regulates them to preserve the neighborhood I live in?

How will requiring a $500 land use permit help encourage affordable housing if it is going to be used to enforce off street parking?

This year I will be paying approximately 25% more property taxes, plus paying transient room tax and sales tax as a business owner. This is not a get rich business.

I feel very blessed to live in Moab this long, as the longest place I have ever lived. This is my home and hope you will consider a different source of revenue to encourage affordable housing and not single out bed and breakfasts.

Thank you for listening.

Lisa De Rees
Bed & Breakfast On Pack Creek, LLC
435-260-9678

Bryony Chamberlain

From: M. Tiger Keogh <mtigerkeogh@gmail.com>
Sent: Friday, August 12, 2016 11:54 AM
To: Elizabeth Tubbs; Ken Ballantyne; Zacharia Levine; Jaylyn Hawks; Grand County Council; Mary McGann; Chris Baird; Rory Paxman; Lynn Jackson
Subject: B & B's in Grand County

Dear Council & Mr. Levine,

Thanks for your work to strengthen the overnight rental regulations in Grand Council - & all the other work you generously do for we residents.

I am the owner of a B & B on Old City Park Rd. & want to invite all of you to swing by my place ANYTIME & check out what we offer to guests (in a very low impact way). 2850 Old City Park Rd. is our address; we are here nearly all the time - at the south end of the Park.

I am encouraging the owners of the five other B & B's in the Old City Park area to welcome you, as well. I'd like for you to see for yourselves how healthy these establishments can be for a neighborhood.

Also, I am sincerely wondering if there have been problems with some of the B & B's in Grand County -- why the need to tighten regulations now? I hope you'll also work to tighten up & enforce the codes pertaining to junky yards in Spanish Valley.

Hope to see you all soon,

Tiger Keogh & Terry Carlson
801-541-7314

Sent from Tiger Keogh

Bryony Chamberlain

From: george weil <georgeredmoon@gmail.com>
Sent: Friday, August 12, 2016 2:16 PM
To: Grand County Council
Subject: Proposed changes for Bed and Breakfast Establishments

Dear County Council Members,

I have done my homework since my email to you yesterday. And I have found out that these proposed changes will only impact Bed and Breakfasts and not overnight rentals. You can't believe everything you read!
I talked with Mary Hofhine today and she was very helpful. And that the new fees do not impact current Bed and Breakfasts. She stated there are only **15 licensed Bed and Breakfasts in the county**. Certainly not, at least at this time, enough Inns to fill whole blocks. Mary indicated that the regulations were preemptive; a desire to have in place tools to deal with those in violation in the future. It seems the main issues are licensed Bed and Breakfasts without owner or employee occupants. Mary said there are over 400 listings on AirBnB. **Has anyone determined if these are all licensed?**
I would suggest that legitimate Bed and Breakfast are not an undesirable item in neighborhoods. People who rent rooms as Bed and Breakfasts have to make improvements to their landscaping and structures to attract guests. Most are only renting a room. And as a general rule BnB guests are great additions to any neighborhood. Since I opened last year, I have had about a 1000 guests come through Red Moon Lodge, and have had no issues. I would much rather have a BnB next door than junk cars or a party house, which obviously are more common.
If there are only 15 licensed Bed and Breakfasts in the county, do we really need to separate them by 300 ft. Renting out a room in your home and running a bed and breakfast is a source of income that would allow some people a modest supplement to their income, and the money stays local, unlike all of the large hotels.
There doesn't seem to be a need at this time to introduce changes to regulate Bed and Breakfasts.
Thank you for your consideration.

Kind Regards,
George Weil
Red Moon Lodge
2950 Old City Park
Moab, Utah 84532
512-565-7612
redmoonlodge.com

AGENDA SUMMARY GRAND COUNTY COUNCIL MEETING **August 16, 2016** Agenda Item: K	
TITLE:	Adopting proposed ordinance to amend Section 3.3.2D "Employee Housing" of the Grand County Land Use Code
FISCAL IMPACT:	Net positive
PRESENTER(S):	Community Development Department Representative

Prepared By:
ZACHARIA LEVINE
GRAND COUNTY COMMUNITY DEVELOPMENT DIRECTOR

FOR OFFICE USE ONLY:

Attorney Review:

N/A

STATED MOTION :

I move to adopt the proposed ordinance approving the amendment to section 3.3.2D "Employee Housing" of the Grand County Land Use Code (LUC) and authorize the Chair to sign all associated documents.

PLANNING COMMISSION RECOMMENDATION:

Approval

STAFF RECOMMENDATION:

Approval

BACKGROUND:

Grand County is addressing barriers and constraints to affordable housing by amending its land use code. The proposed amendments follow several discussions and workshops involving the County Council, Planning Commission, and Interlocal Housing Task Force. The proposed amendment includes additional allowances for on-site employee housing in the form of RV/travel trailers. The standards proposed generally follow the same standards governing commercial RV/Campgrounds. Due to the nature of Grand County's dependence on seasonal, tourism-related employment, the proposed amendments are suggested as one of many solutions to the County's affordable housing challenge.

ATTACHMENT(S):

1. Proposed Draft Ordinance

GRAND COUNTY, UTAH
ORDINANCE NO. ____, SERIES 2016

AMENDING USE SPECIFIC STANDARD SECTION 3.3.2. D. EMPLOYEE HOUSING ACCESSORY OF THE GRAND COUNTY LAND USE CODE

WHEREAS, the Grand County Council (County Council) adopted the *Grand County General Plan Update* (General Plan) on February 7, 2012 with Resolution No. 2976;

WHEREAS, the County Council adopted the *Grand County Land Use Code* (Land Use Code) on January 4, 1999 with Ordinance No. 299 and amended February 19, 2008 with Ordinance No. 468 and amended for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, Grand County desires to amend *Use Specific Standard Section 3.3.2 D. Employee Housing, Accessory* of the *Grand County Land Use Code* by allowing employee housing associated with non-residential principal use on a commercial site, for a formal RV/travel trailer spaces for use by the business to accommodate employee housing;

WHEREAS, the Grand County Planning Commission considered this item in a public hearing on June 22, 2016, at which time the Planning Commission recommended approval;

WHEREAS, the County Council considered this item in a public hearing held on August 2, 2016; and

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the amendment and has determined subsequent to said public hearing that the adoption of this ordinance is in the best interests of the citizens of Grand County, Utah.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF GRAND COUNTY, UTAH, THAT the *Grand County Land Use Code* is hereby amended by the repeal and re-enaction of *Use Specific Standard*, *Section 3.3.2 D. Employee Housing, Accessory*, to read as follows;

3.3.2. D. Employee Housing, Accessory

Accessory employee housing shall comply with the following standards:

1. Such housing shall be accessory to otherwise allowed nonresidential, principal uses.
2. Accessory employee housing shall be restricted in accordance with the requirements of Sec. 6.14.
3. Use of the employee housing by persons who are not so employed or for short-term accommodations shall be expressly prohibited.
4. Such housing shall not be sold separately.
5. Each employee housing unit shall be limited to 1200 square feet in area.

Additionally

Accessory employee housing may be accomplished with the addition of up to five (5) RV sites, to the otherwise allowed non-residential principal use, and shall comply with the following standards:

1. The use and occupancy of the RV sites is hereby limited exclusively to such employees who are employed by principle commercial use of the parcel; and.
2. Structures are limited to RVs, travel trailers, truck campers, small cabins (traditional KOA- style), or like structures intended for seasonal, on-site accommodations;
3. All structures shall, at a minimum, meet the ANSI and NAFPA minimum standards;
4. No on-site tent camping or yurts will be allowed;
5. Each RV/travel trailer space shall be at least 800 square feet;
6. Parking shall be provided adjacent to the RV/travel trailer site or available on the commercial lot as extraordinary parking, pursuant to the parking requirements of this LUC; and,

7. Each space shall be served by public water and sewer; or
8. The site shall have a public water and sewer facility (e.g. shower house).

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 16th day of August 2016 by the following vote:

Those voting aye: _____

Those voting nay: _____

Absent: _____

ATTEST:

_____
Diana Carroll, Clerk/Auditor

Grand County Council

_____
Elizabeth Tubbs, Chairman

DRAFT

AGENDA SUMMARY GRAND COUNTY COUNCIL MEETING **August 16, 2016** Agenda Item: L	
TITLE:	Adopting proposed ordinance to amend Sections 5.4.1 "Residential Development Standards" and 6.10 "Compatibility Standards" of the Grand County Land Use Code
FISCAL IMPACT:	Net positive
PRESENTER(S):	Community Development Department Representative

Prepared By:
ZACHARIA LEVINE
GRAND COUNTY COMMUNITY DEVELOPMENT DIRECTOR

FOR OFFICE USE ONLY:

Attorney Review:

N/A

STATED MOTION :

Move to adopt proposed ordinance to amend Sections 5.4.1 "Residential Development Standards" and 6.10 "Compatibility Standards" of the Grand County Land Use Code and authorize the Chair to sign all associated documents.

PLANNING COMMISSION RECOMMENDATION:

Approval

STAFF RECOMMENDATION:

Approval

BACKGROUND:

In the context of affordable housing, land use efficiency is essential to maximizing the utilization of limited developable land. The Project Boundary Buffer and Compatibility Standards of the LUC limit the potential to develop higher density subdivisions in areas of the County where different zone districts abut. The attached staff report and proposed LUC amendments will enable more efficient land use with minimal impacts on existing neighborhoods or quality of life experienced by County residents. This particular set of code amendments follows the recommendations of the Interlocal Housing Task Force and workshops conducted by the County Council and Planning Commission. Planning Commission held a public hearing on June 22, 2016 and voted to forward a favorable recommendation to the County Council.

ATTACHMENT(S):

1. Proposed Draft Ordinance
2. Citizen Comment(s)

GRAND COUNTY, UTAH
ORDINANCE NO. ____, SERIES 2016

AMENDING SECTION 5.4.1 RESIDENTIAL DEVELOPMENT STANDARDS AND SECTION 6.10 COMPATIBLITY STANDARD OF THE GRAND COUNTY LAND USE CODE

WHEREAS, the Grand County Council (County Council) adopted the *Grand County General Plan Update* (General Plan) on February 7, 2012 with Resolution No. 2976;

WHEREAS, the County Council adopted the *Grand County Land Use Code* (Land Use Code) on January 4, 1999 with Ordinance No. 299 and amended February 19, 2008 with Ordinance No. 468 and amended for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, Grand County desires to amend *Section 5.4.1 Residential Development Standards and Section 6.10 Compatibility Standards* of the *Grand County Land Use Code*, in order to use land efficiently, to achieve compact development for affordable housing and manageable infrastructure maintenance costs;

WHEREAS, the Grand County Planning Commission considered this item in a public hearing on June 22, 2016, at which time the Planning Commission recommended approval;

WHEREAS, the County Council considered this item in a public hearing held on August 2, 2016; and

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the amendment and has determined subsequent to said public hearing that the adoption of this ordinance is in the best interests of the citizens of Grand County, Utah.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF GRAND COUNTY, UTAH, THAT the Land Use Code is hereby amended by the repeal and re-enaction of *Section 5.4.1 Residential Development Standards and Section 6.10 Compatibility Standards* of the *Grand County Land Use Code*, to read as follows;

5.4.1 Residential Development Standards

B. Project Boundary Buffer

1. Project boundary buffers are intended to provide a suitable transition between the proposed subdivision and adjacent development. Buffers are required along all sides of the proposed subdivision that share a boundary with a protected zone district, excluding arterial or collector streets. On each edge, the project boundary buffer shall be 20 feet or the proposed building height, whichever is greater.
2. Buffer width shall be measured perpendicular to the property lines that define the project area.
3. Development projects may include a mix of housing types as set forth in Section 3.1, Use Table, so long as the development complies with the maximum density requirement of the underlying base district (See Section 5.4.1A).

Section 6.10 Compatibility Standards

6.10.1 Purpose

The compatibility standards of this section are intended to preserve and protect residential uses and neighborhoods by ensuring that new development and redevelopment is compatible with the character of the area in which it is located.

A. Applicability

Compatibility standards shall apply to all multi-family residential and all nonresidential development when it occurs within 50 feet of the lot line of any property located in one (1) of the following protected zone districts (Protected Zone Districts): Small Lot Residential (SLR), Large Lot Residential (LLR), or Rural Residential (RR).

B. Buffer and Screening Standards

1. Nonresidential and multi-family residential development, including off-street parking areas associated with such development, shall be screened from property in a Protected Zone District pursuant to Section 6.10.1A, above, or that contains a single-family or duplex use. Such visual screening shall be accomplished through siting and layout, the use of opaque fences, vegetative buffers, and berm(s) or a combination of such techniques along the lot line that is adjacent to property in a Protected Zone District pursuant to Section 6.10.1A, above, or that contains a single-family or duplex use.
2. Mechanical equipment and outdoor storage shall be completely shielded from view of property in a Protected Zone District pursuant to Section 6.10.1A, above, or that contains a single-family or duplex use by an opaque fence or wall that is at least one (1) foot taller than the site feature being screened from view, provided that this provision shall not be interpreted as requiring screening fences or walls to be taller than 10 feet. Fences, walls and buffers must comply with all other applicable zoning requirements.

C. Dumpsters and Solid Waste Receptacles Setbacks

Dumpster and solid waste receptacles shall be set back at least 20 feet from the lot line of property in a Protected Zone District pursuant to Section 6.10.1A, above, or that contains a single-family or duplex use. Dumpsters and receptacles shall be completely screened from view of adjacent property in a Protected Zone District pursuant to Section 6.10.1A, above, or that contains a single-family or duplex use by opaque fence or wall that is at least one (1) foot taller than the dumpster or solid waste receptacle.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 16th day of August 2016 by the following vote:

Those voting aye: _____

Those voting nay: _____

Absent: _____

ATTEST:

_____
Diana Carroll, Clerk/Auditor

Grand County Council

_____
Elizabeth Tubbs, Chairman

DRAFT

Dear Council Members, 7/21/2016

We are very concerned about the changes to the County Land Use Code (LUC) being proposed by the Planning Commission. I am referring to proposed changes to LUC Sec. 5.4.1 B. Project Boundary Buffer and Sec.6.10 Compatibility Standard.

The current LUC specifies a 50 foot buffer strip around the perimeter of subdivisions to protect the privacy of homeowners with adjacent properties. Currently, developers have the option of reducing this buffer zone to 25 feet if they provide a privacy wall. The code specifies that homes may not exceed 28 feet in height unless setback at least 150 feet from the subdivision perimeter. These codes were created to provide protections for established neighborhoods in our County. The language used in the LUC is "Protected Zone Districts", referring specifically to SLR, LLR, and RR.

The proposed amendments to the code reduce the buffer zone to 20 feet. They eliminate the requirement for a privacy wall. They increase the maximum building height from 28 to 35 feet. They eliminate the 150 feet setback for taller buildings. We understand that Mr. Levine would like to see buffer zones and setbacks held to 20 feet maximums even if building heights go to 35 feet and above.

We believe that these changes will erode the peacefulness, the character, and the property values of existing neighborhoods. We believe that they will serve to enrich the few, at the expense of many resident families. We can see little if any benefit to the community at large, since these changes are not being used as incentives for developers to build affordable housing. We disagree with Zacharia Levine in his position that the current LUC's protections are "excessive". We don't see the current LUC as inhibiting growth or development.

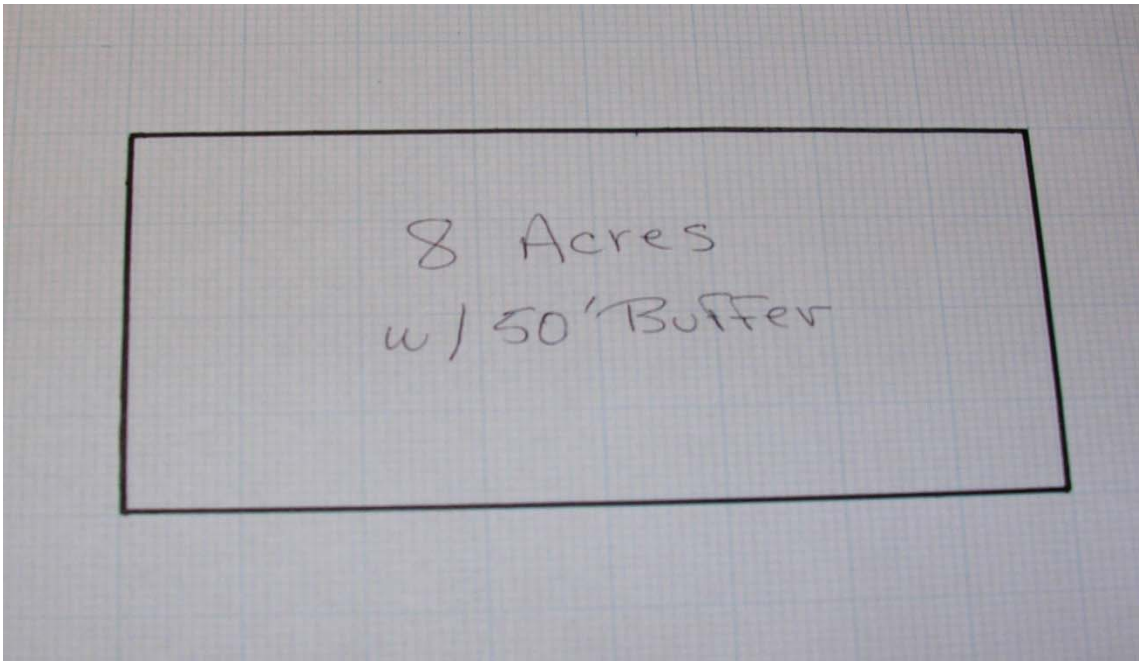
If there is some specific circumstance in which these protections should be modified for the good of the community, let the developer ask for a variance. Perhaps these matters can become bargaining points to encourage the inclusion of affordable housing. But let us not offer developers a carte blanche with no reciprocal benefit to the community. Let us hold on to the LUC that has been wisely structured to preserve some measure of breathing room. In the end, we want a community that is fit to live in, not one that has efficiently crammed as many dwellings as possible into the space available.

We welcome newcomers, but not when their new homes tower above us blocking out everything except the bit of sky above their roofs, allowing them to peer down from 2nd or 3rd story windows into what used to be our private decks and yards. Approve these changes and that is what will happen to many residents.

Parts of our community are already at odds with each other: Newcomers VS Long-term Residents. Liberals VS Conservatives. Progressives VS Traditionalists. Pro Tourism VS Pro Extractive Industry. If the current protections designed into our LUC are eroded, what increase can we expect in the level of discord/ resentment within our neighborhoods? Breathing room makes good neighbors and sometimes so do 6 foot fences. Resident families have poured their life savings/energies into their homes & neighborhoods. They have done so trusting their local government to keep the commitments/promises made in the LUC to protect those homes and neighborhoods. These protections were created with much thought and much community input. Now we are asking you, to honor those promises made to people of this county. Please note PICs & diagrams that follow!

Bonita & Ken Kolb 3649 Kerby Lane Spanish Valley

Scaled drawings: The black border represents the 50 foot buffer zone, specified in the current LUC. Does this look “excessive” to you?



New Home (under 20’ in height) viewed from 50’. This represents 50’ for separation between homes: 20’ buffer + 10’ (backyard setback) adjoining new home, and 20’ setback on established neighbor’s side. This will be the resulting separation in SLR zone if proposed changes are approved. LLR zone & RR zone will have an additional 10’ of separation. IMAGINE A **75%** INCREASE IN HEIGHT WITH NO ADJUSTMENT OF BUFFER ZONE! YIKES!

Same home (below) viewed from 80’: Separation required by current code. This represents 50’ buffer + 10’ (backyard setback) on New Home and 20’ setback on neighbor’s side.

Bryony Chamberlain

From: Kenneth Kolb <kenkolb@earthlink.net>
Sent: Friday, July 29, 2016 6:53 PM
To: Grand County Council
Subject: Grand County Land Use Code; Proposed Changes

Dear Council Members,

I am writing to express my opposition to the proposed changes to the Grand County Land Use Code (LUC), Sections 5.4.1.B and 6.10 (per the June 22, 2016 letter to the Grand County Planning Commission). These changes reduce the current project boundary buffer zones for new subdivisions from 50' to 20' and increase allowable structure heights from 28' to 35'.

I would prefer to appear before you at the council meeting, but unfortunately I will be out of town when this is scheduled. Please read this with the visual image of me standing in front of you, imploring you to consider the consequences to our community at large.

My objection to the changes is quite simple; to preserve the country-style living that brought me to Moab in the first place. My wife and I bought property 5 miles outside of town in a rural residential neighborhood. We knew that property adjacent to us could be developed, but we felt the existing codes for setback, height, and buffer zone would be acceptable. To now learn that there is an effort that not only unilaterally reduces the spacing between new and old neighborhoods, but also allows for an increase in the height of new structures, is quite shocking. What is being jeopardized here is the view and the "elbow room" we expect in a rural neighborhood. Make no mistake about it; the spectacular views seen from various locations in Spanish Valley are highly valued by the local residents. To unilaterally compromise this with taller buildings pressed closer and closer is inexcusable.

I recognize and appreciate the fact that there is limited land available for development in Grand County and we do want to allow for continued growth. However, I seriously doubt that reducing or eliminating a buffer zone will result in any significant increase in the number of homes that are built. Without having the actual details in hand, it seems to me that most of the developable land is found in small plots of land (20-30 acres) with irregular shapes. Adding 60' to two adjacent sides (obtained by decreasing the buffer from 50' to 20') is hardly enough to build a house on. With 20' setback on RR and LLR, a home could only be 20' wide! I would argue that most of the land gained by the proposed changes would simply be used to make larger lots resulting in larger homes, but NOT increasing the total number of homes.

I can visualize situations where the proposed changes would be of value while not affecting the pre-existing neighborhood. However, rather than address this with the proposed carte blanche change to the LUC, it would make more sense to require the developer to apply for a variance. I realize that variances are not popular, but I believe it would be far more equitable than compromising the expectations of your constituents and longtime local residents.

In summary, I truly believe that the proposed changes to the LUC could dramatically and permanently affect the quality of life for an unfortunate few whereas the benefit is highly debatable.

Thank You!
Kenneth Kolb

Bryony Chamberlain

From: Lisa <lisaalbert5@yahoo.com>
Sent: Tuesday, August 02, 2016 11:05 AM
To: Grand County Council
Subject: Changes being considered

Dear Council,
I whole heartedly agree with the attached letter from Bo & Ken Kolb. They have put a lot of thought and work into this document. As our community continues to grow I also believe that space between neighbors is not only what makes us a great town but is mandatory to remain a great town.
We are all feeling the pressure of new housing as well as so many visitors for more of our year. We all need room to breath and be. It's why we moved here 20 years ago. Please help preserve what we still have.
Sincerely, Lisa Albert
Sent from my iPhone

HOUSING AUTHORITY OF
SOUTHEASTERN UTAH
SERVING GRAND AND SAN JUAN COUNTY

Main Administrative Office
321 East Center Street
Moab, UT 84532
Phone (435) 259-5891 Fax (435) 259-4938
TTY (800) 346-4128
Email: hasu@frontiernet.net

8/4/16
To: Grand County Council
RE: Public Comment - Buffer and Compatibility Requirement

First off, I'd like to thank the Council for undergoing land use code initiatives that will facilitate the further development of housing in Grand County, affordable and otherwise. I'm writing to voice my support for your approval to amend *Section 5.4.1B "Project Boundary Buffer"* and *6.10 "Compatibility Standards"* to **reduce project boundary requirements to 20 feet.** Our organization concurs with the Grand County Community Development staff that a 20 ft buffer, not the maximum height of the building, should be used in developments with adjacent zones of lower density.

HASU appreciates that the County and Planning Commission have realized that a 50 ft buffer requirement may be burdensome to affordable housing development and that changes to the LUC are needed. In fact, HASU has had to halt affordable housing developments due to the current regulation. We respect the needs of adjacent land owners and feel that the 20 ft buffer (coupled with the adjacent landowners' setback) is adequate both to conserve rural feel in Spanish Valley as well as to remove impediments to developing affordable housing. As has been stated many times, increasing land use efficiency in the County is one of the most important initiatives to furthering housing development.

Promoting density and other land use efficiency measures, such as this one, will help organizations like ours continue to develop affordable housing for Grand County residents. Its support from the Interlocal Housing Task Force, local developers and the Grand County Planning Commission shows that this could have an immediate impact on land use and housing development, to which we can all agree, is desperately needed. Thank you for your consideration in reducing the project boundary requirement to 20 feet. HASU looks forward to more affordable housing developments in the future should this measure be passed.

Sincerely,

Benjamin Riley
Executive Director
Housing Authority of Southeastern Utah

RECEIVED
AUG 08 2016
BY: KW

Grand County Council

Concerning 5.4.1 Residential Development Standards.

We appreciate your thoughtfulness and hard work in considering the code changes to boundary buffers.

We would appreciate your vote for the 20 ft. buffer.

We are concerned about the height restriction and having to add to the length of the buffer zone if someone wanted to build a two story home, (28 ft).

Since building up is much cheaper than having a large home on one level.

With a 20 ft. buffer the houses on the adjoining property would be 40 ft. apart.

For example, if a residential zone adjoined a commercial zone the height of the building on the commercial zone could be 35 ft. with a 40 ft. set back.

Our understanding for the change to the buffer zone is due to the limited amount of land to develop in Grand County. By allowing for more compact development it would maximize the small amount of private land that exists.

We feel the 20 ft. buffer would satisfy the needs of all property owners with out any more restrictions.

Respectfully,

Ned Dalton

Betty Dalton

Ned &/Betty Dalton
2720 East Bench Rd.
Moab, Utah 84532

Gary Blackburn

To: etubbs@grandcountyutah.net; jhawks@grandcountyutah.net; cbaird@grandcountyutah.net; mmcgann@grandcountyutah.net; ljackson@grandcountyutah.net; trooperball@hotmail.com; rpaxman@grandcountyutah.net; council@grandcountyutah.net

Subject: Proposed amendment to Sections 5.4.1B "Project Boundary Buffer" and 6.10 "Compatibility Standards" of the Grand County Land Use Code

Dear Commissioners,

This communication is further to my comments made in the public hearing on August 2, 2016 at the County Council meeting. I appreciate the opportunity to comment further regarding the proposed changes to the Land Use Code.

The Council clearly recognizes that Grand County has a need for additional Affordable Housing. I would like to point out that Affordable Housing, as it is being defined by the County, addresses only one segment of the need for housing – the low-income segment. There is an equal need for "more affordable housing" for middle income residents of Grand County. The tourism boom in the county has created jobs not only for the maids, waitresses/waiters, and gas station attendants, but also for the motel managers, restaurant managers, and gas station managers.

The proposed changes to the Land Use Code (LUC) will remove a clear obstacle to the development of more affordable housing for both the low-income and middle-income residents of Grand County.

As you are aware, the current LUC places restrictions when a small-lot parcel (up to 5 lots per acre) is developed adjacent to a large-lot parcel. The developer is required to either (a) develop one-half acre lots, (b) dedicate a 50-foot buffer strip of HOA-owned land, or (c) dedicate a 25-foot buffer strip of HOA-owned land with a 6-foot high, split-faced masonry wall (with foundation). The economic impact of any of these options is considerable and has likely limited land development of "more affordable housing" in Grand County.

As an example, consider the situation where a developer proposes to subdivide a 6-acre rectangular parcel (400 ft. x 653 ft.) that has a 400-foot frontage on an arterial street and is bordered by adjacent parcels zoned as LLR or RR. The parcel is zoned as SLR which allows up to 5 lots per acre. LLR and RR have minimum lot sizes of one-half and one acre, respectively. The current LUC Section 5.4 requires that one of the three options, (a), (b), or (c), above, be implemented by the developer.

As shown in the figure below for option (a), the required <u>one-half acre lots</u> on the LLR or RR borders entirely fill the 6-acre parcel, leaving barely enough space for a 50-foot wide road and cul-de-sac for access (see Figure 1a). No small lots, for which the parcel is zoned, can be developed; whereas approximately 26 lots could be developed at the SLR zoning density.

For LUC option (b), the <u>50-foot buffer strip</u> consumes 1.84 acres of the 6 acres available (31%). As shown in Figure 1b, only 10 SLR lots can be developed on the 6-acre parcel, rather than the 26 for which the parcel is zoned. For access to the lots, the developer is also required to build a public road. The result: only three acres of lots can be developed on the 6-acre parcel – either economically unfeasible or the developer must charge buyers a premium to build "more affordable housing."

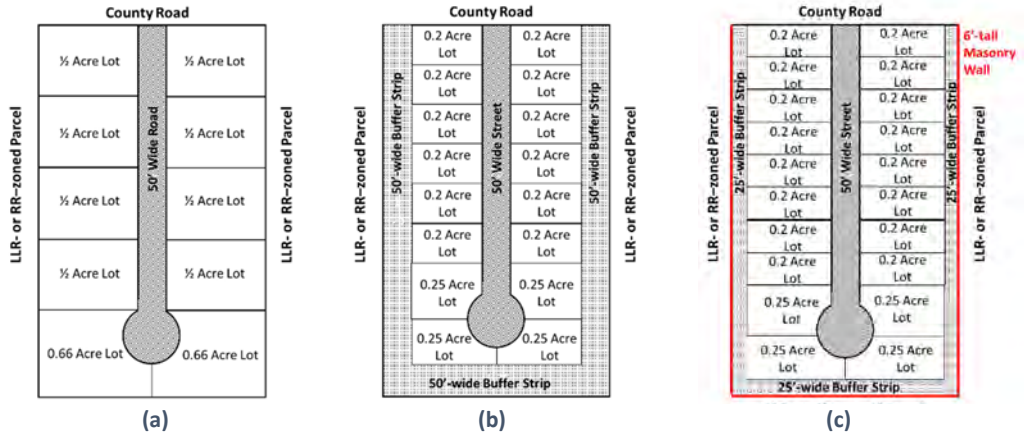


Figure 1. Example of 6-acre parcel subdivided in accordance with LUC SLR boundary requirements.

For LUC option (c), the 25-foot buffer strip consumes only 0.92 acres and 20 lots can be developed. However, the cost to build a 6-foot masonry wall around the parcel perimeter is prohibitive. Typical construction costs for a masonry wall are $20-$29 per square foot[i]; the masonry wall shown in Figure 1c would cost $200,000 to $300,000. While this option (c) nearly achieves the desired SLR density, the cost is prohibitive, roughly doubling the land development cost of the subdivision.

Different parcel sizes and geometries would present different, but similar, issues to developing higher density, more affordable housing. The issues would be minimized for very large parcels; however, the tone of the Grand County General Plan seems to discourage large housing developments in the county.

There is surprisingly little SLR-zoned property in Grand County. It is likely that potential developers recognize the economic impact of the current LUC restrictions and have abandoned plans to develop and have not requested the County to re-zone land for SLR development.

I have presented here the economic impact of the current LUC restriction. I hope it is apparent to the Council that the economic impact is "paid" by the small-lot owners while the benefit is enjoyed by the large-lot owners. It seems more fair that, if the large-lot owners want to be buffered from the small-lot parcels, the economic impact should be borne by the large-lot owners.

I urge the commissioners to support the proposed changes to the LUC. I further urge the commissioners to delete the language requiring that the minimum set-back be based on building height. The provision again adversely impacts the ability to keep housing more affordable. Further, this would create ambiguity in the LUC as other paragraphs in the code only require a 20-foor setback. The LUC should be kept clear and concise to avoid future disagreement and potential litigation.

Again, thank you for the opportunity to present my thoughts regarding the proposed amendments to the Land Use Code.

Sincerely,
Gary and Debbie Blackburn

[i] http://www.homewyse.com/services/cost_to_install_masonry_wall.html

8/12/2016

Dear Council Members,

I'm writing to you in support of the draft Assured Housing Ordinance. The draft is just that, a flexible place to begin. We believe it is an excellent beginning. The basic principles are very sound & hold the promise of an **effective** response to our affordable housing problem. Understandably, you may have concerns that these measure could discourage growth. We believe the response on the part of entrepreneurs will be to move ahead and pass on a portion of the increased costs to their customers. The external market's hunger for what we have to offer, is great enough to tolerate these increases. These expenses will come to be seen as part of the cost of doing business, as they are in other resort communities.

Yes, this may contribute somewhat to rising home prices, but it is likely that the external market will drive up those prices regardless. We should be able to live with those increases. Our average resident home buyer does have to invest more to get into a home. Once they do, the increasing prices may help them to build equity more rapidly than they could in many other locations. What is vital is that we provide decent housing for our service industry workers, their families, and others of modest incomes. We are convinced that the approach outlined in the draft Assured Housing Ordinance will do just that.

We have tried incentivizing, persuading, cajoling, hoping, praying, with far too little success. Each development that breaks ground without contributing to an effective solution puts us "further behind the 8 ball." We hope that each of you will seriously consider the merits of this approach from a pragmatic point of view whether you are a "big government person", "a small government person", or someone in between.

The amendments to the LUC Boundary Buffers & Compatibility Standards are unnecessary. Bigger houses on smaller lots in every zone (none of them affordable) is what these amendments will likely create. Subdivisions will be crowded in next to each other. Who benefits? The answer is obvious. It may be necessary to create an allowance for subdivisions of **very** small acreage in some zones to prevent land from "languishing in disuse". That does not require the wholesale rollback of the neighborhood protections in our current LUC. Provisions in the draft Assured Housing Ordinance, allow the County all the freedom to relax requirements for buffers, setbacks, height restrictions, and MORE! The obvious difference is that these modifications will be made in exchange for GUARANTEED AFORDABLE HOUSING.

I wish to quote from the statement of purpose in Grand County's general plan*: Citizens can use the General Plan to protect the qualities that brought them to their community, such as, open space, views, drinking water protection, economic opportunities, and community character.* The LUC's goals include: *A. Encourage orderly development of property, with respect for the property rights of Grand County citizens…..D. Prevent overcrowding of buildings and sites to the detriment of rural community character.*

These goals were established with great community effort, involvement, and agreement. There is no justification or need to abandon them. The urgent need for affordable housing, does not justify or require THAT level of change. We do not have to choose between economic development and preservation of our community's character. Our economic future is BASED on that character!!! We must find a balance of focus between development and preservation.

Bonita Kolb & Ken Kolb 3649 Kerby Lane Spanish Valley

AGENDA SUMMARY **GRAND COUNTY COUNCIL MEETING** AUGUST 16, 2016 Agenda Item: M	
TITLE:	Appointing an elected official as a member of the Economic Development Corporation-Utah Board of Trustees
FISCAL IMPACT:	None
PRESENTER(S):	Chairwoman Tubbs

Prepared By:

Bryony Chamberlain
Council Office Coordinator
bchamberlain@grandcountyutah.net
(435) 259-1346
with
Ruth Dillon
Council Administrator
rdillon@grandcountyutah.net
(435) 259-1347

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to appoint _____ as a member of the Economic Development Corporation-Utah Board of Trustees, with an opportunity each January to maintain the voluntary position through term of office, and authorize the Chair to sign all associated documents.

BACKGROUND:

At the last Council Meeting, the Council approved county membership in the Economic Development Corporation–Utah (EDC-Utah) for a minimum of a three-year commitment. As a reminder, this "investor-based public/private partnership works with government and private industry to promote the state of Utah. This partnership includes more than 270 private-sector businesses and organizations, municipalities, counties, chambers of commerce, and the state all working towards the common goal of increasing the number of quality jobs and the capital investment in Utah."

Now that the county has joined as an investor, the Council has the opportunity to appoint an elected official as a member of the Board of Trustees. It appears that the vast majority of the 19 current member counties have appointed a commissioner/council member, with the exception of Cache County who appointed their elected county executive and Salt Lake County who appointed their Mayor.

As a new investor, Grand County will be invited to a series of three meetings as an introduction:

1. Quarterly Investor Update (Wednesday, August 24, 2016)
2. Board of Trustees Meeting (September 2016)
3. New Investor Orientation (October 2016)

Many networking meetings are held throughout the year for all EDC-Utah investors. Additionally, trade shows and conferences are held. Most all events are held in the Salt Lake City area; a few are held in St. George.

For more information, see agenda summary and public sector investor application from the August 2nd Council meeting, located at http://ut-grandcounty.civicplus.com/AgendaCenter/ViewFile/Agenda/08022016-566 (Item J).

ATTACHMENT(S):

1. Email regarding possibility of staff representation by proxy

Bryony Chamberlain

From: Sherrie Martell <smartell@edcutah.org>
Sent: Thursday, August 11, 2016 10:57 AM
To: Ruth Dillon
Cc: Bryony Chamberlain
Subject: RE: Welcome - EDCUtah New Investor

Hi Ruth:
This is an excellent document.
We prefer to have a council member/commissioner be the appointed seat, as stated in our by-laws.
You can have someone represent Grand County by proxy who is a staff member, such as Zacharia. They can attend together or whomever can make the board meeting. We want to make sure there is representation for you.

I hope that answers your questions. Have a wonderful day. Sherrie

SHERRIE MARTELL
investor relations manager
office: 801-328-8839 | cell: 801-699-6360
edcUTAH ECONOMIC DEVELOPMENT CORPORATION OF UTAH

From: Ruth Dillon [mailto:rdillon@grandcountyutah.net]
Sent: Thursday, August 11, 2016 9:09 AM
To: Sherrie Martell <smartell@edcutah.org>
Cc: Bryony Chamberlain <bchamberlain@grandcountyutah.net>
Subject: RE: Welcome - EDCUtah New Investor

Hi Sherrie,
Do you mind reviewing our write-up for Tuesday's Council meeting? If you have time, it is attached.
Also, just in case the County Council asks—is it possible for them to appoint a non-elected official (such as a county staff member who is versed in economic development)?
Thank you,
Ruth

From: Sherrie Martell [mailto:smartell@edcutah.org]
Sent: Wednesday, August 10, 2016 10:26 AM
To: Ruth Dillon; Zacharia Levine
Subject: RE: Welcome - EDCUtah New Investor

Morning Ruth and thank you so much. I look forward to hearing from you and working with you. Have a great day.
Sherrie

SHERRIE MARTELL
investor relations manager
office: 801-328-8839 | cell: 801-699-6360
edcUTAH ECONOMIC DEVELOPMENT CORPORATION OF UTAH

From: Ruth Dillon [mailto:rdillon@grandcountyutah.net]
Sent: Wednesday, August 10, 2016 10:25 AM

To: Sherrie Martell <smartell@edcutah.org>; Zacharia Levine <zlevine@grandcountyutah.net>
Subject: RE: Welcome - EDCUtah New Investor

Hi Sherrie,
I will place on the County Council's draft agenda (for 8/16) an agenda item to appoint an elected official as a member of the EDCUtah BOT. The agenda will be finalized later today.

Ruth

Ruth Dillon
Council Administrator
Grand County Council
125 E. Center St.
Moab, UT 84532
(435) 259-1347 work
(303) 949-6006 cell
New email: rdillon@grandcountyutah.net

The smallest act of kindness is worth more than the grandest intention.
Transform intentions into acts. -Oscar Wilde

From: Sherrie Martell [mailto:smartell@edcutah.org]
Sent: Tuesday, August 9, 2016 3:04 PM
To: Ruth Dillon; Zacharia Levine
Subject: Welcome - EDCUtah New Investor
Importance: High

Good afternoon:

Welcome aboard as a new EDCUtah Investor. Your information will be added to our database and you should start receiving emails from edcutah.org. The emails may be sent to your spam if you have tight restrictions on your system.

I will forward the latest newsletters (which you will receive weekly) and the last few Investor Announcements for your information.

As a new investor you and your company contacts will be invited to a series of three (3) meetings as an introduction: New Investor Orientation, Board of Trustees, and Quarterly Investor Update.

- New Investor Orientation is scheduled for October 2016. Once a date has been locked down, I will forward an invitation to you.

- The Board of Trustees will be in September, 2016. Once details have been worked out, I will forward you and invitation.

As a public sector investor you are entitled to have an elected official be a member of the EDCUtah Board of Trustees. Who will be your BOT representative to be approved at this meeting?

- The Quarterly Investor Update meeting will be Wednesday, August 24, 2016 at Uinta Brewing, SLC, UT from 4 to 6 pm. An invitation will be forwarded.

If you have any questions, please call or email me anytime. Thank you for your support and we look forward to our new partnership. Sherrie

SHERRIE MARTELL
investor relations manager
office: 801-328-8839 | cell: 801-699-6360
edcUTAH ECONOMIC DEVELOPMENT CORPORATION OF UTAH

GRAND COUNTY COUNCIL MEMBERS
Elizabeth Tubbs (Chair) · Jaylyn Hawks (Vice Chair)
Chris Baird · Ken Ballantyne · A. Lynn Jackson
Mary McGann · Rory Paxman

August 16, 2016

Honorable Congressmen Rob Bishop and Jason Chaffetz
c/o Casey Snider and Fred Ferguson
Casey.Snider@mail.house.gov
Fred.Ferguson@mail.house.gov

Dear Congressmen Bishop and Chaffetz;

Thank you again for providing an opportunity for Grand County to participate in the Public Lands Initiative.

There are numerous areas where the introduced Bill departs from the recommendations forwarded to you. In General, Grand County stands by the recommendations as originally presented. Insofar as these were developed with the input of a variety of stakeholders, partners, and citizens, we feel the knowledge and interest of the entities and individuals on the ground should carry the greatest weight. To this end we can not support the legislation as introduced and offer the below concerns for possible amendment.

There are parts of the introduced Bill which are a major departure from our submission that we feel require special mention. These are as follows:

1. The entire NW side of the Colorado River canyon daily boating section, which is currently protected by the three rivers withdrawal, is eliminated from the Colorado River NCA. Grand Co. requests that the NCA boundary reflect the current boundary of the three rivers withdrawal as was presented in Grand Co.'s recommendations. Both sides of the Colorado River canyon deserve protection and are vital to the local economy.

2. Several cherry stemmed routes in E. Arches, The Book Cliffs, and Labyrinth wilderness are not currently open in the BLM/County's travel plan. Grand Co. requests that only routes which are currently open in the travel plan be cherry stemmed as per our original recommendations.

3. A previous SITLA parcel that was traded out of Millcreek Canyon and is now BLM land is not currently incorporated into the eastern portion of the proposed Millcreek wilderness area. Likewise, a sizeable area of the eastern portion of William Grandstaff wilderness has been removed. Grand Co. requests that the boundaries of these wilderness areas reflect our recommendations.

4. The County Council voted against including Antiquities Act exemptions. Grand Co. objects to the companion bill.

DRAFT

5. The County Council has officially expressed their support for the Master Leasing Plan (MLP). Grand Co. requests that areas that fall within the MLP but fall outside of any PLI designation be managed by the local field office as per the provisions of the MLP.

6. "Title XI – Long-Term Energy Development Certainty In Utah" is unacceptable to Grand Co. Grand Co. requests that this entire section be removed from the legislation. The BLM should maintain permitting control and primacy for their lands.

7. Nearly 34,000 acres of SITLA trade-ins are located outside of Grand Co.'s designated trade-in area. Of notable objection are parcels located around Mineral, Hell Roaring, and Ten Mile Canyons. As well as a trade-in adjacent to existing tar sands leases in northern Grand Co.

8. The upper half of Ten Mile Canyon has been included in the Dee Pass recreation area. While Grand Co. has approved existing motorized routes in upper Ten Mile Canyon, this is a sensitive riparian area and not suitable for further expansion. We request that the boundaries of the Dee Pass recreation area reflect our recommendations.

9. "Section 1302. Bighorn Sheep" is unacceptable to Grand Co. It is essential that domestic livestock and Bighorn sheep be separated. Domestic livestock disease is a leading cause of decline in Bighorn sheep populations.

We look forward to continuing to work with you on developing a bill that honors the work of the many stakeholders and ultimately produces a bill which Grand County can fully support.

Respectfully,

Elizabeth A. Tubbs, Chair
Grand County Council

cc: Congressman Chaffetz, c/o Wade Garrett, Wade.Garrett@mail.house.gov
cc: Nikki Buffa, nicole_buffa@ios.doi.gov
cc: Grand County Council

DRAFT

Bryony Chamberlain

From: Clif Koontz <cliftonkoontz@yahoo.com>
Sent: Monday, August 15, 2016 9:30 PM
To: Grand County Council; Chris Baird; Lynn Jackson; Elizabeth Tubbs; Jaylyn Hawks; Mary McGann; Rory Paxman; Ken Ballantyne
Cc: Ruth Dillon; KaLeigh Welch; Bryony Chamberlain
Subject: Utah PLI

Council Members,

Please see this draft of my editorial (below) that will appear in this week's Moab Sun News.

Tomorrow, I will attend your special session at 2:00, but I will not be able to attend your meeting at 4:00.

Feel free to contact me anytime for the perspective of OHV riders.

Thanks, Clif

Executive Director
Ride with Respect
435-259-8334 land
201-741-0361 cell

When Grand County developed a set of recommendations for the Public Lands Initiative (PLI), people of all persuasions treated it like a political piñata. I defended our council members for working through difficult issues to compile a consistent set of measures that would benefit Grand County's residents, human and non-human alike. Now that U.S. Representatives Bishop and Chaffetz are introducing a bill based on those recommendations, the piñata party seems to be growing at a time when we need to sober up.

Those taking the biggest swings are groups seeking to vastly expand wilderness designation, which bans the use of motorized and mechanized equipment. Of course many Grand County residents have legitimate concerns about the health of their surrounding landscape, and I'm not claiming that the PLI is perfect. Nevertheless, days after the PLI's first draft was released in January, wilderness groups ran TV ad's designed for audiences to confuse the PLI with Utah's campaign to transfer federal public lands into state public lands, and even with the Bundy-style protest or privatization. Since the PLI's second draft was released in July, they are again flinging mud to mislead.

Wilderness groups claim that the PLI would designate less wilderness than the acreage already managed as wilderness. Please take a look for yourself by going to www.UtahPLI.com, then clicking on "maps" and choosing "wilderness." The wilderness map clearly shows that nearly all Wilderness

Study Areas (WSA's) would be designated as wilderness, plus many brand-new wilderness areas beyond what the counties had recommended.

In Grand County, while it's true that BLM has already chosen to manage Mary Jane Canyon and Beaver Creek for their wilderness characteristics, that leaves a dozen more brand-new wilderness areas where the BLM is currently managing for multiple uses. Even the WSA and national-park acreage would be further protected by congressional wilderness designation because it would then take an act of Congress to undo. If wilderness groups see no value in designating WSA's and national-park acreage as wilderness, why have they been lobbying for it all this time?

Granted, the PLI omits Grand County's recommendation of designating brand-new Mexico Point and Hideout Canyon wilderness areas. However the eastern Book Cliffs have an extensive oilfield, and Grand County recommended wilderness there primarily to prevent the adjacent East Canyon Road from being paved. Wilderness should not be designated for the sake of encumbering adjacent land. The PLI should not be faulted for remaining neutral on the issue of paving East Canyon Road. In fact, Grand County would have further mechanisms to address its concerns through the PLI Planning and Implementation Advisory Committee, which specifically includes a representative of each county along with the state, federal, and tribal governments.

Also granted, the PLI omits a former-SITLA section from its proposed Mill Canyon wilderness area, but this was obviously a mistake stemming from old GIS data. Once fixed, the PLI will propose a Mill Canyon wilderness area that's larger than the PLI's previous draft, which is even larger than the one recommended by Grand County. As an advocate of responsible motorcycle and bicycle access, I could complain about the PLI wilderness creeping into Sand Flats and the national forest in multiple locations. However, a sincere interest in cooperation has taught me to choose my battles more sparingly.

Wilderness groups mock the PLI for recognizing the currently-open roads and trails as a starting point for management, even though it specifically authorizes the BLM to temporarily close routes, and to permanently reroute them. They fail to mention that the PLI would prohibit new road construction in the National Conservation Areas, Watershed Management Areas, and Special Management Areas. Meanwhile, the latest PLI draft abandons the goal of securing state title to Class D roads (i.e. non-graded dirt roads). Further, the PLI excludes Grand County's recommendation to establish "no net loss" of road and trail mileage. Motorized recreationists could certainly complain about the PLI, but I expected it to adjust each county's blueprint, and I recognize the wide range of opinion even within our county.

Most of the so-called loopholes in the PLI text are actually language taken from other legislation with two legitimate intentions. First they ensure flexibility for agencies to utilize effective conservation tools, rather than leaving agencies vulnerable to litigation that winds up forcing neglect (since they can't afford to manage forests with a cross-cut saw, for example). Second, they give compatible uses a fighting chance of surviving the slow-but-steady trend away from the BLM land and national forests remaining the "land of many uses." The PLI would not prevent land managers from reducing the levels of grazing, nor prevent environmental groups from challenging permits to drill, nor allow new motorized trails in any places where such construction isn't already open for consideration. Wilderness groups are the last stakeholder that should treat the PLI like a piñata. Their ridicule doesn't change the unprecedented conservation offered by this home-grown bill.

AGENDA SUMMARY **GRAND COUNTY COUNCIL MEETING** AUGUST 16, 2016 Agenda Item: O	
TITLE:	Approving Grand County as a Cooperating Agency; adopting proposed Memorandum of Understanding (MOU) with the Manti-La Sal National Forest outlining participation and coordination for the revision of its Land and Resource Management Plan (Forest Plan) while repealing the 2011 MOU; and assigning a county liaison to work with the Forest Service Revision Team
FISCAL IMPACT:	None/minimal
PRESENTER(S):	Chairwoman Tubbs

Prepared By:

Ruth Dillon
Council Administrator
(435) 259-1347
rdillon@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

None requested

RECOMMENDATION:

I move to approve Grand County as a Cooperating Agency; adopt the proposed Memorandum of Understanding with the Manti-La Sal National Forest outlining participation and coordination for the revision of its Land and Resource Management Plan (Forest Plan) while repealing the 2011 MOU; assign _____ as the primary liaison with an opportunity each January to maintain the voluntary position through term of office; and authorize the Chair to sign all associated documents.

BACKGROUND:

In a letter dated August 4th, the Manti-La Sal National Forest invited Grand County to participate as a Cooperating Agency in the revision of its Forest Plan. They are seeking county expertise in specific resource areas to support Plan Revision. This includes expertise in such areas as watershed; air, soil, and water; threatened & endangered species; multiple use; renewable and nonrenewable energy & mineral resources; infrastructure for recreational facilities and transportation & utility corridors; existing designated areas such as wilderness; and more.

As the MOU outlines, participating as a Cooperating Agency will provide the County opportunities for:

- Document review of planning and land use policies
- Identifying impacts
- Resolving or reducing conflicts within the context of developing the revised Forest Plan's desired objectives
- Attending Cooperator Meetings and providing input on the development of the Revised Plan
- Sharing available land management, resources, or other data that could support or impact the Plan Revision
- Assigning a lead point of contact to serve as the primary liaison between the Revision Team and the County

Note that county participation is not an endorsement of the eventual Revised Plan.

The County has maintained Cooperating Agency status for "broad programmatic planning for the management of forest resources," and such status (and corresponding MOU) is valid through 12/31/2016. See attached.

The new proposed MOU is more specific to Plan Revision, and the Forest Service wishes to have the new MOU in place.

ATTACHMENT(S):

1. Forest Service letter dated August 4, 2016
2. Proposed MOU
3. Guide: “Understanding Your Opportunities for Participating in the Forest Service Planning Process”
4. September 2011 MOU with cover letter

USDA United States Department of Agriculture | Forest Service | Manti-La Sal National Forest

Supervisor's Office
599 West Price River Drive
Price, UT 84501
435-637-2817
FAX: 435-637-4940

File Code: 1920
Date: August 4, 2016

Grand County
Attn: Chairwoman Elizabeth Tubbs
125 E. Center St.
Moab, UT 84532
Phone: 435-259-1342

Dear Chairwoman Elizabeth Tubbs:

The Manti-La Sal National Forest invites Grand County to participate as a Cooperating Agency in the revision of its Land and Resource Management Plan (Forest Plan).

The National Forest Management Act (NFMA) directs all National Forests to develop, maintain and periodically revise an integrated management plan. Revision of the Forest Plan follows direction provided in the 2012 Planning Rule, which emphasizes public participation, adaptive management, and decentralizes plan approval authority from the Regional to the Forest level.

The plan revision process is expected to last four years, beginning with an Assessment of existing resource conditions. Using the Assessment, the Forest will identify "needs for change" from the current Forest Plan and develop a new Draft Forest Plan. The Draft Forest Plan will be analyzed under the National Environmental Policy Act (NEPA) beginning in 2017. A decision on the new Forest Plan is expected in 2019. Cooperating Agency status will apply to the Assessment phase, development of the new Draft Forest Plan and the NEPA phase of plan revision.

Coordination with Federal, State, and local governments is essential to revision of the Forest Plan. Involvement from Cooperating Agencies early in the plan revision process promotes efficiency, cooperation, and effective public disclosure of key information. It also facilitates identification of common objectives and provides opportunities to resolve or reduce conflicts between our respective land use policies and plans.

The 2012 Planning Rule directs the Forest Service to encourage governmental entities to request cooperating agency status where appropriate (36 CFR 219.4 (a)(1)). The Planning Handbook (FSH 1909.12, Chapter 10, section 44.2) further directs this request should, under most circumstances, be granted by the Forest Service when the cooperator has "special expertise" or "jurisdiction by law" and can be expected to meet the cooperating agency requirements outlined in the regulations (40 CFR 1501.6 and 1508.5).

A draft Memorandum of Understanding (MOU) has been prepared and is attached for your review. There are some counties for which existing MOUs related to Cooperating Agency status are in place with the Manti-La Sal National Forest. Those agreements expire in December 2016, and the Forest is proposing to put new MOUs into place, specific to revision of the Forest Plan (see attached). The proposed MOU specifies how and when Cooperating Agencies can participate in the plan revision process with roles and responsibilities of both the Forest Service and the Cooperating Agency.

If you wish to be a Cooperating Agency, and agree to the terms of the enclosed Memorandum of Understanding (MOU), please return a signed copy and the name of your agency's main point of contact to the Forest. If you wish to be a Cooperating Agency but are not satisfied with the MOU terms, please contact the Forest with recommended changes. A response is requested by August 31, 2016.

For further information or questions, please contact Blake Bassett at bbassett@fs.fed.us or 435-636-3515.

Sincerely,

BRIAN PENTECOST
Forest Supervisor

Enclosures (2):

(1) Memorandum of Understanding - Participation and Coordination for the Revision of the Manti-La Sal National Forest Land and Resource Management Plan

(2) Understanding Your Opportunities for Participating in the Forest Service Planning Process: A Guide for State, Local, and Tribal Governments; Prepared by the Federal Advisory Committee on Implementation of the 2012 Land Management Planning Rule.

FS Agreement No. - - -
Insert Forest Service agreement number using the following format: FY-XX-11RRUUSS-XXX. Be sure that the FS Agreement No. reflects the appropriate MOU type: SU, RU, or MU (that is, Service-wide MOU, Regional MOU, or simply MOU).

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
between
GRAND COUNTY
and the
USDA, FOREST SERVICE
INTERMOUNTAIN REGION
MANTI-LA SAL NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Grand County hereinafter referred to as "Cooperator," and the USDA, Forest Service, Intermountain Region, Manti-La Sal National Forest, hereinafter referred to as the "U.S. Forest Service."

Background: The U.S. Forest Service is revising the Land and Resource Management Plan (Forest Plan) for the Manti-La Sal National Forest in accordance with the National Forest System Land Management Planning Rule (36 CFR 219, revised 2012; Planning Rule). The Cooperator has requested, and the U.S. Forest Service has agreed to grant, cooperating agency status with respect to the development of the Revised Land and Resource Management Plan for the Manti-La Sal National Forest (Revised Plan) pursuant to 40 CFR 1501.6. Pursuant to the Planning Rule, when revising the Forest Plan, the U.S. Forest Service must coordinate land management planning with the equivalent and related planning efforts of State governments (36 CFR 219.4(b)(1)).

Title: Grand County Participation and Coordination for the Revision of the Manti-La Sal National Forest Land and Resource Management Plan

I. PURPOSE:

The purpose of this MOU is to document the cooperation between the parties to coordinate their respective land management planning in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service will be better positioned to manage a successful "all lands" approach to land management planning if effective communication with other public agencies and governments is part of the planning process.

Consistent with the goals of the National Environmental Policy Act (NEPA), participation by a cooperating agency, as described in 40 CFR 1501.6 and as defined in 40 CFR 1508.5, promotes efficiency, cooperation, and disclosure to the public of

all relevant information (Statement Clarifying Cooperating and Joint Lead Agency Provisions, U.S. Forest Service, Bureau of Land Management, and National Park Service, 9/2/1998).

Consistent with the goals of the Planning Rule, coordination in revising the Forest Plan, the U.S. Forest Service and Cooperator can better integrate decision making within their respective jurisdictions. Coordination provides the opportunity to identify common objectives and to find opportunities to resolve or reduce conflicts and address impacts related to national forest management (36 CFR 219.4(b)).

In consideration of the above premises, the parties agree as follows:

III. THE COOPERATOR SHALL:

Participate as a Cooperating Agency with special expertise [and jurisdiction] relevant to the preparation of the Revised Plan for the Manti-La Sal National Forest, with the rights and duties of a Cooperating Agency as set forth in this MOU and the CEQ regulations at 40 CFR 1501.6.

A. Document Review.

1. Complete review of and, if requested by the U.S. Forest Service, provide analysis for the Forest Plan Revision documents, or portions thereof, relevant to the Cooperator's areas of special expertise [and jurisdiction].

    a. The length of the Cooperator's review period(s) will vary based on U.S. Forest Service timing constraints, a minimum of one week, when possible.

    b. If the U.S. Forest Service's timeframe does not accommodate a longer review period, the Cooperator will attempt to respond within the U.S. Forest Service timeframe and request additional review time if needed.

2. Within timeframes established by the U.S. Forest Service, the Cooperator will complete a review of its planning and land use policies that it considers relevant to the Revised Plan to assist the U.S. Forest Service with its consideration of the Cooperator's objectives, as expressed in Cooperator plans and policies; compatibility and interrelated impacts of these plans and policies, opportunities for the Revised Forest Plan to address the impacts identified or to contribute to joint objectives; and opportunities to resolve or reduce conflicts, within the context of developing the Revised Forest Plan's desired conditions or objectives (36 CFR 219.4(b)(2)).

B. Meetings.

1. Attend the U.S. Forest Service's Cooperator Meetings, to be held at least once during each phase of the Plan Revision process.

2. Meet with the U.S. Forest Service at the U.S. Forest Service's request to discuss the U.S. Forest's review and analysis relevant to the Cooperator's areas of special expertise [and jurisdiction].

C. Coordination and Collaboration.

1. Within timeframes established by the U.S. Forest Service, provide input on the development of the Revised Plan specific to the Cooperator's areas of special expertise [and jurisdiction]. This may include, but is not limited to, the following:

    c. Assessment of resource conditions and trends (36 CFR 219.5, 219.6).

    d. Identification of the preliminary need to change the plan based on the Assessment (36 CFR 219.5(a)(2)).

    e. Development of the new Draft Forest Plan

    f. Draft EIS with associated Forest Plan

    g. Final EIS and Draft Record of Decision

    h. Use of best available scientific information as related to the Cooperator's areas of special expertise [and jurisdiction] (36 CFR 219.3).

2. Make available staff support at the U.S. Forest Service's request to enhance the latter's interdisciplinary capability (40 CFR 1501.6(b)).

D. Data and Information Sharing.

1. Share available land management, resources, or other data that could support or impact the U.S. Forest Service's Plan Revision.

2. Promptly notify the U.S. Forest Service of public meetings; land management plan changes and actions; and other issues related to land management over which the Cooperator has jurisdiction, especially if such action could reasonably affect the U.S. Forest Service's Plan Revision effort.

E. Communication.

3. Assign a lead point of contact (POC) (Section V, paragraph O) to serve as the primary liaison between the U.S. Forest Service Revision Team and the Cooperator. The Cooperator POC shall:

   a. Promptly notify the U.S. Forest Service of schedule changes that may affect the Plan Revision timeline.

   b. Coordinate with the principal U.S. Forest Service contact identified in Section V, paragraph O to schedule meetings between Cooperator staff and members of the Revision Team.

IV. THE MANTI-LA SAL NATIONAL FOREST SERVICE SHALL:

The U.S. Forest Service grants Cooperating Agency status to the Cooperator as follows for the purposes of coordinating the revision of the Manti-La Sal National Forest Plan.

A. Document Review.

1. Provide copies of the following Plan Revision documents to the Cooperator one week in advance of releasing them to the public:

   a. Draft Assessment

   b. Preliminary Need for Change

   c. Draft Forest Plan

   d. Draft Environmental Impact Statement (DEIS)

   e. Final EIS

   f. Draft Record of Decision (ROD)

B. Meetings.

1. Invite the Cooperator—through its designated agent(s) of special expertise—to participate in the U.S. Forest Service's IDT Cooperator Meetings, to be held at least once during each phase of the plan revision process.

2. Meet with the Cooperator at the Cooperator's request to discuss the Cooperator's review and analysis relevant to the Cooperator's areas of special expertise [and jurisdiction], as provided in 40 CFR 1501.6(a)(3).

C. Coordination and Collaboration.

1. Coordinate planning efforts with the Cooperator's equivalent and related planning efforts (36 CFR 219).

2. Consider in the development of the Plan Revision relevant information in Cooperator assessments, plans, monitoring evaluation reports, and studies (36 CFR 219.6(a)).

3. Use the Cooperator's review and analysis relevant to the Cooperator's areas of special expertise [and jurisdiction] to the maximum extent possible, consistent with the U.S. Forest Service's responsibility as lead agency, in the development and approval of the EIS for the Revised Plan, as provided in 40 CFR 1501.6(a)(2).

    a. The U.S. Forest Service shall review the planning and land use policies of the Cooperator and display the results of the review in the EIS for the Revised Plan. That review will include consideration of (1) the Cooperator's objectives as expressed in its plans and policies; (2) the compatibility and interrelated impacts of the Cooperator's plans and policies with the relevant planning and land use policies of other government agencies; (3) opportunities for the Revised Plan to address the impacts identified or contribute to joint objectives; and (4) opportunities to resolve or reduce conflicts, within the context of developing the Revised Plan's desired conditions or objectives (36 CFR 219.4(b)(2)).

4. Provide the opportunity for the Cooperator to review and provide analysis for development of the EIS and Plan Revision documents, or portions thereof, relevant to the Cooperator's areas of special expertise [and jurisdiction].

    a. The U.S. Forest Service will inform the Cooperator of the timeframe for such a review, a minimum of one week, whenever possible.

5. If the U.S. Forest Service disagrees with the Cooperator's analysis, the U.S. Forest Service will meet and confer with the Cooperator.

    a. If the U.S. Forest Service still disagrees with the Cooperator's analysis after meeting and conferring, the U.S. Forest Service shall notify the Cooperator in writing of its own review of the Cooperator's planning and land use policies conducted pursuant

to 36 CFR 219.4(b)(2) prior to making the Draft EIS available to the public.

D. Data and Information Sharing.

1. Consult with the Cooperator resource specialist(s) to gather relevant Cooperator data to support the Plan Revision.

E. Communication.

1. Assign the U.S. Forest Service principal contact (Section V, paragraph O) to serve as the primary liaison between the Cooperator and the Revision Team. The U.S. Forest Service principal contact shall:

   a. Inform the Cooperator of the timeframe for the review described in Section III, paragraph B.1.

   b. Promptly notify the Cooperator of schedule changes that may affect the time afforded it to perform its responsibilities as Cooperating Agency.

      1. The U.S. Forest Service will consider requests from the Cooperator for additional time to perform its cooperating agency responsibilities.

   c. Notify the Cooperator of Plan Revision milestones and other relevant information, including comment and objection periods; schedule changes; public meetings; and other updates as deemed appropriate by the Forest.

   d. Coordinate with the principal Cooperator contact identified in Section V, paragraph O to schedule meetings between Cooperator staff and members of the Revision Team.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. The U.S. Forest Service and the Cooperator will work together in good faith and shall attempt to resolve any disagreements under this MOU by negotiation.

B. The U.S. Forest Service and the Cooperator shall endeavor to work together to produce the work per the U.S. Forest Service timeframe displayed in Appendix 2.

C. The Cooperator reserves the right to participate in the public involvement process for the Draft EIS and Revised Plan and to submit comments on all aspects of the

Draft EIS and Revised Plan during the public comment periods to the same extent as any member of the public.

D. The Cooperator's participation as a cooperating agency or coordination with the U.S. Forest Service does not exempt the Cooperator from the requirement to submit substantive formal comments on the Draft EIS to be eligible to participate in the pre-decisional administrative review process.

E. The Cooperator reserves its rights to pursue any remedies whatsoever to challenge the adequacy of the Revised Plan and its compliance with applicable laws and regulations in any administrative or judicial forum. The U.S. Forest Service likewise reserves its rights to raise all applicable affirmative defenses should any challenge to the adequacy of the Revised Plan be raised.

F. The Cooperator's participation as cooperating agency is not an endorsement of the Revised Plan.

G. The U.S. Forest Service does not relinquish its primary responsibility for NEPA (National Environmental Policy Act) and NFMA (National Forest Management Act) compliance. The U.S. Forest Service retains responsibility for the development and content of the Revised Plan.

H. The U.S. Forest Service shall not seek to direct or control management of lands outside of the National Forest System lands covered by the Revised Plan.

I. The U.S. Forest Service shall not conform U.S. Forest Service management to meet non-U.S. Forest Service objectives or policies. (36 CFR 219.4(b)(3))

J. This MOU does not confer Revision Team member status to Cooperator staff or any non-federal personnel. The Forest Supervisor of the Manti-La Sal National Forest establishes the Revision Team, the interdisciplinary team for the Revision process. Per U.S. Forest Service policy, U.S. Forest Service interdisciplinary teams must meet the requirements of the Federal Advisory Committee Act and USDA Departmental Regulation 1041-001 (Forest Service Handbook 1909.15, Chapter 10). Any such team that includes at least one non-federal member must be established as a federal advisory committee. The Forest Supervisor does not have the authority to establish such a committee.

K. For the purposes of this MOU, the Cooperator's areas of special expertise *[and jurisdiction]* are described in Appendix 1. In the event of changed circumstances or new information, it may be desirable to revise the identified Cooperator's areas of special expertise *[and jurisdiction]* without amending this MOU. The following protocol shall be utilized to revise the Cooperator's areas of special expertise *[and jurisdiction]* identified in this MOU:

1. The principal contact person (Section V, paragraph L) of the party that becomes aware of the need to revise the Cooperator's identified areas of special expertise *[and jurisdiction]* shall notify the other party's principal contact person in writing as soon as possible. The notification shall include the specific areas of special expertise *[and jurisdiction]* to be revised and the justification.

2. Within two weeks of notification, the other party's principal contact person shall notify the first party's principal contact person in writing whether or not it is agreeable to revise the Cooperator's identified areas of special expertise *[and jurisdiction].*

3. If the parties agree to revise the Cooperator's identified areas of special expertise *[and jurisdiction],* such revision shall be documented in a memorandum within two weeks of the notification of agreement describing the specific revision of the identified areas of special expertise *[and jurisdiction]* and signed and dated by both parties' principal contact persons. The memorandum shall be prepared by the Cooperator in consultation with the U.S. Forest Service. The memorandum shall be kept with and appended to this agreement.

4. If the parties are not agreeable to revising the Cooperator's identified areas of special expertise *[and jurisdiction],* the parties shall meet within two weeks of the notification of the failure to agree to work in good faith to resolve any points of disagreement. If the parties are able to agree through this subsection to revise the Cooperator's identified areas of expertise *[and jurisdiction]*, then the process described above shall be utilized to document the revision.

L. The U.S. Forest Service will determine the scope, scale, methods, forums, and timing for public participation in all aspects of the revision process, including the development of the proposed Revised Plan, as well as the opportunity for public comment on the proposed Revised Plan and disclosure of its environmental impacts in accompanying NEPA documents. The Cooperator may provide recommendations on the scope, scale, timing, methods, and forums for public involvement. In cooperation with the U.S. Forest Service, the Cooperator may offer opportunities to co-sponsor public meetings and other public participation forums. The U.S. Forest Service reserves the determination of such co-sponsored meetings as opportunities for the public to submit substantive formal comment for the purposes of the pre-decisional administrative review process (36 CFR 219, Subpart B). The Cooperator may circulate public documents to solicit feedback from Cooperator boards and commissions, for example, *[list any known, relevant boards or commissions, such as Environmental Quality, Natural Resources, etc.],* within timeframes established by the U.S. Forest Service.

M. The U.S. Forest Service is not obligated by this MOU to provide a written response to the Cooperator's input on the Final EIS and draft plan decision for

the Revised Plan; however, the U.S. Forest Service and Cooperator principal contacts will make efforts to jointly review and discuss the Cooperator's suggested changes, analysis, recommendations and data prior to the U.S. Forest Service making the Final EIS and draft plan decision document for the Revised Plan available to the public but within the U.S. Forest Service timeframe.

N. INFORMATION MANAGEMENT. The U.S. Forest Service will work cooperatively with the Cooperator to ensure full access to non-privileged U.S. Forest Service expertise and factual data, information, and analysis related to the special expertise [and jurisdiction] of the Cooperator so that the Cooperator may carry forth its responsibilities as cooperating agency. The Cooperator will provide the U.S. Forest Service full access to non-privileged factual data, information, and analysis related to its areas of special expertise [and jurisdiction] and relevant to the assessment and proposed Revised Plan.

Information will be freely shared with either party except when constrained by law, regulation, or policy, such as the need to protect confidentiality. When information needs to be kept confidential, the entity providing the information shall indicate the need for confidentiality when conveying the information. This exchange will allow for useful comments related to the information to be exchanged amongst the parties. Any information that is exchanged may be subject to disclosure under the Freedom of Information Act (FOIA) and applicable state law.

The principal contact person for each party (Section V, paragraph O) shall act as a liaison for the information exchange. This person will be responsible to disseminate the information amongst staff and consultants. Copies of the data are to be made and distributed only to those staff and consultants directly involved with the Revised Plan, unless otherwise agreed to by the parties. Files are to be maintained of said data for the required document retention period based on applicable law. Any shared data is intended to be used exclusively for the development of the Revised Plan.

Information may be exchanged in-person, via mail, or email, or any other means deemed applicable. Information provided by either entity shall be accompanied by a summary of the information in order to clarify what is being provided and to identify any confidentiality issues related to the information being provided. The Cooperator and the U.S. Forest Service will keep confidential and protect from public disclosure any and all documents exchanged or developed as a part of this MOU prior to a determination by the applicable party of the releasability of the documents under the Freedom of Information Act, 5 U.S.C. §552, or the *[equivalents for the State]*. Neither party will disclose documents exchanged or developed as a part of this MOU without providing notice to the other party. Each party will protect, to the extent allowed by applicable state and federal laws, the confidentiality of the other party's documents. Both parties agree to impose

the requirement of this paragraph upon their consultants, and the release of documents to those consultants shall not be deemed public disclosure.

O. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Tami Conner Address: 599 West Price River Drive City, State, Zip: Price, Utah 84501 Telephone: 435-636-3504 FAX: 435-637-4940 Email: tamiconner@fs.fed.us	Name: Blake Bassett Address: 599 West Price River Drive City, State, Zip: Price, Utah 84501 Telephone: 435-636-3515 FAX: 435-637-4940 Email: bbassett@fs.fed.us

P. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Cooperator is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Cooperator Program Manager, at the Cooperator's address shown above or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

Q. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

R. ENDORSEMENT. Any of the Cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator 's products or activities, and does not by direct reference or implication convey the Cooperator 's endorsement of the FS products or activities.

S. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any U.S. Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

T. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

U. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

> **In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)**

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

V. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

W. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

X. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

Y. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

Z. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

AA. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the

federal government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

BB. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

CC. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through *[anticipated date for the start of the objection period]* at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

DD. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

ELIZABETH TUBBS, Chairwoman Grand County Commission	Date

BRIAN M. PENTECOST, Forest Supervisor U.S. Forest Service, Manti-La Sal National Forest	Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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APPENDIX 1. Special expertise *[and jurisdiction]* provided by the Cooperator.

The Forest is seeking expertise in the following resource areas to support Plan Revision (36 CFR 219.6- 2012 Planning Rule):

(1) Terrestrial ecosystems, aquatic ecosystems, and watersheds;
(2) Air, soil, and water resources and quality;
(3) System drivers, including dominant ecological processes, disturbance regimes, and stressors, such as natural succession, wildland fire, invasive species, and climate change; and the ability of terrestrial and aquatic ecosystems on the plan area to adapt to change;
(4) Baseline assessment of carbon stocks;
(5) Threatened, endangered, proposed and candidate species, and potential species of conservation concern present in the plan area;
(6) Social, cultural, and economic conditions;
(7) Benefits people obtain from the NFS planning area (ecosystem services);
(8) Multiple uses and their contributions to local, regional, and national economies;
(9) Recreation settings, opportunities and access, and scenic character;
(10) Renewable and nonrenewable energy and mineral resources;
(11) Infrastructure, such as recreational facilities and transportation and utility corridors;
(12) Areas of tribal importance;
(13) Cultural and historic resources and uses;
(14) Land status and ownership, use, and access patterns; and
(15) Existing designated areas located in the plan area including wilderness and wild and scenic rivers and potential need and opportunity for additional designated areas.

APPENDIX 2. Anticipated timeframe for the U.S. Forest Service planning process. Specific dates will be provided by the U.S. Forest Service Principal Contact.

PROCESS STEP	TIMEFRAME
Notice of initiating the assessment	July 2016
Public review of draft assessment	January/February 2016
Finalize assessment	February 2016
Identify preliminary needs for change	March 2016
Develop proposed revised plan	April-September 2017
DEIS	Begin September 2017
FEIS and ROD Completed	December 2019

USDA
United States Department of Agriculture

Understanding Your Opportunities for Participating in the Forest Service Planning Process

A Guide for State, Local, and Tribal Governments

Prepared by the Federal Advisory Committee on Implementation of the 2012 Land Management Planning Rule

Forest Service Washington Office February 2016

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Cover photos:

Foreword

In 2012, the Forest Service, an agency within the U.S. Department of Agriculture, updated its land management planning requirements for the first time in 30 years with a new "Planning Rule." A key facet of this new rule is that it emphasizes the Forest Service's responsibility to engage with the public, and to work more closely with State, local, and tribal governments when national forest managers amend or revise their land management plans

Because of the importance of sustainably managing the National Forest System with the help of the public and other stakeholders, the Chief of the Forest Service and the Secretary of Agriculture established a Federal Advisory Committee. Made up of citizens representing diverse interests, the intent of the committee is to help the Forest Service achieve a more collaborative approach to land management planning as the agency implements the new Planning Rule.

While working with the Forest Service, the committee recognized that the new rule represents a big change in how the Forest Service conducts land management planning and felt strongly that a guide was essential to help State, local, and tribal governments effectively navigate and get involved in the planning process. This is that guide. We hope you find it useful.

Susan Jane Brown and Rodney Stokes, Committee Co-chairs

The Federal Advisory Committee for Implementation of the National Forest System Land Management Planning Rule

This committee was established under the authority of the Secretary of Agriculture in accordance with the provisions of the Federal Advisory Committee Act (FACA), as amended.[1] The following members were appointed by the Secretary of Agriculture:

Mike Anderson	The Wilderness Society
William Barquin	Kootenai Tribe of Idaho
Susan Jane Brown	Western Environmental Law Center
Robert Cope	Lemhi County Commissioner
William Covington*	Northern Arizona University
Adam Cramer	Leitner & Cramer PLLC
Daniel Dessecker	Ruffed Grouse Society
Russ Ehnes	National Off-Highway Vehicle Conservation Council
Steve Kandell*	Trout Unlimited
James Magagna	Wyoming Stock Growers Association
Joan May	San Miguel County Commissioner
Pamela Motley*	West Range Reclamation, LLC
Peter Nelson	Defenders of Wildlife
Martin Nie	University of Montana
Candice Price	Urban American Outdoors
Vickie Roberts	Shelton Roberts Properties
Greg Schaefer	Arch Coal Inc.
Angela Sondenaa	Nez Perce Tribe
Rodney Stokes	Michigan Governor's Office
Christopher Topik	The Nature Conservancy
Thomas Troxel	Intermountain Forest Association
Lorenzo Valdez	Rio Arriba County
Ray Vaughan	Polar Connections
Lindsay Warness	Boise Cascade Company

*First term members (June 2012-2014)

[1] See Public Law 92–463, appendix 2

This guide is dedicated to Lorenzo Valdez, who served on the Planning Rule Federal Advisory Committee representing the interests of traditional people and their access to federally managed land until his death on May 3, 2015.

Over the course of his life and career, Valdez accumulated experiences that were of great value to the committee, generally, and to shaping the Government Guide, in particular. He served as County Manager in Rio Arriba County in New Mexico and was a rancher, farmer, community activist, and family man. In his more than 3 years of service on the committee, Valdez emerged as a leader among leaders.

Valdez brought both his heart and mind to the table. He was a bridge builder among the various perspectives represented; a philosopher that understood the intersection between social, cultural, economic, and ecological dimensions from lived experience; and an advocate for traditional people. Valdez constantly reminded us that our job was to ask the right questions. Throughout his time with the committee, Valdez became more than an esteemed colleague: he was a friend and mentor to many. We dedicate the guide to Lorenzo Valdez, without whom the vision for this guide would never have come to fruition.

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Purpose of This Guide

In 2012, the Forest Service issued a new Planning Rule that guides the development, revision and amendment of land management plans for the forests and grasslands in the National Forest System. The 2012 Planning Rule places a new focus on coordination, cooperation, and collaboration between governmental interests and the Forest Service, an agency within the Department of Agriculture, as they work together to fulfill their respective missions. The purpose of this guide is to help State, local, and tribal governments better understand their opportunities for being effectively involved in the Forest Service's land management planning process. The guide covers topics such as the roles and responsibilities of participating governments, desired levels and methods of engagement, assessing the resources needed to participate effectively, and continuing participation in ongoing monitoring and adaptive management once a plan has been adopted.

The collaborative role of each State, local, and tribal government (and its agencies) in the planning process is unique. The opportunity for their involvement throughout the planning process is both required by law and essential to the successful development and implementation of land management plans. Intergovernmental participation, when carried out properly and with mutual respect for the rights and responsibilities of each government, can result in more robust land management plans that meet the needs of those governments. Such participation allows governments to more effectively coordinate the best use of limited resources, staffs, and budgets, as they work cooperatively to manage forest resources on lands across multiple jurisdictions.

Note: This guide addresses matters generally applicable to State, local and tribal governments, and is not intended to supersede or supplant government-to-government consultation and coordination with federally recognized Indian tribes and Alaska Native Corporations required by Executive Order 13175 and Public Law 108-199, 118 Stat. 452, as amended by Public Law 108-447, 118 Stat. 3267 and FLPMA, at 43 USC 1712 (b), and United States Department of Agriculture and Forest Service policies. Use of the term "tribe," "tribes," or "tribal" is intended to include federally recognized Indian tribes and Alaska Native Corporations. Federally recognized Indian tribes and Alaska Native Corporations are listed by the Bureau of Indian Affairs at http://www.bia.gov/WhoWeAre/BIA/OIS/TribalGovernmentServices/TribalDirectory/

This guide is designed to describe other methods of intergovernmental engagement that tribal governments may find useful in addition to government-to-government consultation.

What Defines a State, Local, or Tribal Government?

The Planning Rule specifies that the Forest Service encourage participation by Federal agencies, State and local governments, and federally recognized Indian tribes or Alaska Native Corporations, but it does not describe what defines these entities. Therefore, entities seeking to be considered as a State, local or tribal government should first look at whether they are recognized as such by applicable laws. Tribal entities are determined by Federal and tribal law, and State agencies and local governments are determined by State law. See the examples of some unique government entities discussed in the text box below.

To be most effective, State, local and tribal governments should be prepared to clearly describe to Forest Service planning teams how their public mission or responsibilities are affected by or effect the management of National Forest System lands. Governments interested in participating will have a greater impact on the planning process by demonstrating their intent to contribute to planning efforts in an informed and engaged way. How much a government entity will need to be involved will vary by the type of engagement they are seeking as discussed in the next section.

Examples of Unique Government Entities

New Mexico Land Grants

A special form of local government in New Mexico is the community land grant-*mercedes*. If they are organized under New Mexico's land grant laws, community land grant-*mercedes* in New Mexico are political subdivisions of the State. Twenty-four community land grant-*mercedes* are official units of government within the State of New Mexico, while eight other community land grant-*mercedes* are not. Each State-recognized community land grant-*mercedes* has an elected board of directors that holds authority over planning, zoning, and other activities, including regulating land management activities consistent with State laws.

Some of the New Mexico land grant-*mercedes* have land use plans. For example, the San Joaquin De Chama Land Grant Management Plan includes management direction for riparian areas, camping, mining, grazing, cultural resources, as well as other uses and resources. Forest Service managers should give serious consideration to these land use plans, like other local government land use plans, during forest planning.

The New Mexico Land Grant Council is an agency of State government administratively attached to the New Mexico Department of Finance and Administration. It was founded in 2009 by statute and provides support to the 24 State-recognized land grants-*mercedes* in New Mexico. The council also serves as a liaison between these land grant-*mercedes* and other State agencies and the Federal Government. The New Mexico Land Grant Council and the Forest Service have developed a Memorandum of Understanding, along with a Master Stewardship Agreement, that is intended to pave the way to better cooperation and communication between the Forest Service and the land grant community.

Entities Influenced by the National Historic Preservation Act

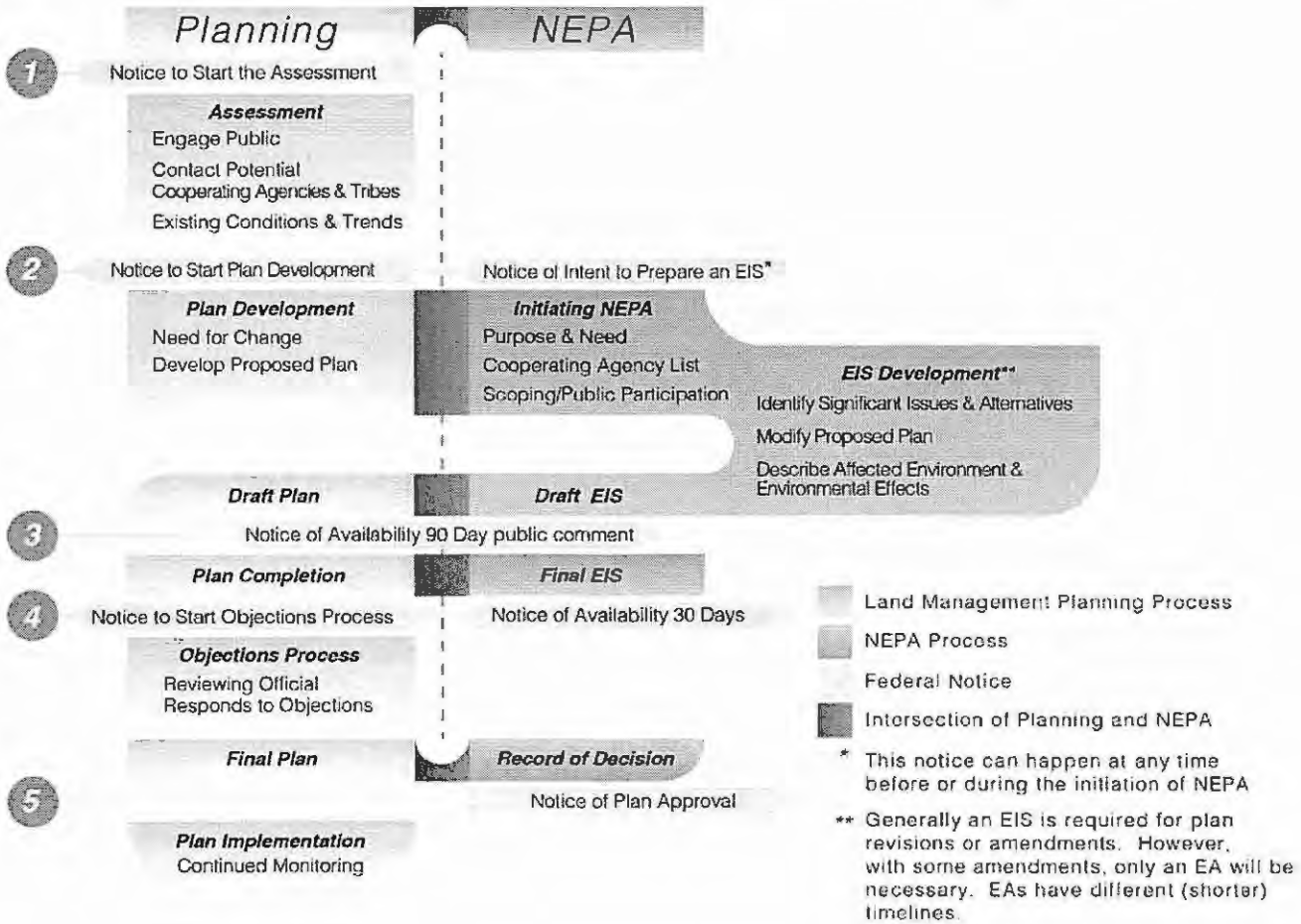
The National Historic Preservation Act contains language about the need for participation with local government agencies and other Federal agencies in land use planning, as well as in other plans that conserve cultural traditions and historic properties and support economies. This language is consistent with the intent behind the Planning Rule and should be a source of information, funding and collaboration in land management planning, especially regarding the Planning Rule's requirement to consider social, cultural, and economic elements in planning. The Act encourages the study and conservation of custom, culture, and traditions within the context of natural resource landscapes and encourages participation with local governments, tribal, and other "public" entities to consider these elements in implementing land management plans.

The Northern Rio Grande National Heritage Area is a federally designated National Heritage Area in New Mexico. This national heritage area includes an area of the upper Rio Grande valley that has been inhabited by the Puebloan peoples since pre-Columbian times. Eight pueblos are included in the heritage area: the Nambé, Ohkay Owingeh, Picuris, Pojoaque, San Ildefonso, Santa Clara, Taos and Tesuque pueblos as well as Jicarilla Apache reservation. Geographically, the National Heritage Area consists of three counties—Rio Arriba, Taos and Santa Fe.

Participating in the Planning Process

Overview of the Land Management Planning Process

The planning process consists of three major phases: assessment, plan development, and monitoring. The 2012 Planning Rule emphasizes public involvement through every step of the planning process and specifies working with State, local, and tribal governments to better serve all citizens. The graphic below shows an overview of the planning process.



During the **assessment**, the Forest Service will identify and evaluate existing economic, social, and ecological conditions in and around the national forest undergoing plan revision. **Plan development** uses the information from the assessment together with input from the public and other entities gathered through comments, collaboration, and other consultation to revise a forest plan. Once the plan is approved, it will guide project-level

decisions, like how and where to harvest timber. During implementation of the plan, **monitoring** of conditions on the ground helps determine whether the plan is actually achieving its intended desired conditions and objectives. Monitoring information helps managers determine whether they need to propose amending or revising the plan.

Roles and Responsibilities of Participating Governments

Intergovernmental participation should occur throughout the land management planning process and continue during monitoring and adaptive management. Engagement in each phase is important.

Examples of engagement include: in the assessment phase, State, local and tribal governments have the opportunity to provide all information they believe to be relevant to inform planning or the context for planning. The Planning Rule requires that responsible officials identify and consider relevant existing governmental information, such as state forest assessments and strategies, state wildlife data, relevant land management plans, local knowledge, etc. Engaging early to provide such information can help to build a cooperative relationship and ensure the agency has early access to key information. However, each State, local, or tribal government must determine its individual need for and level of participation.

While the Forest Service cannot delegate its ultimate decision-making authority, a goal of intergovernmental participation should be to identify opportunities to contribute to mutual objectives, resolve or reduce conflicts and achieve mutually agreeable outcomes with State, local and tribal governments. Examples of such outcomes could include more coordinated management of issues that cross jurisdictional boundaries, such as fire and habitat management; implementation of desired conditions and objectives that reflect joint goals with State, local and tribal governments; and recreation management that provides opportunities important to forest communities and other stakeholders. Other mutually supported outcomes could involve water management, emergency management services, and travel management planning, all of which can provide important social, cultural, and economic opportunities for affected communities.

To effectively engage with the Forest Service in the development or amendment of a land management plan requires communication, collaboration, coordination, and cooperation. These are further defined and explored below. The key to success for State, local and tribal governments is the willingness to make an investment of time to build and cultivate relationships and do their homework. Having a seat at the table is only one part of the participation equation. Being willing to attend meetings, read planning documents, and develop an understanding of the planning and environmental analysis process is what gets results. The bottom line for engaging in the land management planning process is that it really is an investment in time and resources that can spread over decades. Although that may seem like a long time, such an investment can help ensure mutually supported interests while acknowledging and maintaining the customs and culture of the local area. The resource needs will vary significantly according to the type of participation selected. Governments should consider principles and practices critical to successful participation at all levels. These include:

- a philosophy that planning is a collaborative partnership with the Forest Service;

- designation of one or more individuals as liaison(s) to the Forest Service planning team;
- a commitment to constructive participation in all meetings applicable to the role of governmental entities;
- a commitment to continuing involvement in implementation, monitoring and adaptive management; and
- a commitment to serving as connections between citizens and the Forest Service.

Understanding the Roles and Responsibilities of the Forest Service

To effectively participate in national forest planning, governments will require lead time to arrange for budgets and staffing. Therefore, to optimize the collaborative potential of these intergovernmental relationships, the Forest Service should communicate with interested governments prior to the start of the planning process.

The 2012 Planning Rule places a strong emphasis on providing opportunities for meaningful participation early and throughout the planning process, and directs outreach to "Tribes and Alaska Native Corporations, other Federal agencies, State and local governments, individuals, and public and private organizations or entities." This is an "open door" invitation to participate. The purpose is to foster greater recognition and discussion of issues that have cross-boundary effects, look for common objectives and solutions, and find opportunities to integrate management across landscapes.

Both the obligation and the opportunity for the Forest Service to engage State, local, and tribal governments in the planning process are emphasized in the 2012 Planning Rule:

> In providing opportunities for engagement, the responsible official shall encourage participation by:
>
> (iv) Federal agencies, States, counties, and local governments, including State fish and wildlife agencies, State foresters and other relevant State agencies. Where appropriate, the responsible official shall encourage States, counties, and other local governments to seek cooperating agency status in the NEPA process for development, amendment, or revision of a plan. The responsible official may participate in planning efforts of States, counties, local governments, and other Federal agencies, where practicable and appropriate.
>
> (v) Interested or affected federally recognized Indian Tribes or Alaska Native Corporations. Where appropriate, the responsible official shall encourage federally recognized Tribes to seek cooperating agency status in the NEPA process for development, amendment, or revision of a plan. The responsible official may participate in planning efforts of federally recognized Indian Tribes and Alaska Native Corporations, where practicable and appropriate.

Furthermore, the rule requires coordination with related planning efforts:

> The responsible official shall coordinate land management planning with the equivalent and related planning efforts of federally recognized Indian tribes, Alaska Native Corporations, other Federal agencies, and State and local governments.

In addition, the rule requires land managers to review the relevant planning and land use policies of other government entities and consider the relationship of those policies to the unit and the planning process:

> For plan development or revision, the responsible official shall review the planning and land use policies of [these entities], where relevant to the plan area. The results of this review shall be displayed in the environmental impact statement (EIS) for the plan (40 CFR 1502.16(c), 1506.2). The review shall include consideration of: (i) The objectives of [these entities], as expressed in their plans and policies; (ii) The compatibility and interrelated impacts of these plans and policies; (iii) Opportunities for the plan to address the impacts identified or contribute to joint objectives; and (iv) Opportunities to resolve or reduce conflicts, within the context of developing the plan's desired conditions or objectives.

Importantly, the rule makes clear that each entity retains its own jurisdictional and decision-making authority:

> Nothing in this section should be read to indicate that the responsible official will seek to direct or control management of lands outside of the plan area, nor will the responsible official conform management to meet non-Forest Service objectives or policies (36 CFR 219.4(b)).

Forest Service efforts to engage State, local and tribal governments in land management planning are intended to contribute to developing a final plan that is integrated across landscapes and has the kind of broad support that is essential to successfully implementing that plan.

While successful intergovernmental participation is heavily influenced by the local issues and relationships that have evolved before the start of the planning process, the Forest Service has a responsibility to ensure it provides opportunities for a level of engagement appropriate to the local issues and relationships. Good Forest Service practices that can enhance relationships with governmental entities include:

- understanding the various types of intergovernmental engagement as outlined in this guide, being prepared to fully explain these to representatives of State, local, and tribal governments, and assisting them in determining the role most appropriate to their interests and resources;
- engaging State, local, and tribal representatives well in advance of formally initiating the planning process;
- encouraging that agreed-upon engagement processes be formalized in a memorandum of understanding to avoid later confusion and misunderstandings;
- designating one or more individuals on the planning team to be the primary contact for participating governmental entities;
- engaging participating entities regarding good communication strategies for how to best relate to their constituencies; and
- whenever possible, attending meetings when participating entities request Forest Service presence,.

Methods of Engagement

State, local, and tribal involvement can occur in several ways and governments can select one or all of these methods. There is no one way of engaging; each entity must determine what types and levels of engagement are most effective for its situation. Active communication is a critical component of each of these methods and is fundamental to success. Active communication is needed before, during, and after the planning process is complete. Governments can engage in the development of the Forest Service's public participation plan at the outset of the planning process to ensure their part in the process.

There are four key methods of engagement governments can choose to be involved in Forest Service land management planning:

1) **Collaboration**: Collaboration is essentially people with diverse interests and ideas working together to achieve shared goals. State, local, and tribal governments can play

an important role identifying opportunities for public collaborative processes and participating in such processes. For example, collaborative groups created or facilitated by State, local, or tribal governments can play an important and constructive role promoting public participation in forest planning. State, local and tribal government participation in collaborative efforts initiated by others can also provide important opportunities to contribute to a broader understanding of the roles and contributions of a national forest as well as possible solutions to existing challenges.

What is the Required Level of Commitment for Successful Participation?
Government entities can be leaders in arranging and fostering collaborative community involvement and can seek to develop input that represents broad community consensus. These efforts can begin well in advance of the initiation of planning and can continue beyond the planning process to assist with plan implementation, monitoring, and adaptive management. Government's role should be to facilitate these efforts in the interest of increased public support, understanding, and mutually beneficial outcomes.

Collaboration in North Idaho

The Kootenai Valley Resource Initiative (KVRI) is a community-based collaborative effort in northern Idaho's Kootenai River Basin. The mission of KVRI is to improve coordination of local, state, Federal and tribal programs to restore and maintain social, cultural, economic, and natural resources. KVRI coordinates the efforts of a number of subcommittees, working with the appropriate group to accomplish the task at hand. The Kootenai Tribe was instrumental in working with local governing bodies to form the KVRI to restore and enhance the resources of the Kootenai Valley and is optimistic about the possibilities this collaboration can achieve. The Tribe believes that cooperation among all groups with a stake in the region is the only way to ensure the sound and prosperous future of the Kootenai Basin.
For more information see http://www.kootenai.org/kvri.html

2) **Cooperation**: State, local, and tribal governments often have cooperative arrangements with the Forest Service to accomplish work as a partnership. Governments should build upon or expand existing cooperative relationships with the Forest Service. The Forest Service and cooperating governments should each have a single primary point of contact designated to work together during the planning process.

A memorandum of understanding or similar mechanism is a good way to define the roles and responsibilities that foster cooperative relationships related to planning, including sharing capacity. For example, the USFS should consider adding State, local or tribal representatives to ID teams. As another example, the Forest Service and State, local or tribal government could share a resource expert or outreach staff position like a wildlife biologist or a tribal liaison to support an ID team. State and tribal fish and wildlife agencies might also agree with the Forest Service on how to effectively work together to collect and share data. Such efforts can help ensure a solid data set for monitoring, avoid redundancies, and maximize limited resources.

What is the Required Level of Commitment for Successful Participation?
Cooperation defines a relationship of ongoing communication and respect that should be

built between governments and the Forest Service. It requires an ongoing commitment that should be marked by periodic joint meetings. The planning process is an opportunity to establish this spirit of cooperation if such a relationship does not already exist.

3) **Coordination**. Coordination of Forest Service land management planning with the related planning efforts of State and local governments is mandated by the National Forest Management Act. Coordination with tribal governments is mandated by the Federal Land Policy and Management Act[2] and is defined in the planning directives.[3] The purpose of coordination is to ensure that landscape management has consistency across ecosystems and jurisdictions to achieve mutual goals, where possible.

   The Planning Rule emphasizes coordination by requiring that the Forest Service review and consider State, local, or tribal land use plans and policies during the planning process, and assess the interrelated impacts of these plans when developing proposed actions. Although the Forest Service is not mandated to comply with these other plans, they must consider and review them during the planning process.

   What is the Required Level of Commitment for Successful Participation? Successful coordination will depend on each party taking the time to understand each other's management objectives and working to find and include mutually beneficial and coordinated direction in final plans. For upcoming or ongoing planning efforts, State, local and tribal governments should be sure to inform the Forest Service and seek mutual dialogue and engagement early in the process. Where State, local or tribal governments have already adopted relevant land use plans or planning processes and polices, active engagement with the Forest Service can ensure that those plans and policies are known, understood, and effectively considered during the Forest Service planning process. In both cases, early and active engagement to share information and objectives is necessary for success. While State, local, and tribal governments lack jurisdiction over Federal lands within their areas, these lands are often included in broad local concepts of socioeconomic wellbeing, safety, and culture.

4. **Cooperating Agency Status**: Cooperating agency status is made available to State, local, and tribal governments (as well as other Federal agencies) under the National Environmental Policy Act (NEPA).[4] Thus, it applies only to that portion of the planning

[2] From the National Forest Management Act (NFMA), "the Secretary of Agriculture shall develop, maintain and, as appropriate, revise land and resource management plans for units of the National Forest System, coordinated with the land and resource management planning processes of State and local governments and other Federal agencies," [emphasis added] [16 USC 1604(a)]. From the Federal Land Policy and Management Act (FLPMA), "[I]n the development and revision of land use plans, the Secretary of Agriculture shall coordinate land use plans for lands in the National Forests with the land use planning and management programs of and for Indian tribes by, among other things, considering the policies of approved tribal land resource management programs" [43 USC 1712(b)].

[3] Coordination is defined in the committee recommendations on the Plan Directives as "Processes mandated by the NFMA (16 USC 1604(a)) and the FLPMA (43 USC 1712(b)) that require the Forest Service to work closely with state and local governments and Indian tribes on national forest planning and to give major consideration to potential impacts of national forest plans on state and local plans and land use planning and management programs of and for Indian tribes."

[4] 40 CFR 1508.5.

process that occurs during the environmental analysis process (also referred to as the NEPA process).

The Planning Rule directs the responsible Forest Service official to encourage governmental entities to request cooperating agency status where appropriate.[5] The Planning Handbook further directs this request should, under most circumstances, be granted by the Forest Service when the cooperator has "special expertise" or "jurisdiction by law" and can be expected to meet the cooperating agency requirements outlined in the regulations.[6] Occasional denials of status have been based on Forest Service determination that the applicant either did not meet the criteria for being a governmental entity or lacked "special expertise" or "jurisdiction by law." In that event, the entity that has been denied may have a right of appeal. Examples of "special expertise" or "jurisdiction by law" may include expertise in fire prevention and management, recreation management, or State fish and wildlife management jurisdiction.

The directives also encourage the Forest Service and the cooperating agency to develop a formal memorandum of understanding outlining the terms of the cooperation (see example in the appendix). Cooperating agency status should include an opportunity for involvement on interdisciplinary planning teams and access to NEPA analysis documents before a final decision is issued.

What is the Required Level of Commitment for Successful Participation? As indicated above, cooperating agency status for State, local, and tribal governments does not become effective until initiation of public participation (often referred to as "scoping") under the NEPA process [link to graphic of planning process]. The assessment phase of planning, when the agency collects information on social, cultural, economic and ecological conditions in and around the national forest, will have been completed at this point. For this reason, governments are strongly encouraged not to wait for cooperating agency status to begin their engagement in forest plan revision. Because the granting of cooperating agency status is recognition of "special expertise" or "jurisdiction by law," governments should carefully assess what expertise they can bring to the NEPA process as well as the capability of their designated representative(s) to deliver that expertise. These designated individuals become an integral part of the NEPA interdisciplinary team at this point. They should be able to commit the necessary time toward the process as outlined by the team leadership. The expectations and commitments of both parties should be stated in the memorandum of understanding.

[5] 36 CFR 219.4 (a)(1); see also FSH 1909.12, Chapter 10, section 44.2.

[6] Id., see also 40 CFR 1501.6(b).

Examples of Cooperation and Coordination

Wyoming Coalition of Local Governments

Four counties and five conservation districts in western Wyoming formed the Coalition of Local Governments in 2004 to pool resources and coordinate comments on the revisions for BLM and National Forest land use plans. In addition to the land use plans, the local governments requested cooperating agency status for all major projects in the region. While the focus has been to protect local land use plans and interests, the Coalition has shaped the economic debate by introducing a more regional economic focus and has shaped the environmental debate by identifying and addressing issues that may be of concern. The Coalition members routinely seek information from the industries important in Wyoming including agriculture and energy.

Above all, the Coalition efforts have served to inform agency officials of local government concerns and challenges which in turn will maximize the potential over the years that new Federal initiatives will be adjusted to reflect local government plans.

The California Biodiversity Council

The California Biodiversity Council was formed in 1991 to improve coordination and cooperation between the various resource management and environmental protection organizations at Federal, State, and local levels. Its purpose is to discuss, coordinate, and assist in developing strategies and complementary policies for conserving biodiversity. Members exchange information, resolve conflicts, and promote development of regional conservation practices. The Council has 42 members, including 20 State agencies, 12 Federal agencies, and 10 local governments. The Council meets 2 to 3 times a year on issues relating to natural resource conservation in California.
For more information see http://biodiversity.ca.gov/.

Opportunities to Resolve Conflicts Prior to a Final Decision

Final land management plans processed under the 2012 Planning Rule are no longer subject to an administrative appeals process. Today, they are governed by the "predecisional administrative review process," also known as the "objection process." The intent of the objection process is to allow the public and governmental entities the opportunity to review final plans and documents, and to work with the Forest Service to resolve any outstanding conflicts before a decision is signed. The Forest Service believes that considering public concerns before a decision is made aligns with the collaborative approach to public land management and results in better, more informed decisions.

The steps of the objections process are generally as follows:

- Following public notice by the Forest Service that the plan, environmental impact statement, and draft record of decision are available, there is a formal time period, normally 60 days, for the filing of an objection. Generally, only a party who has

submitted substantive formal comments on the plan is eligible to file an objection. The objection must relate to matters addressed in the comment. An exception to the requirement for a prior substantive formal comment is when the objection concerns an issue that arose after the opportunities for formal comment.

- Within 10 days of the close of an objection filing period, the responsible official must post a list of all objections and provide information as to how an "interested person" can participate in the objection resolution process. An interested person may not want to object but wants to be involved in resolution of the conflict. An interested person must have previously submitted substantive formal comments on the proposed plan.
- The Planning Rule directives outline special provisions applicable to governmental entities in the objection process. The Forest Service must directly notify tribal governments and cooperating agencies of objections that have been filed and provide them the opportunity to participate in the objection process as interested parties. State and local governments that are not cooperating agencies but who participated in the planning process are to be informed of objections and provided the opportunity to file for interested person status.

Continuing Participation After the Plan Is Approved

Implementation of the Plan

Once revision of a land management plan is complete, the Forest Service will begin managing the national forest or grassland consistent with the direction contained in the new plan. All projects, such as timber sales, motorized trail development or wildlife habitat improvement, must be consistent with direction in the revised plan. The Forest Service will continue to work with the public, other stakeholders, and government partners to develop these projects.

Monitoring and Adaptive Management

During the life of the plan, the Forest Service and its partners must work together to **monitor** the effectiveness of the revised plan. The plan monitoring program must include monitoring questions and indicators about ecological, social, cultural, and economic impacts of plan implementation. Monitoring provides feedback by testing assumptions, tracking relevant conditions over time, and measuring management effectiveness. This information helps managers determine whether to propose one or more changes to the plan through amendment or revision. The process of monitoring, evaluating, and adjusting, referred to as adaptive management, is central to the Forest Service's ability to respond to changing conditions over time.

The Forest Service is required to develop two types of monitoring programs associated with the revised plan:

- **Plan Monitoring Program:** The plan monitoring program is designed to test whether assumptions made during planning were accurate and to track progress towards meeting the desired conditions set out in the revised plan. Information from the plan monitoring program informs the Forest Service and the public as to whether a change to the plan is necessary.

- **Broad-scale Monitoring Strategy:** The Forest Service is required to design and implement a broad-scale monitoring strategy to support plan monitoring. This monitoring program will be developed by the Regional Forester with input from the Forest Supervisors. It is designed to ask and answer socioeconomic and ecological questions in the plan monitoring programs that are best answered at a larger geographic scale (for example, whether and how climate change is affecting water availability across an ecosystem such as the Great Basin).

These monitoring programs do not lead to decisions about management actions; they inform the Forest Service and the public about how the land management plan is performing. Every two years, the Forest Service must use monitoring data to compile a monitoring evaluation report, which must indicate whether a change to the plan, management activities, the monitoring program, or a new assessment is warranted. If a change to the plan is appropriate based on monitoring results, the Forest Service will begin the process to amend or revise the plan. While assessments are not required for amendments, the Forest Service may do an assessment if more information is needed. In either case, the public must be provided the opportunity to be involved in any process to amend or revise the plan.

The Forest Service is required to do quite a bit of monitoring to determine whether the revised forest plan is meeting expectations, and monitoring can be expensive, time-consuming, and labor-intensive. The Forest Service expects that it will need to rely on the help of its partners to collect data for each of its monitoring programs. The Forest Service may also use existing data sources such as national and regional inventory, monitoring, and research programs that include the efforts of State, local, or tribal governments. During the planning process, State, local and tribal governments should consider opportunities for mutually beneficial multi-party monitoring. Such partnerships can increase overall capacity available for complex monitoring tasks and help design creative monitoring strategies that meet the goals of many participants.

Conclusion

Being a part of the Forest Service's land management planning process provides great opportunities for State, local, and tribal governments to work together on shared land management goals as well as individual government needs. It is the goal of all government entities to be effective, efficient, and to provide for their citizens. Early and informed involvement by State, local, and tribal government entities will foster cooperation, trust, and respectful relationships for years to come.

Appendix: Sample Intergovernmental Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
BETWEEN
BOARD OF COMMISSIONERS OF SAN MIGUEL COUNTY, COLORADO
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
UNCOMPAHGRE NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the San Miguel County Board of Commissioners, hereinafter referred to as the "County" and the United States Department of Agriculture, Forest Service, Uncompahgre National Forest, hereinafter referred to as "Forest Service". Collectively, the County and the Forest Service may be referred to as the Parties or Cooperators.

PURPOSE:

The purpose of this Memorandum of Understanding is to establish a mechanism for consultation in land use actions and to determine appropriate involvement by each party in the development, implementation, and revisions of respective land use plans.

STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Parties recognize that policy, land use, or development decisions by one party affect similar decisions by the other. The Parties agree to coordinate their respective planning and decision making activities in a manner consistent with the respective responsibilities and authorities assigned to each.

BOTH PARTIES SHALL:

1. Cooperate in land use decision making, including consultation in land use decisions and in preparation of land use plans, including any amendment to or revision to such plans.

2. Inform each other as far in advance as possible of anticipated plans and proposed activities that might affect either party. In no case shall such information be provided less than 30 days prior to the adoption of such plans or the taking place of such activities. Furthermore, each party will consult with the other before issuing any announcements on proposed changes in land use policies or plans. Non-response by either party after 30 days from receipt of notification regarding a particular issue shall indicate lack of desire to comment on that issue.

A. FOREST SERVICE SHALL:

1. Provide for meaningful involvement of County officials in the development and implementation of land use plans, programs, regulations, and decisions for National Forest System lands and consider those views in the decision process. Participation

will include involvement in issue identification, development of planning criteria, analysis of preliminary recommendations and conflicts during the process, and the environmental documentation process.

2. To the extent possible and consistent with the laws governing the administration of the National Forest System lands, coordinate the land use inventory, planning, and implementation activities of National Forest System lands with the land use planning and implementation programs of the County. The Forest Service shall assure that consideration is given to County land use plans that are consistent with the purposes, policies, and programs of federal law and regulations applicable to National Forest System lands and management.

3. Provide an opportunity to participate in the review and/or development of the requisite environmental analysis for proposals submitted to the Forest Service that would affect land use or development in San Miguel County. Those types of applications the County may be asked to review include, but are not limited to, those examples in **Appendix A**, labeled **Forest Service Documents Reviewed by the County**, enclosed herewith.

4. Stipulate in land use authorizations, by reference to applicable regulations, compliance with State and local standards for public health and safety, and State and local laws except that such laws apply only to the extent they do not impermissibly conflict with the achievement of a Congressionally approved use of National Forest System lands.

5. Make available to the County, upon request, resource and land use information where not prohibited by applicable federal statutes, rules and regulations. The County agrees for the purpose of the Colorado Public Records Act, C.R.S. 24-72-204 (3)(a), to recognize the confidentiality of any documents provided upon request.

6. Make personnel available to assist the County in mutually beneficial data gathering and land use planning when determined by the District Ranger to be practical, recognizing financial and personnel constraints.

7. At the time of Administrative Segregation of Forest Service land being considered for conveyance or exchange within San Miguel County, notify the Board of County Commissioners of such Segregation, and accept and seriously consider comment from the Board of County Commissioners on possible Forest Service action.

E. COUNTY SHALL:

1. Provide for meaningful involvement for Forest Service officials in developing comprehensive plans (Master Plans), zoning, and revisions thereto, for lands in San Miguel County. The Forest Service involvement will include review and comment on planning and zoning proposals, development of best management practices, and involvement in revisions.

2. To the extent possible and consistent with the laws governing the administration of the private land within San Miguel County, coordinate the land use inventory, planning, and implementation activities of such lands with the land use planning and implementation programs of the Forest Service. The County shall assure that

consideration is given to National Forest System land use plans that are germane in the development of land use plans for private lands within San Miguel County. The Forest Service will assist in resolving inconsistencies between land use plans of the National Forest and the County.

3. Provide an opportunity to participate in the review and/or development of the requisite environmental analysis for proposals submitted to the County that would affect land use or development on National Forest System lands. Those types of applications the Forest Service may be asked to review include, but are not limited to, those examples in **Appendix B**, labeled **County Documents Reviewed by the Forest Service**, enclosed herewith.

4. Make available to the Forest Service, upon request, social, economic, land and resource information in the County's possession.

5. Make County expertise or personnel available for data-gathering, environmental studies, and land use planning which would be mutually beneficial when determined by the County to be practical, recognizing financial and personnel constraints.

6. Unless agreed to the contrary, the County shall not rezone any land described in D7 above, during the period between notification and actual conveyance.

F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES TO:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Forest Service and the County and shall remain in effect for five (5) years from the date of execution. This MOU may be extended or amended upon written request of either the Forest Service or the County and the subsequent written concurrence of the other Party. Either the Forest Service or the County may terminate this MOU with a 60-day written notice to the other Party.

4. SUPERSEDED AUTHORIZATION. This agreement supersedes and replaces the previous Memorandum of Understanding dated April 7, 1994 between the Uncompahgre National Forest and the Board of Commissioners of San Miguel County, Colorado.

5. RESPONSIBILITIES OF PARTIES. The Forest Service and the County and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

6. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact

JUDY SCHUTZA
District Ranger

Norwood Ranger District
PO Box 388
Norwood, CO 81423

Phone: 970-327-4261
FAX: 970-327-4854
E-Mail: jschutza@fs.fed.us

Forest Service Project Contact

CHARLES S. RICHMOND
Forest Supervisor

Grand Mesa, Uncompahgre and
Gunnison National Forests
2250 U.S. Highway 50
Delta, CO 81416

Phone: 970-874-6600
FAX: 970-874-6698
E-Mail: csrichmond@fs.fed.us

San Miguel County Board of Commissioners

Board Chairperson

PO Box 1170
Telluride, CO 81435

Phone: 970-728-3844
FAX: 970-728-3718
E-Mail: bocc@sanmiguelcounty.org

SECONDARY CONTACTS:

Forest Service:	*San Miguel County Board of Commissioners*
Dee A. Closson Lands Staff Officer	Nina Kothe Assistant to the Board
Norwood Ranger District PO Box 388 Norwood, CO 81423	PO Box 1170 Telluride, CO 81435
Phone: 970-327-4261 FAX: 970-327-4854 E-Mail: daclosson@fs.fed.us	Phone: 970-728-3844 FAX: 970-728-3718 E-Mail: ninak@sanmiguelcounty.org

7. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate either the Forest Service or the County to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and the County will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

8. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

9. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in the document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

Board Chairperson DATE

USDA FOREST SERVICE

JUDY SCHUTZA DATE
District Ranger

USDA FOREST SERVICE

CHARLES S. RICHMOND DATE
Forest Supervisor

The authority and format of this instrument has been reviewed and approved for signature.

MERNA FEHLMANN DATE
FS Agreements Coordinator

Appendices:
Appendix A: Forest Service Documents Reviewed by the County
Appendix B: County Documents Reviewed by the Forest Service

Appendix A

Forest Service Documents Reviewed by the County

San Miguel County will be afforded an opportunity to review and comment on the following types of applications or proposals that may be filed with the Forest Service and which may impact private land within San Miguel County, including, but not limited to:

1. Sales, exchanges, leases, or other conveyances of lands, and any changes in designation of parcels for disposal to private ownership on the Norwood Ranger District Land Adjustment Map.
2. Withdrawals and revocations.
3. Rights-of-way for roads, power lines, pipelines, telephone lines and other projects.
4. Forest planning information, resource information and resource management plans.
5. Environmental assessments and environmental impact statements.
6. Forest Service designations of special use area, i.e., community gravel pits, communications site complex(s).
7. Oil, gas, and mineral exploration, development and production.
8. Mineral exploration and reclamation plans.
9. Mined land reclamation plans.
10. Sand and gravel contract applications.
11. Proposed timber sales and timber management plans affecting County roads and bridges.
12. Water diversion projects.
13. Recreation plans.
14. Revisions of grazing allotment management plans.
15. Special Use Permits which may affect private lands in the unincorporated areas of the County.

Appendix B

County Documents Reviewed by the Forest Service

The Forest Service will be afforded an opportunity to review and comment on the following types of applications or proposals that may be filed with San Miguel County and which may impact public lands, including, but not limited to:

1. Residential subdivisions, mobile home parks and commercial or industrial development within one mile of Forest Service land.
2. Roads, power lines, pipelines, telephone lines, and similar rights-of-ways.
3. Solid waste disposal sites and sewage treatment sites within one mile of Forest Service lands.
4. Sand and gravel permits within one mile of Forest Service lands.
5. Building permits where access to the site crosses Forest Service lands. *(For situations where a new road or driveway connects to a Forest Service road or crosses Forest Service lands.)*
6. Special Use Permits which may affect Forest Service lands.
7. Zoning regulations, amendments and changes.
8. Subdivision regulations, amendments and changes.
9. County reviews regarding Areas and Activities Designated as Matters of State interest (1041 Regulations).
10. County Road Designations and Standards, regulations, amendments and changes.
11. Pesticide spraying areas (Pesticide use proposal required 30 days prior).
12. Dust prevention plans.
13. Plowing snow – Forest Service Developed routes.
14. Multi-use trails plans.
15. Actions affecting existing or potential access to Forest Service land.

2011

United States Department of Agriculture
Forest Service
Manti-La Sal National Forest

Supervisor's Office
599 West Price River Drive
Price, UT 84501
Phone # (435) 637-2817
Fax # (435) 637-4940

File Code: 1620
Date: August 8, 2011

RECEIVED AUG 12 2011 BY:

Grand County Council
125 E. Center St
Moab, UT 84532

Dear Grand County Council:

Several years ago when the Manti-La Sal was engaged in Forest Planning, your county had cooperating agency status. The agreement formalizing this relationship has expired. In order for us to continue this beneficial relationship, we have created another Memorandum of Understanding (MOU) between the county and the Manti-La Sal National Forest. Before we take further steps along the path of approval, we would like each of you and your county attorney to review the attached agreement.

As is the case with all federal agreements, this one has a number of mandatory clauses. In addition, the template for MOUs has changed so this one does not look like the previous agreement.

The Moab-Monticello District Ranger, Mike Diem, and Rosann Fillmore will be meeting with you at one of your regularly scheduled Council meetings in September or October. At that time, I hope we will be able to have your approval of the agreement and acquire signatures. The agreement will be in effect for five years, unless terminated by one of the parties.

Enclosed are two (2) originals of the proposed Memorandum of Understanding, Agreement #12-MU-11041000-003 regarding Grand County's Cooperating Agency status. Each needs to be signed by the county Council chairman, if it is approved at your meeting.

If you have questions or concerns, please contact Rosann Fillmore, Public Affairs Specialist at 435-636-3525 or rdfillmore@fs.fed.us; or Cindy Sessions, Grants and Agreements Specialist at 801-975-3491 or chsessions@fs.fed.us. Thank you for your consideration.

Sincerely,

Pamela E. Brown

PAMELA E. BROWN
Forest Supervisor

2011

FS Agreement No. 12-MU-11041000-003
Cooperator Agreement No.

MEMORANDUM OF UNDERSTANDING
Between The
GRAND COUNTY
And The
USDA, FOREST SERVICE
MANTI - LA SAL NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Grand County, hereinafter referred to as "Grand County," and the USDA, Forest Service, Manti - La Sal National Forest, hereinafter referred to as the "U.S. Forest Service."

Background: The Manti-La Sal National Forest is partially located within the boundaries of Grand County. It has a mission to manage the forest resources in a way that benefits resources and users, many of whom live in Grand County. Grand County officials have been duly elected to represent the residents of Grand County. As the Forest Service engages in broad scale programmatic planning, both Grand County residents and the agency would benefit from a cooperative relationship. This agreement allows for open discussion and exchange of ideas between Grand County officials and Forest Service officers regarding the best management of forest resources.

Title: Cooperating Agency Agreement

I. **PURPOSE:** The purpose of this MOU is to establish Cooperating Agency status for Grand County regarding broad scale programmatic planning for the management of forest resources and to define the relationship and duties of the Forest Service and Grand County for that purpose in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Since a portion of the Manti – La Sal National Forest resides in Grand County and many of the inhabitants use and enjoy much of the forest resources, it is beneficial to both the U.S. Forest Service and Grand County to cooperate in the planning process regarding the use of such resources.

The U.S. Forest Service strives to protect forest resources while serving the multiple, varied needs of the people who use and enjoy the forest. It is more likely to meet these goals if it has open and frequent discussions with the people who live near the forest and the officials elected to represent them.

By cooperating with Grand County the U.S. Forest Service will have more opportunity to consider the diverse ideas and opinions regarding the management of

forest resources; and Grand County will have more involvement in planning for the management of forest resources than would be possible otherwise.

In consideration of the above premises, the parties agree as follows:

III. GRAND COUNTY SHALL:

A. Attend planning meetings and hearings at the invitation of the Forest Service. A designated commissioner or their representative will provide comments, information and data available to Grand County that would assist the Forest Service in planning for the best management of resources.

B. Provide available maps, reports and studies to the U.S. Forest Service for forest management planning purposes.

C. When requested, provide review, analysis and comments regarding any draft documents related to planning.

D. Be available to discuss any documents or analysis provided by Grand County with the planning Interdisciplinary Team and other planning officials.

IV. THE U.S. FOREST SERVICE SHALL:

A. Provide current information to Grand County regarding its planning process, matters under consideration, schedule of meetings, and personnel contact information.

B. Develop a consistent method of communication for the development of forest management plans that is consistent with the "Notices" clause of the agreement.

C. Provide maps, reports, studies, expert time, staff time, which will help the Grand County fully cooperate in the planning process.

D. Be available to discuss any documents or analysis provided to Grand County.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. DELIBERATIVE PROCESS. Documentation of or pertaining to pre-decisional analysis and deliberations shall be treated as privileged interagency communication and managed as protected records to the extent allowed under federal and state laws.

B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Chris Baird Address: 125 E. Center Street City, State, Zip: Moab, UT 84532 Telephone: 435-259-1342 Email: cbaird@grand.utah.gov	Name: Melinda Brimhall Address: 125 E. Center Street City, State, Zip: Moab, UT 84532 Telephone: 435-259-1347 Email: melindabrimhall@grand.utah.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Rosann Fillmore Address: 599 W. Price River Drive City, State, Zip: Price, UT 84501 Telephone: 435-636-3525 FAX: 435-637-4940 Email: rfillmore@fs.fed.us	Name: Cindy Sessions Address: 2222 West 2300 South City, State, Zip: Salt Lake City, UT 84119 Telephone: 801-975-3491 FAX: 801-975-3483 Email: chsessions@fs.fed.us

C. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this agreement.

D. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Grand County is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Grand County, at Grand County's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

E. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Grand County from participating in similar activities with other public or private agencies, organizations, and individuals.

F. ENDORSEMENT. Any of Grand County's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Grand County's products or activities.

G. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Grand County to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

I. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise there from, either directly or indirectly.

J. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

K. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All

cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

L. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Grand County is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Grand County is cooperating with the U.S. Forest Service, Department of Agriculture, Manti – La Sal National Forest in planning for the management of forest resources."

Grand County may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Grand County is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

M. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Grand County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

> ***In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)***
>
> **To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.**

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

O. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

P. DEBARMENT AND SUSPENSION. Grand County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Grand County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, and then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

Q. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 31, 2016 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

S. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

9-20-11

CHRIS BAIRD, Council Chair — Date
Grand County

Pamela E. Brown

9/21/11

PAMELA BROWN, Forest Supervisor — Date
U.S. Forest Service, Manti – La Sal National Forest

The authority and format of this agreement have been reviewed and approved for signature.

Cindy Sessions 8/5/11

CINDY SESSIONS Date

U.S. Forest Service Grants & Agreements Specialist

Burden Statement

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AGENDA SUMMARY **GRAND COUNTY COUNCIL MEETING** AUGUST 16, 2016 Agenda Item: P	
TITLE:	Adopting proposed resolution establishing Grand County's role as lead agency in the local Intergenerational Poverty Initiative (IGP)
FISCAL IMPACT:	None/minimal
PRESENTER(S):	Chairwoman Tubbs

Prepared By:

Ruth Dillon
Council Administrator
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FOR OFFICE USE ONLY:

Attorney Review:

None requested

RECOMMENDATION:

I move to adopt the proposed resolution establishing Grand County's role as lead agency in the local Intergenerational Poverty Initiative and authorize the Chair to sign all associated documents.

BACKGROUND:

See attached proposed resolution.

ATTACHMENT(S):

1. Proposed resolution

RESOLUTION_____

A RESOLUTION OF THE GRAND COUNTY COUNCIL ESTABLISHING GRAND COUNTY'S ROLE AS LEAD AGENCY IN THE LOCAL INTERGENERATIONAL POVERTY INITIATIVE

DRAFT

WHEREAS, state and local officials have been actively seeking solutions to break the cycle of intergenerational poverty, defined as "poverty in which two or more successive generations of a family continue in the cycle of poverty and government dependence;" and

WHEREAS, in 2012 the Utah legislature passed the Utah Intergenerational Poverty Mitigation Act, which requires state agencies to work collaboratively to identify, track and support families at risk of intergenerational poverty; and

WHEREAS, in 2012 and 2013 the Utah legislature created and implemented the Intergenerational Welfare Reform Commission, comprised of the state departments of Workforce Services, Human Services, Health, Education, and Juvenile Court, with a primary focus on children in poverty; and

WHEREAS, the Intergenerational Welfare Reform Commission gathered and analyzed data into four focus areas of child well-being: Early Childhood Development, Education, Family Economic Stability, and Health—each with a five- and 10-year goal; and

WHEREAS, according to research compiled by the Intergenerational Welfare Reform Commission, in Grand County—one of Utah's counties with the largest number of children at risk of intergenerational poverty—52% of children are at risk of remaining in poverty as adults; and

WHEREAS, Workforce Services, as part of the Intergenerational Welfare Reform Commission, is working with multiple state agencies and other key partners to understand intergenerational poverty and reduce the number of children who remain in poverty as adults; and

WHEREAS, Workforce Services is currently encouraging eligible communities to submit for a rural "Community Planning Grant to Address Intergenerational Poverty" through Temporary Assistance for Needy Families (TANF)," a federal block grant awarded to states to provide the opportunity to develop and implement innovative strategies and approaches to remove families from dependency on public assistance and into work; and

WHEREAS, the purpose of the rural Community Planning Grant is to encourage counties with the largest number of children at risk of intergenerational poverty to develop a county-level plan and local outcomes and solutions that reduce the incidence of poverty from one generation to the next; and

WHEREAS, communities to be considered for the Community Planning Grant will provide evidence of strong engagement and leadership at all levels and across multiple systems, and include a strong leadership team with required local partners from agencies overseeing human services, association of governments, health, workforce development, higher education, education and early childhood; and

WHEREAS, communities to be considered for the Community Planning Grant must demonstrate the ability to track and manage data based on outcomes; and

WHEREAS, partnerships are required from each of the following: Early Childhood, Public Health, K-12 Education, Workforce Development, Economic Development, Higher Education, Behavioral Health, Juvenile Justice, and an organization representing families experiencing poverty; and

WHEREAS, a local partnership is the process of forming the local Intergenerational Poverty Initiative with local representation from the Grand County Council, Head Start, the Health Department, the School District, Workforce Services, the Small Business Development Center, Utah State University-Moab, Juvenile Justice Court, and the Moab Valley Multicultural Center; and

WHEREAS, a lead agency must be able to support the local partnership and its ability to identify and contract with a planning team coach to support the planning efforts; and

WHEREAS, in order to receive funds from the rural Community Planning Grant, eligible counties must submit a letter of interest from a lead agency; and

WHEREAS, a lead agency must be one of the following: County Government, Local Education Agency, Behavioral Health Authorities, Association of Government-Tripartite Board, City Government, Higher Education, or Local Public Health Agency; and

WHEREAS , the forming local partnership is in favor of having Grand County act as the lead agency on behalf of the local Intergenerational Poverty Initiative.

NOW THEREFORE, THE GRAND COUNTY COUNCIL RESOLVES THAT:

Grand County shall be named as lead agency for the local Intergenerational Poverty Initiative with the intention of supporting the local partnership in moving forward with planning efforts to break the cycle of intergenerational poverty.

DRAFT

APPROVED THIS __16th__DAY OF__AUGUST, 2016, BY THE FOLLOWING VOTE:

AYE: _____
NAY: _____
ABSENT: _____

ATTEST:

_____
Diana Carroll, Clerk/Auditor

GRAND COUNTY COUNCIL

_____
Elizabeth A. Tubbs, Chair

DRAFT

CONSENT AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

AUGUST 16, 2016

Consent Agenda Item: Q

TITLE:	Q. Approving retail beer license for Western Spirit Cycling for Outerbike – Consumer Bike Show scheduled for September 30-October 2, 2016
FISCAL IMPACT:	See Corresponding Agenda Summary, if any
PRESENTER(S):	None

Prepared By:

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FOR OFFICE USE ONLY:

Attorney Review:
N/A

RECOMMENDATION:
I move to adopt the consent agenda as presented and authorize the Chair to sign all associated documents.

BACKGROUND:
See corresponding agenda summary, if any, and related attachments.

ATTACHMENT(S):
See corresponding agenda summary, if any, and related attachments.

GRAND COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF UTAH

Application for Retail Beer License

TO THE HONORABLE BOARD OF COUNTY COUNCIL, GRAND COUNTY, UTAH

Name WESTERN SPIRIT CYCLING - ASHLEY KORENBLAT

Address 478 MILL CREEK DR., MOAB, UT 84532

Nature of Business OUTERBIKE - CONSUMER BIKE SHOW

Address of Business 478 MILL CREEK DR, MOAB, UT 84532

Hereby applies for a license to vend light beer at retail for and on behalf of _____
OUTERBIKE

whose { partners / officers and / directors } are as follows: ASHLEY KORENBLAT

and who have complied with the statutory requirements and possess the qualifications specified in the Liquor Control Act of Utah and request license to be issued for the following particular premises at BAR M - MOAB BRAND TRAILS - TRAILHEAD in MOAB, Utah, for a term of 1 months, commencing the 30 day of SEPTEMBER, 20 16, and ending the 2 day of OCTOBER, 20 16

It is expressly understood that the County Council may with or without hearing refuse to grant the license herein applied for, or if allowed will be granted and accepted by Licensee on condition that it may be revoked at the will and pleasure of the County Council of said County, and no cause therefore need be stated when in their opinion such action is necessary for the protection of the public health, peace or morals, or for violation of law or ordinances relating to beer or the Licensee's conduct of licensed premises.

Dated this 5TH day of AUGUST, 2016

ASHLEY KORENBLAT

APPROVED BY GRAND COUNTY COUNCIL

Date 8/8/16 Sanitarian _____

Date 8/5/16 Grand County Sheriff _____

Date _____ Council Chair _____

EVENT PERMIT
"TEMPORARY BEER"
Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an organization for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of an alcoholic product on the event premises

AUTHORITY: Utah Code 32B-9-201

GRAND, [ ] City [ ] Town [x] County
Local business license authority

hereby grants its consent to the issuance of a single event permit license to:

Applicant Entity/Organization: OUTERBIKE / WESTERN SPIRIT CYCLING

Event location address: BAR M - BRANDS TRAILHEAD, MOAB UT 84532
street, city, state zip

On the SEPTEMBER 30 TO OCTOBER 2, 2016
dates day(s) of month, year

during the hours of 6AM - 10PM, pursuant to the provision of Utah Code 32B-9.
defined hours from - to

Authorized Signature

Name/Title

Date

This is a suggested format. A locally produced city, town, or county form is acceptable. Local consent may be faxed to the DABC at 801-977-6889 or mailed to: Department of Alcoholic Beverage Control, PO Box 30408, Salt Lake City, UT 84130-0408
Single Event Local Consent (02/2012)