GRAND COUNTY COUNCIL
REGULAR MEETING

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

AGENDA
Tuesday, September 20, 2016

4:00 p.m.

- **Call to Order**
- **Pledge of Allegiance**
- **Approval of Minutes** (Diana Carroll, Clerk/Auditor)
  - A. August 16, 2016 (County Council Meeting) (Postponed from September 6, 2016)
  - B. August 30, 2016 (County Council Special Meeting: EMS Assessment Report) (Postponed from September 6, 2016)
  - C. September 6, 2016 (County Council Meeting)
- **Ratification of Payment of Bills**
- **Elected Official Reports**
- **Council Administrator Report**
- **Department Reports**
- **Agency Reports**
- **Citizens to Be Heard**
- **Presentations**
  - D. Public Defender Semi-Annual Report (Don Torgerson, Torgerson Law Offices, P.C.)
  - E. Museum of Moab Semi-Annual Report (John Foster, Museum Director)
  - F. Solid Waste Management District presentation on ongoing financial needs and obligations for purposes of later Council determination of Transient Room Tax (TRT) and/or other eligible allocations (Deborah Barton, District Manager, Solid Waste Management Special Service District No. 1)
- **Discussion Items**
  - G. Discussion on identifying community representation of a new working group to study and recommend options for long-term placement and sustainability of Emergency Medical Services as an agency (Andy Smith, EMS Director)
  - H. Discussion on calendar items and public notices (Ruth Dillon, Council Administrator)
- **General Business- Action Items- Discussion and Consideration of:**
  - I. Approving bid award for purchase of a truck for Emergency Medical Services (Andy Smith, EMS Director)
  - J. Approving proposed letter of intent to the Community Impact Fund Board (CIB) regarding a 2017 commitment of $300,000 to the "Utah State University Regional Campus Development Set-aside Fund" on behalf of the CIB application entitled "Road and Utility Corridor for Workforce Housing, Commercial Development, and Higher Education Development" (Council Member Baird and Steven Hawks, Dean and Executive Director, USU-Moab)
  - K. Approving proposed wage adjustments for all employees working at the Family Support Center (Graig Thomas, Human Resources Director and Diana Carroll, Clerk/Auditor)

L. Approving proposed scope of work-based reclassification and corresponding job description amendments of the Deputy Clerk/Auditor IV position (Graig Thomas, Human Resources Director and Diana Carroll, Clerk/Auditor)

M. Approving proposed market-based & scope of work-based reclassification and corresponding job description and job title amendments of the Community Development Director position (Graig Thomas, Human Resources Director and Ruth Dillon, Council Administrator)

N. Approving proposed market-based reclassification of the Airport Manager position (Graig Thomas, Human Resources Director and Ruth Dillon, Council Administrator)

O. Approving draft letter to Moab City regarding a proposed annexation of multiple parcels located near 400 North and Stewart Lane (Community Development Representative)

P. Adopting proposed resolution approving percentage allocations to Districts for funds to be received in calendar year 2017 from:

1. UDOT-Appropriated+ Mineral Lease funds
2. DWS-Appropriated Mineral Lease funds (formerly referred to as Mineral Bonus)
3. State PILT (Payment in Lieu of Taxes)

Q. Adopting proposed resolution approving Shumway Minor Record Survey (Community Development Representative)

R. Adopting proposed resolution approving Brandstetter Minor Record Survey (Community Development Representative)

- **Consent Agenda- Action Items**

S. Ratifying the Chair's signature on a Department of Workforce Services Grant Agreement for Temporary Assistance for Needy Families (TANF) Grant Crisis & Respite Nurseries

- **Public Hearings- Possible Action Items**

T. Public Hearing to solicit public comment on a proposed Ordinance to amend the Land Use Code Section: Sec. 9.17 Site Plan Review - Amending site plan review for commercial or multi-family development by removing Planning Commission review (Community Development Representative)

- **General Council Reports and Future Considerations**
- **Closed Session(s)** (if necessary)
- **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
Grand County Council Chambers
125 East Center Street
Moab, Utah

August 16, 2016

2:00 p.m.
Public Lands Initiative (PLI) Workshop

Vice-Chair Jaylyn Hawks called the workshop to order at 2:03 p.m. In attendance were Grand County Council Members Jaylyn Hawks, Chris Baird, Mary McGann and Lynn Jackson. Discussion occurred regarding the content of a proposed letter to Congressmen Bishop and Chaffetz. The workshop ended at 3:15 p.m.

3:30 p.m.
Municipal Building Authority (MBA) Meeting

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 Elizabeth Tubbs, Chris Baird, Mary McGann, Lynn Jackson, Jaylyn Hawks, and Ken Ballantyne along with Grand County Clerk/Auditor Diana Carroll and Council Administrator Ruth Dillon. Council Member Rory Paxman was absent. The Pledge of Allegiance was led by Rick Bailey during the Municipal Building Authority meeting.

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)

MOTION: Motion by Council Member Chris Baird to approve the minutes of the July 19 & 29 and August 2, 2016 Council Meetings as corrected. Motion seconded by Council Member Mary McGann carried 6- 0.

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 93637 - 93789 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 Mary McGann carried 6 - 0 by roll-call vote.

Council Administrator Report

Ruth Dillon reported attending a leadership training in Salt Lake City.

Department Reports

Travel Council Director Elaine Gizler reported that Grand County received $246,000 of the $3.4 million dollars in grant funds awarded from the Utah Board of Tourism grants. Grand County will be requested an additional funding $11,000 for digital advertising.

Community Development Director Zacharia Levine introduce VISTA Volunteer, Katlyn Myers, who will be working in the Community Development Department.

UMTRA Liaison Lee Shenton reported that Danish Flats is late on the submittal for scope change to the UDAQ.

Presentations

D. Presentation on the 2015 Grand County financial audit (Greg Marsing of Smuin, Rich & Marsing)

Greg Marsing, Smuin, Rich & Marsing, presented audited 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 ending December 31, 2016

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)

MOTION: Motion by Council Member Mary McGann 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. Motion seconded by Council Member Ken Ballantyne carried 5 – 1 with Council Member Chris Baird opposed.

H. Adopting proposed resolution approving the final plat for Rim Village Vistas Phase V Planned Unit Development (PUD) Subdivision (Community Development Department Representative)

MOTION: Motion by Council Member Ken Ballantyne 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 all associated documents. Motion seconded by Council Member Lynn Jackson carried 6 – 0.

I. Adopting proposed resolution approving an amendment to Lot 18 of All American Acres Subdivision (Community Development Department Representative)

MOTION: Motion by Council Member Mary McGann 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. Motion seconded by Council Member Ken Ballantyne carried 6 – 0.

J. Adopting proposed ordinance amending Section 3.2.3 "Bed and Breakfasts" of the Grand County Land Use Code (Community Development Department Representative)

MOTION: Motion by Council Member Lynn Jackson to adopt the proposed ordinance to amend Section 3.2.3 "Bed and Breakfasts" of the Grand County Land Use Code, striking item D2 as presented in the proposed ordinance, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Jaylyn Hawks carried 6 – 0.

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

MOTION: Motion by Council Member Chris Baird to adopt the proposed ordinance approving the amendments to Section 3.3.2D "Employee Housing" of the Grand County Land Use Code (LUC) and authorize the Chair to sign all associated documents. Motion seconded by Council Member Lynn Jackson carried 6 – 0.

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)

MOTION: Motion by Council Member Chris Baird to adopt the 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. Motion seconded by Council Member Mary McGann. **MOTION**: Substitute Motion by Council Member Lynn Jackson to adopt the proposed ordinance to amend Sections 5.4.1 "Residential Development Standards" and 6.10 "Compatibility Standards" of the Grand County Land Use Code, and remove the "or the proposed building height, whichever is greater" and authorize the Chair to sign all associated documents. Motion seconded by Council Member Ken Ballantyne. Discussion occurred regarding the height issue. **MOTION:** Motion by Council Member Chris Baird to amend the substitute motion changing only the last line to read "for projects containing 20% or more units of affordable housing, as defined in the Land Use Code, buffer shall be 20', on projects containing less than 20% affordable housing, each edge of the project boundary shall be 20' or proposed building height, whichever is greater. Motion seconded by Council Member Lynn Jackson carried 6 – 0.

M. Appointing an elected official as a member of the Economic Development Corporation-Utah Board of Trustees (Chairwoman Tubbs)
MOTION: Motion by Council Member Lynn Jackson to appoint Mary McGann 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. Motion seconded by Council Member Chris Baird carried 6 – 0.

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)
MOTION: Motion by Council Member Chris Baird to send the proposed letter as presented. Motion seconded by Council Member Jaylyn Hawks carried 4 – 2 with Council Member Ballantyne and Jackson opposed.

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)
MOTION: Motion by Council Member Chris Baird 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 Chris Baird as a primary liaison with an opportunity each January to maintain to maintain the voluntary position through term of office; and authorize the Chair to sign all associated documents. Motion seconded by Council Member Mary McGann carried 6 – 0.

P. Adopting proposed resolution establishing Grand County's role as lead agency in the local Intergenerational Poverty Initiative (IGP) (Chairwoman Tubbs)
MOTION: Motion by Council Member Chris Baird to adopt the proposed resolution, with the Chair's revision, establishing Grand County's role as a lead agency in the local Intergenerational Poverty Initiative and authorize the Chair to sign all associated documents. Motion seconded by Council Member Mary McGann carried 6 – 0.

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
MOTION: Motion by Council Member Chris Baird to approve the Consent Agenda and authorize the Chair to sign all associated documents. Motion seconded by Council Member Ken Ballantyne carried 6 – 0.

General Council Reports and Future Considerations
Council Member McGann
- Cemetery District will now work directly with the Elgin Cemetery.
- Danish Flats is not paying their bills.

Council Member Ballantyne
- MMAD is interviewing applicants to fill Bob Phillips position.

Council Member Jackson
- TSSD agreed to pay the funding shortage on the Loop Road Project.
- GWSSA has run into a snag with the city on sewer issue.

Council Member Hawks
- Attended the Toolkit meeting.

Council Chair Tubbs
- Attended a town meeting at Thompson.
- Attended Forestry Fire and State Lands phone meeting regarding wildland fire policy.

Closed Session(s): Pending or Reasonably Imminent Litigation
MOTION: Motion by Council Member Chris Baird to enter Closed Session at 7:20 p.m. to discuss Pending or Reasonably Imminent Litigation. Present were: Council Members Tubbs, Baird, Hawks, Jackson, Ballantyne

and McGann, County Attorney Andrew Fitzgerald, County Clerk/Auditor Diana Carroll, Ruth Dillon and Judd Hill. Motion seconded by Council Member Jackson carried 6 – 0.

MOTION: Motion by Council Member Lynn Jackson to end the Closed Session at 7:53 p.m. Motion seconded by Council Member Chris Baird carried 6 – 0.

Adjourn
The meeting adjourned at 7:55 p.m.

Elizabeth Tubbs
Grand County Council Chair

ATTEST:

Diana Carroll
Grand County Clerk/Auditor

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

August 30, 2016

The Grand County Council 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. Vice-Chair Jaylyn Hawks called the Council meeting to order at 9:01 a.m. In attendance were Council Members Jaylyn Hawks, Mary McGann, Lynn Jackson and Chris Baird along with Grand County Clerk/Auditor Diana Carroll, Council Administrator Ruth Dillon. Council Members Ken Ballantyne, Rory Paxman and Elizabeth Tubbs were absent.

A. Presentation of Assessment and Recommendations for Grand County Emergency Medical Services (Aarron Reinert, Partner Safe Tech Solutions)
Safe Tech presented their preliminary findings regarding the long term sustainability and viability of the EMS Department. Discussion followed.

Adjourn
The meeting was adjourned at 11:15 a.m.

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Elizabeth Tubbs
Grand County Council Chair

ATTEST:

_____
Diana Carroll
Grand County Clerk/Auditor

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

September 6, 2016

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, Jaylyn Hawks, Lynn Jackson, Rory Paxman, Ken Ballantyne and Mary McGann along with Grand County Clerk/Auditor Diana Carroll and Council Administrator Ruth Dillon. Council Member Chris Baird was absent. The Pledge of Allegiance was led by Russell Pogue.

Approval of Minutes (Diana Carroll, Clerk/Auditor)
A. August 16, 2016 (County Council Meeting)

B. August 30, 2016 (County Council Special Meeting: EMS Assessment Report)
Action postponed until the next meeting.

Ratification of Payment of Bills
MOTION: Motion by Council Member Lynn Jackson to approve payment of bills presented in the amount of $1,083,757.97. Accounts payable check numbers 93790 - 94026 totaling $713,991.52 and payroll in the amount of $369,766.45 confirming all bills presented were within budgeted appropriations. Motion seconded by Council Member Rory Paxman carried 6 - 0 by roll-call vote.

Council Administrator Report
Ruth Dillon reported that she nominated Judd Hill for the Airport Business Magazine's Top 40 Under 40 Program Award.

Department Reports
C. 2015 Emergency Medical Services (EMS) Report (Andy Smith, Director)
EMS Director Andy Smith presented the annual report of 2015 activities including calls for service, call volume, paramedic program update, training and the recent assessment findings.

Presentations
D. Introduction of Roxanne Bierman, Executive Director of Canyonlands Natural History Association (CNHA) (Elaine Gizler, Travel Council Executive Director)
Travel Council Executive Director Elaine Gizler introduced Roxanne Bierman the recently hired Executive Director of Canyonlands Natural History Association (CNHA).

E. Separate presentations on ongoing financial needs and obligations of Special Service Districts in Grand County and of the Grand County School District for purposes of later determining mineral lease and state PILT allocations

Representatives from:
1. Grand County School District
Scott Crane and Robert Farnsworth requested state PILT allocation remain at 50% or approximately $143,000.

2. Canyonlands Health Care Special Service District
CHCSSD Board Members Doug Fixx and Kirstin Peterson discussed the funding possibilities of the upcoming sales tax election.

3. Grand County Transportation Special Service District
Russell Pogue and Jim Nyland representing GCTSSD requested the same percentage of mineral lease funds.

4. Grand County Recreation Special Service District No. 1
GCRSSD Board Member Kathy Wilson requested the same funding amount.

Discussion Items
F. Calendar items and public notices (Bryony Chamberlain, Council Office Coordinator)

General Business- Action Items- Discussion and Consideration of:
G. Approving proposed arguments supporting the health care facilities sales and use tax ballot proposition for the November General Election, such arguments to be included in the Voter Information Pamphlet (Chairwoman Tubbs)
MOTION: Motion by Council Member Mary McGann to approve the proposed arguments supporting the health care facilities sales and use tax ballot proposition for the November General Election, as amended, such arguments to be included in the Voter Information Pamphlet, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Ken Ballantyne carried 6 – 0.

Council Chair Tubbs was excused at 5:20 p.m. Council Vice-Chair Hawks took over the meeting.

H. Approving proposed purchase of new Ford truck for the Sand Flats Recreation Area (SFRA) (Andrea Brand, SFRA Director)
MOTION: Motion by Council Member Lynn Jackson to approve the proposed purchase of a new Ford truck for SFRA from Ken Garff Ford under state contract in the amount of $32,440.50 and authorize the Chair to sign all associated documents. Motion seconded by Council Member Rory Paxman carried 4 – 0 (Council Member McGann temporarily left the room).

I. Approving proposed project list to be submitted to the Grand County Transportation Special Service District for consideration of project funding for 2017 (Bill Jackson, Roads Supervisor)
MOTION: Motion by Council Member Rory Paxman to approve the 2017 project list to be submitted to the Grand County Transportation Special Service District for consideration of funding and authorize the Chair to sign all associated documents. Motion seconded by Council Member Ken Ballantyne carried 5 – 0.

J. Ratifying the Chair's signature on a Federal Grant Application for expansion of the scope of the Environmental Assessment for the multi-phase runway upgrade at Canyonlands Field Airport (Judd Hill, Airport Manager)
MOTION: Motion by Council Member Ken Ballantyne to ratify the Chair's signature on the new Federal grant application for pavement evaluation for the environmental assessment of the Airport's multi-phase runway upgrade, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Lynn Jackson carried 5 – 0.

Consent Agenda- Action Items
K. Approving proposed Utah Department of Transportation (UDOT)– Aeronautics "Purchase Aircraft Operations Counter" Grant Agreement at Canyonlands Field

L. Approving proposed Amendment No. 1 to the Moab Information Center Sublease Agreement dated January 2, 2013, to correct the five-year term-ending date from December 31, 2018 to December 31, 2017

M. Approving proposed amendment to the Memorandum of Understanding (MOU) between Grand County and the Housing Authority of Southeastern Utah (HASU) to reduce reporting to twice per year

N. Ratifying the Chair's signature on a letter of support for the Intergenerational Poverty Initiative Community Planning Grant Application

O. Ratifying the Chair's signature on the amended Arroyo Crossing Development Agreement

MOTION: Motion by Council Member Lynn Jackson to approve the Consent Agenda as amended. Motion seconded by Council Member Ken Ballantyne carried 5 – 0.

General Council Reports and Future Considerations
Council Member Paxman

- Chamber Board is considering a candidate debate for the upcoming election.

- Expressed his gratitude for the compassion and kindness from the community during the loss of his brother.

Council Member Hawks
- Attended Canyon Country Partnership

Council Member Jackson
- Spanish Valley Water & Sewer is still negotiating with Moab City regarding sewer issues.

Council Member Ballantyne
- MMAD offered the position.

Council Member McGann
- Working with Senator Hinkins on UMTRA project funding.

Adjourn
The meeting adjourned at 5:45 p.m.

_____
Elizabeth Tubbs
Grand County Council Chair

ATTEST:

_____
Diana Carroll
Grand County Clerk/Auditor

GRAND COUNTY BILLS TO BE APPROVED
9/20/16

94027-94122		9/12/2016	$257,219.47
TOTAL BILLS			**$257,219.47**
32683-32706 91616101-91616286	8/29/16-9/11/16	9/14/2016	$187,390.56
TOTAL PAYROLL			**$186,336.77**
TOTAL BILLS & PAYROLL			**$443,556.24**

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
ARCHIPLEX GROUP, LLC						
34821	ARCHIPLEX GROUP, LLC	1514.02-12	JAIL REMODEL	1,368.39	1,368.39	09/09/2016
	Total ARCHIPLEX GROUP, LLC:			1,368.39	1,368.39	
AUDIO EDITIONS						
31065	AUDIO EDITIONS	1602239	LIBRARY	91.96	91.96	09/09/2016
31065	AUDIO EDITIONS	1599008	LIBRARY	489.02	489.02	09/09/2016
	Total AUDIO EDITIONS:			580.98	580.98	
BACK OF BEYOND BOOKS						
32887	BACK OF BEYOND BOOKS	1989	SEARCH & RESCUE	457.60	457.60	09/09/2016
	Total BACK OF BEYOND BOOKS:			457.60	457.60	
BALLARD SPAHR LLP						
11190	BALLARD SPAHR LLP	2016085830	STATE LEASE REVENUE BOND	21,000.00	21,000.00	09/09/2016
	Total BALLARD SPAHR LLP:			21,000.00	21,000.00	
BCL DISTRIBUTING CO.						
34200	BCL DISTRIBUTING CO.	17020	UNLEADED FUEL	10,771.95	10,771.95	09/09/2016
	Total BCL DISTRIBUTING CO.:			10,771.95	10,771.95	
BONNEVILLE INTERMOUNTAIN RADIO						
32193	BONNEVILLE INTERMOUNTAIN	SLC27821NR-	TRAVEL COUNCIL	5,980.00	5,980.00	09/09/2016
32193	BONNEVILLE INTERMOUNTAIN	DEN470435-3	TRAVEL COUNCIL	6,325.00	6,325.00	09/09/2016
	Total BONNEVILLE INTERMOUNTAIN RADIO:			12,305.00	12,305.00	
BONNEVILLE SEATTLE						
34853	BONNEVILLE SEATTLE	SEA15701NR-	TRAVEL COUNCIL	1,250.00	1,250.00	09/09/2016
	Total BONNEVILLE SEATTLE:			1,250.00	1,250.00	
CANYONLANDS BY NIGHT & DAY						
34249	CANYONLANDS BY NIGHT & DA	36055	MOAB TRAVEL COUNCIL	96.60	96.60	09/09/2016
	Total CANYONLANDS BY NIGHT & DAY:			96.60	96.60	
CANYONLANDS NATURAL HISTORY						
12560	CANYONLANDS NATURAL HIS	32641	LIBRARY	10.36	10.36	09/09/2016
	Total CANYONLANDS NATURAL HISTORY:			10.36	10.36	
CDW GOVERNMENT INC.						
12830	CDW GOVERNMENT INC.	DJP6110	DV	261.09	261.09	09/09/2016
12830	CDW GOVERNMENT INC.	DKX4507	DV	182.69	182.69	09/09/2016
12830	CDW GOVERNMENT INC.	DNH1038	SHERIFF	3,813.78	3,813.78	09/09/2016
12830	CDW GOVERNMENT INC.	DXL3944	EMS	677.01	677.01	09/09/2016
12830	CDW GOVERNMENT INC.	FCR7131	SHERIFF	461.05	461.05	09/09/2016

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
12830	CDW GOVERNMENT INC.	DJC0393	DV	740.90	740.90	09/09/2016
12830	CDW GOVERNMENT INC.	DJQ8635	DV	79.20	79.20	09/09/2016
12830	CDW GOVERNMENT INC.	DMP1442	SHERIFF	1,736.00	1,736.00	09/09/2016
12830	CDW GOVERNMENT INC.	DWK5250	SHERIFF	461.05	461.05	09/09/2016
12830	CDW GOVERNMENT INC.	DXV0461	EMS	77.22	77.22	09/09/2016
12830	CDW GOVERNMENT INC.	DZG0137	EMS	261.09	261.09	09/09/2016
12830	CDW GOVERNMENT INC.	N5P42039	EMS	1,675.00-	1,675.00-	09/09/2016
12830	CDW GOVERNMENT INC.	JWQ58033	MAINTENANCE	3.29-	3.29-	09/09/2016
12830	CDW GOVERNMENT INC.	N5Y59019	UMTRA	.27-	.27-	09/09/2016
12830	CDW GOVERNMENT INC.	NX896005	NON DEPARTMENT	205.00-	205.00-	09/09/2016
12830	CDW GOVERNMENT INC.	SPG4942	MAINTENANCE	2.98-	2.98-	09/09/2016
	Total CDW GOVERNMENT INC.:			6,864.54	6,864.54	
CENTURYLINK						
33538	CENTURYLINK	1385680935	911 WIRELESS	.60	.60	09/09/2016
33538	CENTURYLINK	AUG 19 2016	911 WIRELESS	1,548.19	1,548.19	09/09/2016
	Total CENTURYLINK:			1,548.79	1,548.79	
CODALE ELECTRIC SUPPLY, INC.						
32821	CODALE ELECTRIC SUPPLY, IN	S5751626.002	HUB	42.00	42.00	09/09/2016
32821	CODALE ELECTRIC SUPPLY, IN	S5751626.001	HUB	9.78	9.78	09/09/2016
	Total CODALE ELECTRIC SUPPLY, INC.:			51.78	51.78	
COMCAST SPOTLIGHT MOUNTAIN						
32756	COMCAST SPOTLIGHT MOUNT	WT2244784	TRAVEL COUNCIL	1,772.00	1,772.00	09/09/2016
32756	COMCAST SPOTLIGHT MOUNT	WT2244385	TRAVEL COUNCIL	14,752.00	14,752.00	09/09/2016
32756	COMCAST SPOTLIGHT MOUNT	WT2245813	TRAVEL COUNCIL	2,087.00	2,087.00	09/09/2016
	Total COMCAST SPOTLIGHT MOUNTAIN:			18,611.00	18,611.00	
COMFORT INN AND SUITES-CHEYENNE						
35264	COMFORT INN AND SUITES-CH	SEPT 2016	HOTEL-PAULA DUNHAM	217.80	217.80	09/07/2016
35264	COMFORT INN AND SUITES-CH		HOTEL-PAULA DUNHAM	352.00	352.00	09/07/2016
35264	COMFORT INN AND SUITES-CH	SEP2016	HOTEL-PAULA DUNHAM	217.80	217.80	09/07/2016
	Total COMFORT INN AND SUITES-CHEYENNE:			787.60	787.60	
CWOA						
35050	CWOA	19365	MOAB TRAVEL COUNCIL	575.00	575.00	09/09/2016
	Total CWOA:			575.00	575.00	
DELTA RIGGING & TOOLS, INC.						
13890	DELTA RIGGING & TOOLS, INC.	GRA_PSI0001	ROAD	120.36	120.36	09/09/2016
13890	DELTA RIGGING & TOOLS, INC.	GRA_PSI0001	ROAD	119.70	119.70	09/09/2016
13890	DELTA RIGGING & TOOLS, INC.	0609CRP04	ROAD	119.70-	119.70-	09/09/2016
	Total DELTA RIGGING & TOOLS, INC.:			120.36	120.36	
DEMCO, INC.						
14310	DEMCO, INC.	5937043	library	166.90	166.90	09/09/2016
	Total DEMCO, INC.:			166.90	166.90	

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
DENCO SECURITY						
30521	DENCO SECURITY	93190	STAR HALL SECURITY	24.95	24.95	09/09/2016
30521	DENCO SECURITY	93185	GRAND CENTER	22.95	22.95	09/09/2016
30521	DENCO SECURITY	93189	LIBRARY	22.95	22.95	09/09/2016
	Total DENCO SECURITY:			70.85	70.85	
DRIVE TRAIN INDUSTRIES, INC.						
35207	DRIVE TRAIN INDUSTRIES, INC.	04 591721	ROAD	284.88	284.88	09/09/2016
	Total DRIVE TRAIN INDUSTRIES, INC.:			284.88	284.88	
EMERY TELCOM						
14995	EMERY TELCOM	AUG 2016	1082600 - EMS	102.94	102.94	09/09/2016
14995	EMERY TELCOM	AUG 2016	1106500 - LIBRARY	95.00	95.00	09/09/2016
14995	EMERY TELCOM	AUG 2016	3066900 - CJC	75.00	75.00	09/09/2016
14995	EMERY TELCOM	AUG 2016	3197000 - OSTA	146.96	146.96	09/09/2016
14995	EMERY TELCOM	AUG 2016	3206900 - ROAD	260.08	260.08	09/09/2016
14995	EMERY TELCOM	AUG 2016	3207000 - GRAND CENTER	77.91	77.91	09/09/2016
14995	EMERY TELCOM	AUG 2016	1007100 - SEARCH & RESCUE	51.05	51.05	09/09/2016
14995	EMERY TELCOM	AUG 2016	1105700 - SHERIFF	52.40	52.40	09/09/2016
14995	EMERY TELCOM	AUG 2016	1141900 - EMS	102.39	102.39	09/09/2016
14995	EMERY TELCOM	AUG 2016	3196900 - AIRPORT	175.08	175.08	09/09/2016
14995	EMERY TELCOM	AUG 2016	3197100 - WEED	100.08	100.08	09/09/2016
14995	EMERY TELCOM	AUG 2016	3207000 - GRAND CENTER	77.92	77.92	09/09/2016
14995	EMERY TELCOM	AUG 2016	3207200 - EOC	100.08	100.08	09/09/2016
	Total EMERY TELCOM:			1,416.89	1,416.89	
E-SEEK INCORPORATED						
35273	E-SEEK INCORPORATED	13441	SHERIFF	4,830.00	4,830.00	09/09/2016
	Total E-SEEK INCORPORATED:			4,830.00	4,830.00	
EXPERT PARALEGAL SERVICES						
30601	EXPERT PARALEGAL SERVICE	1790	ATTORNEY	615.00	615.00	09/09/2016
	Total EXPERT PARALEGAL SERVICES:			615.00	615.00	
FEDEX						
15375	FEDEX	5-532-26777	postage	6.11	6.11	09/09/2016
	Total FEDEX:			6.11	6.11	
FITZGERALD LAW OFFICE LLC						
32643	FITZGERALD LAW OFFICE LLC	AUG 29 2016	DCFS CASE/JUVENILE COURT	262.50	262.50	09/09/2016
32643	FITZGERALD LAW OFFICE LLC	AUG 29 2016	DCFS CASE/JUVENILE COURT	900.00	900.00	09/09/2016
	Total FITZGERALD LAW OFFICE LLC:			1,162.50	1,162.50	
FRANK VACCARO PLUMBING INC						
30321	FRANK VACCARO PLUMBING I	58432	MAINT/MIC	140.00	140.00	09/09/2016
30321	FRANK VACCARO PLUMBING I	58435	GRAND CENTER	165.00	165.00	09/09/2016
	Total FRANK VACCARO PLUMBING INC:			305.00	305.00	
FRONTIER						
15810	FRONTIER	AUG-2016	e911-435-196-1799	280.90	280.90	09/09/2016

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
15810	FRONTIER	AUG-2016	e911/0386	990.65	990.65	09/09/2016
15815	FRONTIER	AUG 2016	ASSESSOR	89.40	89.40	09/09/2016
15815	FRONTIER	AUG 2016	CLERK	104.30	104.30	09/09/2016
15815	FRONTIER	AUG 2016	HR	29.80	29.80	09/09/2016
15815	FRONTIER	AUG 2016	JUSTICE COURT	74.50	74.50	09/09/2016
15815	FRONTIER	AUG 2016	RECORDER	89.40	89.40	09/09/2016
15815	FRONTIER	AUG 2016	UMTRA	14.90	14.90	09/09/2016
15815	FRONTIER	AUG 2016	JAIL	14.90	14.90	09/09/2016
15815	FRONTIER	AUG 2016	MAINTENANCE	74.50	74.50	09/09/2016
15815	FRONTIER	AUG 2016	TRAVEL COUNCIL	74.50	74.50	09/09/2016
15815	FRONTIER	AUG 2016	EOC	29.80	29.80	09/09/2016
15815	FRONTIER	AUG 2016	OSTA	29.80	29.80	09/09/2016
15815	FRONTIER	AUG 2016	GRAND CENTER	59.60	59.60	09/09/2016
15815	FRONTIER	AUG 2016	AIRPORT	44.70	44.70	09/09/2016
15815	FRONTIER	AUG 2016	BUILDING	59.60	59.60	09/09/2016
15815	FRONTIER	AUG 2016	COUNCIL	74.50	74.50	09/09/2016
15815	FRONTIER	AUG 2016	IT	14.90	14.90	09/09/2016
15815	FRONTIER	AUG 2016	PLANNING	44.71	44.71	09/09/2016
15815	FRONTIER	AUG 2016	TREASURER	59.60	59.60	09/09/2016
15815	FRONTIER	AUG 2016	UHP	89.40	89.40	09/09/2016
15815	FRONTIER	AUG 2016	SHERIFF	14.90	14.90	09/09/2016
15815	FRONTIER	AUG 2016	WEEDS	14.90	14.90	09/09/2016
15815	FRONTIER	AUG 2016	SAND FLATS	29.80	29.80	09/09/2016
15815	FRONTIER	AUG 2016	ROADS	59.60	59.60	09/09/2016
15815	FRONTIER	AUG 2016	EMS	44.70	44.70	09/09/2016
15815	FRONTIER	AUG 2016	ATTORNEY	104.30	104.30	09/09/2016
	Total FRONTIER:			2,612.56	2,612.56	
GALE GROUP, THE						
15875	GALE GROUP, THE	58654897	LIBRARY	18.20	18.20	09/09/2016
15875	GALE GROUP, THE	58509234	LIBRARY	72.14	72.14	09/09/2016
	Total GALE GROUP, THE:			90.34	90.34	
GRAND COUNTY SOLID WASTE						
16460	GRAND COUNTY SOLID WASTE	99618	ROAD	20.75	20.75	09/09/2016
16460	GRAND COUNTY SOLID WASTE	100006	ROAD	43.50	43.50	09/09/2016
16460	GRAND COUNTY SOLID WASTE	99675	ROAD	72.50	72.50	09/09/2016
	Total GRAND COUNTY SOLID WASTE:			136.75	136.75	
HARRISON, SHEYENNE						
35272	HARRISON, SHEYENNE	SEPT11-13 20	PER DIEM	108.00	108.00	09/09/2016
	Total HARRISON, SHEYENNE:			108.00	108.00	
HAYCOCK, CONNIE BREWER						
29419	HAYCOCK, CONNIE BREWER	SEP 7 2016	MILEAGE	81.00	81.00	09/09/2016
	Total HAYCOCK, CONNIE BREWER:			81.00	81.00	
HILTON GARDEN INN-LAYTON						
30385	HILTON GARDEN INN-LAYTON	3279751092	TAX	76.96	76.96	09/09/2016
30385	HILTON GARDEN INN-LAYTON	3279751092	LODGING/SHERILYN SOWELL	636.00	636.00	09/09/2016
	Total HILTON GARDEN INN-LAYTON:			712.96	712.96	

Vendor	Vendor Name	Invoice Number	Description		Net Invoice Amount	Amount Paid	Date Paid
J & T PETERSEN INC							
34230	J & T PETERSEN INC	16014	N. END CHIPPING PROJECT		4,462.50	4,462.50	09/09/2016
	Total J & T PETERSEN INC:				4,462.50	4,462.50	
K & H INTEGRATED PRINT SOLUTIONS							
34392	K & H INTEGRATED PRINT SOL	AUG 2016	ELECTION POSTAGE		1,950.00	1,950.00	09/07/2016
	Total K & H INTEGRATED PRINT SOLUTIONS:				1,950.00	1,950.00	
KAUFFMAN, CHRIS							
34670	KAUFFMAN, CHRIS	JUNE 24 2016	LODGING REIMBURSEMENT		69.00	69.00	09/09/2016
	Total KAUFFMAN, CHRIS:				69.00	69.00	
KEEFE COMMISSARY NETWORK							
31409	KEEFE COMMISSARY NETWOR	1365366	JAIL/INMATES		151.80	151.80	09/09/2016
31409	KEEFE COMMISSARY NETWOR	1374182	JAIL/INMATES		233.52	233.52	09/09/2016
31409	KEEFE COMMISSARY NETWOR	1383260	JAIL/INMATES		160.51	160.51	09/09/2016
31409	KEEFE COMMISSARY NETWOR	1369810	JAIL/INMATES		231.34	231.34	09/09/2016
31409	KEEFE COMMISSARY NETWOR	1378783	JAIL/INMATES		219.47	219.47	09/09/2016
	Total KEEFE COMMISSARY NETWORK:				996.64	996.64	
KELLERSTRASS OIL COMPANY							
33554	KELLERSTRASS OIL COMPANY	AUG 2016	Cemetery		253.57	253.57	09/09/2016
33554	KELLERSTRASS OIL COMPANY	AUG 2016	EMS FUEL		747.45	747.45	09/09/2016
33554	KELLERSTRASS OIL COMPANY	AUG 2016	road		268.17	268.17	09/09/2016
33554	KELLERSTRASS OIL COMPANY	AUG 2016	search & rescue	B	109.10	109.10	09/09/2016
33554	KELLERSTRASS OIL COMPANY	AUG 2016	travel council	B	61.08	61.08	09/09/2016
33554	KELLERSTRASS OIL COMPANY	AUG 2016	Ems- State Tax	B	89.26	89.26	09/09/2016
33554	KELLERSTRASS OIL COMPANY	AUG 2016	S & R- State Tax	B	16.18	16.18	09/09/2016
33554	KELLERSTRASS OIL COMPANY	AUG 2016	State Taxes/Excess	B	20.74	20.74	09/09/2016
33554	KELLERSTRASS OIL COMPANY	AUG 2016	councilperson/jaylynn	B	37.22	37.22	09/09/2016
33554	KELLERSTRASS OIL COMPANY	AUG 2016	ext agent/mike	B	53.28	53.28	09/09/2016
33554	KELLERSTRASS OIL COMPANY	AUG 2016	road volume discount	B	8.95-	8.95-	09/09/2016
33554	KELLERSTRASS OIL COMPANY	AUG 2016	sheriff		714.61	714.61	09/09/2016
33554	KELLERSTRASS OIL COMPANY	AUG 2016	Cemetery	B	30.00	30.00	09/09/2016
33554	KELLERSTRASS OIL COMPANY	AUG 2016	Sheriff-State Tax	B	99.18	99.18	09/09/2016
33554	KELLERSTRASS OIL COMPANY	AUG 2016	State Taxes Road	B	32.83	32.83	09/09/2016
	Total KELLERSTRASS OIL COMPANY:				2,523.72	2,523.72	
L.N. CURTIS & SONS							
32698	L.N. CURTIS & SONS	27502	BRIMHALL/CLOTHING		148.00	148.00	09/09/2016
	Total L.N. CURTIS & SONS:				148.00	148.00	
LANGSTON, BRENT							
29425	LANGSTON, BRENT	SEPT 1 2016	DEPUTY LEGAL SERVICES		600.00	600.00	09/09/2016
	Total LANGSTON, BRENT:				600.00	600.00	
LEGRAND JOHNSON CONSTRUCTION							
32515	LEGRAND JOHNSON CONSTRU	299934	N END CHIP PROJECT		835.44	835.44	09/09/2016
32515	LEGRAND JOHNSON CONSTRU	299803	N END CHIP PROJECT		2,256.25	2,256.25	09/09/2016
32515	LEGRAND JOHNSON CONSTRU	297626	N END CHIP PROJECT		269.80	269.80	09/09/2016
32515	LEGRAND JOHNSON CONSTRU	299805	N END CHIP PROJECT		549.10	549.10	09/09/2016

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
32515	LEGRAND JOHNSON CONSTRU	300510	N END CHIP PROJECT	952.93	952.93	09/09/2016
32515	LEGRAND JOHNSON CONSTRU	297620	N END CHIP PROJECT	174.80	174.80	09/09/2016
32515	LEGRAND JOHNSON CONSTRU	299801	N END CHIP PROJECT	665.00	665.00	09/09/2016
32515	LEGRAND JOHNSON CONSTRU	299935	N END CHIP PROJECT	570.58	570.58	09/09/2016
32515	LEGRAND JOHNSON CONSTRU	301497	ROAD	439.85	439.85	09/09/2016
32515	LEGRAND JOHNSON CONSTRU	92904	ROAD	60.00-	60.00-	09/09/2016
Total LEGRAND JOHNSON CONSTRUCTION:				6,653.75	6,653.75	
LIFE ASSIST						
32666	LIFE ASSIST	762936	EMS	36.75	36.75	09/09/2016
32666	LIFE ASSIST	762649	EMS	837.80	837.80	09/09/2016
32666	LIFE ASSIST	763090	EMS	10.73	10.73	09/09/2016
Total LIFE ASSIST:				885.28	885.28	
LITTLE AMERICA HOTEL						
31382	LITTLE AMERICA HOTEL	SEPT 25-29 20	LODGING/TIM HIGGS	412.00	412.00	09/09/2016
31382	LITTLE AMERICA HOTEL	SEPT 25-29 20	LODGING/SCOTT CROOKSTON	412.00	412.00	09/09/2016
31382	LITTLE AMERICA HOTEL	SEPT 25-29 20	LODGING/WIGHT ROBINSON	103.00	103.00	09/09/2016
31382	LITTLE AMERICA HOTEL	SEPT 25-29 20	LODGING/TIM HIGGS	51.92	51.92	09/09/2016
31382	LITTLE AMERICA HOTEL	SEPT 25-29 20	LODGING/SCOTT CROOKSTON	51.92	51.92	09/09/2016
31382	LITTLE AMERICA HOTEL	SEPT 25-29 20	LODGING/WIGHT ROBINSON	12.98	12.98	09/09/2016
Total LITTLE AMERICA HOTEL:				1,043.82	1,043.82	
MADBRO SPORTS						
30957	MADBRO SPORTS	50909	SEARCH & RESCUE	31.80	31.80	09/09/2016
30957	MADBRO SPORTS	50803	SEARCH & RESCUE	159.85	159.85	09/09/2016
Total MADBRO SPORTS:				191.65	191.65	
MARSHALL & SWIFT						
31827	MARSHALL & SWIFT	191264-2016	ASSESSOR	2,469.90	2,469.90	09/09/2016
Total MARSHALL & SWIFT:				2,469.90	2,469.90	
MILE HIGH OUTDOOR						
33444	MILE HIGH OUTDOOR	188656	TRAVEL COUNCIL	250.00	250.00	09/09/2016
Total MILE HIGH OUTDOOR:				250.00	250.00	
MILLARD COUNTY JUSTICE COURT						
33589	MILLARD COUNTY JUSTICE CO	AUG 29 2016	WARRANT#5452561 BEAUPRE,	275.00	275.00	09/09/2016
Total MILLARD COUNTY JUSTICE COURT:				275.00	275.00	
MOAB AUTO PARTS INC						
34633	MOAB AUTO PARTS INC	14910-59640	SAR	25.99	25.99	09/09/2016
34633	MOAB AUTO PARTS INC	14910-58219	ROAD	15.31	15.31	09/09/2016
34633	MOAB AUTO PARTS INC	14910-58063	SHERIFF	28.49	28.49	09/09/2016
34633	MOAB AUTO PARTS INC	14910-59137	ROAD	102.18	102.18	09/09/2016
34633	MOAB AUTO PARTS INC	14910-58213	ROAD	271.44	271.44	09/09/2016
Total MOAB AUTO PARTS INC:				443.41	443.41	
MOUNTAIN WEST TRUCK CENTER						
35270	MOUNTAIN WEST TRUCK CENT	852329	ROAD	349.20	349.20	09/09/2016

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
	Total MOUNTAIN WEST TRUCK CENTER:			349.20	349.20	
NICKEL, THE						
29803	NICKEL, THE	00423156	TRAVEL COUNCIL	685.00	685.00	09/09/2016
	Total NICKEL, THE:			685.00	685.00	
NINTH BRAIN SUITE LLC						
35118	NINTH BRAIN SUITE LLC	1338	EMS	400.00	400.00	09/09/2016
	Total NINTH BRAIN SUITE LLC:			400.00	400.00	
ONEBIRD						
34718	ONEBIRD	1168	MOAB TRAVEL COUNCIL	277.20	277.20	09/09/2016
	Total ONEBIRD:			277.20	277.20	
OREM CITY JUSTICE COURT						
34919	OREM CITY JUSTICE COURT	SEPT 7 2016	WARENT#2092531 ALSHARGI,A	585.00	585.00	09/09/2016
	Total OREM CITY JUSTICE COURT:			585.00	585.00	
PIPE DREAM LLC						
34947	PIPE DREAM LLC	1507	SEARCH & RESCUE	2,015.00	2,015.00	09/07/2016
	Total PIPE DREAM LLC:			2,015.00	2,015.00	
PITNEY BOWES, INC						
22875	PITNEY BOWES, INC	1001488582	LIBRARY POSTAGE METER RE	252.00	252.00	09/09/2016
22875	PITNEY BOWES, INC	3301342215	TRAVEL COUNCIL	979.74	979.74	09/09/2016
	Total PITNEY BOWES, INC:			1,231.74	1,231.74	
PREVENT CHILD ABUSE UTAH						
30537	PREVENT CHILD ABUSE UTAH	CONF019	REGISTRATION-SHERILYN SO	175.00	175.00	09/09/2016
30537	PREVENT CHILD ABUSE UTAH	CONF019	REGISTRATION-TANYA RELITZ	175.00	175.00	09/09/2016
30537	PREVENT CHILD ABUSE UTAH	CONF019	REGISTRATION-SHEYENNE HA	175.00	175.00	09/09/2016
	Total PREVENT CHILD ABUSE UTAH:			525.00	525.00	
RELITZ, TANYA						
34269	RELITZ, TANYA	SEPT11-13 20	PER DIEM	108.00	108.00	09/09/2016
	Total RELITZ, TANYA:			108.00	108.00	
RIVERSIDE PLUMBING & HEATING						
23930	RIVERSIDE PLUMBING & HEATI	167729	KENS LAKE PROJECT OSTA	19.80	19.80	09/09/2016
23930	RIVERSIDE PLUMBING & HEATI	167751	road dept	43.15	43.15	09/09/2016
23930	RIVERSIDE PLUMBING & HEATI	167734	KENS LAKE PROJECT OSTA	74.70	74.70	09/09/2016
23930	RIVERSIDE PLUMBING & HEATI	167807	MAINTENANCE	58.65	58.65	09/09/2016
	Total RIVERSIDE PLUMBING & HEATING:			196.30	196.30	
R-n-M LOGISTIECS, LLC						
34232	R-n-M LOGISTIECS, LLC	8970	N. END CHIP PROJECT	6,735.80	6,735.80	09/09/2016
34232	R-n-M LOGISTIECS, LLC	8971	N. END CHIP PROJECT	1,800.00	1,800.00	09/09/2016

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
Total R-n-M LOGISTIECS, LLC:				8,535.80	8,535.80	
ROCKY MOUNTAIN CONSULTING ENGR, INC.						
35269	ROCKY MOUNTAIN CONSULTIN	297	OSTA - LIGHTING PROJECT	1,425.00	1,425.00	09/09/2016
Total ROCKY MOUNTAIN CONSULTING ENGR, INC.:				1,425.00	1,425.00	
ROCKY MOUNTAIN POWER						
27655	ROCKY MOUNTAIN POWER	AUG 2016	Grand Center/Civic	1,143.74	1,143.74	09/09/2016
27655	ROCKY MOUNTAIN POWER	AUG 2016	AIRPORT	1,080.86	1,080.86	09/09/2016
27655	ROCKY MOUNTAIN POWER	AUG 2016	FAMILY SUPPORT CENTER	436.87	436.87	09/09/2016
27655	ROCKY MOUNTAIN POWER	AUG 2016	Maintanence shop	121.12	121.12	09/09/2016
27655	ROCKY MOUNTAIN POWER	AUG 2016	Star Hall	1,156.54	1,156.54	09/09/2016
27655	ROCKY MOUNTAIN POWER	AUG 2016	Grand Center/Senior	1,143.74	1,143.74	09/09/2016
27655	ROCKY MOUNTAIN POWER	AUG 2016	EMS/58 N. 100 E.	70.65	70.65	09/09/2016
27655	ROCKY MOUNTAIN POWER	AUG 2016	LIBRARY NEW LOCATION	2,148.12	2,148.12	09/09/2016
27655	ROCKY MOUNTAIN POWER	AUG 2016	SANDFLATS	10.67	10.67	09/09/2016
27655	ROCKY MOUNTAIN POWER	AUG 2016	Travel Council	215.27	215.27	09/09/2016
Total ROCKY MOUNTAIN POWER:				7,527.58	7,527.58	
ROYCES ELECTRONICS, INC						
24195	ROYCES ELECTRONICS, INC	10302985	road dept supplies	19.99	19.99	09/09/2016
24195	ROYCES ELECTRONICS, INC	10303176	BLDG INSP	14.99	14.99	09/09/2016
24195	ROYCES ELECTRONICS, INC	10303060	SHERIFF	59.96	59.96	09/09/2016
Total ROYCES ELECTRONICS, INC:				94.94	94.94	
SAFETY SUPPLY & SIGN CO						
24280	SAFETY SUPPLY & SIGN CO	155623	ROAD DEPT SUPPLIES	563.84	563.84	09/09/2016
Total SAFETY SUPPLY & SIGN CO:				563.84	563.84	
SKAGGS COMPANIES INC						
25100	SKAGGS COMPANIES INC	2717278 RI	MECHAM DARREL/CLOTHING	49.00	49.00	09/09/2016
25100	SKAGGS COMPANIES INC	2717257 RI	MECHAM DARREL/CLOTHING	234.95	234.95	09/09/2016
25100	SKAGGS COMPANIES INC	2716102 RI	BRIMHALL/CLOTHING	26.00	26.00	09/09/2016
25100	SKAGGS COMPANIES INC	2711466 RI	sheriff	225.00	225.00	09/09/2016
25100	SKAGGS COMPANIES INC	2712019 RI	AUSTIN BREWER/CLOTHING	32.00	32.00	09/09/2016
25100	SKAGGS COMPANIES INC	2712954 RI	BRIMHALL/CLOTHING	71.98	71.98	09/09/2016
25100	SKAGGS COMPANIES INC	2714269 RI	KLAYKO/CLOTHING	38.99	38.99	09/09/2016
25100	SKAGGS COMPANIES INC	2723989 RI	BULLOCK/CLOTHING	60.50	60.50	09/09/2016
25100	SKAGGS COMPANIES INC	2717259 RI	MECHAM DARREL/CLOTHING	34.95-	34.95-	09/09/2016
25100	SKAGGS COMPANIES INC	2718691 RI	AUSTIN BREWER/CLOTHING	162.00	162.00	09/09/2016
25100	SKAGGS COMPANIES INC	2717447 RI	BRIMHALL/CLOTHING	7.98	7.98	09/09/2016
25100	SKAGGS COMPANIES INC	2714048 RI	PALMER/CLOTHING	6.00	6.00	09/09/2016
25100	SKAGGS COMPANIES INC	2712952 RI	BRIMHALL/CLOTHING	15.99	15.99	09/09/2016
25100	SKAGGS COMPANIES INC	2714283 RI	KLAYKO/CLOTHING	75.00	75.00	09/09/2016
25100	SKAGGS COMPANIES INC	2727102 RI	BULLOCK/CLOTHING	190.00	190.00	09/09/2016
25100	SKAGGS COMPANIES INC	2729297 RI	sheriff	225.00	225.00	09/09/2016
25100	SKAGGS COMPANIES INC	2723274 RI	AUSTIN BREWER/CLOTHING	50.00	50.00	09/09/2016
25100	SKAGGS COMPANIES INC	2726732 RI	MECHAM DARREL/CLOTHING	261.00	261.00	09/09/2016
25100	SKAGGS COMPANIES INC	2728941 RI	BLACK/CLOTHING	134.97	134.97	09/09/2016
Total SKAGGS COMPANIES INC:				1,831.41	1,831.41	

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
SOWELL, SHERILYN						
32376	SOWELL, SHERILYN	SEP11-13 201	PER DIEM	108.00	108.00	09/09/2016
Total SOWELL, SHERILYN:				108.00	108.00	
SPANISH VALLEY PEST CONTROL						
25415	SPANISH VALLEY PEST CONTR	AUG 2 2016	AIRPORT	130.00	130.00	09/09/2016
25415	SPANISH VALLEY PEST CONTR	AUG 4 2016	GRAND CENTER	75.00	75.00	09/09/2016
25415	SPANISH VALLEY PEST CONTR	JULY 21 2016	ROAD	150.00	150.00	09/09/2016
25415	SPANISH VALLEY PEST CONTR	AUG 3 2016	LIBRARY	70.00	70.00	09/09/2016
Total SPANISH VALLEY PEST CONTROL:				425.00	425.00	
STATE OF UTAH/DIV OF FORESTRY						
29975	STATE OF UTAH/DIV OF FORES	AUG 31 2016	PART TIME FIRE WARDEN SAL	1,680.16	1,680.16	09/09/2016
29975	STATE OF UTAH/DIV OF FORES	AUG 31 2016	CO SHARE OF FIRE WARDEN S	13,163.40	13,163.40	09/09/2016
29975	STATE OF UTAH/DIV OF FORES	AUG 31 2016	TRAVEL, TRAINING, EQUIPMEN	471.98	471.98	09/09/2016
Total STATE OF UTAH/DIV OF FORESTRY:				15,315.54	15,315.54	
STATE OF UTAH/DTS						
25660	STATE OF UTAH/DTS	170R2460000	DISPATCH/JAIL	25.74	25.74	09/09/2016
Total STATE OF UTAH/DTS:				25.74	25.74	
STATE OF UTAH/SITLA						
25630	STATE OF UTAH/SITLA	AUG 19 2016	ROAD DEPT/PERMIT NO 549	660.00	660.00	09/09/2016
Total STATE OF UTAH/SITLA:				660.00	660.00	
TIMES INDEPENDENT						
26580	TIMES INDEPENDENT	SEPT 6 2016	travel cOUNCIL SUBSCRIPTION	32.00	32.00	09/09/2016
Total TIMES INDEPENDENT:				32.00	32.00	
TORGERSON LAW OFFICES, P.C.						
33296	TORGERSON LAW OFFICES, P.	608	PARENTAL DEFENDER	4,333.34	4,333.34	09/09/2016
33296	TORGERSON LAW OFFICES, P.	608	PUBLIC DEFENDER	6,666.66	6,666.66	09/09/2016
Total TORGERSON LAW OFFICES, P.C.:				11,000.00	11,000.00	
TRANTER, CALLIE						
29535	TRANTER, CALLIE	SEPT 18 2016	PER DIEM	252.72	252.72	09/09/2016
Total TRANTER, CALLIE:				252.72	252.72	
TRAVEL ALLIANCE PARTNERS, LLC						
35267	TRAVEL ALLIANCE PARTNERS,	4894	MOAB TRAVEL COUNCIL	1,750.00	1,750.00	09/09/2016
Total TRAVEL ALLIANCE PARTNERS, LLC:				1,750.00	1,750.00	
TRAVEL GUIDES FREE, INC.						
33672	TRAVEL GUIDES FREE, INC.	2730	TRAVEL COUNCIL	450.00	450.00	09/09/2016
Total TRAVEL GUIDES FREE, INC.:				450.00	450.00	
TURNER LUMBER COMPANY						
26920	TURNER LUMBER COMPANY	2653554	mUSEUM	42.98	42.98	09/09/2016

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
26920	TURNER LUMBER COMPANY	2653063	road	18.46	18.46	09/09/2016
26920	TURNER LUMBER COMPANY	2653240	road	28.65	28.65	09/09/2016
26920	TURNER LUMBER COMPANY	2653760	KENS LAKE PROJECT	74.46	74.46	09/09/2016
26920	TURNER LUMBER COMPANY	2653989	KENS LAKE PROJECT	62.82	62.82	09/09/2016
26920	TURNER LUMBER COMPANY	2653183	KENS LAKE PROJECT	141.25	141.25	09/09/2016
26920	TURNER LUMBER COMPANY	2653047	CEMETERY	99.99	99.99	09/09/2016
26920	TURNER LUMBER COMPANY	2654397	CEMETERY	25.83	25.83	09/09/2016
26920	TURNER LUMBER COMPANY	2653642	osta	199.87	199.87	09/09/2016
26920	TURNER LUMBER COMPANY	2653113	mAINTENANCE	11.97	11.97	09/09/2016
26920	TURNER LUMBER COMPANY	2653068	osta	39.72	39.72	09/09/2016
26920	TURNER LUMBER COMPANY	2653574	osta	17.97	17.97	09/09/2016
26920	TURNER LUMBER COMPANY	2653803	EMS	43.94	43.94	09/09/2016
26920	TURNER LUMBER COMPANY	2654259	mAINTENANCE	407.78	407.78	09/09/2016
26920	TURNER LUMBER COMPANY	2652834	CEMETERY	9.99	9.99	09/09/2016
26920	TURNER LUMBER COMPANY	2653493	CEMETERY	13.99	13.99	09/09/2016
26920	TURNER LUMBER COMPANY	2653487	road	46.98	46.98	09/09/2016
	Total TURNER LUMBER COMPANY:			1,286.65	1,286.65	
U.S. TRACTOR & HARVEST, INC.						
33228	U.S. TRACTOR & HARVEST, IN	P29033	OSTA	14.71	14.71	09/09/2016
33228	U.S. TRACTOR & HARVEST, IN	P29046	OSTA	14.38	14.38	09/09/2016
	Total U.S. TRACTOR & HARVEST, INC.:			29.09	29.09	
UPGRADES BY ARCH						
30184	UPGRADES BY ARCH	1608-135	ROAD	20.00	20.00	09/09/2016
30184	UPGRADES BY ARCH	1608-137	JAIL	65.00	65.00	09/09/2016
30184	UPGRADES BY ARCH	1608-137	MAINTENANCE	910.00	910.00	09/09/2016
30184	UPGRADES BY ARCH	1602-080	MAINTENANCE/JAIL	65.00	65.00	09/09/2016
	Total UPGRADES BY ARCH:			1,060.00	1,060.00	
UTAH ASSOCIATION OF COUNTIES						
27405	UTAH ASSOCIATION OF COUN	5028	CENTRALLY ASSESSED LITIGA	308.01	308.01	09/09/2016
	Total UTAH ASSOCIATION OF COUNTIES:			308.01	308.01	
UTAH DEPT OF HEALTH						
30654	UTAH DEPT OF HEALTH	6H5000000929	EMS	3,721.44	3,721.44	09/09/2016
	Total UTAH DEPT OF HEALTH:			3,721.44	3,721.44	
UTAH LOCAL GOVERNMENT TRUST						
30551	UTAH LOCAL GOVERNMENT T	1531904	CEMETARY-1150.0	496.52	496.52	09/09/2016
	Total UTAH LOCAL GOVERNMENT TRUST:			496.52	496.52	
UTAH STATE ARCHIVES & RECORDS						
27705	UTAH STATE ARCHIVES & REC	172000000005	recording supplies	14.00	14.00	09/09/2016
	Total UTAH STATE ARCHIVES & RECORDS:			14.00	14.00	
UTAH STATE TAX COMMISSION						
27735	UTAH STATE TAX COMMISSIO	17-052	COURSE 44 FAA - DEBBIE SWA	105.00	105.00	09/09/2016
27735	UTAH STATE TAX COMMISSIO	17-032	aSSESSOR/AUDITOR SERVICE	1,265.00	1,265.00	09/09/2016
27735	UTAH STATE TAX COMMISSIO	17-052	COURSE 44 FAA - JILL MCKINN	105.00	105.00	09/09/2016

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
	Total UTAH STATE TAX COMMISSION:			1,475.00	1,475.00	
UTAH STATE TREASURER						
27740	UTAH STATE TREASURER	AUG 2016	state boating act	201.49	201.49	09/09/2016
27740	UTAH STATE TREASURER	AUG 2016	35% surcharge	5,184.24	5,184.24	09/09/2016
27740	UTAH STATE TREASURER	AUG 2016	80%OF $32 COURT SECURITY	7,629.93	7,629.93	09/09/2016
27740	UTAH STATE TREASURER	AUG 2016	wildlife resources	675.53	675.53	09/09/2016
27740	UTAH STATE TREASURER	AUG 2016	90% SURCHARGE	7,486.86	7,486.86	09/09/2016
27740	UTAH STATE TREASURER	AUG 2016	childrens defense trst fund	120.00	120.00	09/09/2016
	Total UTAH STATE TREASURER:			21,298.05	21,298.05	
UTAH.COM						
27825	UTAH.COM	1815-I	MOAB TRAVEL COUNCIL	28,664.50	28,664.50	09/09/2016
	Total UTAH.COM:			28,664.50	28,664.50	
UTE EXCAVATING & CONSTR LLC						
27840	UTE EXCAVATING & CONSTR L	812	ROAD MAINTENANCE	2,160.00	2,160.00	09/09/2016
	Total UTE EXCAVATING & CONSTR LLC:			2,160.00	2,160.00	
VERIZON WIRELESS						
27995	VERIZON WIRELESS	9770760277	TRANSWESTERN	95.15	95.15	09/09/2016
	Total VERIZON WIRELESS:			95.15	95.15	
VLCM						
33927	VLCM	509588	IT	47.87	47.87	09/09/2016
	Total VLCM:			47.87	47.87	
WALLACE, WILLIAM						
35271	WALLACE, WILLIAM	SEPT 2 2016	REFUND OF BAIL	1,425.00	1,425.00	09/09/2016
	Total WALLACE, WILLIAM:			1,425.00	1,425.00	
WASH IT EXPRESS						
30367	WASH IT EXPRESS	AUG 2016	SENIOR CENTER	15.00	15.00	09/09/2016
30367	WASH IT EXPRESS	AUG 2016	EMS	20.37	20.37	09/09/2016
30367	WASH IT EXPRESS	AUG 2016	SHERIFF	331.91	331.91	09/09/2016
	Total WASH IT EXPRESS:			367.28	367.28	
WESTERN IMPLEMENT CO						
28630	WESTERN IMPLEMENT CO	IN99926	ROAD	174.50	174.50	09/09/2016
	Total WESTERN IMPLEMENT CO:			174.50	174.50	
WHEELER MACHINERY						
28700	WHEELER MACHINERY	PS000393248	ROAD DEPARTMENT	387.01	387.01	09/09/2016
28700	WHEELER MACHINERY	PS000393256	ROAD DEPARTMENT	33.36	33.36	09/09/2016
28700	WHEELER MACHINERY	PS000394425	ROAD DEPARTMENT	74.78	74.78	09/09/2016
28700	WHEELER MACHINERY	PC000036118	ROAD DEPARTMENT	108.39-	108.39-	09/09/2016
28700	WHEELER MACHINERY	PS000397914	ROAD DEPARTMENT	116.05	116.05	09/09/2016
28700	WHEELER MACHINERY	PS000393255	ROAD DEPARTMENT	75.84	75.84	09/09/2016
28700	WHEELER MACHINERY	PS000394424	ROAD DEPARTMENT	220.66	220.66	09/09/2016

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
28700	WHEELER MACHINERY	PS000395142	ROAD DEPARTMENT	83.86	83.86	09/09/2016
28700	WHEELER MACHINERY	PS000397913	ROAD DEPARTMENT	131.84	131.84	09/09/2016
28700	WHEELER MACHINERY	PS000402364	ROAD DEPARTMENT	16.40	16.40	09/09/2016
	Total WHEELER MACHINERY:			1,031.41	1,031.41	
WIGGINS, JAMISON						
35265	WIGGINS, JAMISON	AUG 30 2016	MILEAGE	213.84	213.84	09/07/2016
35265	WIGGINS, JAMISON	AUG 30 2016	MEALS	10.79	10.79	09/07/2016
	Total WIGGINS, JAMISON:			224.63	224.63	
WYCLIFFE USA LLC						
35268	WYCLIFFE USA LLC	AUG 29 2016	REFUND OF OVERPAYMENT	8.00	8.00	09/09/2016
	Total WYCLIFFE USA LLC:			8.00	8.00	
ZIONS BANK						
29551	ZIONS BANK	AUG 30 2016	FINANICAL ADVISORY FEE	25,000.00	25,000.00	09/09/2016
	Total ZIONS BANK:			25,000.00	25,000.00	
	Grand Totals:			257,219.47	257,219.47	

Dated: 9/9/16

County Auditor: Diana Carroll

Council Chairperson: Elizabeth A. Tubbs

Council:

Council:

Check No. 94027-94122

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

Total AIRPORT:	7	.00	.00	4,796.88
Total AMBULANCE:	28	.00	.00	13,446.32
Total ASSESSOR:	4	.00	.00	3,842.67
Total ATTORNEY:	5	.00	.00	6,590.89
Total BUILDING INSPECTOR:	3	.00	.00	4,335.58
Total CEMETARY DISTRICT:	5	.00	.00	5,424.23
Total CHILD JUST CTR:	1	.00	.00	1,564.90
Total CLERK/AUDITOR:	6	.00	.00	5,821.92
Total COUNTY ADMINISTRATOR:	4	.00	.00	5,527.66
Total COUNTY COUNCIL:	7	.00	.00	2,085.13
Total COURTHOUSE:	6	.00	.00	5,532.54
Total FAMILY SUPPORT CENTE:	6	.00	.00	2,278.31
Total HUMAN RESOURCES:	1	.00	.00	1,774.17
Total JAIL:	12	.00	.00	13,551.19
Total JUSTICE COURT:	4	.00	.00	4,119.58
Total LIBRARY:	17	.00	.00	10,565.95
Total MOAB MOSQUITO DISTRI:	4	.00	.00	5,255.61
Total MOAB PROMOTION:	4	.00	.00	4,980.94
Total PLANNING & ZONING:	3	.00	.00	3,671.46
Total RECORDER:	3	.00	.00	3,187.43
Total ROADS - CLASS B:	19	.00	.00	23,064.43
Total SANDFLATS RECREATION:	8	.00	.00	5,811.10
Total SEARCH & RESCUE:	14	.00	.00	4,386.60
Total SENIOR CITIZENS:	7	.00	.00	5,349.15
Total SHERIFF:	21	.00	.00	30,932.46
Total SPANISH TRAIL ARENA:	4	.00	.00	3,822.81
Total TREASURER:	2	.00	.00	2,661.15
Total WEED CONTROL:	4	.00	.00	3,009.50
Grand Totals:	209	.00	.00	187,390.56

Dated: Sept. 14, 2016
County Auditor: Diana Carroll
Council Chairperson: Elizabeth A. Tubbs
Council:
Council:
Check No. 32683-32706
9161916286

AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

SEPTEMBER 20, 2016

Agenda Item: D

TITLE:	Public Defender Semi-Annual Report
FISCAL IMPACT:	None
PRESENTER(S):	Don Torgerson, Torgerson Law Offices, P.C.

Prepared By:

Ruth Dillon
Council Administrator
(435) 259-1347

FOR OFFICE USE ONLY:

Attorney Review:

N/A

BACKGROUND:

As part of the Public Defender Agreement, a written report of services is required every six months. The agreements specify that the reports "shall include the number and types of cases or matters handled specifying the types and classes of:

- Offenses
- Courts
- Particular clients
- Non-jury trials
- Jury trials
- Hearings other than trials
- Plea-negotiated settlements
- Such other factors as may be reasonably requested by the county that do not violate attorney client privilege."

ATTACHMENT(S):

1. Reports dated September 6, 2016 and February 8, 2016

TORGERSON LAW OFFICES, P.C.

454 EAST MAIN STREET, SUITE 100
PO BOX 955
PRICE, UT 84501

DON M. TORGERSON
MANDIE J. TORGERSON

(435) 637-7011
FAX (435) 636-0138
www.pricelawyers.com

September 6, 2016

Grand County Council
125 East Center Street
Moab, UT 84532

Re: Grand County Public Defender Report

Dear Grand County Council:

The total number of cases we have been appointed to is accurate, all other numbers are approximate.

Date of Reporting: February 1, 2016 – July 31, 2016

Total number of criminal case appointments: 78

- District Court: 73
- Justice Court: 5

Initial charges in the *Information*:

- 1st Degree Felony: 3
- 2nd Degree Felony: 15
- 3rd Degree Felony: 26
- Class A Misdemeanor: 35
- Class B Misdemeanor: 65
- Class C Misdemeanor: 22
- Infraction: 9

Orders to Show Cause: 18

Appeals from Justice Court: 0

Cases Dismissed after Information or Order to Show Cause filed: 6

Cases Settled/Negotiated: 50

- 1st Degree Felony: 0
- 2nd Degree Felony: 4
- 3rd Degree Felony: 9
- Class A Misdemeanor: 15
- Class B Misdemeanor: 31
- Class C Misdemeanor: 4
- Infraction: 0
    - Prison Sentence: 4
    - Jail Sentence: 22
    - Court Probation: 23
    - Supervised Probation: 14
    - Fine: 34
    - Community Service: 10
    - DNA Sample: 18
    - Assessment: 19
    - Restitution: 10
    - Drug Court: 0
- Plea in Abeyance: 2
- Probation Revoked and Reinstated: 8
- Probation Terminated Unsuccessfully: 5

Current active Juvenile Court cases: 39

Sincerely,

TORGERSON LAW OFFICES, P.C.

Don M. Torgerson
don.torgerson@gmail.com

DMT/kd

TORGERSON LAW OFFICES, P.C.

454 EAST MAIN STREET, SUITE 100
PO BOX 955
PRICE, UT 84501

DON M. TORGERSON
MANDIE J. TORGERSON

(435) 637-7011
FAX (435) 636-0138
www.pricelawyers.com

February 8, 2016

Ruth Dillon
Council Assistant
Grand County Council
125 East Center Street
Moab, UT 84532

Re: Grand County Public Defender Report

Dear Grand County Council:

The total number of cases we have been appointed to is accurate, all other numbers are approximate.

Date of Reporting: July 2, 2015 – January 31, 2016

Total number of criminal case appointments: 98

- District Court: 92
- Justice Court: 6

Initial charges in the *Information*:

- 1st Degree Felony: 5
- 2nd Degree Felony: 15
- 3rd Degree Felony: 22
- Class A Misdemeanor: 59
- Class B Misdemeanor: 79
- Class C Misdemeanor: 19
- Infraction: 6

Orders to Show Cause: 23

Appeals from Justice Court: 0

Cases Dismissed after Information or Order to Show Cause filed: 13

Cases Settled/Negotiated: 84

- 1st Degree Felony: 0
- 2nd Degree Felony: 8
- 3rd Degree Felony: 14
- Class A Misdemeanor: 31
- Class B Misdemeanor: 45
- Class C Misdemeanor: 16
- Infraction: 1
    - Prison Sentence: 15
    - Jail Sentence: 25
    - Court Probation: 36
    - Supervised Probation: 12
    - Fine: 50
    - Community Service: 12
    - DNA Sample: 29
    - Assessment: 29
    - Restitution: 10
    - Drug Court: 1
- Plea in Abeyance: 2
- Probation Revoked and Reinstated: 13
- Probation Terminated Unsuccessfully: 9

Current active Juvenile Court cases: 40

Sincerely,

TORGERSON LAW OFFICES, P.C.

Don M. Torgerson
don.torgerson@gmail.com

DMT/kd

AGENDA SUMMARY **GRAND COUNTY COUNCIL MEETING** SEPTEMBER 20, 2016 Agenda Item: E	
TITLE:	Museum of Moab Semi-Annual Report
FISCAL IMPACT:	
PRESENTER(S):	John Foster, Museum Director

Prepared By:

Bryony Chamberlain
Council Office
Coordinator
435-259-1346

FOR OFFICE USE ONLY:

Attorney Review:

N/A

BACKGROUND:
Museum of Moab annual presentation.

ATTACHMENT(S):
1. PowerPoint Presentation – To be provided

Museum of Moab
2016 Mid-year Report

John Foster
Director

Museum of Moab
est. 1958

Museum of Moab

Est. 1958

MOU December 2007

Section 5

Annual Report

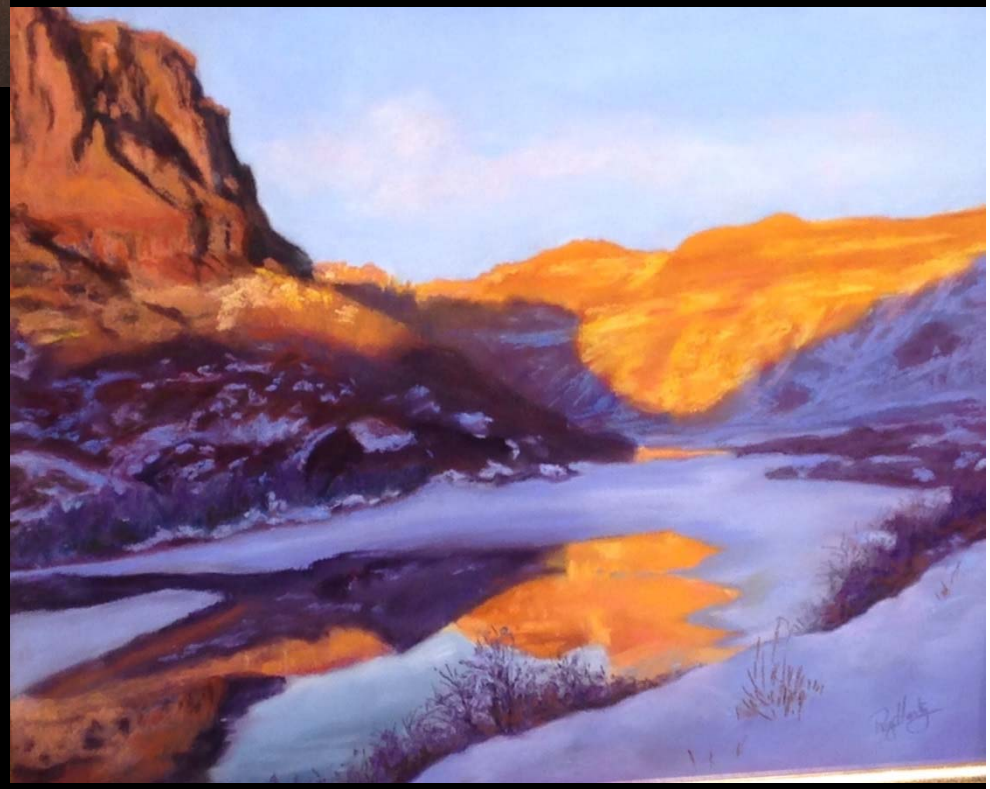
The Mission of the Museum of Moab
is to preserve and display artifacts and information, and to promote research and education, which accurately reflect the natural and cultural history of the Moab area.

Temporary Exhibits

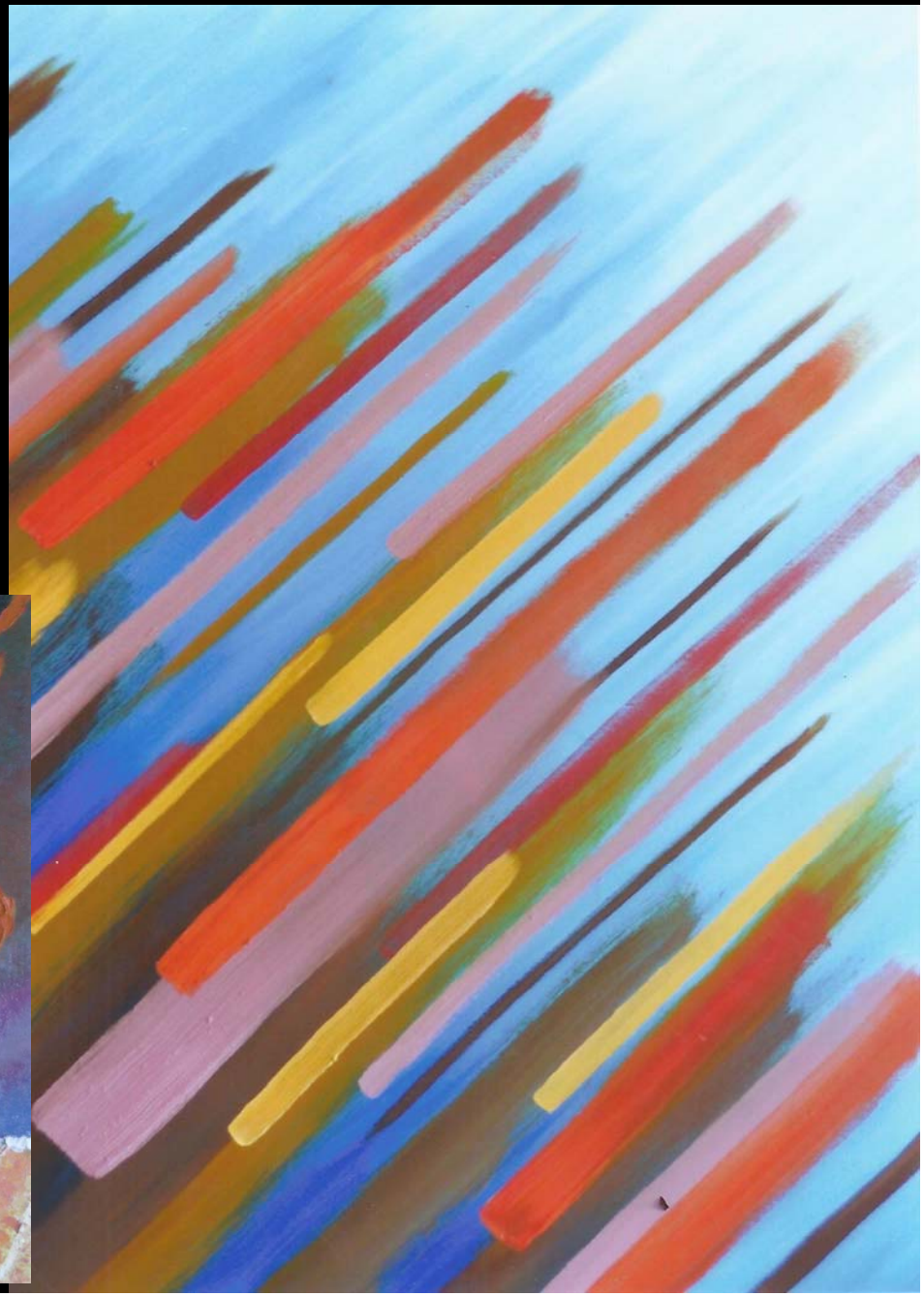
Color Me…

Delicate Stitchers
Quilting Guild Show

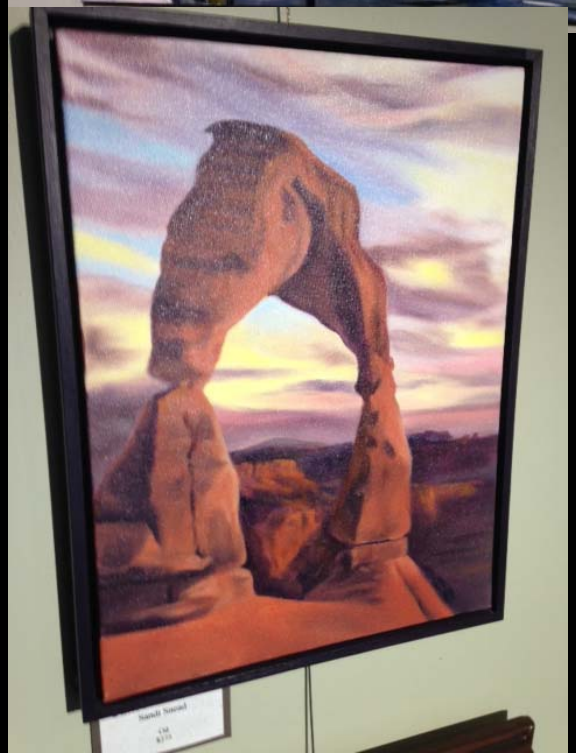
Moab Pastel Guild



Helen Becker Abstracts



Abstracts and Surreal
Various



3D and 2D Art
Mixed

Moab Music Festival Art with Instruments

Permanent Exhibits

-New Display for Tracks
-New Display for cast skeleton
-LED lighting in Barnes Gallery

Building Roof Repairs

Events and Programs

Art Walks

6 so far
500 people

Pioneer Day Ice Cream Social

July 24

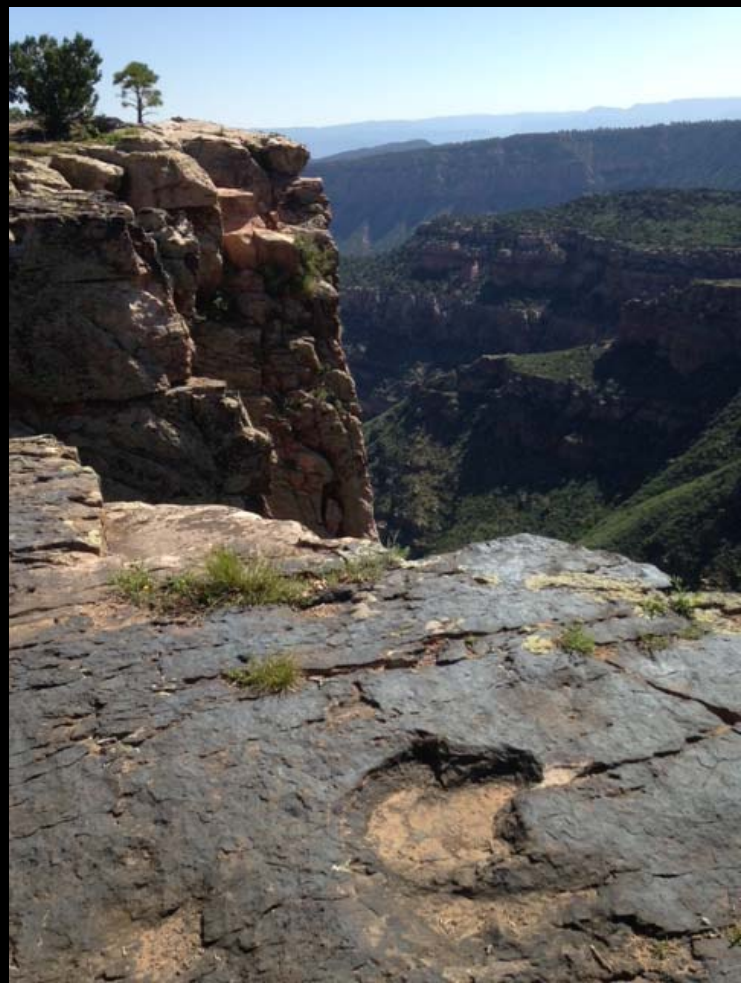
300+

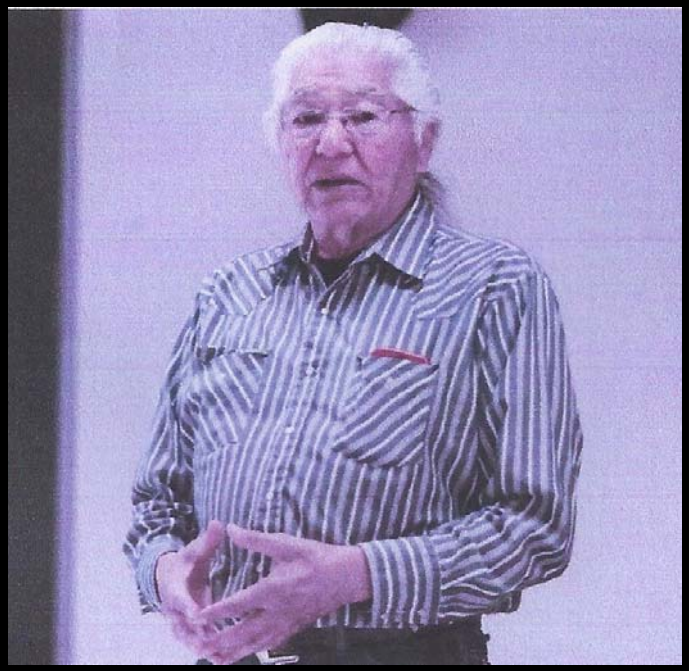
Catawba Science Center

Tour with 9 from Museum in North Carolina

Dinosaur Tracksite Tours

with CFI



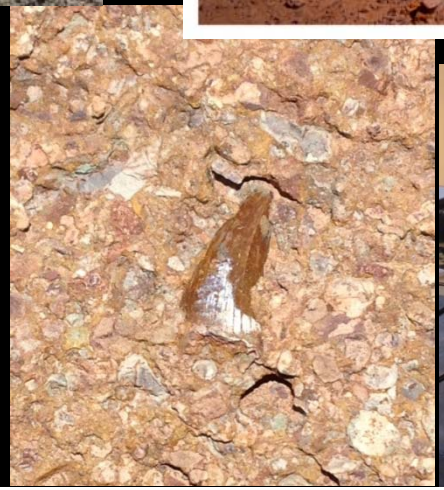


Lectures Co-Sponsored with CNHA

CNHA

Education & Outreach Projects

Co-Sponsorship of the Utah Friends of Paleontology Annual Meeting In Moab, April 1-3



Education Programs

79% growth over 2015
450+ participants

Historical Marker for Mi Vida/Lisbon Valley Area

Sign Ordered

Research Projects

Trail Clearance for Fallen Peace Officers Trail Extension (Ride With Respect)

Research Library

Numerous Researchers
Books, dissertations, photo searches

Dystrophaeus Project

- First dinosaur found in Utah
- Geologically oldest sauropod dinosaur found in North America
- Worked Sept 3-10, 2016
- Cooperative with NHMU and MNA
- Funded by National Geographic
- Many bones found again

Museum Research Projects Published 2016

New Dinosaur at Cleveland-Lloyd…

ELSEVIER

Available online at www.sciencedirect.com

ScienceDirect

Palaeoworld 25 (2016) 431–443

Palaeoworld

www.elsevier.com/locate/palwor

First report of *Apatosaurus* (Diplodocidae: Apatosaurinae) from the Cleveland-Lloyd Quarry in the Upper Jurassic Morrison Formation of Utah: Abundance, distribution, paleoecology, and taphonomy of an endemic North American sauropod clade

John R. Foster[a,*], Joseph E. Peterson[b]

[a] Museum of Moab, 118 East Center Street, Moab, UT 84532, USA

[b] University of Wisconsin-Oshkosh, Department of Geology, 800 Algoma Boulevard, Oshkosh, WI 54901, USA

Received 1 April 2015; received in revised form 30 September 2015; accepted 16 November 2015

Available online 2 December 2015

Abstract

A cervical vertebra preserved at the famous and productive Cleveland-Lloyd Dinosaur Quarry in the Upper Jurassic Morrison Formation of Utah is that of an *Apatosaurus*, a sauropod dinosaur genus not previously recognized at the site and the first new dinosaur taxon identified at the site in years. The presence of *Apatosaurus* at a mudstone site dominated by other taxa, both theropod and sauropod, suggests a pattern of preservation within the Morrison Formation in which sites in fine-grained sediments yield dramatically uneven relative abundances of dinosaurs, with variable dominant taxa by site, compared with more time-averaged and attritional coarse-grained channel sandstone deposits. In addition, the continued demonstration of the wide-spread occurrence and abundance of *Apatosaurus* within the Morrison Formation, and the absence of its clade among diplodocid faunas on other continents, suggest that this group may have been endemic to North America during the Late Jurassic and that it may have originated there, though this is far from clear.

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Keywords: Apatosaurus; Morrison Formation; Diplodocidae; Sauropoda; Late Jurassic

1. Introduction

The Cleveland-Lloyd Dinosaur Quarry (CLDQ), in the Brushy Basin Member of the Upper Jurassic Morrison Formation in the San Rafael Swell of Utah (Fig. 1), has been heavily studied since initial excavations began there in the 1920s (Stokes, 1985; Miller et al., 1996). In the years since, more than 10 000 bones have been collected, and most of these belong to the large allosauroid dinosaur *Allosaurus fragilis* (Madsen, 1976a). This population of *Allosaurus* has been the subject of several studies of variation and pathologies of the individuals (Henderson, 1998; Hanna, 2002; Carpenter, 2010). In addition, however, the quarry also contains individuals of the theropod genera *Ceratosaurus*, *Stokesosaurus*, and *Marshosaurus* (Madsen, 1974, 1976b; Chure and Madsen, 1998; Madsen and Welles, 2000). Several ornithischians, an egg, and sauropods such as *Camarasaurus* and diplodocines are known from the site also (Hirsch, 1994; Gates, 2005). The complexity of the vertical and lateral distributions of the bones in the deposit, and their orientations, along with the unusual predator-to-prey ratio and dominance by a single species of dinosaur, have all led to the quarry having a long history of geological and taphonomic study, with little agreement on exactly what killed or concentrated the animals (Bilbey, 1992, 1998, 1999; Richmond and Morris, 1996; Gates, 2005; Hunt et al., 2006).

Although sauropod dinosaurs are comparatively rare in the Cleveland-Lloyd Quarry deposit, at least 137 bones of sauropods are known (Madsen et al., 1995; Miller et al., 1996), and most of these are of camarasaurids, with at least one indeterminate diplodocine (previously identified as

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E-mail address: director@moabmuseum.org (J.R. Foster).

http://dx.doi.org/10.1016/j.palwor.2015.11.006
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Paleontology of House Range…

TAPHONOMY AND PALEOECOLOGY OF THE "MIDDLE" CAMBRIAN (SERIES 3) FORMATIONS IN UTAH'S WEST DESERT: RECENT FINDS AND NEW DATA

John R. Foster[1] and Robert R. Gaines[2]

ABSTRACT

The middle Cambrian succession of Utah's West Desert offers an outstanding record of one of the most important periods in Earth history, and in recent decades it has provided one of the most important faunal records of this time interval in the world. A total of 18 formations comprise the middle Cambrian (Series 3) succession of the West Desert and, together, they span the entirety of the series, with the *Eokochaspis* through *Cedaria* trilobite zones represented. For more than a century the middle Cambrian strata of the area have been well-known for their abundant, diverse, and well-preserved trilobites, which are especially prominent in the Wheeler, Marjum, and Weeks formations. The paleoenvironmental conditions that promoted the preservation of articulated trilobites and other mineralized organisms also contributed to soft-bodied preservation of Burgess Shale-type biotas in those units. The particularly rich fossil record from this area includes endemic taxa that are unique to the region as well as those found elsewhere in Laurentia and on other paleocontinents. In recent years, understanding of the middle Cambrian biotas from western Utah has increased as new taxa, including many soft-bodied forms, have been discovered. In the past year alone, species diversity from the Wheeler, Marjum, and Weeks formations has been expanded considerably. Taxa new to the Wheeler Formation include the protomonaxonid *Lenica* cf. *hindei*, the vetulocystid *Thylacocercus ignota*, the hemichordate *Sphenoecium wheelerensis*, and the conulariid *Cambrorhytium* sp. Those from the Marjum Formation include the arthropod *Dytikosicula desmatae*, the cambroernid *Eldonia ludwigi*, and the new pterobranch hemichordate, *Sphenoecium wheelerensis*. The new arthropod *Falcatamacaris bellua* from the Weeks Formation joins two other new arthropod taxa described since 2013. The steady increase in taxonomic diversity of these units has contributed greatly to understanding the complex ecosystems that thrived in this region during the middle Cambrian. Recent work has also shed light on the living environments and circumstances surrounding exceptional preservation of the fossil assemblages. The House Range embayment, a deep water trough that first developed at the onset of Wheeler deposition, gradually filled through time, resulting in an overall shallowing upwards sequence and a general decrease in the frequency of soft-bodied preservation.

INTRODUCTION

The Cambrian section of sedimentary rocks in Utah's West Desert contains one of the best records of life from this time interval in the world. Since the time of pioneering work in the area by Henry Engelmann of James Simpson's 1859 survey and G. K. Gilbert of George Wheeler's survey (1870s), the area has been explored by many geologists and paleontologists, such as C. D. Walcott, Charles Resser, and A. R. Palmer, and has become a keystone for understanding Early Paleozoic paleobiology in the western U.S.A. and beyond. Among the many well-exposed fossiliferous Paleozoic units that occur in this area, the middle Cambrian succession (as used here, essentially unnamed global Series 3) contains a particularly diverse and well preserved fossil record that offers critical points of comparison with other formations of similar age from elsewhere in the world. Thanks to the relatively recent efforts of workers such as the Gunther family and R. A. Robison, among others, the middle Cambrian fossils of the West Desert have collectively become an important companion record to other Cambrian lagerstätten such as the Burgess Shale of British Columbia and the Chengjiang Biota of China.

Middle Cambrian units are found in the Wah Wah, Cricket, House, Drum, Fish Springs, Dugway, and Deep Creek ranges in the West Desert (Hintze and Robison, 1975). The most spectacular fossil assemblages occur in the central House Range and in the Drum Mountains (figure. 1C), to the west of Delta, Utah (Robison and others, 2015), in strata belonging to the Drumian and Guzhang-

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118 East Center Street
Moab, UT 84532

[2] *Pomona College*
Geology Department
185 East Sixth Street
Claremont, CA 91711

Foster, J.R. and Gaines, R.R., 2016, Taphonomy and Paleoecology of the "Middle" Cambrian (Series 3) Formations in Utah's West Desert: Recent Finds and New Data, *in* Comer, J.B., Inkenbrandt, P.C., Krahulec, K.A., and Pinnell, M.L., editors, 2016 Utah Geological Association Guidebook Resources and Geology of Utah's West Desert: Utah Geological Association Publication 45, p. X-XX.

Research Projects Presented at…

SVP
SOCIETY OF VERTEBRATE PALEONTOLOGY

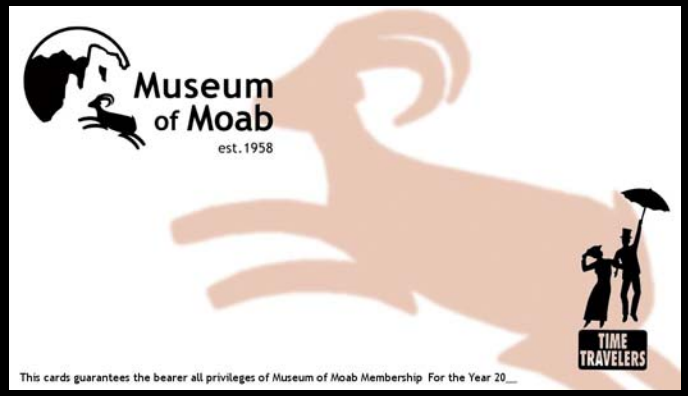
THE GEOLOGICAL SOCIETY OF AMERICA
1888

Other Professional Development…

UTAH MUSEUMS ASSOCIATION

Collections

- Donations of local serving tray, trilobites, archaeological material
- Cataloged 33 new artifacts



Membership

359 members

148 current

- Membership revenue up 8.8% over this point 2015
- Several levels
- Joint Membership with Canyonlands Natural History Association
- Always working to increase more, including corporate

Marketing

Billboard on Hwy 191 in 2nd year

Regular Articles/Ads:

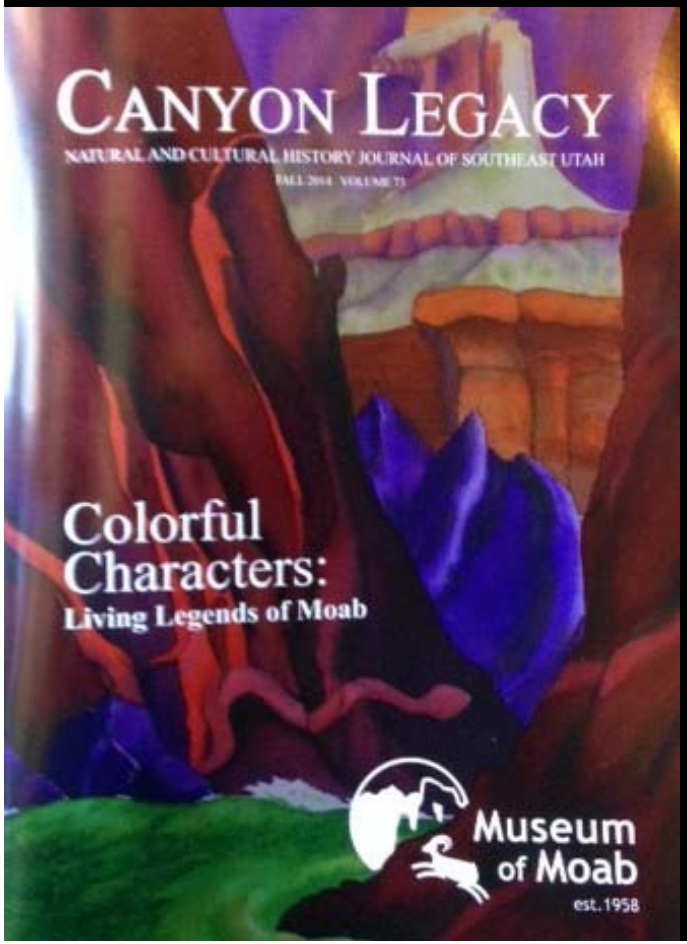
-Moab GuestGuide
-TravelHost
-Moab Happenings
-Sun News

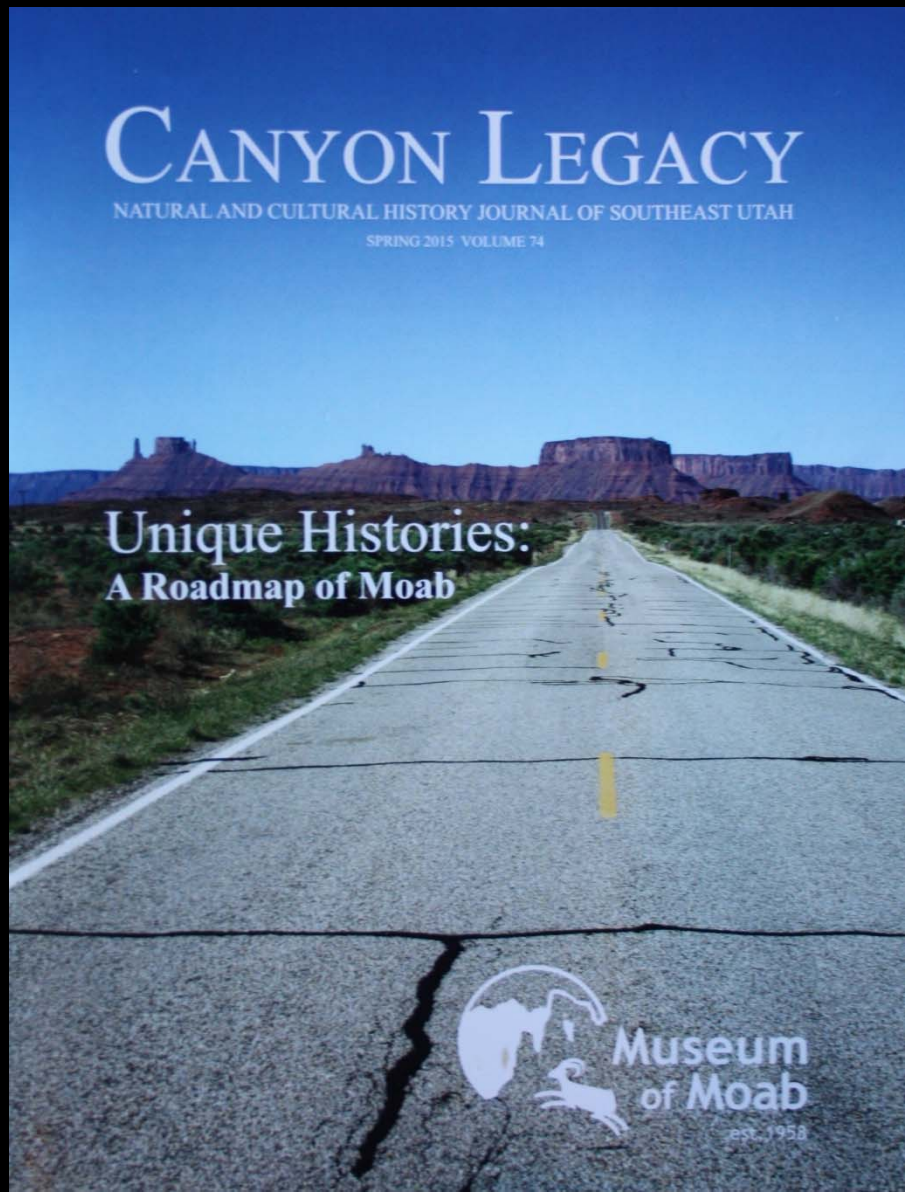
Building Banners Replaced

Brand New Website Launched

Canyon Legacy

Vol 75 is being typeset



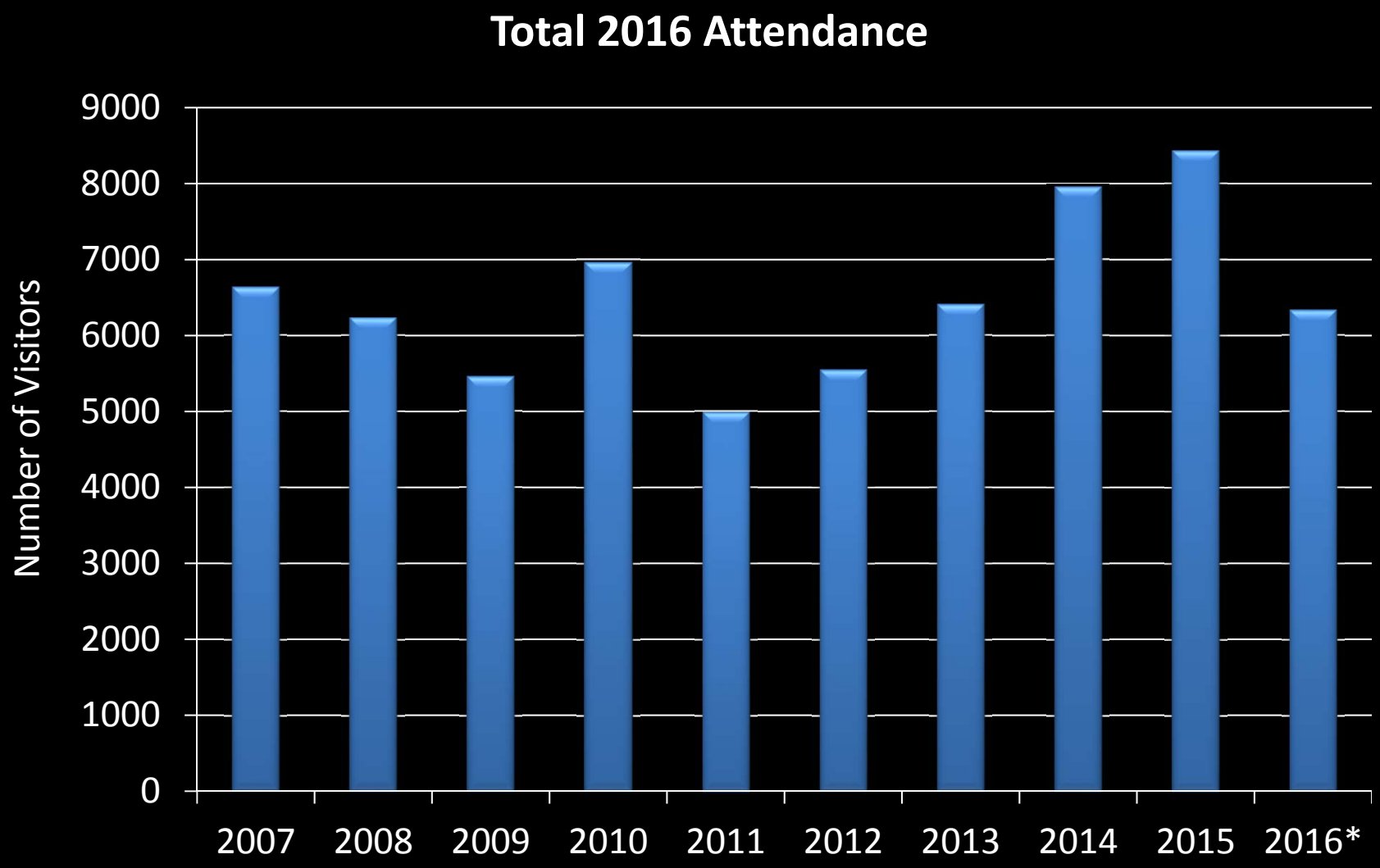


Volunteer Projects

- LED Lighting
- Wingate Dinosaur Tracks Display
- New display case

400+ hours so far

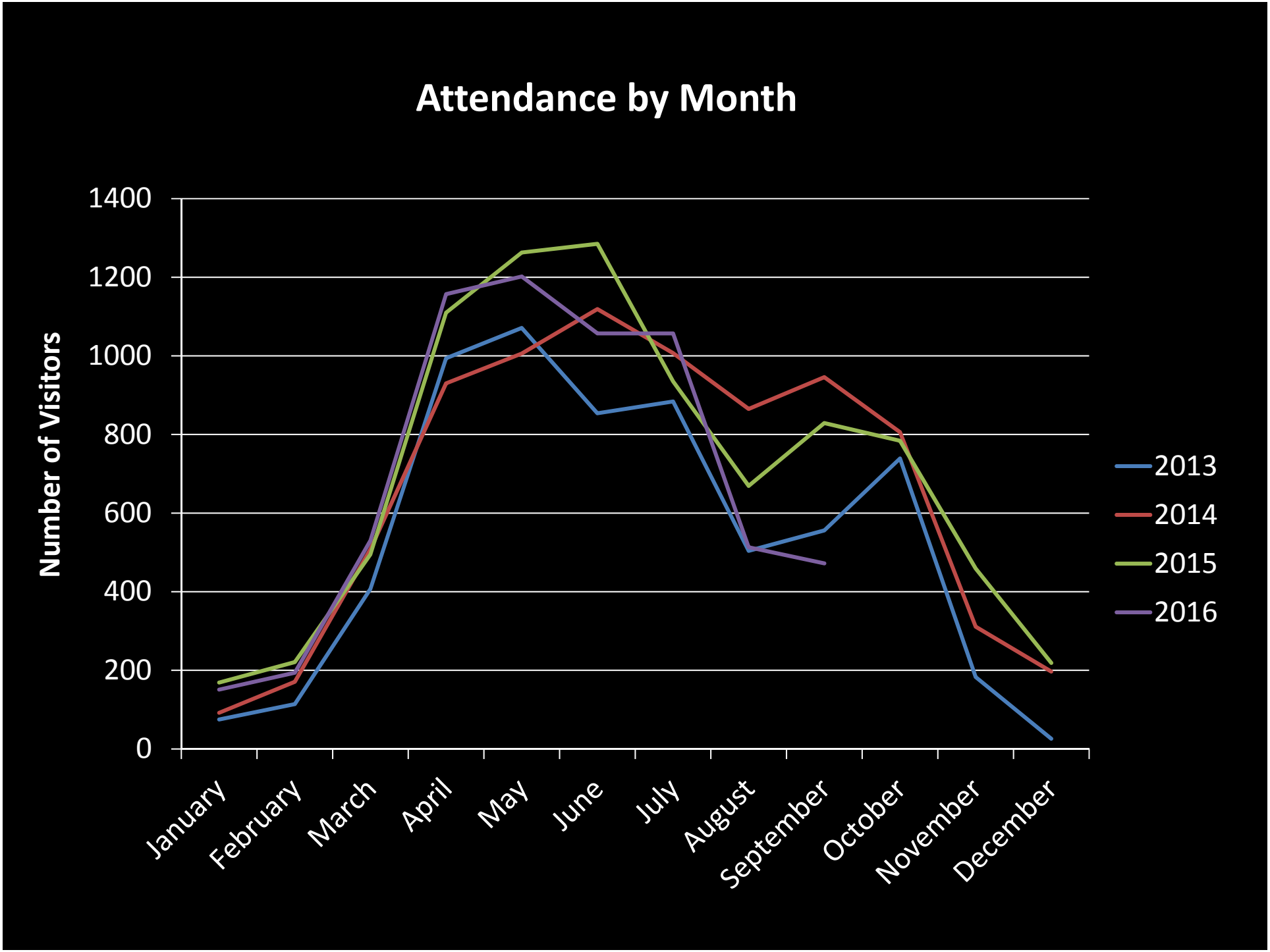
Attendance



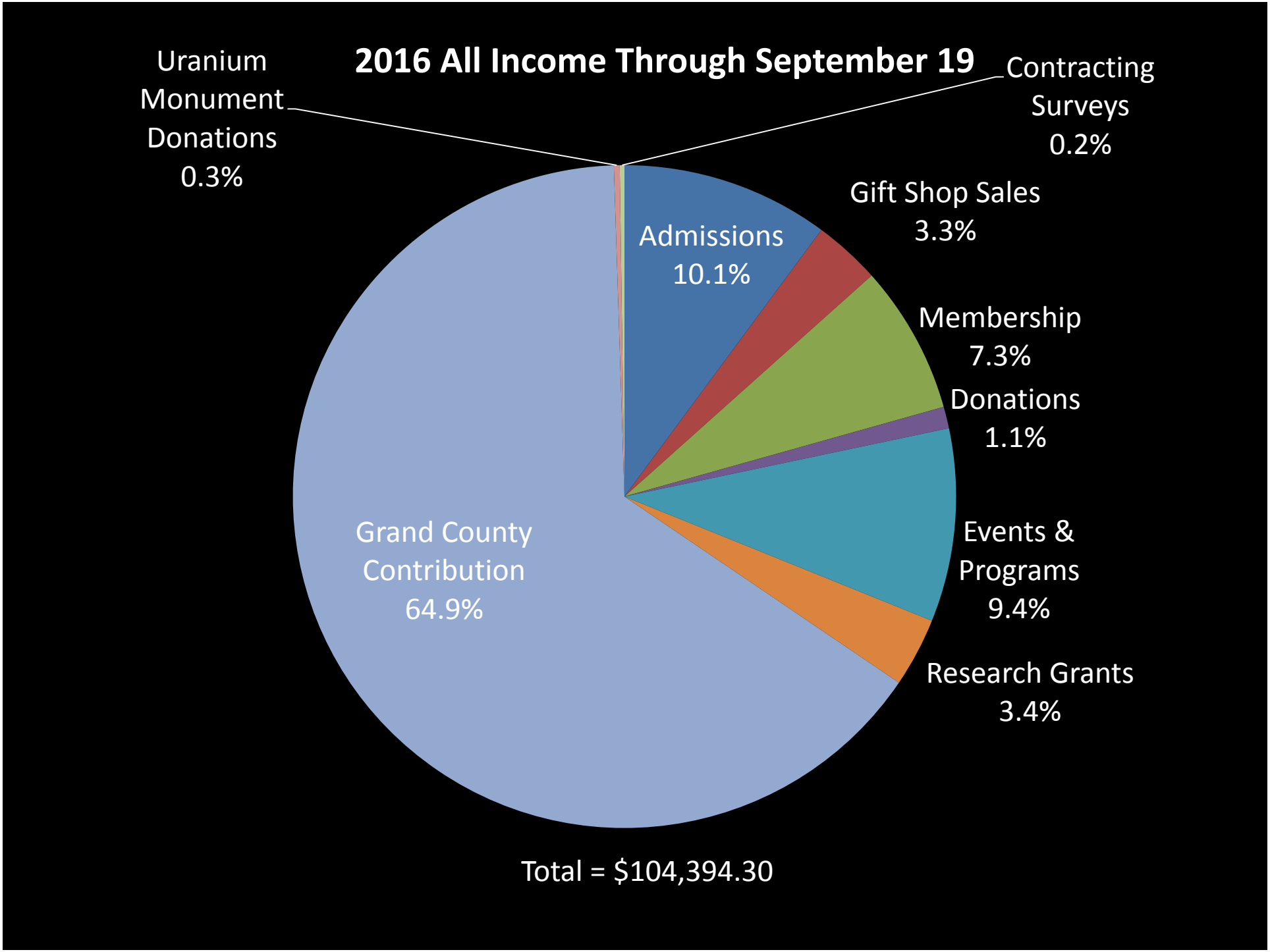
Cumulative attendance since 2006: 64,969

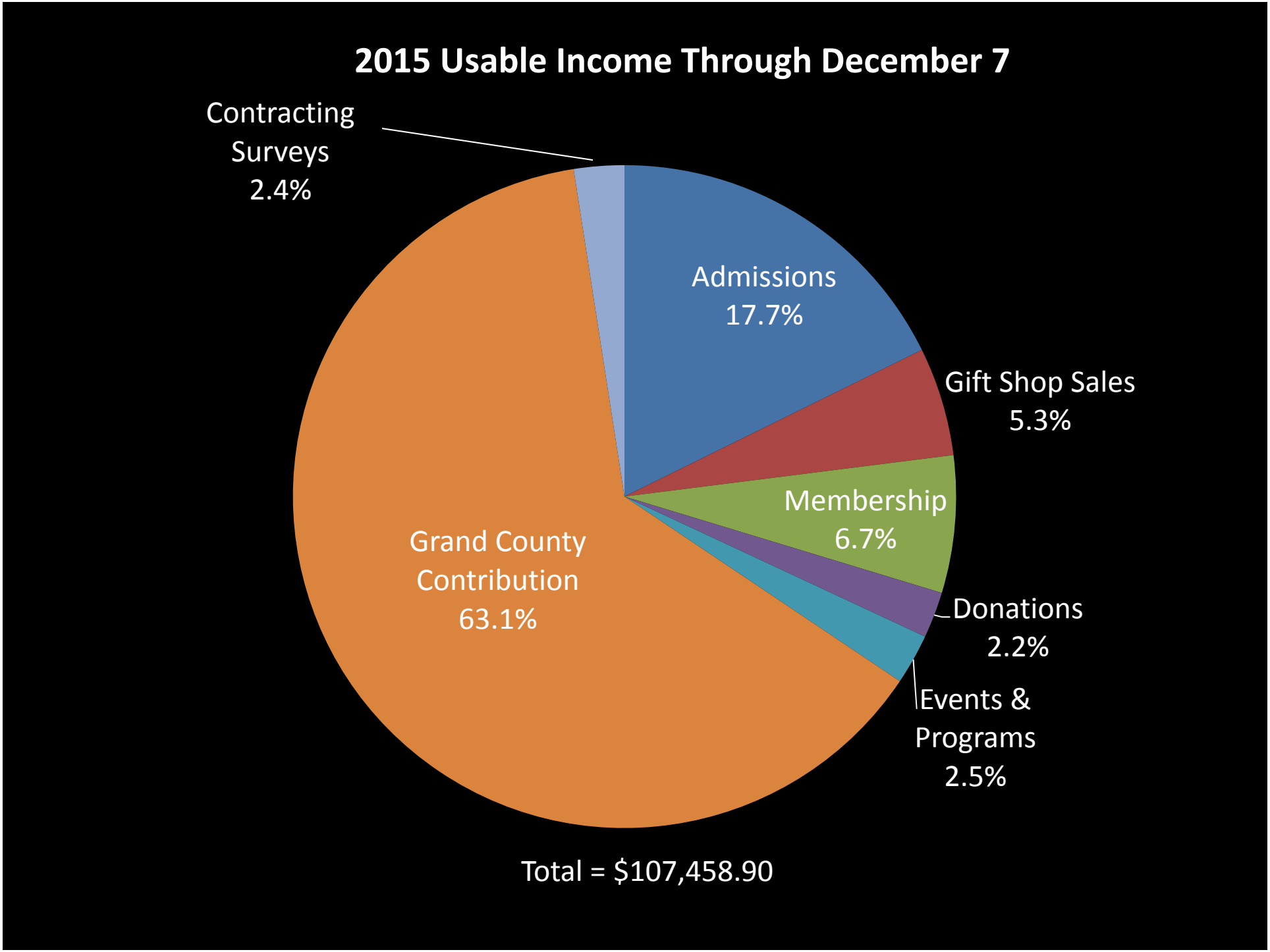
*Through Sept 17

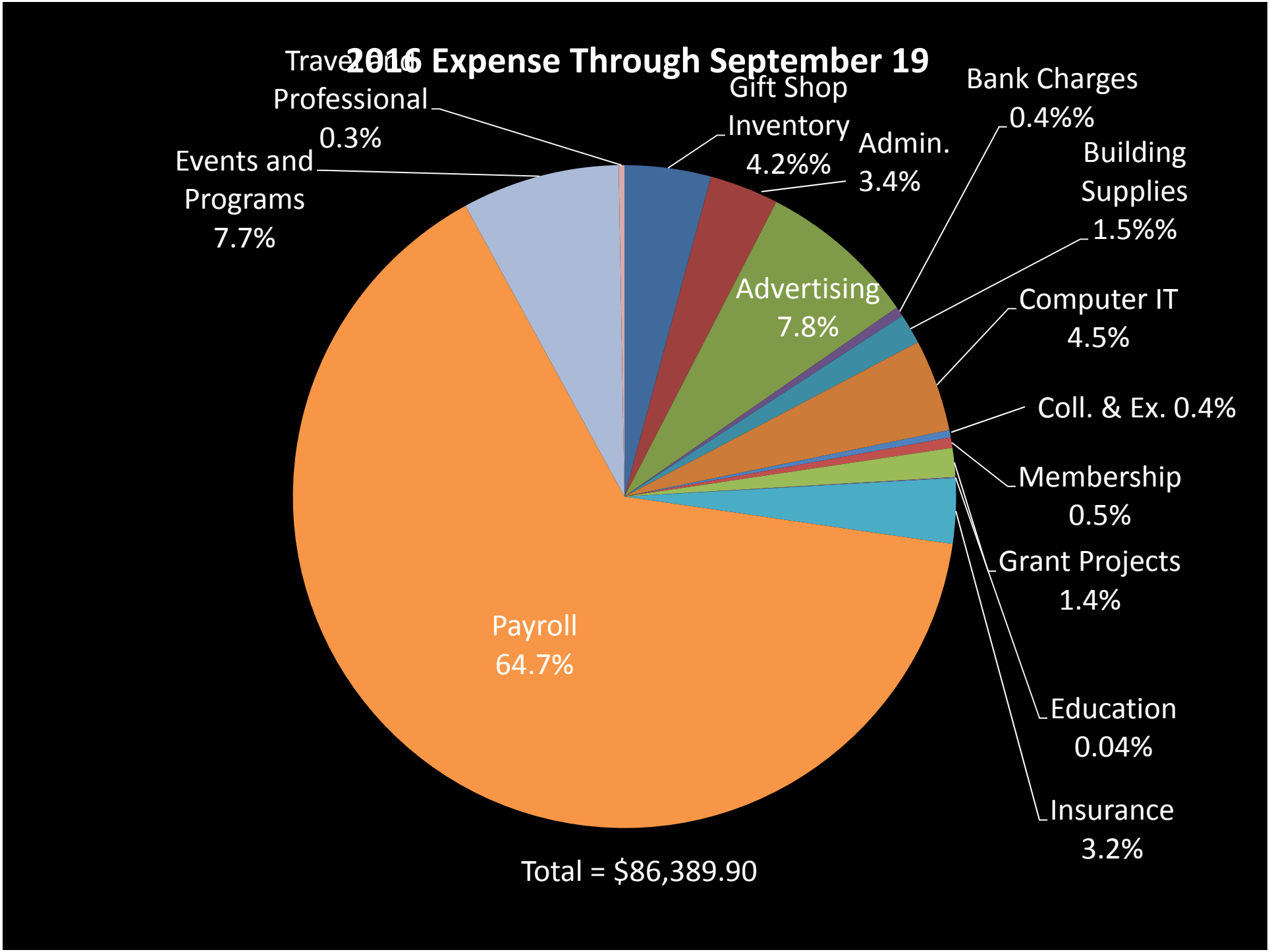
All of 2011 to 2016 so far attendance growth: 26.9%


Attendance by Month
Number of Visitors
1400
1200
1000
800
600
400
200
0
January
February
March
April
May
June
July
August
September
October
November
December
2013
2014
2015
2016

2016 Income & Expense

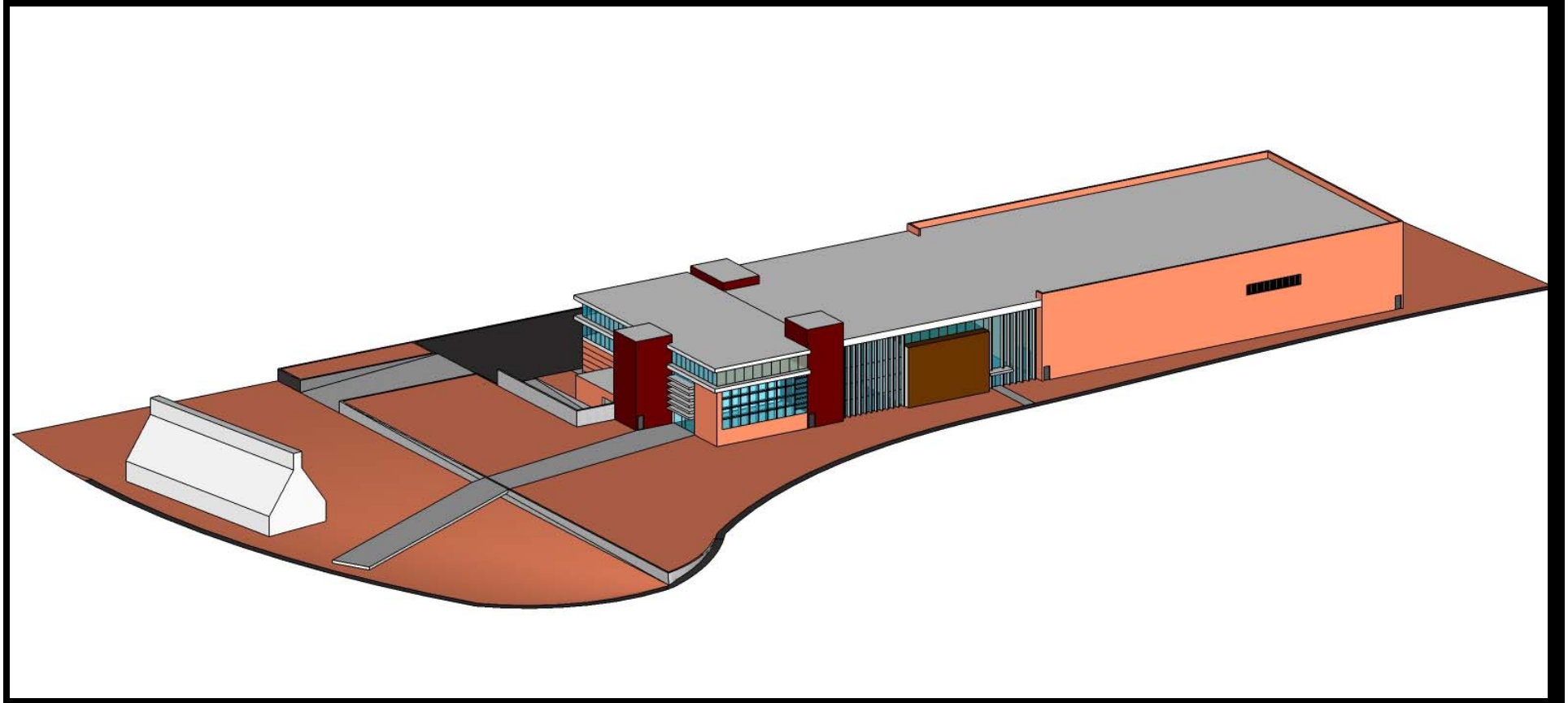

2016 All Income Through September 19
Uranium Monument Donations 0.3%
Contracting Surveys 0.2%
Gift Shop Sales 3.3%
Admissions 10.1%
Membership 7.3%
Donations 1.1%
Events & Programs 9.4%
Research Grants 3.4%
Grand County Contribution 64.9%
Total = $104,394.30


2015 Usable Income Through December 7
Contracting Surveys 2.4%
Admissions 17.7%
Gift Shop Sales 5.3%
Membership 6.7%
Donations 2.2%
Events & Programs 2.5%
Grand County Contribution 63.1%
Total = $107,458.90


2016 Expense Through September 19
Travel 0.1%
Professional 0.3%
Events and Programs 7.7%
Gift Shop Inventory 4.2%%
Admin. 3.4%
Bank Charges 0.4%%
Building Supplies 1.5%%
Advertising 7.8%
Computer IT 4.5%
Coll. & Ex. 0.4%
Membership 0.5%
Grant Projects 1.4%
Payroll 64.7%
Education 0.04%
Insurance 3.2%
Total = $86,389.90

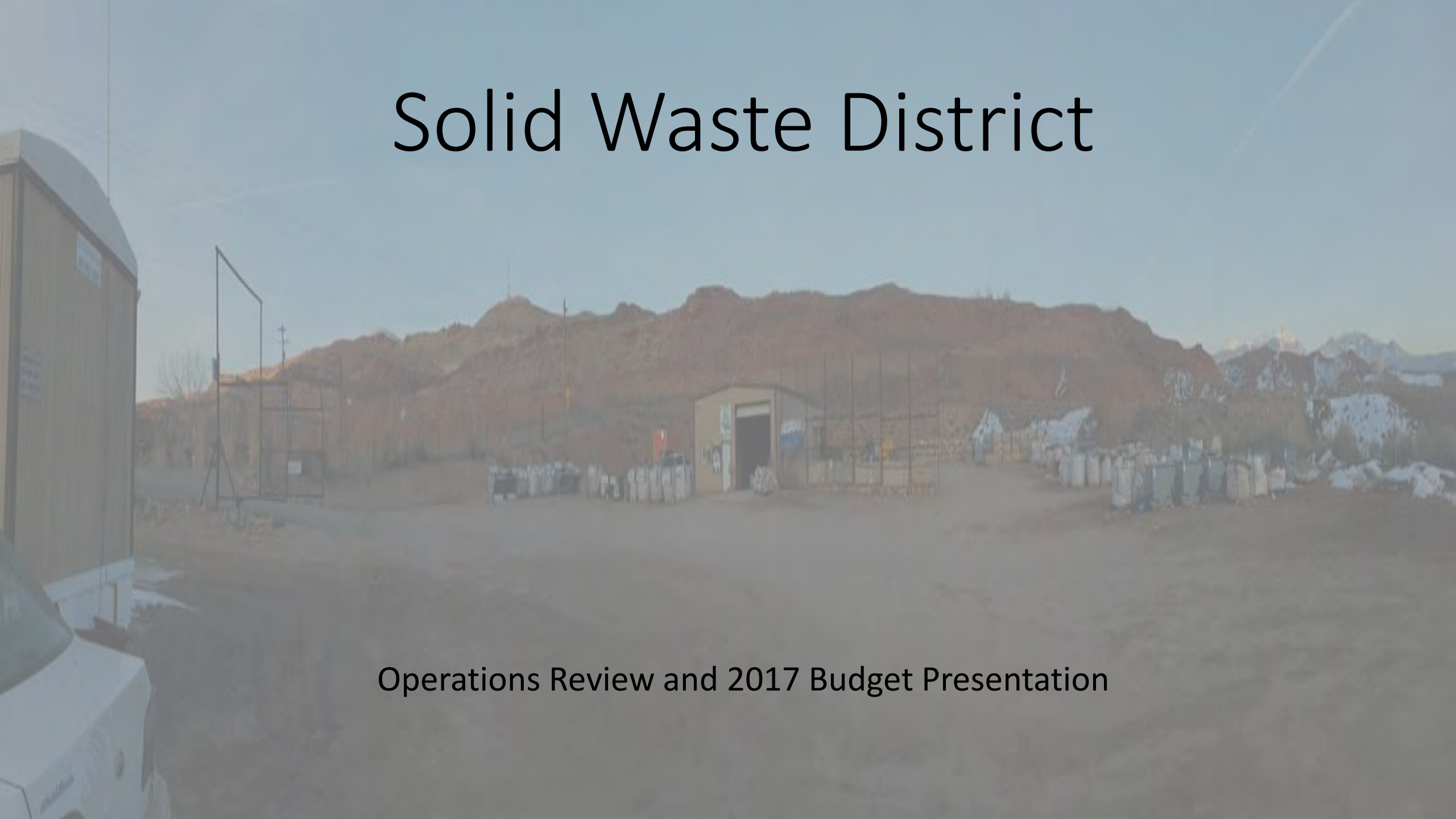
Upcoming

Conceptual Drawing for New, Larger Facility on Hwy 191



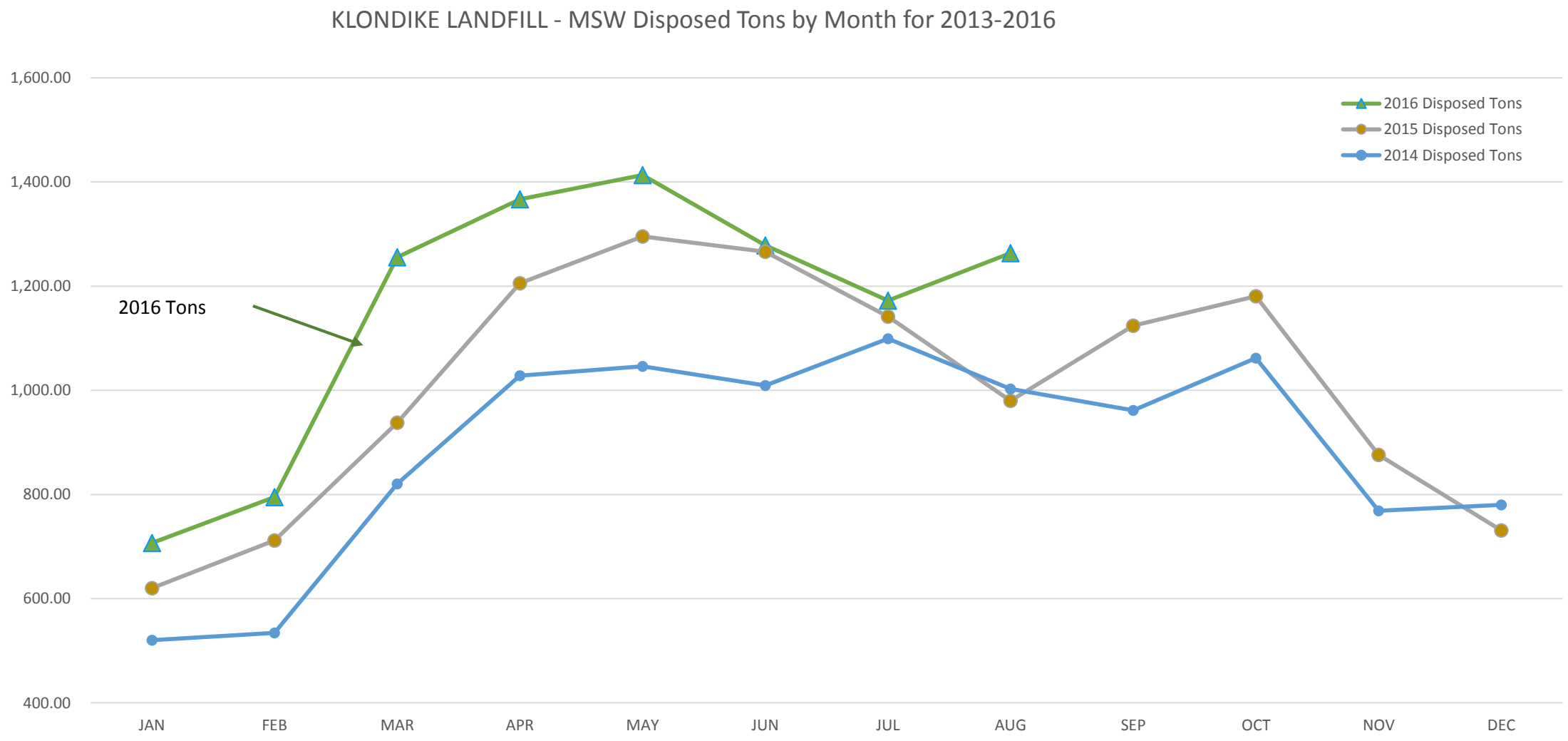
Thank You!

Solid Waste District

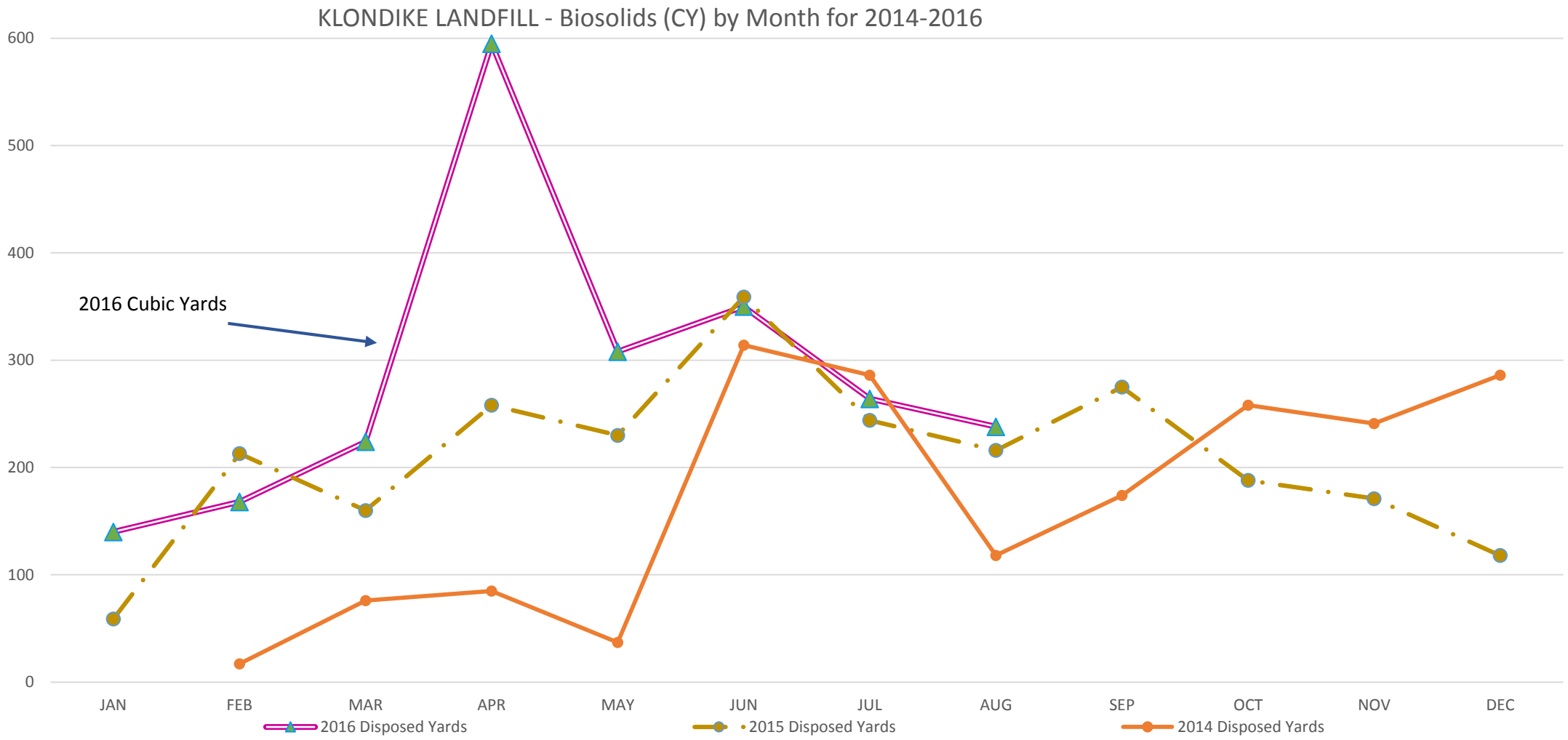


Operations Review and 2017 Budget Presentation

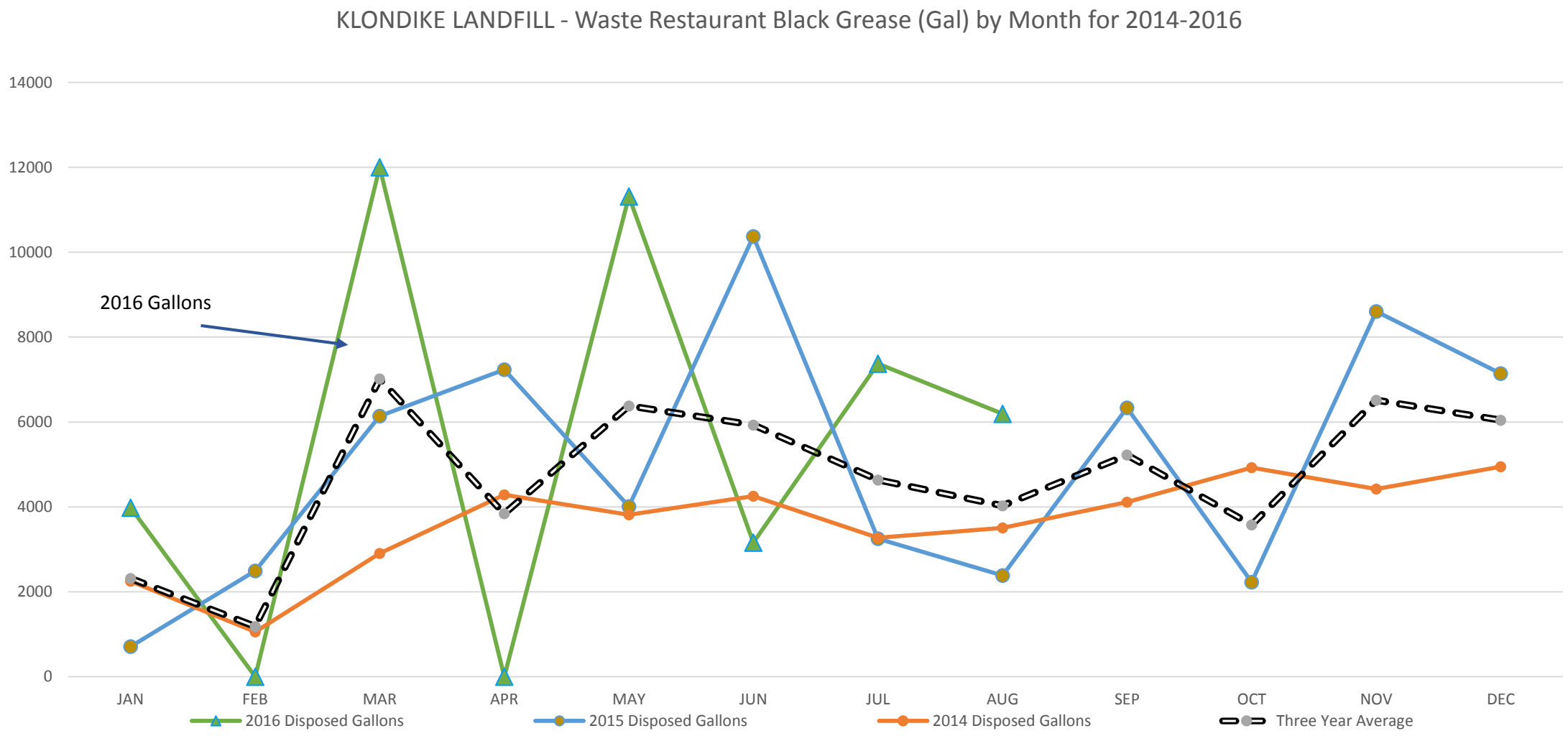
KlondikeTonnages (Class 1 – MSW)



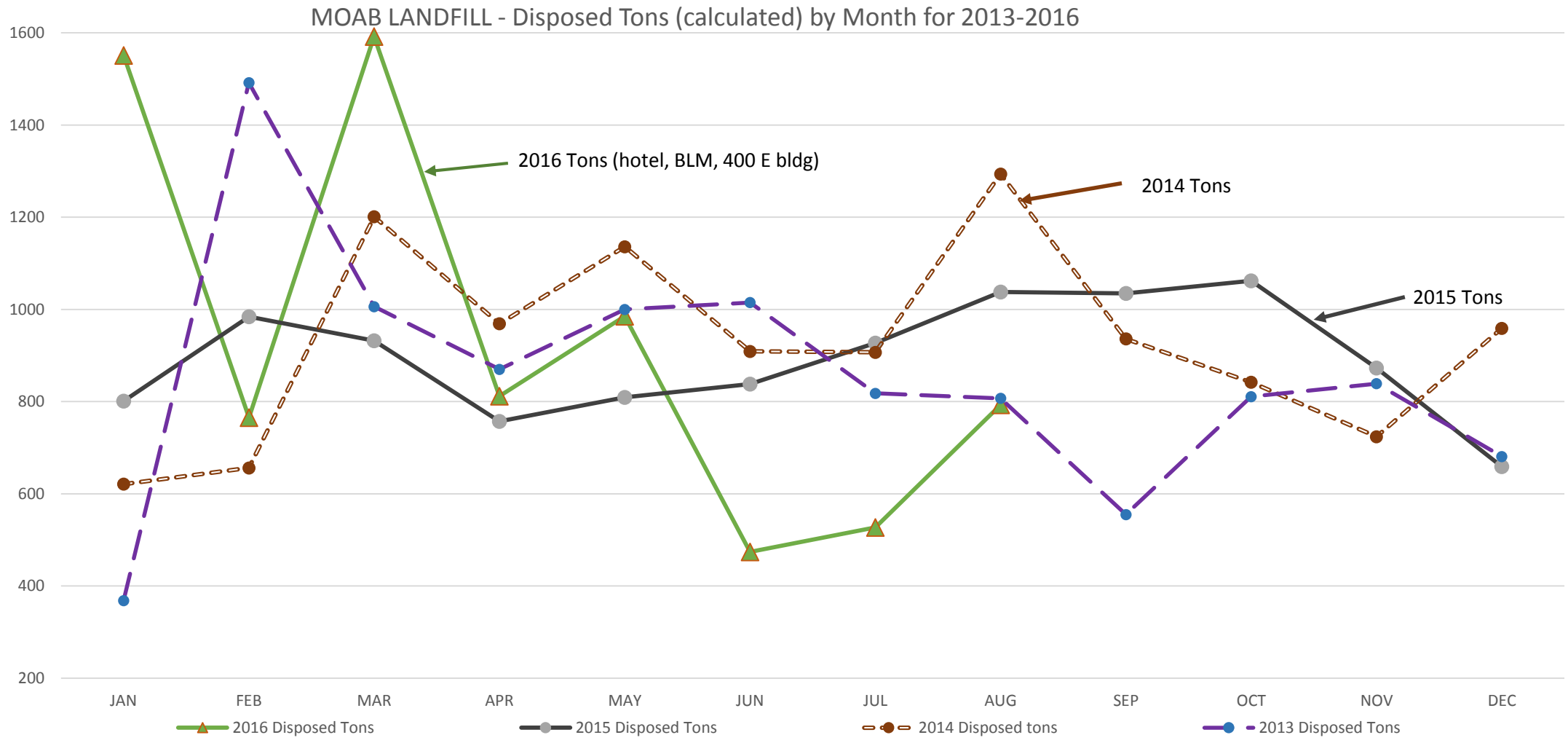
Klondike Biosolids Impacts



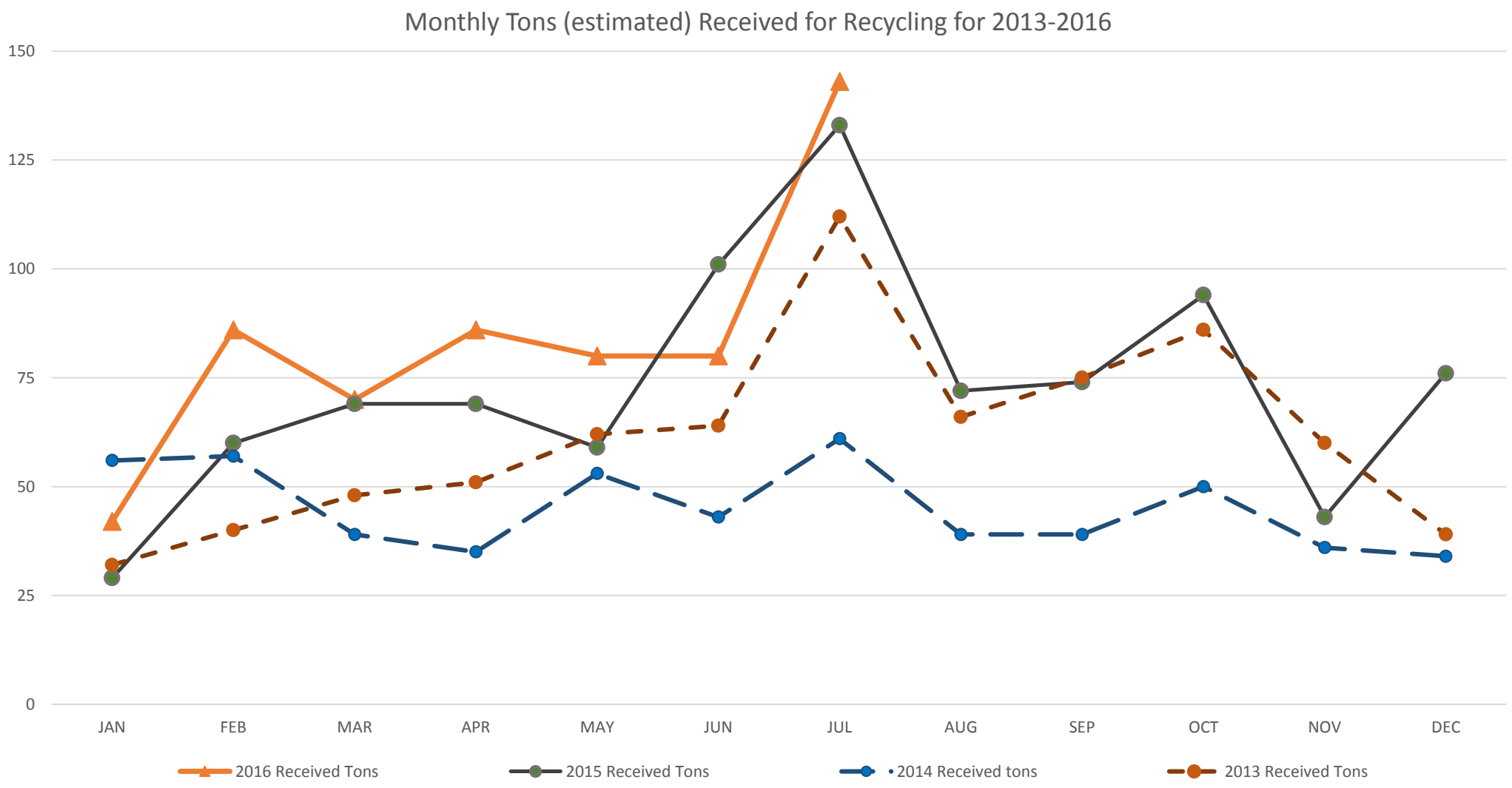
Klondike Gallons (Waste Grease 2015-2016)



Moab Tonnages (Class IV – CD/Yard)



Recycled Tons Received for 2013-2016



Budget Expenses by Major Category

Solid Waste Special Service District #1

1000 Sand Flats Road, PO Box 980, Moab, UT 84532-0980

Ph: (435) 259-3867 email: gcswmss@gmail.com

Enterprise Fund Budget 2017 (Preliminary DRAFT Budget)

Description	2015 Actual	2016 Approved*	2017 Budget
EXPENDITURES			
Payroll Expenditures			
Salaries and Benefits	452,152	579,523	615,675
Total Payroll	452,152	579,523	615,675
Operating Expenditures			
Other Operating Expenses	180,070	150,363	150,363
Professional Fees	6,164	53,540	63,040
Utilities	9,634	9,125	12,870
Insurance and Bonds	18,035	25,500	25,800
Depreciation	149,977	137,232	162,972
Repairs and Maintenance	28,300	35,640	62,380
Total Operating (non payroll)	392,180	411,400	477,425
Capital Expenditures			
Capital Outlay/Interfund Transfers	398,290	300,000	328,108
Total Operating & Capital	790,470	711,400	805,533
Total Expenditures	1,242,622	1,290,923	1,421,208

Proposed Revenue Sources

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REVENUES			
Operating Revenues			
Landfill Charges and Fees (Tipping Fees)	498,735	514,877	578,958
Recycling Sales	110,189	91,007	83,330
Total Operating Revenue	608,924	605,884	662,288
Other Revenue			
Asset Sales	4,750	15,500	500
Interest Earned	6,103	5,640	5,640
Interfund Transfers/Loans/Grants	385,000	227,800	152,300
Total Other Revenue	395,853	248,940	158,440
Administrative/Government Revenue			
Transient Room Tax	270,000	360,000	400,000
Mineral Lease			-
Total Administrative/Government Revenue	270,000	360,000	400,000
Total Revenues	1,274,777	1,214,824	1,220,728

Solid Waste Special Service District #1

Our continued mission is to manage an environmentally safe and fiscally sound solid waste and recycling asset for the community and region for our citizens, our businesses, our geographically large community as well as for our visitors.

We are revising our long term management plan and will be hosting a public workshop on December 1, 2016 at the MARC from 6 pm to 8 pm to discuss goals for the community.

Solid Waste Special Service District #1

Questions?

Solid Waste District

Operations Review and 2017 Budget Presentation

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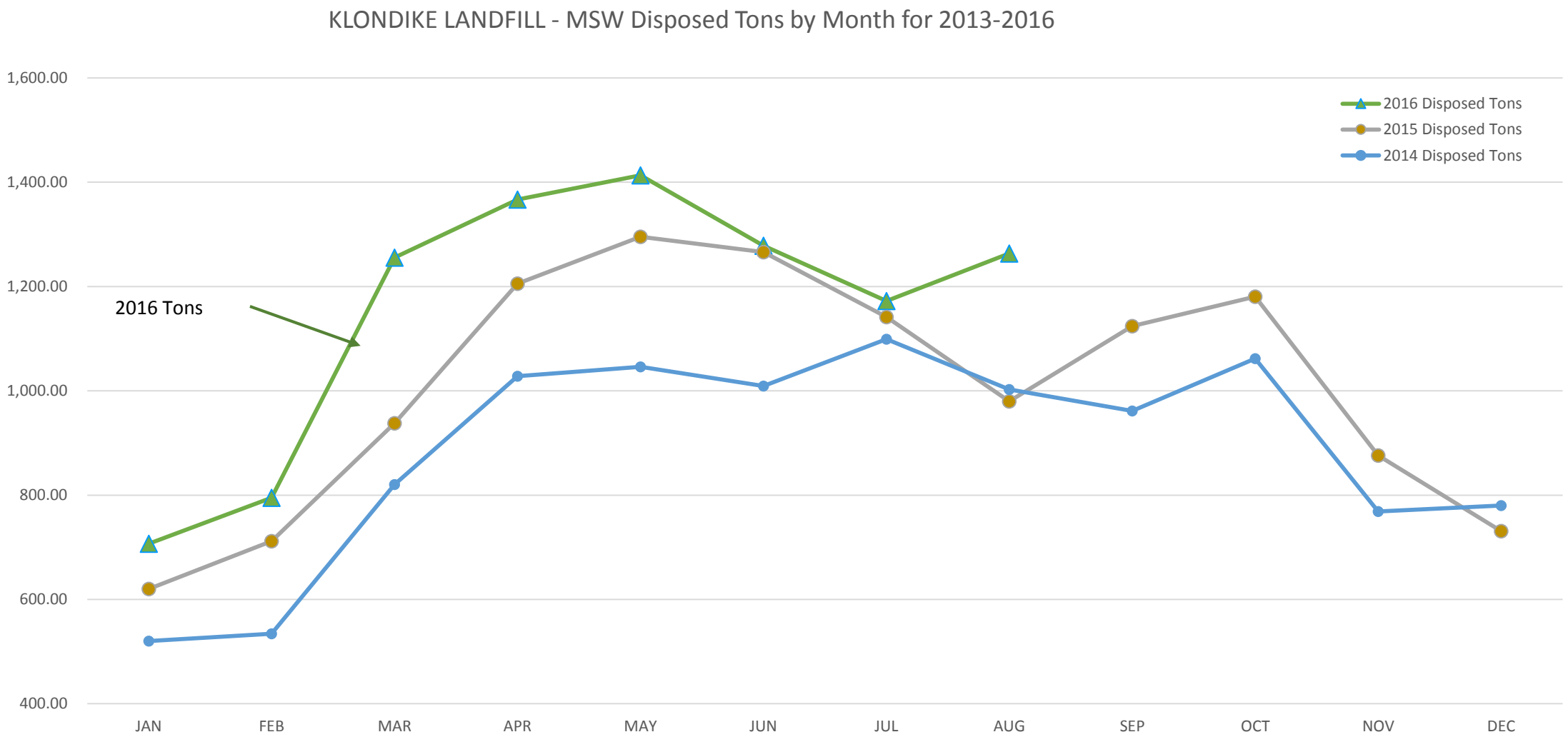

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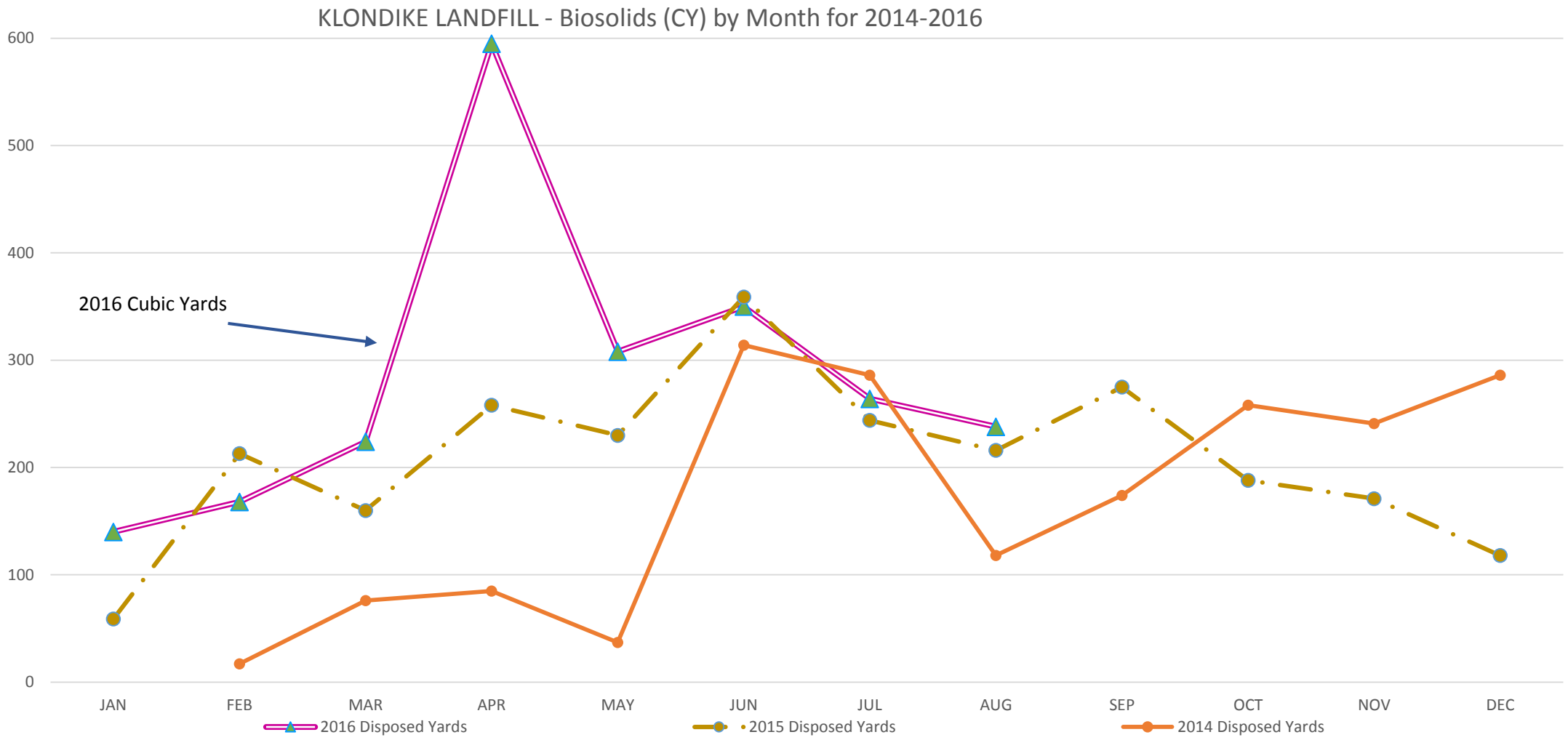

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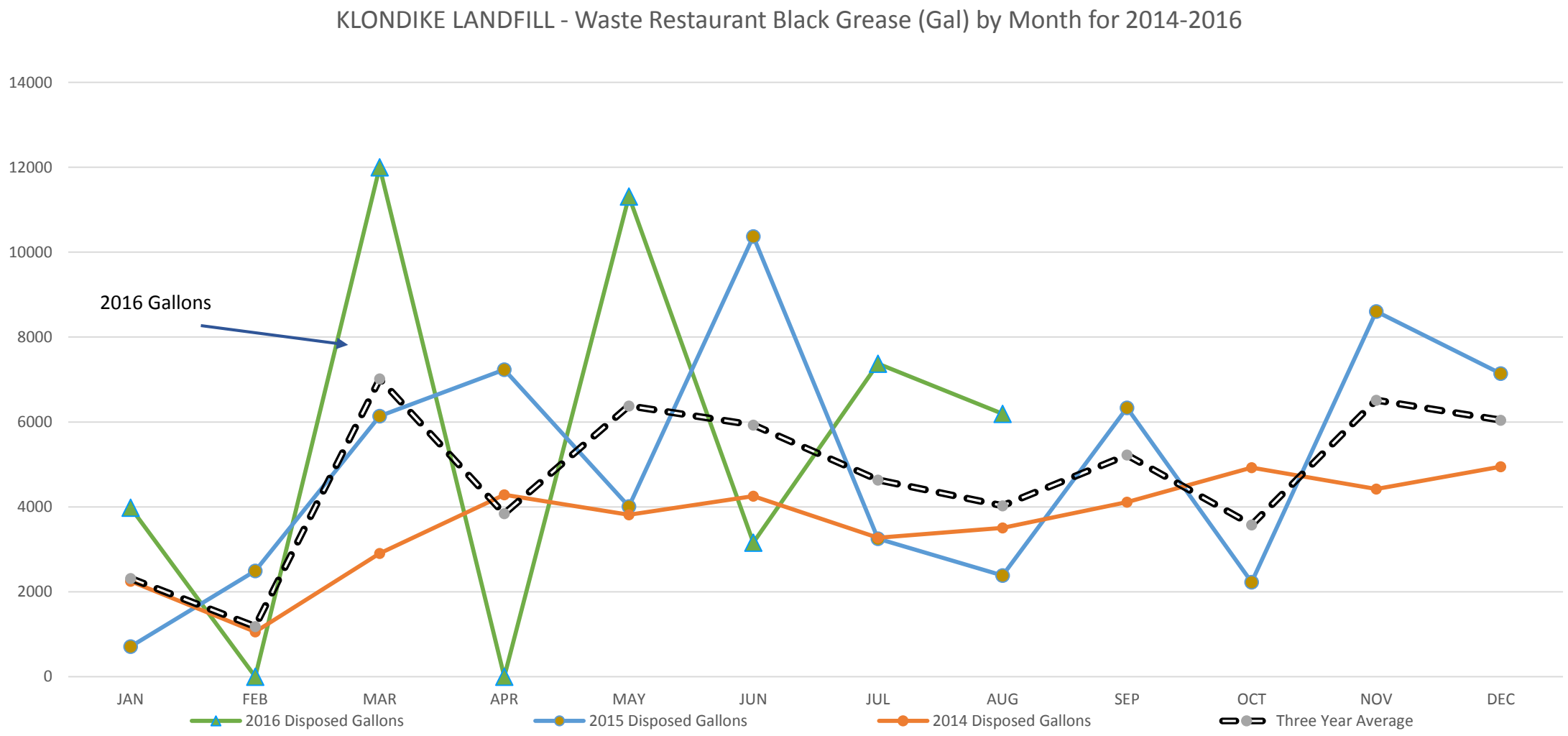

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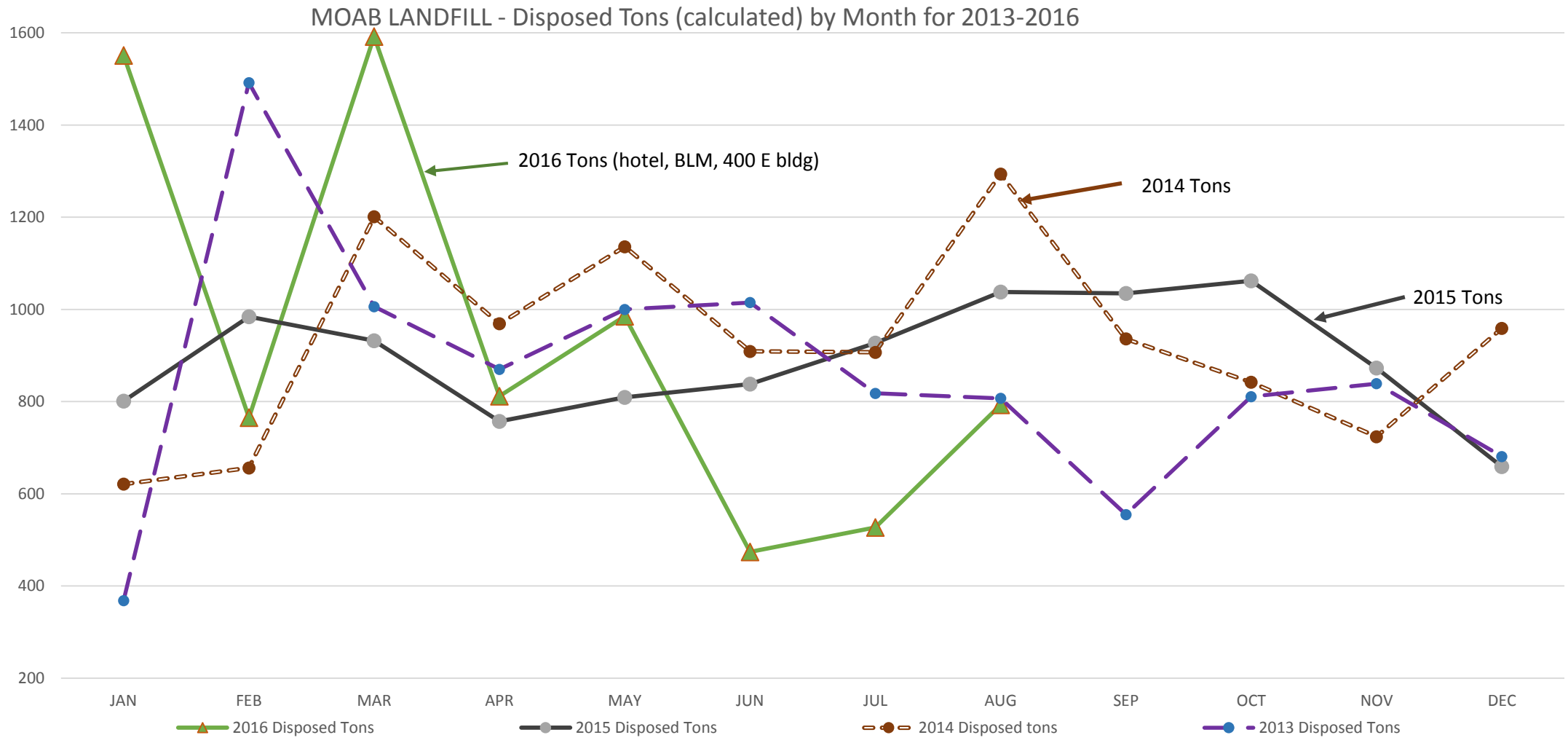

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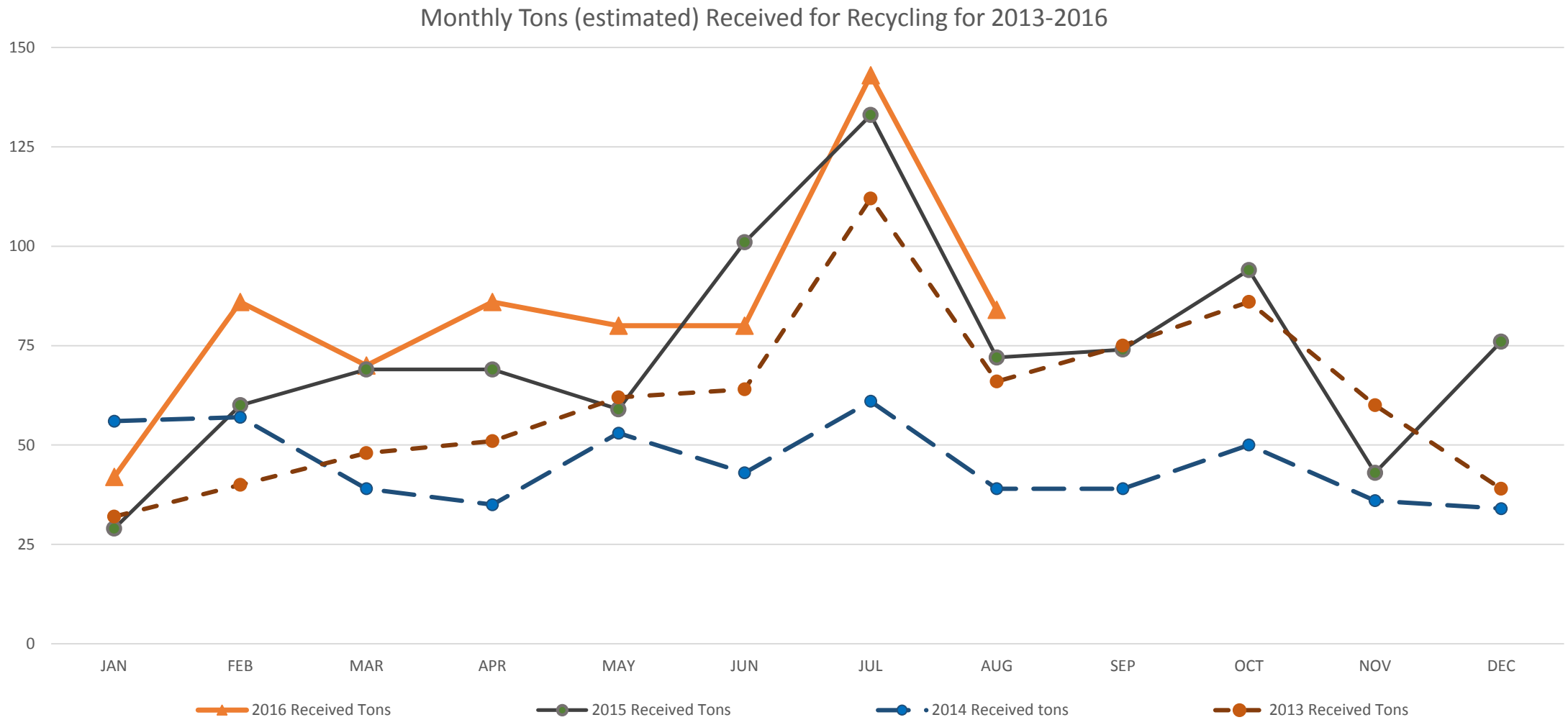

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Solid Waste Special Service District #1

Questions?

AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

SEPTEMBER 20, 2016

Agenda Item: G

TITLE:	Discussion on identifying community representation of a new working group to study and recommend options for long-term placement and sustainability of Emergency Medical Services as an agency
FISCAL IMPACT:	N/A
PRESENTER(S):	Andy Smith, EMS Director

Prepared By:

Andy Smith
EMS director

FOR OFFICE USE ONLY:

Attorney Review:

N/A

BACKGROUND: At the end of August the Grand County Council heard a report from Safe Tech Solutions about the current state of the EMS department. Safe Tech made several recommendations, one of which was to establish a committee to research the topic of the proper home and ownership for the EMS service. I would like to hear from the council as well as share my thoughts on how to proceed with this endeavor. I feel it's imperative that this process start soon.

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	**Uintah Basin Energy ... ♦ Vernal, UT, Uint** 31 ◆5:00PM Agenda Summaries Due	1 ◆8:00AM UT Outdoor Summit - Mayor Dave - Featured Speaker (Ogden Eccles Conference Center) ◆5:30PM Mosquito Abatement District (District Office) ◆7:00PM Grand Water & Sewer Service Agency (District Office)	2	3
4	**Labor Day** ◆8:00AM County Offices Closed 5	◆8:30AM Safety & Accident Review Committee (Chambers) ◆4:00PM County Council Meeting (Chambers) 6	7	◆3:30PM Sand Flats Stewardship Committee (Chambers) ◆4:00PM Solid Waste Management SSD (District Office) ◆5:30PM Library Board (Library) ◆7:00PM Thompson Springs Water SSD (Thompson) 8	◆9:00AM Pre - Budget Workshop (Chambers) ◆10:00AM Historical Preservation Commission (Grand Center) ◆12:00PM CIB Interagency Workshop (Grand Center) 9	10
11	◆12:30PM Council on Aging (Grand Center) ◆1:00PM Affordable Housing Task Force (Chambers) ◆5:00PM Airport Board (Chambers) ◆7:00PM Conservation District (Youth Garden Project) 12	◆10:00AM Travel Council Advisory Board (Chambers) ◆12:00PM Trail Mix Committee (Grand Center) ◆5:00PM National Forest Plan Revision - Open House (Grand Center) ◆5:30PM OSTA Advisory Committee (OSTA) ◆6:00PM Cemetery Maintenance District (Sunset Memorial) ◆6:00PM Transportation SSD (Road Shed) 13	◆5:00PM Agenda Summaries Due ◆6:00PM Planning Commission (Chambers) ◆7:00PM Thompson Springs Fire District (Thompson) 14	◆12:00PM Housing Authority Board (City Chambers) ◆1:30PM Exemplary / Performance Review Committee Meeting (Chambers) ◆4:00PM Arches SSD (Fairfield Inn & Suites) ◆7:00PM Grand Water & Sewer Service Agency (District Office) 15	◆10:00AM BLM Coordination Meeting (Chambers) 16	17
18	19	◆12:00PM Chamber of Commerce (Zions Bank) ◆4:00PM County Council Meeting (Chambers) 20	**UAC's USACCC Fall Conference ♦ Vernal** ◆1:00PM Moab Area Watershed Partnership (Water District Office) ◆6:00PM Recreation SSD (City Chambers) 21	◆12:00PM Local Emergency Planning Committee (Fire Dept) ◆1:00PM Association of Local Governments (ALG) (Price) ◆5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital) 22	◆9:00AM Budget Workshop (Chambers) 23	24
25	26	◆2:45PM Mental Health Board (Green River) ◆5:00PM Public Health Board (Green River) 27	◆5:00PM Agenda Summaries due ◆6:00PM Planning Commission (Chambers) 28	29	◆9:00AM Budget Workshop (Chambers) ◆11:30AM Joint City/County Council Meeting (if needed) (County Council Chambers) 30	1

October 2016

September 2016						
S	M	T	W	T	F	S
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4	5	6	7	8	9	10
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November 2016						
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20	21	22	23	24	25	26
27	28	29	30			

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27 ◆2:45PM Mental Health Board (Green River) ◆5:00PM Public Health Board (Green River)	28 ◆5:00PM Agenda Summaries due ◆6:00PM Planning Commission (Chambers)	29	30 ◆9:00AM Budget Workshop (Chambers) ◆11:30AM Joint City/County Council Meeting (if needed) (County Council Chambers)	1
2	3 ◆8:30AM Assured Housing Breakfast Q & A (Chambers) ◆4:00PM Noxious Weed Control Board (Grand Center) ◆5:00PM Airport Board (Chambers)	4 ◆8:30AM Safety & Accident Review Committee (Chambers) ◆4:00PM County Council Meeting (Chambers) ◆5:00PM Meet and Greet (Outdoor Summit) (Lions Park)	5 ◆7:30AM UT Outdoor Summit (Red Cliff's Lodge) ◆8:00AM Utah Air & Energy Symposium (Hilton Salt Lake City Center)	6 ◆5:30PM Mosquito Abatement District (District Office) ◆7:00PM Grand Water & Sewer Service Agency (District Office)	7 ◆9:00AM Budget Workshop (Chambers)	8
9	10 ◆12:30PM Council on Aging (Grand Center) ◆7:00PM Conservation District (Youth Garden Project)	11 ◆12:00PM Trail Mix Committee (Grand Center) ◆2:00PM USU Advisory Board (USU Moab) ◆3:00PM Travel Council Advisory Board (Chambers) ◆5:30PM OSTA Advisory Committee (OSTA) ◆6:00PM Cemetery Maintenance District (Sunset Memorial) ◆6:00PM Transportation SSD (Road Shed)	12 ◆5:00PM Agenda Summaries Due ◆6:00PM Planning Commission (Chambers) ◆7:00PM Thompson Springs Fire District (Thompson)	13 ◆4:00PM Solid Waste Management SSD (District Office) ◆7:00PM Thompson Springs Water SSD (Thompson)	14 ◆9:00AM Budget Workshop (Chambers)	15
16	17	18 ◆12:00PM Chamber of Commerce (Zions Bank) ◆4:00PM County Council Meeting (Chambers)	19 ◆6:00PM Recreation SSD (City Chambers)	20 ◆12:00PM Housing Authority Board (City Chambers) ◆1:30PM Exemplary / Performance Review Committee Meeting (Chambers) ◆4:00PM Arches SSD (Fairfield Inn & Suites) ◆7:00PM Grand Water & Sewer Service Agency (District Office)	21 ◆9:00AM Budget Workshop (Chambers)	22
23	24	25 ◆3:00PM Moab Tailings Project Steering Committee (Chambers)	26 ◆1:00PM Homeless Coordinating Commitee (Zions Bank) ◆5:00PM Agenda Summaries due ◆6:00PM Planning Commission (Chambers)	27 ◆9:00AM Canyon Country Partnership (River History Museum, Green River) ◆1:00PM Association of Local Governments (ALG) (Price) ◆5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital)	28 ◆9:00AM Budget Workshop (Chambers)	29
30	31	1 ◆8:30AM Safety & Accident Review Committee (Chambers) ◆4:00PM County Council Meeting (Chambers)	2 **2016 UASD Annual Conve...** ♦ Ogden Eccles Conference ...	3 ◆5:30PM Mosquito Abatement District (District Office) ◆7:00PM Grand Water & Sewer Service Agency (District Office)	4	5

Date		Event Name	Permit Status
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	Permitted
	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
	19-21	Solihull Society, Land Rover National Rally	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)	Permitted
	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	Permitted
OCTOBER			
	1	Moab Century Tour - Skinny tire	Permitted
	5-10	Plein Air Moab	Permit not required - not over 100
	6-11	North American XJ Association Event	No advertisement or info from website
	9-11	55th Annual Moab Rock Gem and Mineral Show	Permit not required - OSTA Event
	8-10	Moab Rocks Bike Stage Race - TransRockies US LP	Cancelled for 2016
	15	Moab Epic Mountain Bike Safari (Race) (Gravity Play)	Permit in process
	17-18	Barrel$ for Buck$, OSTA	Permit not required - OSTA Event
	22-24	Jeep JAMBOREE	Permit not required - main event held in city limits, not over 100, BLM & SITLA Permits required for routes
	27-30	Moab Ho Down Mountain Bike & Film Festival 10th Annual	Permit not Required - not over 100, BLM permit required for routes

Date		Event Name	Permit Status
	22-23	**The Other Half, 13.1 mile race**	**Permitted**
		Pumpkin Chuckin' Festival	**Cancelled for 2015/2016**
	28-30	**Moab Craggin' Classic**	
	30-11/4	**Moab Folk Camp**	

▼

Employment Opportunities

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

Noxious Weed Control Technician (Seasonal)
Posted August 22, 2016 9:00 AM | Closes September 16, 2016

Job Summary Under the direction of the Weed Supervisor the Weed Technician performs a variety of work associated with grant funding which may include collection of data... Full Description
Apply Online

AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

SEPTEMBER 20, 2016

Agenda Item: I

TITLE:	Approving bid award for purchase of a truck for Emergency Medical Services
FISCAL IMPACT:	$35,455.00, in budget.
PRESENTER(S):	Andy Smith, Director Grand County EMS

Prepared By:

Andy Smith
Director
Grand County EMS

FOR OFFICE USE ONLY:

Attorney Review:

RECOMMENDATION:

I move to approve the bid award for the purchase of a new Ford F-150 pick-up truck from Ken Garff Ford of American Fork, Utah, in the amount of 35,455 under the Utah State Government Contract and authorize the Chair to sign all associated documents.

BACKGROUND:

This vehicle will replace a 2003 Ford F-250 the department currently operates as a Quick Response and general utility unit. Within county policy we try to replace or put vehicles in reserve that are over 10 years old or have over 100,000 miles on them. This purchase was budgeted for in the 2016 EMS budget.

ATTACHMENT(S):

1. Price Quote

Ken Garff Ford (801) 763-6810 DEALER 56B 557 VIN 1FTEW1EPXGKF32287

SK # 1F61168

		Suggested Retail Price	Invoice Amount
	F15X 4X4 SUPERCREW - 145	40635 00	37790 00
	2016 MODEL YEAR		
YZ	OXFORD WHITE		
JB	BLACK SPORT 40/CONSOLE/40		
	INCLUDED ON THIS VEHICLE		
	EQUIPMENT GROUP 302A	5245 00	4825 00
	XLT SERIES		
	REAR VIEW CAMERA		
	SIRIUS XM SATELLITE RADIO		
	REMOTE START SYSTEM		
	REVERSE SENSING SYSTEM		
	SYNC 3		
	110V/400W OUTLET		
	POWER-SLIDING REAR WINDOW		
	REAR-WINDOW DEFROSTER		
	LED BOX LIGHTING		
	OPTIONAL EQUIPMENT/OTHER		
99P	2.7L V6 ECOBOOST W/AUTO S/S	795 00	732 00
446	ELEC 6-SPEED AUTO W/TOW MODE		
	.275/65R 18 OWL ALL-TERRAIN		
	6900# GVWR PACKAGE		
153	FRONT LICENSE PLATE BRACKET	NC	NC
17B	BLIS (BLIND SPOT INFO SYSTEM)	500 00	460 00
	SELECTSHIFT TRANSMISSION		
47E	PRO TRAILER BACKUP ASSIST	NC	NC
50N	VOICE-ACTIVATED NAVIGATION	795 00	732 00
53A	TRAILER TOW PACKAGE	895 00	824 00
	MIRROR MAN FOLD W/POWER GLASS		
	AUTO START/STOP		
622	2.7L V6 ECOBOOST PAYLOAD PKG	750 00	691 00
	.3.73 ELECTRONIC LOCK RR AXLE		
655	36GAL EXTENDED RANGE FUEL TANK	395 00	364 00
67T	INTEGRATED TRAILER BRAKE CONT	275 00	253 00
862	XLT SPORT APPEARANCE PACKAGE	300 00	276 00
	.18" SIX-SPOKE MACH-ALUM WHEEL		
	TOTAL OPTIONS/OTHER	9950 00	9157 00
	TOTAL VEHICLE & OPTIONS/OTHER	50585 00	46947 00
	DESTINATION & DELIVERY	1195 00	1195 00
	TOTAL BEFORE DISCOUNTS	51780 00	48142 00
	##SPECIAL ADDED DISCOUNTS#		
	XLT LUX CHROME OR SPRT	2000 00-	1840 00-
	TOTAL SAVINGS	2000 00-	1840 00-
	TOTAL FOR VEHICLE	49780 00	
	FUEL CHARGE		84 96
	SHIPPING WEIGHT 4743 LBS.		

BASE PRICE $ 27105
OPTION $ 9157
$ 36262
<$ 1840>
34422 77
3% From Stock $ 1032,66
$ 35454 66

This Invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to	Order Type	Ramp Code	Batch ID	Price Level

Ship to (if other than above)	Date Inv. Prepared	Item Number	Transit Days

Ship Through

Invoice & Unit Identification NO.	Final Assembly Point	Finance Company and/or Bank

HB	Invoice Total	A & Z Plan	D Plan	X Plan	FPA	AA

This invoice to be used for the billing of vehicles only Dealer's copy

AGENDA SUMMARY **GRAND COUNTY COUNCIL MEETING** SEPTEMBER 20, 2016 Agenda Item: J	
TITLE:	Approving proposed letter of intent to the Community Impact Fund Board (CIB) regarding a 2017 commitment of $300,000 to the "Utah State University Regional Campus Development Set-aside Fund" on behalf of the CIB application entitled "Road and Utility Corridor for Workforce Housing, Commercial Development, and Higher Education Development"
FISCAL IMPACT:	$300,000
PRESENTER(S):	Council Member Baird and Steven Hawks, Dean and Executive Director, USU-Moab

Prepared By:

Chairman Tubbs
etubbs@grandcounty utah.net

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approved the proposed letter of intent to the Community Impact Fund Board (CIB) regarding a 2017 commitment of $300,000 to the "Utah State University Regional Campus Development Set-aside Fund" on behalf of the CIB application entitled "Road and Utility Corridor for Workforce Housing, Commercial Development, and Higher Education Development" and authorize the Chair to sign all associated documents.

BACKGROUND:

During its' 9/9 Budget Workshop the County Council received an update on the status of development for the potential USU Regional Campus. The priority at this stage is to obtain funding to complete the infrastructure (see attached request). The County has voiced strong support for this project and has, in past years created a set-aside fund totaling $175,000. USU Moab intends to apply to the CIB for some of the Infrastructure funding in a loan/grant combination request. The County intends to continue making contributions to the set-aside fund in the amount(at least) of $75,000 per year. Given that the CIB application is scheduled to be submitted on Oct. 1, 2016, the County believes a greater "match" for the grant would increase the chances of receiving an award. As a result the Council discussed providing a lump sum of $300,000 to the set-aside fund in the 2017 budget year, to cover the contribution amount for the next four years (2017 thru 2020).

The letter of intent clearly states that the Grand County Budget for year 2017 will not have been adopted by the time the CIB application will be submitted, but, barring unforeseen circumstances, the set-aside fund will receive the $300,000.00.

ATTACHMENT(S):

1. USU Request
2. County Proposed Letter of Intent (to be provided)
3. Resolution 3047

UtahStateUniversity
MOAB EDUCATION CENTER
125 West 200 South
Moab, UT 84532

September 13, 2016

Dear Grand County Council Members;

Thank you for the support that you continue to show for USU Moab and the development of a future campus.

Working in close cooperation with the County, Moab City is preparing to apply for CIB funding to develop infrastructure (roads, utilities, etc.) necessary for the establishment of a USU Moab campus on property owned by the University south of town. In support of the CIB application, I would like to request that the County Council allocate $300,000 from the 2017 budget to the set aside fund that was previously created to support the development of a USU Moab campus. A $300,000 allocation would bring the fund balance up to $525,000. The City of Moab currently has $375,000 in its set-aside fund, and the City is also being asked for additional allocations. SITLA and other stakeholders are also being asked for allocations. The goal is to create a cash match to include in the CIB proposal that will increase the likelihood of grant funding as opposed to loans.

This show of support will allow us to leverage future requests and shorten the timeline for the development of a campus. I would be happy to make a presentation to the Council at any time, or respond to any questions or concerns.

Thank you for your consideration.

Sincerely,

Steven R. Hawks, EdD, MBA
Dean and Executive Director, Moab and Southwest Region
Regional Campuses & Distance Education
Utah State University

RESOLUTION NO. 3047

RESOLUTION CORRECTING RESOLUTION NO. 30341 ESTABLISHING THE UTAH STATE UNIVERSITY REGIONAL CAMPUS DEVELOPMENT SET-ASIDE FUND

WHEREAS, Grand County has identified support for a higher education campus in Moab, the County Seat, as an important economic driver; and

WHEREAS, development of a destination higher education campus in the Moab area would help create a more sustainable community by creating and promoting educational and cultural opportunities for visitors and residents, by creating long term opportunities for business growth and diversification of the local economy, by creating mechanisms for new partnerships and industry development within the community, and by adding to the vibrancy and vitality of the community; and

WHEREAS, the Higher Education Action Team ("HEAT") was formed in 2008 by Utah State University ("USU"), with support by both the City of Moab and Grand County, to create a needs assessment for the development of a higher education campus in Moab; and

WHEREAS, HEAT has identified a location for the campus, along with a vision for programmatic incremental development of a campus; and

WHEREAS, the USU Moab Education Center Advisory Board was created in 2010 to facilitate and oversee the development of a USU Regional Campus; and

WHEREAS, significant progress has been made in moving toward development of a USU Regional Campus as a destination higher education facility in concert with the vision developed by HEAT; and

WHEREAS, the student base of the USU Moab Education Center has increased exponentially over the past several years, new faculty in target programs have been hired, new programs have been implemented, facilities have been expanded and intense planning and marketing efforts have been undertaken; and

WHEREAS, all of these efforts show a commitment on the part of the community to bring to full fruition the development of a USU Regional Campus as a destination higher education facility in Moab within the next 5-7 years; and

WHEREAS, local government support of the development of higher education opportunities in a community has been identified as playing a crucial role in the success of such efforts in other communities; and

WHEREAS, Grand County fully supports the efforts of USU in creating a USU Regional Campus in the Moab area; and

WHEREAS, Grand County allocated $75,000 in the Grand County 2015 Calendar Year Budget toward development of a USU Regional Campus; and

WHEREAS, Grand County wishes to correct in Resolution No. 30341 any reference to "57 years" by replacing such reference(s) with "5-7 years";

NOW THEREFORE, we, the Governing Body of Grand County do hereby resolve to amend Resolution No. 30341 to correct any reference to "57 years" by replacing such reference(s) with "5-7 years", such resolution having approved creation of the Utah State University Regional Campus Development Set-aside Fund with the following parameters:

1. Grand County will create an account within the County's accounting system as a long term savings account for contributions toward development of a USU Regional Campus.

2. The express intent for the use of the funds in the savings account shall be for the development of a newly constructed USU Regional Campus that satisfies the vision of the HEAT committee. It is not the intent that these funds will be used for maintenance and operation purposes or to support existing higher education facilities or programs in any way.
3. Disbursement of funds from the savings account shall be entirely up to the discretion of the County Council, subject to proper budgeting and purchasing procedures for all expenses.
4. Any funds deposited into this savings account will remain under the full control and authority of Grand County. In the event that Grand County deems that it is in the interest of the County to reallocate the funds from the savings account to some other County purpose, the County may do so by following all appropriate legal and budgetary requirements.
5. The County will consider its annual contribution to the savings account in the final budget adjustment at the end of each calendar year. Said contribution shall be entirely up to the County's discretion and shall take into consideration the full financial situation of the County.
6. It is understood that USU may represent to other funding sources that any funds in the savings account may be counted as available as matching funds for request or receipt of other funding.
7. It is the intent of this savings account that USU will continue to proceed with development of a USU Regional Campus, within 5-7 years. It is understood that if significant progress toward this goal is not made within five years of the date of this resolution, the County may choose to discontinue the fund and allocate the funds to other projects.

Passed and adopted by action of the Governing Body of Grand County, Utah in open session this 16th day of June, 2015.

ATTEST:

Diana Carroll

Diana Carroll, Clerk/Auditor

SIGNED:

Elizabeth A Tubbs

Elizabeth A Tubbs, County Council Chair

AGENDA SUMMARY **GRAND COUNTY COUNCIL MEETING** SEPTEMBER 20, 2016 Agenda Item: K	
TITLE:	Approving proposed wage adjustments for all employees working at the Family Support Center
FISCAL IMPACT:	$40,672/Yr. – plus associated retirement contribution increase
PRESENTER(S):	Graig Thomas – HR Director, Diana Carroll – Clerk/Auditor

Prepared by:

GRAIG THOMAS
G.C. HR Director
435-259-1323
GTHOMAS@GRAND COUNTYUTAH.NET

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the proposed wage adjustments for all employees working at the Family Support Center such that they are administered within the Grand County Grade/Step wage system, effective retroactively to July 1, 2016 and authorize the Chair to sign all associated documents.

BACKGROUND:

For the past few years the Grand County Family Support Center has been operating under a grant that restricted wages to the point that it has become extremely difficult to recruit and retain qualified employees.

On July 1, 2016 the Center was awarded an additional grant of $450,000 (over the next three years) which gives rise to the opportunity to increase wages to a level that is competitive with the those paid for comparable positions elsewhere. (In this regard we have used wages paid at the Support Center located in Price, Utah as our bench mark.)

In implementing these new wage levels, we are recommending that these employees/positions be assigned Grand County grades and steps (as shown on Attachment 1) and that they be administered under the pay for performance program.

ATTACHMENT(S):

1. Proposed position, grade and wage rate chart for the G.C. Family Support Center.

Agenda Item: J

Grand County
Utah

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

September 20, 2016

Re: **Road and Utility Corridor for Workforce Housing, Commercial Development, and Higher Education Development**

To the Permanent Community Impact Fund Board:

The development of a Utah State University campus in Moab is Grand County's top priority for community development, higher education, and commercial expansion. As a show of local commitment to the initial stage of infrastructure development, Grand County commits to increase the USU Regional Campus Development Grand County Set-aside fund by $300,000 in the 2017 budget. This brings the total to $525,000 in matching revenue toward USU and the City of Moab's application for funding.

We anticipate that a USU campus will:

- Act as a gateway for commercial enterprise on adjacent private parcels;
- Establish the infrastructure for workforce and student housing development on SITLA property directly adjacent to the campus;
- Create long term opportunities for business growth and diversification of the local economy;
- Enable mechanisms for new partnerships and industry development within the community; and
- Expand the higher education opportunities for local residents.

Steady enrollment growth, the procurement of 40 acres of dedicated land by USU, locally relevant academic degree programs, and the addition of five full-time faculty members show substantial progress that justifies the development of a permanent campus.

As one of the community's top priorities, the Grand County Council looks forward to working with donors, stakeholders, legislators, the CIB Board, and Utah State University administrators in making the USU Moab campus a reality.

Sincerely,

Elizabeth A. Tubbs, Chair
Grand County Council

Council's Office · 125 E. Center St. · Moab, UT 84532 · (435) 259-1346 · www.grandcountyutah.net

G.C. Family Support Center Positions, Grades and Hourly Wage Rates

	Current	Carbon County	Proposed		Fiscal Impact
Director 1 (FT)	$15.30	$25.00	17/5	$25.22	$20,633
Crisis Nursery Worker 2 (FT)	$8.88	$13.00	6/1	$13.10	$17,555
ON Call Direct Staff 3 (PT)	$9.06	$10.00	1/1	$10.26	$2,484
					$40,672

K

Grand County VS Carbon County Family Support Center Comparison

Carbon County	Grand County
8 twin beds	6 twin beds
2 cribs	2 cribs
1 play pen	2 porta cribs
—	—
11	10

6 nursery workers	2 nursery workers
1 assistant	3 on-call staff
1 director	1 director
—	—
8	6

BOTH

Licensed for 8 children but can take in up to 11 so long as all staff are available.
Director job descriptions are similar but....

Difference

The Director position in Carbon County has responsibility for the Family Support Center as well as the Children's Justice Center.

Revised Recommendation

Place the Director at Grade 15/1 at $20.32 per hour instead of Grade 17/5 at $25.22/hr.

AGENDA SUMMARY **GRAND COUNTY COUNCIL MEETING** SEPTEMBER 20, 2016 Agenda Item: L	
TITLE:	Approving proposed scope of work-based reclassification and corresponding job description amendments of the Deputy Clerk/Auditor IV position
FISCAL IMPACT:	$4,306/Yr. – plus associated retirement contribution increase
PRESENTER(S):	Graig Thomas – HR Director, Diana Carroll – Clerk/Auditor

Prepared by:

GRAIG THOMAS
G.C. HR Director
435-259-1323
GTHOMAS@GRAND COUNTYUTAH.NET

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the proposed scope of work-based reclassification and corresponding job description amendments of the Deputy Clerk/Auditor IV (Grade 6) position to Deputy Clerk/Auditor II (Grade 9), using a new uniformly written job description and to compensate the incumbent for expanded responsibilities retroactive to April 1, 2016 and authorize the Chair to sign all associated documents.

BACKGROUND:

On April 1, 2016 EMS contracted with Health Services Integration, Inc. (HSI) for billing services.
This change has resulted in a huge work-load in the Clerk/Auditor's Office.

In the past, EMS accounts receivable was all done by the previous billing service. Those accounts are now billed through HSI, but the payment is now mailed directly to the Clerk/Auditor's Office, direct deposited or through credit card payments. This means we now must notify HSI of the payment and make a receipt for the payment.

During August alone, 111 payments were processed in the office and another 28 were processed by direct deposit or credit card. There will be on-going monthly maintenance of each of these new accounts.

In addition, the new billing contract did not take-over existing accounts from the previous billing company. We have taken over the monthly billing of 417 active accounts. There are 112 accounts with pending insurance billings, 160 accounts who actively make monthly payments and 145 accounts that are past due and have relatively no activity but require a monthly billing.

The increased work-load requires the Deputy Clerk/Auditor IV position to perform the same duties as the Deputy Clerk II. Therefore, we recommend reclassifying the IV position to the II position, using a new uniformly written job description for both incumbents.

We understand that budget is coming up and this should be done at that time, but due to circumstances beyond my control, the change happened April 1, 2016 and the Deputy IV has been doing the A/R work since that time.

ATTACHMENT(S):

1. Proposed Job Description
2. Step & Grade Chart

Grand County
Job Description

Job Title:	Deputy Clerk/Auditor ~~IV~~II
Department:	Clerk/Auditor
Location:	125 East Center Street – Moab, UT 84532
Reports To:	County Clerk/Auditor

Pay Range:	**Type of Position:**	**Job Status:**	
Grade ~~6~~9	☒ **Full time**	☐ **Exempt**	☐ **Public Safety**
	☐ **Part time**	☒ **Non-exempt**	☐ **Safety Sensitive**
Revised 1/2014	☐ **Seasonal**	☐ **Grant funded**	☐ **On-call**
	☐ **Emergency**	☐ **Enterprise**	☐ **Appointed**

Job Summary

The Deputy Clerk/Auditor works under the direct supervision of the Grand County Clerk/Auditor performing a variety of general clerical and departmental specific office tasks to expedite the daily processes, operations, services and statutory obligations of the office of the Grand County Clerk/Auditor.

Supervision

Received: County Clerk/Auditor

Given: None

Essential Duties

- Receives and receipts cash and checks with a high degree of accuracy into general ledger accounts; closes out and balances daily; makes deposit with Treasurer's Office.
- Assists County Clerk/Auditor in necessary preparations for elections.
- Provides customer service assistance functions including but not limited to issuing copies of vital records such as marriage licenses, passports and other related public documents; process applications and documentation according to established procedures; verifies personal information and explains the procedures of the Clerk/Auditor's Office and laws governing each type of record.
- Responsible to greet and assist customers at the counter and on the telephone and promptly responds to inquiries related to the functions of the office. Directs other callers to the proper office or individual.
- Receives the mail and distributes it to the various departments immediately upon receipt. Opens and date stamps mail addressed to the Clerk/Auditor's Office and distributes mail to the appropriate person in the Clerk/Auditor office i.e. accounts payable, payroll, insurance, etc.
- Issues marriage licenses by reviewing the application for completeness, accepting fees and preparing the document. Prepares and maintains database of license purchases, issues the certified copy and provides data to the Utah Department of Vital Records.
- Issues and tracks business license applications. Prepares and maintains database of current businesses and completes the renewal process each year.
- Responsible for managing the County property and equipment inventory records including maintaining computerized fixed asset records and overseeing the physical inventories and tagging of equipment items. This position will reconcile detailed fixed asset records with the financial accounting records including additions, deletions, adjustments transfers, etc on all fixed assets to comply with GASB34 requirements.
- Responsible for managing the County Impact Fee records including maintaining computerized data on all Impact Fees collected. This position will reconcile detailed Impact Fee records with the financial accounting records
- Assist in the preparation and process of complex bi-weekly payroll.

- Prepares and maintains accounts receivable data monitoring accounts to ensure timely billing and payment receipts.
- Assists in the administration of grants and grant compliance, including review of applications and ensures compliance with grant requirements. Maintains required financial records on grant expenditures. Maintains grant files including submitting requests for reimbursements.
- Performs account analysis and reconciliation, closely monitors budgets maintaining compliance of County procurement policies.
- May be required to transcribe minutes of County Council meetings and assists in updating and maintenance of minute indexes.
- Assists in the management of various permanent records such as contracts, ordinances and resolutions, assures proper filing of records, monitors access to records and files, makes copies and distributes according to government records management laws and guidelines.
- Performs a variety of other departmental support tasks and all other related duties as assigned by supervisor, including assisting the duties of other Office staff.

Knowledge, Skills & Abilities

Knowledge of:

- General office practices, procedures and equipment
- Word processing/typing and spreadsheets
- Microsoft Word and Excel required
- Office equipment, including but not limited to: computer, laser printer, copy machine, fax machine, calculator, scanner, etc.
- Accounting software preferably Caselle.
- Accounts Receivable and Payroll practices and procedures.

Skills in:

- Basic math
- The use of computers and computer related peripherals.
- Self motivation and ability to maintain concentration
- Document and report composition
- Organization, time management and working independently.

Ability to:

- Use correct grammar, spelling and punctuation.
- Follow written and verbal instructions.
- Communicate effectively verbally and in writing.
- Work independently and maintain concentration and flexibility with regard to fast changes in task assignments as well as multiple task assignments.
- Gather and analyze information.
- Learn Caselle software.
- Establish and maintain effective working relationships with public, county employees and other professionals.
- Maintain sensitive and confidential information.
- Use tact and self control when communicating.
- Maintain files, records and reports.
- Travel out of town to meet training and/or certification requirements

Physical Demands

- Moderate lifting, pushing, pulling, reaching and bending is involved.
- Must be able to lift at least 50 pounds.
- Must be able to use a ladder.
- Work is normally performed in a sitting position.
- Manual dexterity required is moderate.
- Effort exerted is minimal and for short, intermittent periods of time.

Working Conditions

- Works in climate controlled office conditions most of the time.
- Typically sits at a desk occasionally walks, stands or stoops.
- Works for sustained periods of time maintaining concentrated attention to detail.
- Occasionally lift, carry, push, pull or otherwise move objects weighing up to 50 pounds.

Education & Experience

- ~~High school diploma or equivalent.~~
- ~~Two (2) years related clerical experience.~~
- Bachelor's degree **or** Three (3) years experience and/or training related to clerical and payroll knowledge and skills and equivalent combination of education and experience may be considered when screening applicants.

Special Requirements

- Possess a valid State of Utah Driver's License.
- Must successfully pass and maintain all requirements of criminal and financial history background checks.
- Successful completion of pre-employment drug screening is required.
- A one year probationary period is a prerequisite to this position.
- Will be required to occasionally travel to attend out of town training

The above statements are intended to describe the general nature and level of work being performed by the person(s) assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required of personnel so classified. The approved class specifications are not intended to and do not infer or create any employment, compensation, or contract rights to any person or persons. This updated job description supersedes prior descriptions for the same position. Management reserves the right to add or change duties at any time. Grand County is an EEO/ADA employer.

2016 Grand County Hourly Step and Grade Chart

STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
GRADE															
1	10.2602	10.5762	10.8923	11.2192	11.5571	11.8949	12.2544	12.6251	13.0065	13.3880	13.7912	14.2054	14.6303	15.0771	15.5239
2	10.7724	11.0994	11.4371	11.7750	12.1347	12.4942	12.8648	13.2570	13.6494	14.0637	14.4779	14.9135	15.3605	15.8291	16.3086
3	11.3174	11.6551	12.0039	12.3635	12.7342	13.1154	13.5078	13.9219	14.3361	14.7610	15.2078	15.6656	16.1342	16.6137	17.1041
4	11.8949	12.2437	12.6251	13.0065	13.3988	13.7912	14.2054	14.6303	15.0664	15.5132	15.9817	16.4612	16.9515	17.4638	17.9869
5	12.4834	12.8539	13.2463	13.6494	14.0527	14.4779	14.9135	15.3605	15.8182	16.2867	16.7771	17.2786	17.8017	18.3358	18.8916
6	13.1046	13.4970	13.9002	14.3034	14.7283	15.1751	15.6329	16.1235	16.6029	17.1041	17.6163	18.1395	18.6844	19.2510	19.8288
7	13.7584	14.1725	14.5976	15.0335	15.4803	15.9491	16.4284	16.9187	17.4203	17.9433	18.4882	19.0332	19.6107	20.1993	20.8097
8	14.4449	14.8701	15.3169	15.7855	16.2542	16.7446	17.2457	17.7580	18.2920	18.8370	19.3928	20.0030	20.6024	21.1909	21.8012
9	15.1751	15.6221	16.0906	16.5702	17.0715	17.5838	18.1067	18.6517	19.2075	19.7851	20.3845	20.9949	21.6159	22.2699	22.9456
10	15.9272	16.4067	16.8970	17.3984	17.9214	18.4555	19.0114	19.5779	20.1664	20.7767	21.3981	22.0410	22.7059	23.3813	24.0789
11	16.7228	17.2349	17.7473	18.2812	18.8260	19.3928	19.9813	20.5806	21.1909	21.8229	22.4879	23.1527	23.8501	24.5693	25.3104
12	17.5401	18.0850	18.6408	19.1967	19.7742	20.6328	20.9730	21.6050	22.2480	22.9127	23.6103	24.3187	25.0378	25.7900	26.5638
13	18.4446	18.9894	19.5672	20.1448	20.7550	21.3761	22.0193	22.6732	23.3489	24.0463	24.7765	25.5175	26.2804	27.0650	27.8715
14	19.3602	19.9485	20.5371	21.1690	21.8012	22.4551	23.1307	23.8175	24.5257	25.2450	26.0080	26.7925	27.5990	28.4273	29.2881
15	20.3192	20.9403	21.5725	22.2154	22.8802	23.5558	24.2641	25.0054	25.7353	26.5092	27.2940	28.1222	28.9723	29.8332	30.7159
16	21.3326	21.9865	22.6403	23.3270	24.0246	24.7438	25.4848	26.2477	27.0214	27.8387	28.6672	29.5281	30.4108	31.3262	32.2635
17	22.4116	23.0872	23.7847	24.4932	25.2232	25.9970	26.7707	27.5771	28.4055	29.2556	30.1384	31.0430	31.9693	32.9281	33.9090
18	23.5342	24.2206	24.9617	25.7136	26.4874	27.2830	28.1004	28.9396	29.8115	30.7050	31.6313	32.5796	33.5495	34.5629	35.5982
19	24.7001	25.4412	26.2040	26.9889	27.7952	28.6454	29.5063	30.3891	31.3043	32.2416	33.2007	34.2034	35.2277	36.2848	37.3638
20	25.9316	26.7162	27.5119	28.3401	29.1902	30.0622	30.9665	31.8929	32.8519	33.8327	34.8572	35.9035	36.9714	38.0830	39.2166
21	27.2312	28.0520	28.8875	29.7573	30.6497	31.5653	32.5147	33.4876	34.4944	35.5243	36.6002	37.6986	38.8199	39.9861	41.1773
22	28.5928	29.4547	30.3319	31.2493	32.1822	33.1435	34.1405	35.1619	36.2191	37.3005	38.4301	39.5836	40.7610	41.9855	43.2363
23	30.0224	30.9274	31.8485	32.8073	33.7913	34.8006	35.8476	36.9201	38.0301	39.1655	40.3517	41.5626	42.7991	44.0847	45.3980
24	31.5236	32.4738	33.4409	34.4477	35.4808	36.5407	37.6400	38.7660	39.9316	41.1239	42.3693	43.6408	44.9389	46.2890	47.6679
25	33.0997	34.0976	35.1129	36.1700	37.2549	38.3677	39.5220	40.7043	41.9282	43.1800	44.4878	45.8229	47.1859	48.6034	50.0513
26	34.7546	35.8024	36.8686	37.9786	39.1175	40.2863	41.4981	42.7395	44.0246	45.3390	46.7122	48.1139	49.5453	51.0335	52.5539
27	36.4923	37.5925	38.7120	39.8775	41.0734	42.3005	43.5729	44.8765	46.2258	47.6060	49.0477	50.5197	52.0224	53.5853	55.1815
28	38.3171	39.4721	40.6476	41.8713	43.1270	44.4155	45.7516	47.1204	48.5372	49.9864	51.5002	53.0456	54.6235	56.2646	57.9407

AGENDA SUMMARY **GRAND COUNTY COUNCIL MEETING** **SEPTEMBER, 20 2016** Agenda Item: M	
TITLE:	Approving proposed market-based & scope of work-based reclassification and corresponding job description and job title amendments of the Community Development Director position
FISCAL IMPACT:	$14,361/year – plus associated retirement contribution increase
PRESENTER(S):	Graig Thomas – HR Director, Ruth Dillon – Council Administrator

Prepared by:

GRAIG THOMAS
G.C. HR DIRECTOR
435-259-1323
GTHOMAS@GRAND COUNTYUTAH.NET

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the proposed market-based & scope of work-based reclassification, corresponding job description amendments of the Community Development Director position and update job title to Community and Economic Development Director, to amend the Community Development Director (Grade 21/Step1) to Community and Economic Development Director (Grade 22/Step 7) and adjust wages to reflect competitive market conditions effective the first full pay period in January, 2017 and authorize the Chair to sign all associated documents.

BACKGROUND:

In light of the compensation increases approved for elected officials in December of 2015, the Council requested that the compensation of all exempt employees also be reviewed. Furthermore, on August 16, 2016 the council passed a resolution establishing a market based compensation evaluation process for wage adjustments and the reclassification of positions within the County. This action is the first of these evaluations.

To wit, in the past year and one half there has been steady growth in the number and variety of community and economic development initiatives within Grand County. This growth has resulted in the position of Community Development Director evolving into a larger role encompassing economic development strategies as well. Consequently, the position needs to be reclassified and the grade and wages revised to reflect this growth in responsibilities and the corresponding market for the talent required to support these activities.

ATTACHMENT(S):

1. Market Analysis: Community and Economic Development Director
2. Grand County Community and Economic Development Job Description
3. Descriptions of jobs used in Market Analysis

Market Analysis: Community and Economic Development Director

(Based On Current Market Vacancies)

Location	Pop.	Job Title	Salary Range
Springville, UT	29,700	Community Development Director	$77,100 - $116,800
Gunnison, CO	15,000	Community & Economic Dev. Director	$82,940 - $116,200
Vadnais Heights, MN	13,000	Planning/Com. Development Director	$83,200 - $99,800
Warrenton, VA	9,900	Dir. Planning & Com. Development	$88,400 - $105,000
Lake Saint Louis, MO	14,000	Community Development Director	$81,600 - $91,800
City of Moab, UT	5,400	Community Services Director	$70,000 - $90,000
AVG.	**14,500**	**AVG.**	**$80,540 - $103,226**

Grand County, UT	*** 9,400**	**Community Dev. Director (21)**	**$56,641 - $85,648**
		21/1 = $56,641	
		<u>Recommendation</u>	
		Community & Economic Dev. Dir. (22)	**$59,473 - $89,931**
***Plus daily average of 10,000 Tourists**		**22/7 = $71,012**	
		$14,361 increase	

Grand County

Job Description

Job Title:	County Community and Economic Development Director			
Department:	Community and Economic Development			
Location:	125 East Center Street, Moab, Utah 84532			
Reports to:	County Council Administrator			
	Type of Position		**Job Status**	
Pay Range: ~~21~~22	**X**	Full-time	**X**	Exempt
	D	Part-time	**D**	Non Exempt
Revised: 06/2016	D	Seasonal	**D**	Safety Sensitive
	D	Temporary	D	On Call
	X	Benefits	D	Public Safety

Job Summary

Under the direct supervision of the Council Administrator, the Community and Economic Development Director performs professional, administrative, and managerial duties related to directing, organizing and managing the Community and Economic Development Department, including planning, zoning, economic development, regional developments, federal grant administration, and code enforcement. The CED Director works with households, businesses, and developers within the County, Planning Commission, hearing officer, ad hoc committees, and regional development agencies ~~manages planning projects, land use applications, performs professional level planning activities, provides ongoing support to the County Council, Planning Commission, Board of Adjustment and ad hoc committees~~ on all matters pertaining to the General Plan, land use, ~~-~~and economic development; ~~. M~~ makes reports and recommendations regarding ~~P~~planning ~~& Z~~and zoning applications, permits, the County Land Use Code, ~~and~~ General Plan, and other strategic plans; ~~. P~~performs technical reviews and presents ~~this~~ analys~~i~~es and findings to the applicant, general public, Planning Commission, County Council, regional economic development committees, and others as necessary. The CED~~Community Development~~ Director is responsible for preparing all planning and economic development related reports for the County Council, Planning Commission, and the Council Administrator.

Supervision

Given: Supervises all employees within the Community and Economic Development Department

Received: County Council Administrator

Essential Duties

- Oversees the preparation and administration of the department budget including time sheet sign offs and invoices, etc.
- Responsible for coordinating delicate and volatile community issues affecting land owners, business owners, developers, and County boards, commissions, and councils.
- Conducts public meetings and hearings as needed to solicit public response, and provide explanation of policy and project options.
- Supervises, trains, evaluates, directs, and disciplines the Community and Economic Development Department.
- Promotes inter-local cooperation and coordination. Participates in negotiations.
- Responds to public inquiries, complaints, and requests.
- Submits an annual report of the activities of the Community and Economic Development Department as requested.
- Conducts annual performance reviews for each subordinate.
- Performs other duties as assigned.
- Manages a GIS data system including the creation of data and maps.
- Makes recommendations on the development of public facilities and infrastructure related to community and economic development.

Community Development

- Prepares, maintains, updates and implements the County's General Plan process; including visioning, gathering data, organizing statistical information; writing reports; recommending goals, policies, and programs; working with County staff and citizen groups.
- Administers the County Development Code, including zoning, subdivision, and other County ordinances. Interprets the Development Code as needed.
- Works closely with land owners, architects, builders, and developers to explain the County's plans, programs, and regulations.
- Ensures that new developments are consistent with the plans of the County.
- Ensures development applications are processed efficiently and that a high level of customer service is provided through the application process.
- Provides staff support and planning advice to the County Council, Planning Commission, Hearing Officer, and committees as assigned.
- Establishes and periodically reviews bond release policy, procedures, and requirements and ensures compliance with State regulations.
- Oversees the management of contract engineers.
- Performs relevant planning research, and presents results to the Planning Commission, Board of Adjustment, County Council, and various citizen groups.
- Interacts with developers and with the public as necessary in conflict resolution.
- Prepares written correspondence, graphic and verbal communications to applicable parties.
- Manages the Development Review Team (DRT), assisting in processing development applications in conformance with the County regulations and policies.
- Prepares staff reports, resolutions, and ordinances.

- Drafts Requests for Proposals (RFPs) and Bid Proposals for community development related projects.
- Serves as a County representative to the Interlocal Housing Task Force.
- Collaborates with County department heads to establish code enforcement procedures and oversees land use code enforcement issues.
- Serves as a County representative on the Grand County Trail Mix Committee and Moab Area Watershed Partnership (MAWP).
- Serves on the Grand County Special Events Coordinating Committee.
- Monitors legislation and regulations relating to land use planning and regulation, and reports findings to the appropriate stakeholders.

Economic Development

- Facilitates, coordinates, and stimulates economic development in the community through capacity building, expansion and retention of existing local enterprises, and land-use planning.
- Directs the development and maintenance of the Economic Development Element of the County's General Plan with the assistance from other County staff, boards, and committees.
- Participates in the development of community goals, and recommends and implements program objectives, policies and priorities.
- Identifies industry sector opportunities for economic development.
- Establishes metrics used to monitor and evaluate economic development.
- Collaborates with representatives from the City and County, USU Moab, Moab Area Chamber of Commerce, Moab Small Business Development Center (SBDC), Southern Utah Realtors Association, Utah Guides and Outfitters and other groups that contribute to local economic activities.
- Works with the Grand County Airport manager to maximize the economic development potential associated with Canyonlands Field Airport.
- Meets with the public, entrepreneurs, developers, business organizations, and the Travel Council to market Grand County and to encourage economic development within the County.
- Develops and maintains personal relationships with statewide entities, including the Governor's Office of Economic Development (GOED), Economic Development Corporation of Utah (EDC-Utah), Governor's Office of Energy Development, Utah Office of Tourism, Utah Department of Workforce Services, United States Department of Agriculture (USDA) Rural Development, World Trade Center Utah (WTC-Utah), Manufacturing Extension Program (MEP.org), and others.
- Writes grants for economic development planning, events, trainings, and marketing.
- Participates in the Business Expansion and Retention (BEAR) funded activities.
- Serves as a County representative to the USU Moab Dean's Advisory Council, supports the development of a four-year USU Moab campus through research, fundraising, and infrastructure planning, and makes recommendations on workforce training programs.
- Assists in the planning of Moab's Annual Business Summit.
- Develops marketing strategies designed to promote the community as a business destination.
- Responds to inquiries regarding economic data, trends, and resources, such as industrial and commercial development opportunities.
- Provides information services on matters of economic health, property tax issues, economic and real estate trends, and regional, domestic, and international development.

- Makes presentations to business and community groups.
- Maintains knowledge of current community goals, objectives, programs, and services; Federal economic and urban development agencies' programs such as Community Development Block Grants (CDBG); community resources and development needs; current local and nationwide trends; and the principles and practices of economic development
- Attends classes, conferences, and educational seminars to maintain knowledge of best practices in planning laws and/or regulations related to community and economic development issues and trends.
- Speaks to various community leaders, business owners, and citizen groups; hosts meetings, seminars and luncheons to educate and disseminate economic development information
- Identifies and addresses specific problems or issues existing County business owners face.
- Works closely with City and County staff, the Housing Authority of Southeastern Utah, Community Rebuilds, and other local housing-related entities to develop attainable housing needed to support economic development.
- Monitors legislation and regulations relating to economic development, and reports findings to the appropriate stakeholders.
- Maintains files of all potential economic development property in the County and provides listings to the EDC-Utah Sure Sites database. Prepares appropriate information for presentation to potential businesses, the County Council, and City representatives.

Knowledge, Skills & Abilities:

Knowledge of:

- Principles and practices of community development, economic development, and local government operation and structures.
- Urban planning and design, including transportation, strategic planning, site plan and subdivision review.
- Economic development incentive programs.
- State land use law.
- State economic development programs and their relationship with land use planning.
- Zoning ordinances and their relationship with the uniform building code.
- Code enforcement practices.
- Map reading, interpretation, and familiarity with legal descriptions.
- Principles of public relations.
- Principles of project management.

Skills in:

- Microsoft applications including Word and Excel.
- Basic computer programs and word processing.
- Document and report composition.
- Analytical problem solving.

- Organization and working independently.
- Records management.
- Creative design and solutions to complex development concerns.

Ability to:

- Research relevant information to inform personnel and the public regarding County ordinances and procedures.
- Read plans and blueprints.
- Understand and analyze good budgeting practices.
- Prioritize tasks.
- Establish effective working relationships with employees and the public.
- Establish meaningful goals and priorities.
- Professionally furnish and obtain information from other departments.
- Effectively communicate verbally, graphically and in writing; as well as effectively work with County employees, elected and appointed bodies, businesses and developers; contacts with other departments, furnishing and obtaining information; interfacing with other governmental agencies; while requiring tact and judgment to deal with and influence people, and maintain a well-developed sense of timing and self-control.
- Apply general principles and ordinances effectively.
- Analyze statistical information and their applications. Analyze community and economic development data and situations, while evaluating other alternatives, and then recommending effective courses of action.
- Write concise reports and recommendations.

Physical Demands

- Typically sits at a desk, or consistently walking standing or stooping.
- Works for sustained periods of time maintaining concentrated attention to detail.
- Occasionally will lift, carry, push, pull or otherwise move objects weighing up to 30 pounds.

Working Conditions

- Work is performed in an office or other environmentally controlled room.
- Work is busy and fast-paced.
- Abundant mental effort is required daily; pressure and fatigue may be present during an average work day; moderate exposure to stress, deadlines and night meetings; field work and exposure to traffic and construction site hazards, dust, and noise; moderate climbing/balancing and constant stooping and kneeling are required.

Education & Experience

- Graduation, with a Bachelor Degree from an accredited college or university with a degree in planning or a closely related field.
- At least two years full time paid experience in urban planning or related field with progressively increasing responsibility.
- Preference will be given to those with a Master degree; which may be substituted for two years paid professional urban planning experience.

Special Requirements

- Must possess a valid driver's license.
- American Institute of Certified Planner (AICP) Certification is preferred.
- Must successfully pass a criminal history background check.
- Successful completion of pre-employment drug screening is required.
- A twelve-month probationary period is a prerequisite to this position.
- Will be required to occasionally travel to attend out of town meetings and training.
- Will be occasionally required to attend evening meetings.

The above statements are intended to describe the general nature and level of work being performed by the person(s) assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required of personnel so classified. The approved class specifications are not intended to and do not infer or create any employment, compensation, or contract rights to any person or persons. This updated job description supersedes prior descriptions for the same position. Management reserves the right to add or change duties at any time. Grand County is an EEO/ADA employer.

Community Development Director

July 19, 2016 - August 10, 2016

Location: Springville, UT

Salary Range: Grade 27, $77,072.05 - $116,747.80

Exempt/Non-Exempt: Exempt

Benefits: Full Benefits package

Employment Type: Full Time

Department: Community Development

Description: Under the general direction of the Mayor and supervision of an Assistant City Administrator, this person is accountable for all activities, programs and services of Springville City's Community Development Department, including responsibility over:

• Short-and-long-range planning, budget preparation and administration and leadership of the Community Development Department;
• Preparing for and managing the Planning Commission and Board of Adjustment;
• Guiding City policy pertaining to the General Plan; and
• City's business licensing.

Duties: Essential Functions

- Directs planning and zoning activities for Springville City.
- Oversees plan review for compliance with City Code.
- Responsible for the assessing of permit, impact and other fees and their collection.
- Answers questions from staff and general public.
- Processes Planning Commission applications and serves as administrator and support staff for the Planning Commission.
- Responsible for the preparation of agendas, support materials and minutes for Planning Commission.
- Works with City Recorder and City Attorney to draft new zoning ordinances or amendments to zoning ordinances.
- Conducts planning studies on current and future development and coordinates with the City Economic Advisory Commission.
- Responsible to encourage economic development within the community.
- Supervises staff and activities of Building Division.
- Directs, plans and implements policies and procedures for Department.
- Trains, evaluates and implements personnel policy activities with employees in Department.
- Participates with City Administrator in developing Department budget and oversees expenditures of funds.

- Represents City with news media, citizens and professional organizations in matters pertaining to planning, zoning and building inspections.
- Prepares reports to Mayor and Council on Department activities and status of developments within the City, and on controversial issues pertaining to Department.
- Acts as Zoning Administrator and the City official in processing Board of Adjustment applications and serves as support staff for the Board of Adjustment.
- Responsible for preparation of agendas, support materials and minutes for Board of Adjustment.
- Supervises City's business licensing and renewals, including drafting business license policies, ordinances, ordinance amendments.
- Responsible for keeping accurate and complete records in Department as required.

Qualifications: Graduation from accredited college or university, with bachelor's degree in city planning, public administration or related field, along with five years of experience in a supervisory position in areas of community development or planning, or any equivalent combination of education and experience. Master's degree and membership in the American Institute of Certified Planners are preferred.

Director of Community & Economic Development

Gunnison County

Grand Junction, Colorado Area

Job description

Full-time position, $82,941 - $116,208 plus benefits.

Gunnison County is now accepting applications for a full time **Director of Community and Economic Development** with full benefits. Working under the general direction of the County Manager, the Director of Community & Economic Development is a full member of the executive team and performs a variety of supervisory and administrative work for the Community Development Department, as well as oversight of special projects and other functions of the County related to community and economic development. In addition, this position also provides supervision and management oversight of the contractual relationship with the Gunnison Crested Butte Tourism Association.

The ideal candidate will have a Bachelors and Masters in Planning, Public Administration, or related fields; 10 plus years of public sector leadership and management experience; 10 plus years of experience in managing complex development review systems; significant experience leading, managing and executing complex planning projects; proven experience obtaining grants and stakeholder support to fund projects; and proven experience in negotiating complex development agreements. Candidates may possess any combination of relevant education and experience that demonstrates their ability to perform the essential duties and responsibilities. The ideal candidate will be committed to excellent customer service.

MINNESOTA CITY JOBS
invites applications for the position of:

Planning/Community Development Director

Vadnais Heights

An Equal Opportunity Employer

SALARY:

Annually
$83,179.00 - $99,819.00

OPENING DATE: 06/17/16 **CLOSING DATE:** 07/25/16 04:00 PM

JOB POSTING: **Planning/Community Development Director**

The City of Vadnais Heights (population 13,000) is seeking a Planning/Community Development Director responsible for planning, performing, and developing short and long range planning and community development activities, economic and redevelopment efforts, and supervising the building inspection program of the City. This position serves as principal planner, zoning administrator, and community development director. The position will develop zoning land use ordinances and serve as staff support to various boards, commissions and City Council.

Requirements include a bachelor's degree (master's preferred) from an accredited institution in urban planning or related field. A minimum five years planning experience is required with a municipality, county or township, or with a consultant to municipalities, or equivalent. Five years supervisory experience preferred.

Annual salary range is $83,179 - $99,819 DOQ, plus benefits.

Full job announcement and requirements may be obtained on the city's website at http://www.cityvadnaisheights.com/.

Position closes Monday, July 25, 2016 at 4:00 p.m. EOE

Director of Planning and Community Development

TOWN OF WARRENTON

Warrenton, VA Pop. 9,900

DUTIES:

- Coordinates and supervises building code enforcement, zoning ordinances, land use ordinances, and environmental code enforcement activities; reviews and processes related plans, applications and permits;
- Researches and prepares information for staff, commissions, Town Council, property owners, and other customers with an interest in land within the Town;
- Oversees the update and maintenance of the Comprehensive Plan;
- Prepares and administers departmental budget.

REQUIREMENTS:

- Bachelor's degree in regional and urban planning, public administration or a related field (Master's degree preferred).
- At least five years of public or private sector experience as a planning director, deputy or assistant, or as a department head in a public or private organization with similar or significantly greater complexity.
- American Institute of Certified Planners (AICP) and Certified Zoning Administrator (CZA) certifications are preferred.
- Experience in advising public bodies on a broad range of planning and development matters and proven ability to work effectively with a diverse, engaged and motivated

Town Council, Planning Commission, Board of Zoning Appeals, Architectural Review Board and Community.

- Ability to attend evening meetings.

To view position profile and to apply, please visit www.warrentonva.gov (http://www.warrentonva.gov)

The application deadline is August 15, 2016.

Hiring range: $88,387 - $105,000, DOQ

EXPERIENCE LEVEL
Mid II (4-8 years)

AICP LEVEL
Preferred

SPECIALTY
Community Development

SALARY RANGE
$90,000 - $105,000

CONTACT INFORMATION

Resource URL

http://www.warrentonva.gov (http://www.warrentonva.gov)

Email

bgodfrey@warrentonva.gov
(mailto:bgodfrey@warrentonva.gov)

Community Development Director

CITY OF LAKE SAINT LOUIS

Lake Saint Louis, MO Pop. 14,000

Starting Pay: $81,634 – $91,838/year

This is a salaried full-time, 40 hour per week position which includes a full range of benefits including paid time off, sick leave, holidays, employee health, dental, life, vision, disability and retirement. Hours are generally 8:30-5:00 M-F.

JOB DESCRIPTION

Directs and oversees planning activities for the city: reviews and analyzes proposals and development plans; drafts comments and reports for consideration by the Planning and Zoning Commission and Board of Aldermen; makes recommendations as requested.

Attends monthly Planning and Zoning Commission and Board of Adjustments meetings; records minutes; reviews and analyzes all appeals and requests for variances; makes recommendations.

Attends all Board of Aldermen meetings; advises the Board as requested.

Directs, supervises, and evaluates department staff; disciplines, hires, and dismisses personnel.

Supervises and directs code enforcement activities: interprets codes; receives complaints and requests; responds to complaints and/or delegates to appropriate personnel; communicates outcome of complaints to City Administrator, Mayor, and other personnel as needed; recommends code changes as warranted.

Communicates with developers and project applicants to ensure compliance with city codes and ordinances and policies adopted by the Planning and Zoning Commission and Board of Aldermen.

Develops the annual department budget; monitors, authorizes, and approves expenditures.

Administers the Subdivision Improvement Escrows and Grading Escrows required by the city: prepares escrow documents, prepares bills for presentation to the Board of Aldermen, arranges inspections to determine stage of completion, and authorizes release of funds.

Prepares street dedication requests for Board consideration.

Reviews and approves sign permit applications; issues permits.

Performs other related duties as assigned.

REQUIREMENTS

- Bachelor's degree in planning or related field. AICP certification desired but not required.
- Minimum of 3-5 years related experience

ACCEPTABLE SUBSTITUTIONS OR MINIMUMS FOR EDUCATION AND EXPERIENCE

Other combinations of experience and education that meet the minimum requirements may be substituted.

TO APPLY

Please submit resume and cover letter to:

City of Lake Saint Louis Human Resources
200 Civic Center Drive
Lake Saint Louis, MO 63367

or email to hr@lakesaintlouis.com (mailto:hr@lakesaintlouis.com)

Position open until filled. Resume review begins Friday, July 29, 2016.

EXPERIENCE LEVEL
Mid II (4-8 years)

AICP LEVEL
Desirable

City of Moab Community Services Director

Job Description – General Purpose: Performs a variety of professional, administrative, and supervisory duties in administrating the Community Service Department including; Management of Comprehensive and Current Planning, Zoning, Affordable Housing, Code Enforcement, Building Services and Special Events Permitting; Planning Commission and City Council review; Relevant operations of the Planning and Building Services offices. As a member of the Community Services Department and Executive Team; Models and supports an emphasis on organizational development, training and skill development, problem-solving, critical thinking, effective communication and continuous improvement.

Communication and Customer Service – The position should support and reinforce open-minded and solution-oriented staff response to customer needs. In looking at issues and problems from the customer's point of view and finds ways to address these issues and concerns while balancing the needs of the City and ensuring consistency with adopted policies. The position will strive to respect and appreciate each individual's differences, and to work effectively with all people and their diverse backgrounds.

Staff Management -Supervises, directs, evaluates and coordinates staff, handles employee concerns and problems, assigns work, counsels employees and conducts disciplinary and other personnel actions.

Planning and Zoning – Prepares and administers the Planning Department's budget; Approves purchases for the Planning Department subject to available funds; Monitors expenditures for budget compliance. Develops general master plan programs for overall planning operations including updates of land use, zoning, subdivision, transportation and housing studies; Administers local planning, and transportation planning programs. Interprets federal, state and local regulations and ordinances. Formulates planning policy recommendations for presentation to the Planning Commission; Presents findings and recommendations on planning matters to City Council members. Reviews and recommends development proposals for compliance with various developmental regulations and with principles and practices of effective planning and land use; Approves subdivision plats for recording in County Recorder's Office; Oversees the collection, organization and maintenance of social, economic, governmental, regulatory and census data for use in technical studies and reports; Directs and participates in studies and collection of data in the field as needed. Requisitions graphic and narrative reports on land use data. Conducts annexation studies; Prepares and presents specific reapportionment proposals. Serves on various boards, committees and commissions. Consults with and advises developers, contractors, members of the general public, various organizations and agencies, elected officials and attorneys on planning related issues and legal matters relating to planning functions. Prepares, maintains and/or oversees the preparation of required documentation including, but not limited to: budget and long-range improvement plan, administrative and special reports, ordinances and resolutions, technical study reports, maps and charts, agendas, personnel policies and procedures, employee job descriptions, routine correspondence, etc. Performs public speaking duties. Assists with special projects and may substitute for staff in periods of temporary absence. Attends meetings, seminars and training sessions as required to remain knowledgeable of departmental operations, to discuss planning related subjects and to promote improved job

performance. Evaluates information to determine feasibility of proposals and identifies factors requiring amendment on a frequent basis. Act as the lead in the re-development of the zoning, planning and building codes.

Code Enforcement – manages the code enforcement program including development of a pro-active code enforcement policy; Works with Zoning staff to ensure education and clear processes. Works with prosecutor on specific cases to ensure compliance and/or summons is issued; Works with Police Department to obtain assistance when necessary for the delivery of notices and summons.

Building Services – management of building services including plan review and building inspections processes whether through the County, a consultant or City staffing.

Affordable Housing – Acts as the liaison for the Affordable Housing Task Force. Lead efforts by the City in the development of policies and projects. Works with other department heads in the development of essential housing.

Management of Budget – Annually, the Director must develop a draft budget for consideration by the City Manager, and ultimately the City Council. Once the budget is approved, the Director must manage their budget and provide oversight of each Division's budget. Reporting Relationships: The Community Services Director works under the general supervision of the City Manager. This position manages a variety of staff including Planning, Zoning, Building and Special Events staff as well as temporary positions, volunteers and consultants.

Knowledge, Skills and Abilities: Professional Competencies – As a leadership position within the Department of Community Services the Director shall have and utilize the following competencies:
~ **Dealing with Ambiguity:** has the ability to work well within an evolving environment; remains effective when the vision, direction and/or path is unclear.
~ **Strategic Agility:** continuously adapts and adjusts; can create strategies for innovative solutions that best fit the organization; actively monitors possible implementation problems and evolving needs, and selects efficient and effective alternatives.
~ **Political Savvy:** creates consensus through good interpersonal skills and has a strong understanding of political issues; maintains high ethical standards while working subtly and effectively with organizational structure; avoids missteps by calculating the outcome and consequences of alternative courses of action based on a realistic assessment of the situation.
~ **Organizational Agility:** has the ability to perform within all levels of the organization and obtain successful outcomes; interacts with internal and external stakeholders and customers in a manner that supports organizational values.
~ **Motivating Others:** facilitates a positive work environment that supports peak performance; has the ability to determine what encourages others; and demonstrates an ability to delegate while fostering independent decision-making.
~ **Innovation Management:** actively solicits and fosters the ideas of others, evaluating those ideas for their practical and creative merits as solutions to current and future problems to improve the services valued by customers.

Required Minimum Qualifications – A Master's degree or equivalent combination of education and experience in a relevant field (such as urban planning, architecture, public administration, or business) is desired, a Bachelor's Degree in related field, and at least eight (8) years of demonstrated leadership and management experience is required. In particular, candidates should have experience in engaging staff and shaping the culture of an organization; the ability to integrate planning, and sustainability issues within an organization; and the ability to communicate complex issues with clarity.

Critical skills and background experience for successful candidates include:
~ Excellent communication skills including strong listening, verbal, written, presentation and public speaking skills.
~ The ability to work well with and understand the perspectives of a wide range of individuals and groups, and the ability to make people feel included and heard.
~ Proven skills as a pragmatist who can get things done. A track record of solving problems and resolving issues in difficult, complex and/or contentious situations.
~ Demonstrates ability to coordinate and manage complex projects involving competing interests and multiple objectives, effectively represent diverse interests, and objectively evaluate alternative approaches.
~ A strong commitment to and the ability to integrate the broader perspectives of affordable housing into a higher vision and eventual work product.
~ Excellent employee management and development skills.
~ Well-developed customer service skills and demonstrated history supporting and reinforcing an open-minded and solution-oriented staff response to customer needs.
~ Experience looking at issues and problems from the customer's point of view and finding ways to address these issues and concerns while balancing the needs of the city.
~ Excellent interpersonal skills and strong mediation, facilitation and diplomacy abilities.

All candidates should also demonstrate a high degree of honesty and personal integrity; be a mature and self-confident individual who understands that business is business and does not take things personally; and has the ability and willingness to work irregular hours including night and sometimes weekends to attend meetings for boards, commissions and City Council and for public meetings and other events.

All candidates must have requisite computer skills and experience, including electronic mail, Google Apps, Microsoft Word, Excel and PowerPoint. A valid driver's license is required. Candidates should have and maintain acceptable criminal conviction record, credit history, and motor vehicle record.

Physical Requirements: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and communicate effectively. The employee is occasionally required to use hands and fingers to handle, reach, feel or operate objects, tools, or controls in a safe manner.

The employee must occasionally lift and/or move up to 30 pounds. Ability to read, write and interpret information and data.

The noise level in the work environment is usually quiet while in the office, or moderately loud when in the field.

Selection Guidelines: Formal application, cover letter and resume; Interview with hiring authority; Successful completion of a pre-employment drug and alcohol test and background check. $70,000 – $90,000

AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

SEPTEMBER 20, 2016

Agenda Item: N

TITLE:	Approving proposed market-based reclassification of the Airport Manager position
FISCAL IMPACT:	$11,493/year – plus associated retirement contribution increase.
PRESENTER(S):	Graig Thomas – HR Director, Ruth Dillon – Council Administrator

Prepared by:

GRAIG THOMAS
G.C. HR DIRECTOR
435-259-1323
GTHOMAS@GRAND COUNTYUTAH.NET

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the proposed market-based reclassification of the position of Airport Manager (Grade 19/Step 4) to Airport Manager (Grade 21/Step 7) and adjust wages to reflect competitive market conditions effective the first full pay period in January 2017 and authorize the Chair to sign all associated documents.

BACKGROUND:

In light of the compensation increases approved for elected officials in December of 2015, the Council requested that the compensation of all exempt employees also be reviewed. Furthermore, on August 16 2016 the council passed a resolution establishing a market based compensation evaluation process for wage adjustments and the reclassification of positions within the County.

Based upon the market analysis for our Airport Manager position, a reclassification and wage adjustment is appropriate.

ATTACHMENT(S):

1. Market Analysis: Airport Manager
2. Grand County Airport Manager Job description
3. Descriptions of jobs used in Market Analysis

Market Analysis: Airport Manager

(Based on Current Market Vacancies)

Location		Ops./Yr.	Job Title		Salary Range
New Bedford, MA		54,000	Airport Manager		$72,164 - $88,025
So. Lake Tahoe, CA		23,360	Airport Manager		$96,969 - $117,873
Alamosa County, CO		5,668	Airport Manager		$48,000 - $52,000
Rapid City, SD		42,705	Airport Deputy Director		$90,741 - $110,695
Wendover, UT/NV		5,408	Airport Manager		$71,380 - $77,459
	AVG.	**26,228**		**AVG.**	**$75,850 - $89,210**
Grand County, UT		**24,000**	**Airport Manager (19)**		**$51,376 - $77,716**
			19/4 = $56,137		
			<u>Recommendation</u> **Airport Manager (21)**		
			21/7 = $67,630		**$56,640 - $85,648**
			$11,493 increase		

Grand County

Job Description

Job Title:	Airport Manager
Department:	Airport
Location:	North Highway 191, Moab, Utah
Reports to:	Council Administrator

Pay Range: Grade 19	**Type of Position**	**Job Status**
	X Full-time	**X** Exempt
	☐ Part-time	☐ Non Exempt
	☐ Seasonal	**X** Safety Sensitive
Revised: 9/2014	☐ Temporary	**X** On Call
	X Benefits	☐ Public Safety

Job Summary

Under the general supervision of the Council Administrator, manages and maintains all aspects of Canyonlands Field. Performs a variety of managerial, technical and administrative tasks related to planning, organizing, directing, and coordinating the operations, construction and maintenance of Canyonlands Field and related facilities. Assures compliance with various federal, state and local regulations related to airport operations including, but not limited to, fire rescue and airfield security.

Supervision

Given: Airport Rescue Fire Fighters, Airport Operations Specialist

Received: Council Administrator

Essential Duties

This position has three categories of responsibility which are: management; maintenance, and safety and security. The essential functions are organized by the category and not in the order of importance.

Management

Responsible for overseeing the operations and management of Canyonlands Field. Duties include, but are not limited to, the following:

- Assists in the preparation of and administers the airport budget which includes but is not limited to ensuring proper revenue and expenditure controls are followed.
- Responds to public inquiries and complaints related to airport operations.
- Coordinates airport operations and projects with federal, state and local agencies, property owners, entities and departments as is necessary.
- In collaboration with the County's consultants, prepares long-range plans and policies for development and construction of airport projects, facilities, and proposals; makes recommendations in support of these plans.
- Oversees the requisition and purchase made for the airfield.
- Coordinates capital improvements and projects.
- Assists with negotiations for airline services, landing fees, and fuel flowage fees. Compiles data on airport operations to support negotiations.
- Coordinates airport activities, contracts, and leases with tenants; assures compliance with County and federal regulations.
- Applies for and monitors airport grants and coordinates project work with consultants, tenants, airlines, and other County departments.
- Compiles and renews various safety and security manuals, as requited by the Federal Aviation Administration.
- Represents the County and Airport Board with various local and airport-oriented organizations.

- Prepares reports and summaries as required by the County Council, Airport Board, federal and state agencies, and Council Administrator.
- Oversees the operations of the airport to ensure compliance with FAA, Utah Division of Aeronautics and County regulations for commercial and general aviation.
- Issues NOTAM's (Notice to Airmen) through FSS, Cedar City on airfield conditions and/or operations.
- . Maintains Airport Certification Manual (ACM) and Airport Security Plan (ASP).
- Provide staff support for Airport Board.
- Supervises and directs Grand County and/or contract workers.
- Conducts annual performance reviews for each subordinate.
- Administers required training for airport users and employees.
- Performs other management duties as required.

Maintenance

Responsible for a variety of semiskilled and skilled duties required in maintaining Canyonlands Field. Duties include, but are not limited to, the following:

- Oversees or performs daily cleaning and general maintenance on the terminal building and other related buildings.
- Oversees or performs groundskeeper functions for airport and terminal building. Repairs sprinkler systems and maintains landscaping areas.
- Maintains water and sewer system.
- Maintains records of operations and equipment.
- Maintains Precision Approach Path Indicator (PAPI) and Runway End Identifier Light (REIL) systems. Changes bulbs and electronic components as required. Trouble shoots to determine any operation problems and appropriate solution.
- Maintains obstruction lighting, windsocks and Rotating Beacon for proper operation.
- Operates a variety of equipment including mowers, tractors, snow removal equipment, etc. as required to maintain airport grounds. Implements airport weed control program.
- Performs other related maintenance as required.

Safety and Security

Responsible for performing necessary airport inspections, providing fire rescue services, and airport security as required by federal and state regulations and adopted Canyonlands Field policies and plans. Duties include, but are not limited to, the following:

- Performs inspection duties of the grounds, terminal building, lighting system, and signage of airport.
- Responds to airport emergencies when required.
- Keeps airport systems free and clear of obstructions per FAA regulations.
- Performs daily/weekly airport inspections in accordance with FAA regulations.
- Provides airport rescue services as required by FAA part 139.
- Fire rescue services as required by rules and regulations of the U.S. Department of Transportation Federal Aviation Administration.
- Engages in fire rescue services as emergency situations dictate. Fire rescue services may include, but is not limited to: rescue and firefighting personnel safety; emergency communications; use of: fire hoses, nozzles, turrets, pumps, hydrants, extinguishers, ladders, hand tools, extrications tools, firefighting equipment, extinguishing agents; the use and wearing of breathing apparatus, emergency aircraft evacuation assistance; and firefighting operations.
- Daily oversight of security provisions at the airfield and compliance with the security program.
- Providing timely evidence of compliance with Section 1542.5 of CFR 49 (inspection authority) as the Transportation Security Administration may request.
- Maintains and provides to the Transportation Security Administration on request a complete and current list of all individuals afforded authorized unescorted access to restricted areas.
- Maintains and updates the Airport Security Program (ASP) to reflect the current state of condition at the airport and Transportation Security Administration requirements under Part 1542.
- Timely distribution of the ASP, or appropriate parts thereof, to appropriate persons or entities.
- Proper dissemination of all correspondence or other communications, including security directives with the Transportation Security Administration on security related matters.
- Assists Transportation Security Administration Aviation Inspectors upon request in the performance of their official security related duties.
- Acts as the airports' operational counterpart to the Transportation Security Administration.
- Provides evidence that airport tenants or employees not regulated under Parts 1544 and 1546 who have unescorted access to any area restricted for security purposes, have completed pre-employment checks as required by the ASP.

Knowledge, Skills & Abilities

Knowledge of:

- Principles, practices, and functions of airport management and organization.
- Computer management, including keyboard and use of Microsoft Office software.
- Principles of management and budgeting.
- Principles of contract administration and grants management.
- Federal, state and governmental agency laws and regulations pertaining to airport operations.
- Basic knowledge of building maintenance to repair and general landscaping and grounds maintenance.
- Operating procedures required around aircraft and on airports.
- Methods, techniques, and safety precautions necessary to maintain airport systems.
- Firefighting apparatus, fire safety gear, fire fighting hand-tools and other firefighting tools and equipment.

Skills in:

- The use of a telephone, computer, printer, plotter, and other office equipment.

Ability to:

- Communicate effectively both verbally and in writing.
- Develop and maintain effective working relationships with elected county officials and departments, federal, state and local agencies, subordinates and the public.
- Establish meaningful goals and priorities.
- Use hand and power tools required to maintain airport/terminal building systems.
- Operate medium and heavy equipment.
- Evaluate and manage projects.
- Respond appropriately to emergency situations.
- Perform manual labor.

Physical Demands

- Must be able to bend, reach, push, pull, squat, climb, grasp and lift 100 pounds to waist level.
- Is in continual motion: walking, kneeling, bending and reaching for extended periods of time.
- Moderate climbing/balancing and kneeling are required.
- May occasionally sit or stand.
- Operates hand and foot controls of airport maintenance equipment.
- Operates hand and power tools.

Working Conditions

- Work is performed in an office and airfield environment.
- Work performed may include, but is not limited to, the following: aircraft traffic; exposure to dust, noise, fumes, oils and grease, pollens and organic materials, and all types of weather conditions.
- Exposure to dangerous situations with fire rescue emergency; including, but not limited to, smoke, heights, fire, fumes, heat, cold, emergency driving, etc.
- Wears and works in fire department breathing apparatus and personal protective equipment.

Education & Experience

- Bachelor's degree in administration or related field plus two (2) years of management experience are desired.
- Five (5) years of training and/or experience related to airport operations, and maintenance processes and procedures is required.
- Prior work experience as a maintenance technician, handyman, and custodian is preferred.
- A combination of education and experience may be considered when screening applicants.

Special Requirements

- Successful completion of pre-employment drug screening is required
- Must possess a valid Utah driver's license.
- A twelve-month probationary period is a prerequisite to this position.

- Must be willing to obtain and successfully complete required training provided by Grand County relating to Aircraft Rescue and Firefighting (ARFF) as defined by the U.S. Department of Transportation Federal Aviation Administration AC No: 150/5210-17A and other training required by direct supervisor.
- Must be willing to obtain and successfully complete training provided by Grand County for relating to the Airport Security Coordinator and acquire a working knowledge of all regulations necessary to fulfill these duties.
- Employee must maintain grooming standards that allow them to properly wear their Personal Protective Equipment (PPE).
- Subject to monthly night meeting for the Airport Board.
- Employee will be subject to a 5-year background check. Conviction of any criminal offense will be a disqualifying factor.
- Subject to call-out status including weekends and holidays.

The above statements are intended to describe the general nature and level of work being performed by the person(s) assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required of personnel so classified. The approved class specifications are not intended to and do not infer or create any employment, compensation, or contract rights to any person or persons. This updated job description supersedes prior descriptions for the same position. Management reserves the right to add or change duties at any time. Grand County is an EEO/ADA employer.

City of New Bedford, MA
Job Description

Job Title: Airport Manager

Pay Grade: M-13

Pay Range: $72,164 – $88,025

JOB SUMMARY

Provide professional, administrative, and overall management resulting in the safe and efficient operation and maintenance of the New Bedford Regional Airport; responsible for determining maintenance and terminal operation requirements; responsible for developing capital improvement plans, airport improvement plans, and annual operating budgets; responsible for presenting and enforcing current policy matters to the Airport Commission for approval; conducts an active program of public information and promotion to ensure the community's recognition of the airport as essential to economic health and quality of life.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by incumbents of this job.

Business Duties:

- Responsible for aggressively pursuing the overall airport business development, marketing strategies and economic growth opportunities.
- Responsible for overall business operation and administration of the Airport; recommend the annual budget and develops capital improvement plans for Airport Commission approval and submission to the Mayor; monitor and review the revenue levels and expenditures to ensure adherence to budget limitations; manage airport properties within guidelines established by the Airport Commission.
- Responsible for the overall adherence to Airport policies; responsible for administration and collection of all fees and other sources of revenue.
- Promote public recognition and acceptance of the Airport as an essential element of the community's infrastructure and its economic development/impact potential; carry out a program to ensure favorable public relations through personal contact and public appearances.
- Responsible for presenting policy matters to the Airport Commission for approval; attend and participate in all Airport Commission meetings, as well as Committee meetings unless excused.
- Participate in conferences, meetings of aeronautical and civic organizations relative to the promotion of aviation as it relates to the community, State or Federal level.
- Submit annual goals and objectives to the Airport Commission with monthly updates and reports.

- Responsible for ensuring that both new and renewed leases are negotiated in accordance with City Ordinances, State and Federal laws, and Commission policy.

- Ensure that terms of leases and agreements with tenants and users are enforced.

- Responsible for personnel management, orientation, training, scheduling and performance evaluations of airport administrative personnel, including the development of appropriate documentation of job performance requirements, in accordance with relevant collective bargaining agreements and MGL Chapter 31.

- Maintain qualified and adequate staff within the limits of union contracts and assures that personnel needs are included in approved budget.

- Act as liaison between the Airport Commission and the City of New Bedford by attending and participating in required City Department Head meetings scheduled by the Mayor or as otherwise requested by the City Administration.

- Responsible for administering the collection and depositing of revenue due to the Airport and maintaining records of accounts receivable and payable, being certain that internal records and City-generated reports are in agreement.

- Perform similar or related work as required or as situations dictates.

Aviation Safety and Operation Duties:

- Monitor aircraft operations on the Airport; encourage establishment and active participation of a user safety committee to provide aircraft owner/pilot input to airport management decisions; take appropriate action and report unsafe airport operation action to the FAA and Mass DOT Aeronautics Division.

- Establish emergency procedures for airport personnel to use upon an aircraft accident or incident; ensure airport compliance with Federal, State and local requirements for aircraft rescue firefighting, emergency preparedness, fuel safety, and airport security.

- Responsible for participating in FAA and Mass DOT Aeronautics Division inspections, with particular attention to annual inspections and remedial actions.

- Participate in the overall daily operation, maintenance and safety of the Airport; including, but not limited to, safe runway and other aircraft operating surfaces, runway approaches and other airspace surfaces, snow removal operations, navigational aids, all lighting and signage, ground equipment, all aircraft parking, automobile parking areas and any activity which may affect public safety.

Airport Security:

- Serve as an airport security officer; responsible for overall airport security as required by FAR Part 1540 and 1542; serve as primary contact for the Transportation Security Administration (TSA) and airport tenants for security-related matters; maintain the Airport Security Program and ensure staff compliance with TSA security regulations.

- Review and approve each formal request for airport-issued identification for unescorted access to the Aircraft Operation Area (AOA) and / or Security Identification Display Area (SIDA) as may be defined in the Airport Security Program; the review may include background checks when required by regulation

and/or policy; maintain related records and documentation as may be required, and shall make available such records to authorized representatives of the TSA when requested.

- Provide additional information or evidence of compliance as the TSA may request; provide proper dissemination of security-related correspondence and other communications to appropriate parties at the Airport and supporting law enforcement agencies when needed.

- Available to the TSA on a twenty-four (24) hour basis for security matters including, but not limited to, assisting Special Agents in performance of their duties at the Airport, act as an operational counterpart to TSA representatives, and provide access to the TSA personnel when appropriate.

- Responsible for compliance with State security directives and regulations promulgated by the Mass DOT Aeronautics Division and/or other State authorities with respect to Airport security matters; cooperate with State officials by implementing and enforcing applicable State security programs and mandates.

Airport Planning, Design, Construction, and Maintenance:

- Responsible for strategic planning with regard to space, equipment and other resource needs of the Airport and communicating those matters appropriately to the Commission.

- Establish and maintain a current Airport Layout Plan (ALP) and Master Plan for the development of the Airport subject to the approval of the Commission.

- Within the general parameters established in the approved Airport Master Plan, ensure the timely construction of those Airport facilities needed to accommodate the aviation needs of the City and State; incumbent seeks necessary funding from Federal or State sources.

- Ensure adequate and timely maintenance of Airport runways, facilities, buildings, and vegetation management plans (VMP).

- As required to accomplish the above, enlist or contract such professional, consultant, engineering, or construction assistance as approved by the Commission; supervise contract compliance and ensure timely and technically adequate performance of contractual requirements.

- Where Federal and/or State grant assistance is involved, ensure the timely application for aid, adequacy of documentation of grant agreements and compliance with conditions of grants; ensures timely processing of contract paperwork including payments to consultants, contractors and vendors.

- Responsible for ensuring that all relative City Ordinances, State and Federal guidelines, regulations and laws are being followed, including but not limited to: aviation, environment, security, law enforcement, etc.

- Determine safety of airfield and Airport; determine if Airport should be temporarily closed and coordinate with staff to ensure safe operating conditions, including the timely issuance of NOTAMS.

- Coordinate maintenance projects; communicate with contractors; ensure compliance, arrange, and participate in meetings.

- Work with tenants and customers to handle complaints, if necessary.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical

assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

MINIMUM QUALIFICATIONS

Education and Experience

- Master's degree in Aviation Management, Public Administration, Business Management or related field
- Seven years' experience, three of which have been in a supervisory capacity, in airport operations management (managing a facility similar or larger than the New Bedford Regional Airport), governmental management with emphasis on municipal management and budget preparation, or related field

Licensing/Certification

- Must be able to obtain Mass DOT Airport Manager's License in accordance with 702 CMR 5.04
- Ability to obtain AAAE Certified Member (C.M.) designation within three years of employment.
- Must possess a valid Massachusetts driver's license

SPECIAL REQUIREMENTS

Criminal Offender Record Investigation (CORI) background check mandatory.

OTHER JOB REQUIREMENTS

Must be able to pass Federal and State background security check as a result of working with highly sensitive areas.

SUPERVISORY RESPONSIBILITIES

This position has formal supervisory responsibilities over other employees, namely the Assistant Airport Manager. Supervisors are responsible for signing performance reviews.

The Airport Commission, using clearly defined criteria, shall evaluate the Manager annually in writing. The overall evaluation shall also include a written self-evaluation submitted to the Airport Commission by the Airport Manager.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The work environment and exposures described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The position is generally *sedentary*. Employees sit most of the time, but may walk or stand for brief periods with frequent tours of the airport. Occasional physical effort demanded in performing duties under varying and occasionally severe weather conditions and irregular hours. Vision at or correctable to normal ranges. Frequent bending, standing and lifting.

****

The City of New Bedford, MA is an Equal Opportunity Employer.

CITY OF SOUTH LAKE TAHOE
invites applications for the position of:

AIRPORT MANAGER

SALARY: $46.62 - $56.67 Hourly
$3,729.50 - $4,533.46 Biweekly
$8,080.57 - $9,822.49 Monthly
$96,966.90 - $117,869.86 Annually

OPENING DATE: 07/15/16

CLOSING DATE: 08/08/16 05:00 PM

DESCRIPTION:
*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

Summary Description
Under administrative direction of the City Manager or his designee, the Airport Manager directs, manages, supervises, and coordinates the activities and operations of the Lake Tahoe Airport in a safe and efficient manner in conformance with applicable FAA, TSA and California Division of Aeronautics requirements, market available space at the airport for rent or lease to compatible public and private businesses and organizations, ensure collection of all rents, fees and lease amounts owed the City, undertake special projects and studies as directed; coordinates activities with other City divisions, departments, and outside agencies; provides advice, counsel and assistance to management and City employees; and provides highly responsible and complex administrative support to the City Manager.

Identifying characteristics
The Airport Manager is considered a Division Manager with responsibility for the management of a Division that may include several line areas/sections or functional work groups of significant depth and complexity. Responsibilities include overall administration and implementation of a Division including development of Division objectives and design and implementation of supporting units, programs, processes, policies, and/or procedures to successfully achieve those objectives. Incumbents at this level exercise discretion in applying general goals and policy statements and in resolving organizational and service delivery problems. Incumbents organize and direct the work of subordinate staff, assume significant responsibility for a variety of personnel activities in such areas as selection, training, and disciplinary actions, and assume significant responsibility for the preparation and administration of the assigned budget.

EXAMPLES OF DUTIES:
The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Develops and implements, in conjunction with the department head, airport, goals and objectives; recommends and implements policies and procedures.

2. Coordinates airport activities with City and outside agencies and organizations; develops appropriate staff reports and recommendations regarding these operations.

3. Attends meetings as necessary on behalf of the City.

4. Administers, oversees and participates in the development of the airport work plan; assigns work activities, projects and programs; monitors work flow; reviews and evaluates work products, methods and procedures.

5. Develops and recommends a plan for the full use of airport land in ways that are compatible with the environment and promotes the generation of new revenue to offset operational costs.

6. Accurately, diligently and methodically manages the fiscal operation of the airport and leases of space at the airport as enterprise funds by balancing income and expenditures; ensures prompt and accurate payment of all debt owed the City at the airport; supervises and participates in the development and administration of the airport. Forecasts additional funds needed for staffing, equipment, materials and supplies; monitors and approves expenditures within designated budgetary limits and recommends adjustments to the division budget as may be necessary.

7. Monitors fees and charges for use of airport properties to ensure appropriate return for leased space.

8. Trains, motivates, regularly evaluates and supervises personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline in accordance with City personnel rules and regulations and in compliance with State law.

9. Makes public presentations before the City Council, City management or community organizations in relationship to assigned duties.

10. Develops, monitors, controls and evaluates airport programs, including acquisition of grants, maximizing revenues and minimizing expenses, to provide an effective overall financial program subject to review and approval by the City Manager and City Council.

11. Ensures staff is thoroughly trained and capable of fulfilling maintenance and safety responsibility including emergency and disaster response training; assures CFR vehicles meet requirements of FAA; insures the airport passes annual inspection by state and federal authorities.

12. Maintains knowledge of applicable federal, state and local regulations relating to airport operations.

13. Recommends policies and procedures for the lease and/or rent of City –owned properties at the airport and makes appropriate recommendations regarding disposition of properties.

14. Prepares, develops, reviews, updates, edits, and promulgates airport certification, land use, operations, security and emergency manuals; assures all appropriate and legally required logs and records are properly maintained.

15. Updates NOAA Facility Directory and assures NOTAMS reflecting current conditions and provides pilot alerts to assure safety and minimize legal liability.

16. Coordinates with other agencies as necessary regarding safety and emergency issues.

17. Plans for development, construction, and rehabilitation of facilities; assures quality control.

18. Researches and prepares technical and administrative reports and studies; prepares written correspondence as necessary.

19. Exercises care, tact and decorum in the performance of duties and keeps supervisor fully informed on all matters relating to the airport.

20. Demonstrates user and customer friendly skills in dealing with potential lessees and renters of space.

21. Prepares special reports as may be requested from time to time.

22. Performs related duties as required.

TYPICAL QUALIFICATIONS:
The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:
Principles and procedures of aircraft rescue and fire fighting. Basic aviation terminology and principles of flight.
Basic principles of the operation of local government.
Knowledge of FAA, TSA and California Division of Aeronautics advisories and regulations
Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
Principles and practices of local government organization, administration and personnel management. Principles and practices of budget preparation and administration.
Principles of supervision, training and performance evaluation. Pertinent local, State and Federal laws, rules and regulations.
Basic pavement, building, and grounds operational maintenance including special cold and wide temperature range considerations.
Basic elements of public-sector marketing desirable.

Ability to:
Analyze budget and technical reports. Interpret and evaluate staff reports.
Understand, interpret, and apply laws, regulations, and codes.
Observe performance of and evaluate assigned staff; supervise and train assigned personnel.
Provide solutions and problem solves division cost recommendations.
Remember and utilize personnel rules. Explain and interpret policy.
Plan, manage and control the administration and operations of functions under his/her supervision. Develop and implement division policies and procedures.
Gain cooperation through discussion and persuasion.
Ability and willingness to take direction and allocate work time efficiently and effectively.
Develop, control and administer division budget and expenditures and keep supervisor and City Council informed.
Analyze problems; identify alternative solutions; project consequences of proposed actions and implement recommendations in support of goals.
Interpret and apply City, County, State, regional, and Federal legislation including advisories, policies, procedures, rules and regulations.
Facilitate and support efforts and activities within adopted City Council policy that increases revenue to the airport operation, encourages investment of public and private capital in the airport operation.
Seek assistance of City departments to the extent needed to remove snow during winter

conditions to ensure safe access and use of the airport.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:
A Bachelor's degree from an accredited college or university with major course work in business administration, public administration, marketing, economics, airport management, or a related field.

Experience:
Four years of increasingly responsible experience in aviation management involving airport operations including one year of administrative and supervisory responsibility.

License or Certificate:
Possession of a valid California or Nevada driver's license. A pilot Certificate is preferred

SUPPLEMENTAL INFORMATION:
The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

FLSA Designation: Exempt

APPLICATIONS MAY BE FILED ONLINE AT:
http://www.cityofslt.us/jobs

Position #2016-14
AIRPORT MANAGER
EB

1901 Airport Road, Suite 205
South Lake Tahoe, CA 96150
(530) 542-6052

jemmett@cityofslt.us

CAREER CENTER

Airport Manager

Alamosa County

San Luis Valley Regional Airport is seeking an Airport Manager. This position is responsible to plan, manage, direct and participate in all airport activities. Responsible for all inspections, safety, compliance and maintenance at the Airport. Duties include grants management, budget preparation and compliance, and to develop and maintain airport certification, security and emergency manuals. Bachelor's degree in aviation management with 3 years of experience (10 years of experience in lieu of education is acceptable). Valid Colorado driver's license required. Valid Pilot's License issued by FAA is

Apply Now

To apply, follow the employer instructions.

Details

Posted:
July 14, 2016

desirable, ARFF certification is desirable. Salary range: $48,000 to $52,000 per year. Subject to background investigation and drug screening. Applications may be picked up at Alamosa County Human Resource Office located at 8900-A Independence Way or obtained on line at www.alamosacounty.org. Deadline for applications is Wednesday, July 27, 2016. Inquiries may be directed to 719-587-5166.

Interviews will be conducted on site with the Airport Board and County officials as the interview panel. Contact Wilma at 719-587-5166 for further information.

NOTES:

Additional Salary Information: Benefits include health, dental, vision and life insurance. Generous leave policy.

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About Alamosa County

Alamosa County is located in the San Luis Valley in Southern Colorado. It has a strong agricultural base with a broad appeal for tourism. Adams State University is based in Alamosa and Trinidad State Junior College has a campus there also.

Location:
Alamosa, Colorado

Salary:
48,000.00 - 52,000.00

Type:
Full Time - Experienced

How to Apply:
applications are available at www.alamosacounty.org

Categories:
Airport Development, Airport Manager/Exec. Dir./Pres./Ceo, Airport Planning

Preferred Education:
4 Year Degree

American Association of Airport Executives
The Barclay Building I 601 Madison Street I Alexandria, VA 22314

[P] 703.824.0504
[F] 703.820.1395

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SIGN IN SIGN UP

Airport Deputy Director - RAP
City of Rapid City

Apply Now

By using this feature you agree to our Terms and Conditions and Privacy Policy.

Details

Posted:
July 27, 2016

Location:
Rapid City, SD

Salary:
90,741.00 - 110,695.00

Type:
Full Time - Experienced

Category:
Airport Manager/Exec. Dir./Pres./Ceo

The Deputy Airport Director at the Rapid City Regional Airport assists in the direction, management, operations, facility maintenance and daily activities planning for the Rapid City Regional Airport.

Also directs airport operations including safety, security, emergency response, and federal certification compliance requirements. The incumbent will prepare, develop, maintain, coordinate and implement policies and procedures for day-to-day operations of the Airport as they relate to operations and security and ensure compliance with requirements as established by the airport board, city ordinances, state and federal regulations.

Preferred qualifications for this position include a bachelor's degree in business, public administration, planning, engineering, aviation management, or related field and five years of experience in airport facility maintenance or aviation operations. Master's degree in aviation management or related field is a plus. AAAE Airport Certified employee, Certified Member, and/or Accredited Airport Executive is desired.

To apply, visit the searches tab at www.adkexecutivesearch.com. Position closes 8/21/16.
Essential duties and responsibilities include the following:

- Directs airport operations including safety, security, emergency response, and federal certification compliance requirements. Performs all job duties in compliance with safety guidelines and with an ongoing awareness of safety practices.
- Prepares, develops, maintains coordinates and implements policies and procedures for the day-to-day operations of the Airport as they relate to operations and security and ensures compliance with requirements as established by the airport board, city ordinances, state and federal regulations.
- Directs the commercial airport certification program in accordance with Title 14, Code of Federal Regulations (CFR), Part 139 and applicable Advisory Circulars (AC); prepares, coordinates, implements, and ensures compliance with Airport Certification Manual. Serves as the airport's primary contact for Federal Aviation Administration (FAA) certification inspections and issues.
- Serves as designated Airport Security Coordinator as required by the Transportation Security Administration (TSA) and is the primary contact for security related activities and communications. Directs the commercial airport security program in accordance with 49 CFR, Part 1542 and applicable TSA Security Directives; prepares, coordinates, implements and ensures compliance with Airport Security Plan.
- Directs the Storm Water Pollution Prevention Plan; inspects, prepares reports, maintains records and ensures compliance.
- Directs the airport training program including FAA certification, TSA security, and hazardous wildlife management. Directs Wildlife Hazard Management Plan; mitigates wildlife hazards, prepares reports, maintains records and ensures compliance.
- Interacts with airfield tenants to ensure compliance with all applicable federal, state, and local regulations, policies and procedures.
- Interacts with others in the airport departments, the public, vendors or across other city departments to exchange detailed and/or technical information; and occasionally to conduct negotiations involving convincing the other party to do something to achieve a basic work related object.
- Monitors on-site construction, renovation, and new facility projects to ensure compliance with applicable FAA, TSA and EPA regulations. Works with engineering firms and with FAA to plan for changes to accommodate growth and serves as the owner's representative during project work and issues changes orders. Inspects facilities and airfield to detect deficiencies, prioritizes maintenance projects and confers with Deputy Director for Facilities and Maintenance regarding corrective action to be taken. Monitors progress to ensure effective correction of identified deficiencies or potential problems.
- Maintains records and prepares technical reports, including budgetary information. Provides informed input on matters relating to the annual operating and multi-year capital budgets; analyzes past expenditures, expected needs, future cost projections and sources of funding in order to develop detailed budgets; reviews YTD spending reports and monitors performance against plan during the entire budget cycle, recommending adjustments as necessary to achieve a desired balance at the end of the cycle; compiles statistics and prepares reports to provide information and assistance to the Director in evaluating airport operations; and maintains various financial records and prepares reports regarding financial status of cost centers and reconciles discrepancies.
- Manages and maintains airport IT systems such as flight information system, airport

website and the airport security camera system. Coordinate with City IT department for certain services and with vendors for various functions.

- Develops, plans and researches business development possibilities for the use of Rapid City Regional Airport property. Also provides key research and advice on the development of the airport for the Executive Director and Board.

Job Title: Airport Director
Starting Salary: $71,380 -77,459 DOQ
Status: Full-time position with benefits
Closing Date: June 16, 2016 at 5:00 p.m.

The Opportunity

Tooele County is looking for a highly skilled individual to administer complex and challenging supervisory, managerial and operational tasks related to the Tooele County Wendover Airport.

Located just off I-80 at the edge of the world famous Bonneville Salt Flats of Utah's west desert, the Wendover Airport is the most original remaining operational airport of the World War II era which accommodates military, commercial, and general aviation uses and also is a historic tourist site.

Through its operation, the Wendover Airport serves the aviation needs not only of Utah and Nevada but also much of the county. Passengers from around 70 cities, as far east as Wisconsin, deplane at the airport to enjoy the casinos, five star entertainment and dining only minutes away.

Minimum Qualifications

- Bachelor's degree from an accredited university in Aeronautical Science, Public Administration, Management, Engineering or the equivalent.

AND

- Five (5) years of experience as an airport manager, assistant airport manager or operations manager at a primary commercial service airport. Managerial and supervision and demonstrated interpersonal skills and the ability to interact with a wide range of disciplines.

Plus

Enhancing qualifications include but are not limited to MBA, Accreditation by the American Association of Airport Executives (AAAE), FAA private pilot certificate, financial/accounting background, personal computer skills, and corporate experience

Required Knowledge, Skills and Abilities:

Extensive knowledge of the principles and procedures involved in the operations of a primary commercial service airport. Extensive knowledge of safety considerations in the operation of an FAR Par 139 certificated airport. Thorough knowledge of aviation procedures and terminology. Considerable knowledge of the principles of public administration. Ability to plan and direct comprehensive airport operations programs. Ability to develop and implement safety operations, standards and practices and also support the historic and tourism objectives.

For specific information pertaining to this recruitment, contact Tita Adams at (435) 843-3157 or email at tadams@tooeleco.org

Applications and additional information are available at the
Tooele County Human Resource Office, Rm 308
47 South Main Street Tooele
or online at www.co.tooele.ut.us
Tooele County is a compliant EEO Employer

This announcement does not represent the entire job description. For a complete and thorough job description, please go to our web site www.co.tooele.ut.us

AGENDA SUMMARY GRAND COUNTY COUNCIL MEETING **September 20, 2016** Agenda Item: O	
TITLE:	Approving a letter to Moab City regarding a proposed annexation of multiple parcels located near 400N and Stewart Ln
FISCAL IMPACT:	N/A
PRESENTER(S):	Community Development Representative

Prepared By:
ZACHARIA LEVINE
GRAND COUNTY COMMUNITY DEVELOPMENT DIRECTOR

FOR OFFICE USE ONLY:

Attorney Review:

N/A

STATED MOTION :

I move to approve the letter to Moab City regarding a proposed annexation of multiple parcels of real property located near 400N and Stewart Lane.

PLANNING COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Approval

BACKGROUND:

The City of Moab has proposed an annexation of multiple parcels of land near the intersection of 400 North and Stewart Lane. The parcels include the existing sewage treatment facility and the location of the future sewage treatment facility. Staff sees no reason to object to the annexation.

ATTACHMENT(S):

1. Notice of proposed annexation
2. Proposed letter to City of Moab
3. Area Maps

NOTICE OF PROPOSED ANNEXATION

Notice is hereby given that a petition has been filed with the City of Moab, Utah, to annex 8.77 acres, more or less, of property located at approximately 400 North Stewart Lane and 1070 West 400 North, and more particularly described as follows:

A parcel of land within the Southwest Quarter of Section 35, Township 25 South, Range 21 East, and the Northwest Quarter of section 2, Township 26 South, Range 21 East, Salt Lake Base and Meridian, Grand County, Utah, being more particularly described as follows:
Beginning the South Quarter corner of Section 35, Township 25 South, Range 21 East, Salt Lake Base and Meridian and running thence South 440.0 feet; thence South 89°54' West 499.0 feet; thence North 440.0 feet; thence South 89°54'00" West 286.0 feet along the section line; thence North 338.00 feet; thence North 89°54'00"East 95.00 feet; thence North 10.00 feet; thence North 89°54'00" East 120.00 feet; thence South 10.00 feet; thence North 90°54'00" East 209.50 feet; thence South 175.00 feet; thence North 89°54'00"East 110.00 feet; thence South 163.00 feet; thence North 89°54'00" East 250.55 feet to the point of beginning.
Contains 382,166.5 sq. ft. OR 8.77 acres

Said petition was received by the Moab City Council on August 9, 2016 and certified by the Moab City Recorder on August 10, 2016 which certification states the petition meets the requirements of Title 10-2-403(2), (3) and (4) of the Utah Code Annotated as follows:

1) That said petition contain the signatures of, if all the real property within the area proposed for annexation is owned by a public entity other than the federal government, the owners of all the publicly owned real property, or the owners of private real property that:
   i. is located within the area proposed for annexation;
   ii. a. Subject to Subsection (3)(b)(ii)(C), covers a majority of the private land area within the area proposed for annexation;
      b. covers 100% of rural real property as that term is defined in Section 17B-2a-1107 within the area proposed for annexation;
      c. covers 100% of the private land area within the area proposed for annexation, if the area is within an agriculture protection area created under Title 17, Chapter 41, Agriculture and Industrial Protection Areas, or a migratory bird production area created under Title 23, Chapter 28, Migratory Bird Production Area; and
   iii. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation;
2) That said petition was accompanied by an accurate and recordable plat or map prepared by a licensed surveyor of the area proposed for annexation;
3) That said petition was accompanied by a copy of the notice sent to affected entities and a list of the affected entities to which notice was sent;
4) If the petition proposes the annexation of an area located in a county that is not the county in which the proposed annexing municipality is located, be accompanied by a copy of the resolution, required under Subsection 10-2-402(6), of the legislative body of the county in which the area is located; and

5) Designate up to five of the signers of the petition as sponsors, one of whom shall be designated as the contact sponsor, and indicate the mailing address of each sponsor; and
6) That no previous petition for annexation has been filed which has not been denied, rejected, or granted for the proposed annexation area;

A copy of the complete annexation petition is available for inspection and copying at the office of the Moab City Recorder, 217 East Center Street, Moab, UT 84532, between the hours of 8:00 a.m. – 5:00 p.m., Monday through Friday, except holidays.

Moab City may grant the petition and annex the area described in the petition, unless a written protest to the annexation petition is filed with the Grand County Boundary Commission and a copy of the protest delivered to the Moab City Recorder. The protest period will be 30 days from the date of certification and will end on September 12, 2016.

Protests may be filed with the Grand County Boundary Commission, c/o Grand County Clerk's Office, 125 E. Center St., Moab, UT 84532, between the hours of 8:00 a.m. – 5:00 p.m., Monday through Friday, except holidays.

Protests may be filed with the Boundary Commission by the legislative body or the governing board of an affected entity.

Dated this 10th day of August, 2016.

/s/ Rachel Stenta
City Recorder

Published in the TIMES INDEPENDENT August 18, 25 and September 1, 2016.

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

September 20, 2016

Mrs. Rachel Stenta
City of Moab Recorder
217 E. Center Street
Moab, UT 84532

Dear Mrs. Stenta:

This letter is sent to the City of Moab regarding the proposed annexation of multiple parcels of real property located approximately at the intersection of 400 North and Stewart Lane.

The Grand County Boundary Commission did not receive any valid protests and, therefore, did not meet to evaluate the proposed annexation.

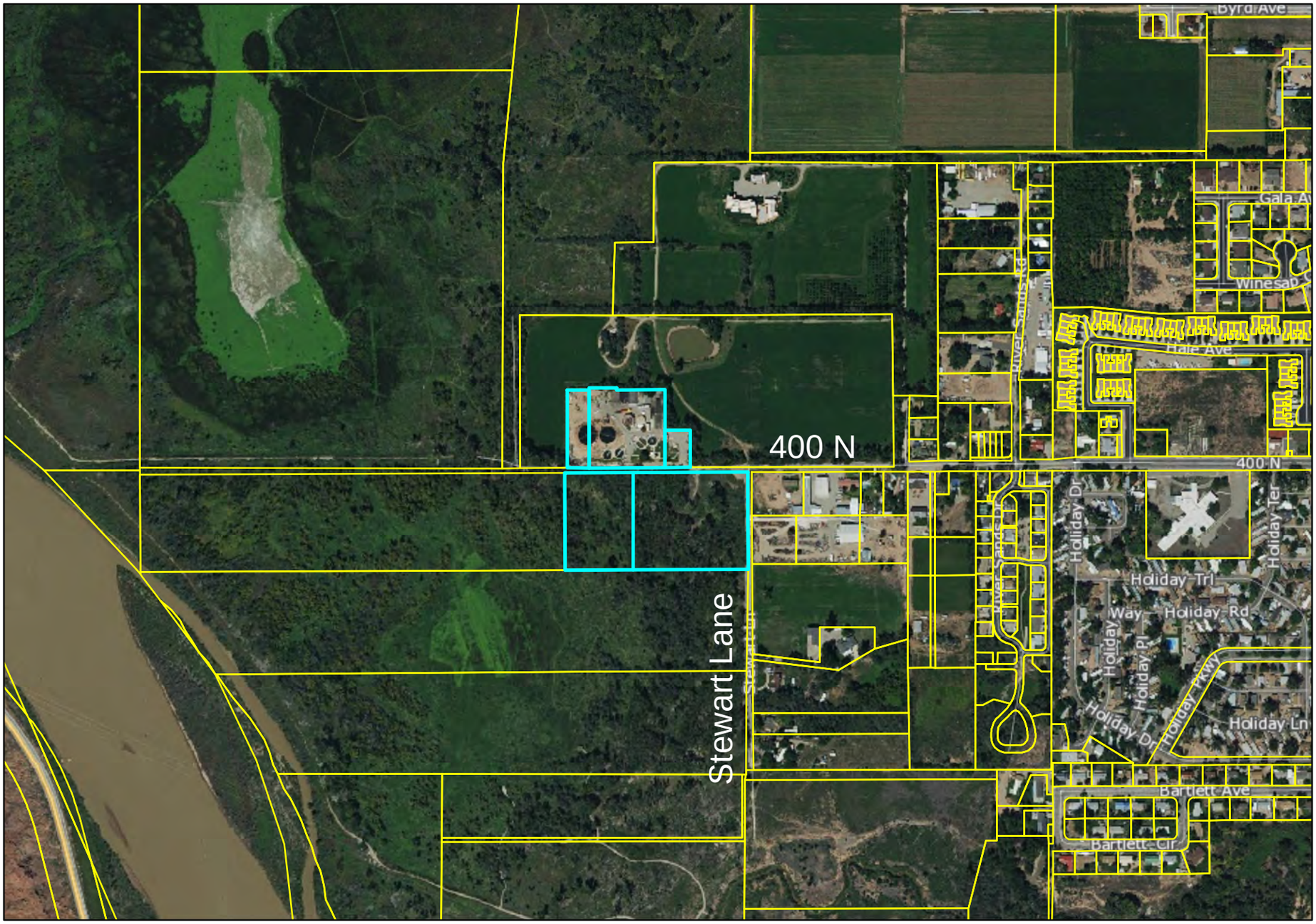
The Grand County Council supports the annexation knowing that it is associated with the construction of a new sewage treatment facility.

Please do not hesitate to contact our Council Administrator at (435) 259-1347 should you have any questions.

Sincerely,

Elizabeth A. Tubbs, Chair
Grand County Council

Proposed Annexation - City of Moab



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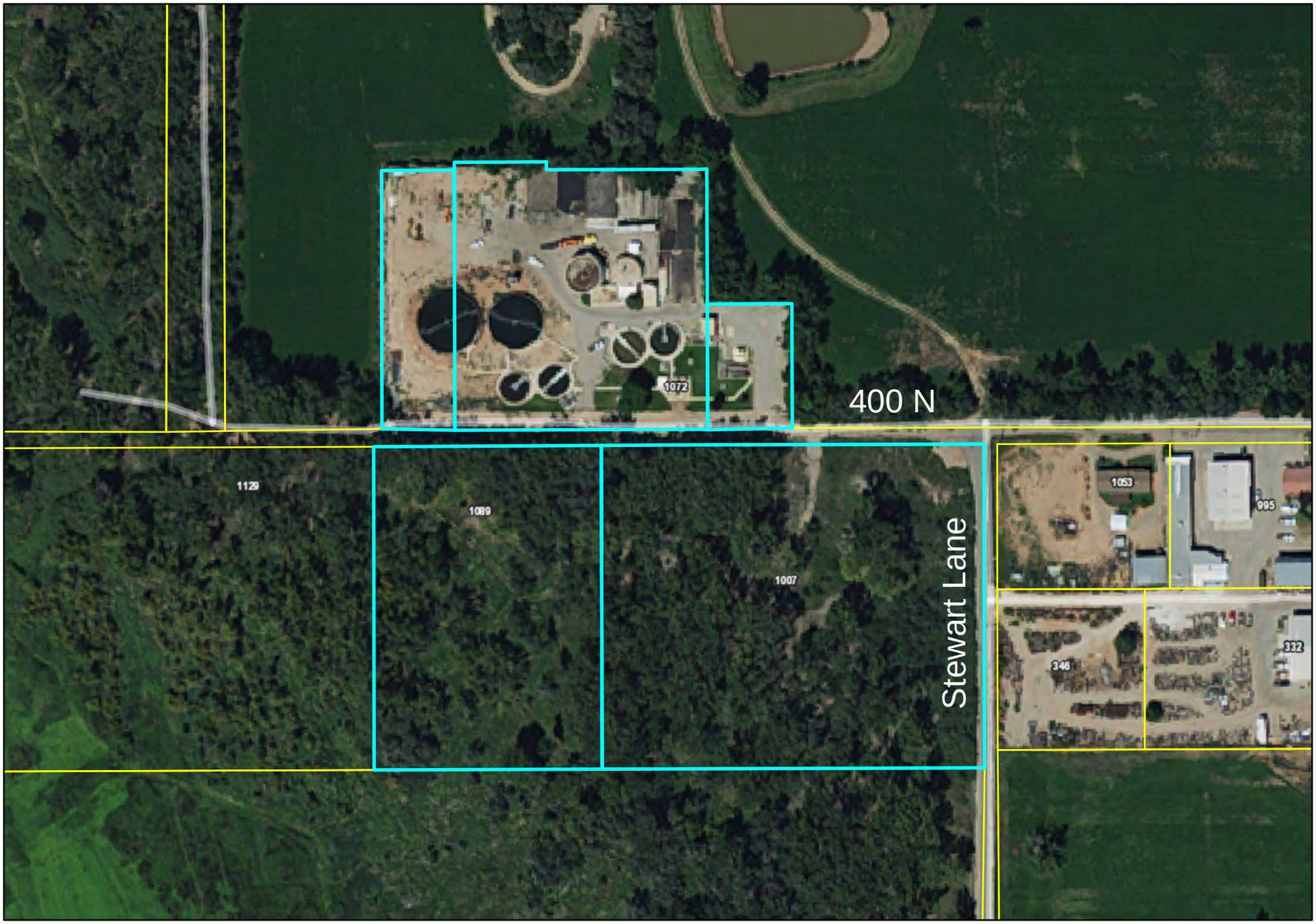
Proposed Annexation - City of Moab



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AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

SEPTEMBER 20, 2016

Agenda Item: P

TITLE:	Adopting Proposed Resolution Approving Percentage Allocations to Districts for Funds to Be Received in Calendar Year 2017 from: 1. UDOT-Appropriated Mineral Lease Funds 2. DWS-Appropriated Mineral Lease Funds 3. State PILT (Payment in Lieu of Taxes)
FISCAL IMPACT:	None
PRESENTER(S):	Ruth Dillon, Council Administrator and Chairwoman Tubbs

Prepared By:

Ruth Dillon
Council Administrator
(435) 259-1347
rdillon@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

None requested (resolution was corrected in 2015 to match State Code)

RECOMMENDATION:

I move to adopt the proposed resolution specifying the percentage allocation, as follows, of UDOT-Appropriated Mineral Lease Funds, DWS-Appropriated Mineral Lease Funds, and State PILT Funds, such funds to be received by the Districts from the State during calendar year 2017, and authorize the Chair to sign all associated documents:

I. UDOT-Appropriated Mineral Lease:

__67__ % to the Canyonlands Health Care District
__23__ % to the Recreation District
__10__ % to the Transportation District
_____ % to the Solid Waste District

II. DWS-Appropriated Mineral Lease (formerly erroneously referred to as Mineral Bonus):

_____ % to the Canyonlands Health Care District
__100__ % to the Recreation District
_____ % to the Transportation District
_____ % to the Solid Waste District

III. State PILT:

_____ % to the Canyonlands Health Care District
__40__ % to the Recreation District
__50__ % to the School District
__10__ % to the Transportation District
_____ % to the Solid Waste District

BACKGROUND:

Per State Code, the County Council is the body that determines the annual allocation of Mineral Lease Account Funds (both from Utah Department of Transportation's 40% pot and from Utah Department of Workforce Services' (DWS') 5% pot) as well as State PILT to eligible entities within Grand County.

Attached for comparison is a spreadsheet showing allocations received by each District from calendar years 2011 through July 2016, as well as District requests for receipts during calendar year 2017. Also attached is a flowchart created by the State indicating mineral lease funds allocation and associated State Code.

ATTACHMENT(S):

1. Spreadsheet of allocations received by Districts, 2011 through July 2016
2. Draft resolution allocating Mineral Lease Funds and State PILT Funds

(clean and redlined against 2016 resolution)

3. Mineral Lease Funds Allocation Chart
4. Resolution 2896 Covenanting to not Impair Mineral Lease Revenues of CHCSSD

CORRECTED 9/19/2016

		District Requests for 2017	2016 (first 7 months)		2015		2014		2013		2012		2011	
Canyonlands Health Care SSD														
UDOT-Appropriated Mineral Lease	*	Requesting same % as 2016	66.66%	$153,030.16	66.66%	$1,053,929	66.66%	$1,505,711	66.66%	$1,254,967	33.33%	$219,874	33.33%	$186,437
DWS-Appropriated Mineral Lease	**								10.00%	$58,143				
State PILT	#						50%	$143,020	50%	$144,462	40%	$112,806	40%	$109,995
			Total for 7 months		**Total**	**$1,053,929**	**Total**	**$1,648,731**	**Total**	**$1,457,572**	**Total**	**$332,680**	**Total**	**$296,432**
Recreation SSD														
UDOT-Appropriated Mineral Lease	*	Requesting same % as 2016												
DWS-Appropriated Mineral Lease	**		100%	$98,184.41	100%	$338,000	90%	$620,974	90.00%	$523,287	100.00%	$550,000	100.00%	$600,000
State PILT	#		40%	$114,778.80	30%	$86,373					10%	$28,202	10%	$27,499
			Total for 7 months	**$212,963.21**	**Total**	**$424,373**	**Total**	**$620,974**	**Total**	**$523,287**	**Total**	**$578,202**	**Total**	**$627,499**
School District														
UDOT-Appropriated Mineral Lease	*	Requesting same % as 2016												
DWS-Appropriated Mineral Lease	**													
State PILT	#		50%	$143,473.50	50%	$143,956	50%	$143,020	30%	$86,677	30%	$84,605	30%	$82,496
USFS Secure Rural Schools	~		50%	$19,690.15	50%	$20,372	50%	$23,202	50%	$26,232	50%	$34,079	50%	$39,217
			Total for 7 months	**$163,163.65**	**Total**	**$164,327**	**Total**	**$166,222**	**Total**	**$112,910**	**Total**	**$118,684**	**Total**	**$121,714**
Transportation SSD														
UDOT-Appropriated Mineral Lease	*	Requesting same % as 2016	33.33%	$101,043.47	33.33%	$527,123	33.33%	$741,619	33.33%	$626,171	33.33%	$219,874	33.33%	$186,437
DWS-Appropriated Mineral Lease	**													
State PILT	#		10%	$28,694.70	20%	$57,582			20%	$57,785	20%	$56,403	20%	$54,998
USFS Secure Rural Schools	~		50%	$18,690.15	50%	$20,372	50%	$23,202	50%	$26,232	50%	$34,079	50%	$39,217
			Total for 7 months	**$148,428.32**	**Total**	**$605,077**	**Total**	**$764,821**	**Total**	**$710,189**	**Total**	**$310,356**	**Total**	**$280,652**
Solid Waste SSD														
UDOT-Appropriated Mineral Lease	*	Will make request on 9/20/2016									33.33%	$219,874	33.33%	$186,437
DWS-Appropriated Mineral Lease	**				-	-	10%	$68,997	-	-	-	-	-	-
State PILT	#													
Transient Room Tax	^		$370,000 budgeted	$370,000.00	$270,000 budgeted	$270,000	100%	$170,000	100%	$151,100	-	-	-	-
			Total TRT for 2 qtrs	**$370,000.00**	**Total TRT for 4 qtrs**	$270,000	**Total**	**$238,997**	**Total**	**$151,100**	**Total**	**$219,874**	**Total**	**$186,437**
			RES 3057		RES 3029	RES 3028	RES 3010	RES 3011	RES 2986	RES 2985	RES 2962	RES 2963	RES 2939	RES 2940

DWS-Appropriated and UDOT-Appropriated Mineral Lease figures represent payments received by the State during the *calendar* year shown

* UDOT-Appropriated Mineral Lease was formerly referred to by Grand County as Mineral Lease (ML); disbursed approx *monthly* (12 pmts) from the State directly to Districts per County Council allocation by resolution

** DWS-Appropriated Mineral Lease was formerly erroneously referred to by Grand County as Mineral Bonus; disbursed *quarterly* from the State directly to Districts per County Council allocation by resolution

\# State PILT: Disbursed by the County Treasurer *annually* to the Districts per County Council allocation by resolution

~ U.S. Forest Service Secure Rural Schools: Disbursed *annually* (typically) from the federal government directly to Districts per County Council action; a limited federal program

^ Transient Room Tax: Disbursed *quarterly* by the County Clerk/Auditor per County Council budget adoption

RESOLUTION NO. ____

A RESOLUTION OF THE GRAND COUNTY COUNCIL ALLOCATING MINERAL LEASE FUNDS AND STATE PILT RECEIVED DURING CALENDAR YEAR 2017 TO BE APPROPRIATED BY THE STATE OF UTAH DURING FISCAL YEARS 2017 and 2018

WHEREAS, Section 59-21-2-(2)(a) Utah Code Annotated established a Mineral Lease Account and provides for the distribution of monies received by the State of Utah from the United States under the provisions of the Act of Congress of February 25, 1920, known as the "Mineral Lands Leasing Act of 1920", 30 U.S.C. Sec. 191; and

WHEREAS, Section 59-21-2-(2) Utah Code Annotated enumerates the requirements associated with the allocation of monies from the Mineral Lease Account to Utah counties; and

I. Regarding UDOT-Appropriated Mineral Lease Funds:

WHEREAS, Section 59-21-2-(2)(h)(i) of the Utah Code Annotated states *(emphasis added)* "The Legislature shall annually appropriate to the Department of Transportation 40% of all deposits made to the Mineral Lease Account to be distributed as provided in Subsection (2)(h)(ii) to:

(A) counties;
(B) special service districts established:
(I) by counties;
(II) under Title 17D, Chapter 1, Special Service District Act; and
(III) for the purpose of constructing, repairing, or maintaining roads; or
(C) special service districts established:
(I) by counties;
(II) under Title 17D, Chapter 1, Special Service District Act; and
(III) for other purposes authorized by statute"; and

WHEREAS, Section 59-21-2-(2)(h)(ii) of the Utah Code Annotated states *(emphasis added)* "The Department of Transportation shall allocate the funds specified in Subsection (2)(h)(i):

(A) in amounts proportionate to the amount of mineral lease money generated by each county; and

(B) to a county or *special service district established by a county* under Title 17D, Chapter 1, Special Service District Act, *as determined by the county legislative body*"; and

WHEREAS, this allocation shall be known as "UDOT-Appropriated Mineral Lease Funds," more specifically described in 59-21-2(2)(a)-(k); and

II. Regarding DWS-Appropriated Mineral Lease Account Funds:

WHEREAS, Section 59-21-2-(2)(i)(i) of the Utah Code Annotated states *(emphasis added)* "The Legislature shall annually appropriate 5% of all deposits made to the Mineral Lease Account to the Department of Workforce Services (DWS) to be distributed as provided in Subsection (2)(i)(i) to:

(A) special service districts established:
(I) by counties;
(II) under Title 17D, Chapter 1, Special Service District Act; and
(III) for the purpose of constructing, repairing, or maintaining roads; or
(B) special service districts established:
(I) by counties;
(II) under Title 17D, Chapter 1, Special Service District Act; and
(III) for other purposes authorized by statute"; and

WHEREAS, Special Service Districts established by Grand County under Title 17D, Chapter 1, Special Service District Act meet the requirements contained in Section 59-21-2-(2)(i)(ii) of the Utah Code and are eligible for appropriations of said funds in accordance with Section 59-21-2-(2)(i)(iv); and

WHEREAS, Section 59-21-2-(2)(i)(iv)(B) of the Utah Code Annotated states *(emphasis added)* "(B) after making the allocations described in Subsection (2)(i)(iv)(A), *distribute the allocated revenues to special service districts established by the counties under Title 17D, Chapter 1, Special Service District Act*, as determined by the executive director of the Department of Workforce Services after consulting with the *county legislative bodies of the counties meeting the requirements of Subsections (2)(i)(ii) and (iii)*"; and

WHEREAS, this allocation shall be known as "DWS-Appropriated Mineral Lease Funds" more specifically described in 59-21-2-(1)(a)-(d); and

III. Regarding State PILT (Payment in Lieu of Taxes):

WHEREAS, Section 59-21-2-(2)(j)(i) of the Utah Code Annotated states *(emphasis added)* "The Legislature shall annually make the following appropriations from the Mineral Lease Account:

(A) an amount equal to 52 cents multiplied by the number of acres of school or institutional trust lands, lands owned by the Division of Parks and Recreation, and lands owned by the Division of Wildlife Resources that are not under an in lieu of taxes contract, to each county in which those lands are located; and

WHEREAS, Section 59-21-2-(2)(j)(ii) of the Utah Code Annotated states *(emphasis added) "A county receiving money under Subsection (2)(j)(i) may, as determined by the county legislative body, distribute the money or a portion of the money to:*

(A) special service districts established by the county under Title 17D, Chapter 1, Special Service District Act;
(B) school districts; or
(C) public institutions of higher education"; and

WHEREAS, this allocation shall be known as "State PILT"; and

WHEREAS, the Grand County Council wishes to allocate these Mineral Lease Funds and State PILT according to the provisions of Sections 59-21-2 Utah Code Annotated;

NOW, THEREFORE, BE IT RESOLVED BY THE GRAND COUNTY COUNCIL, STATE OF UTAH, THAT UDOT-Appropriated Mineral Lease Funds, DWS-Appropriated Mineral Lease Funds, and State PILT, each received by the State during calendar year 2017 shall be distributed in the following manner:

I. UDOT-Appropriated Mineral Lease:

__67%__ of funds received in calendar year 2017 shall be allocated to the Canyonlands Health Care Special Service District.

__23%__ of funds received in calendar year 2017 shall be allocated to the Grand County Recreation Special Service District No. 1.

__10%__ of funds received in calendar year 2017 shall be allocated to the Grand County Transportation Special Service District.

__0 %__ of funds received in calendar year 2017 shall be allocated to the Solid Waste Management Special Service District No. 1.

__0 %__ of funds received in calendar year 2017 shall be allocated to the Arches Special Service District

Further, County Staff shall provide the Utah Department of Transportation a copy of this resolution as notification of the Grand County Council's 2017 allocation of UDOT-Appropriated Mineral Lease Funds.

II. DWS-Appropriated Mineral Lease:

__0 %__ of funds received in calendar year 2017 shall be allocated to the Canyonlands Health Care Special Service District.

__100 %__ of funds received in calendar year 2017 shall be allocated to the Grand County Recreation Special Service District No. 1.

__0 %__ of funds received in calendar year 2017 shall be allocated to the Grand County Transportation Special Service District.

__0 %__ of funds received in calendar year 2017 shall be allocated to the Solid Waste Management Special Service District No. 1.

__0 %__ of funds received in calendar year 2017 shall be allocated to the Arches Special Service District

Further, County Staff shall provide the Utah Department of Workforce Services a copy of this resolution as notification of the Grand County Council's 2017 allocation of DWS-Appropriated Mineral Lease Funds.

III. State PILT:

__ %__ of funds received in calendar year 2017 shall be allocated to the Canyonlands Health Care Special Service District.

_40 %_ of funds received in calendar year 2017 shall be allocated to the Grand County Recreation Special Service District No. 1.

_50 %_ of funds received in calendar year 2017 shall be allocated to the Grand County School District.

_10 %_ of funds received in calendar year 2017 shall be allocated to the Grand County Transportation Special Service District.

_0 %_ of funds received in calendar year 2016 shall be allocated to the Solid Waste Management Special Service District No. 1.

_0 %_ of funds received in calendar year 2017 shall be allocated to the Arches Special Service District

_0 %_ of funds received in calendar year 2017 shall be allocated to the Utah State University

Further, County Staff shall provide the Grand County Treasurer's Office a copy of this resolution as notification of the Grand County Council's 2017 allocation of State PILT.

PASSED AND APPROVED THIS 20th DAY OF SEPTEMBER, 2016, BY THE FOLLOWING VOTE:

AYE: _____

NAY: _____

ABSENT: _____

ATTEST: GRAND COUNTY COUNCIL

_____ _____

Diana Carroll, Clerk/Auditor Elizabeth A. Tubbs, Chair

RESOLUTION NO. 3057

A RESOLUTION OF THE GRAND COUNTY COUNCIL ALLOCATING MINERAL LEASE FUNDS AND STATE PILT RECEIVED DURING CALENDAR YEAR 2016 TO BE APPROPRIATED BY THE STATE OF UTAH DURING FISCAL YEARS 2016 AND 2017

WHEREAS, Section 59-21-2-(2)(a) Utah Code Annotated established a Mineral Lease Account and provides for the distribution of monies received by the State of Utah from the United States under the provisions of the Act of Congress of February 25, 1920, known as the "Mineral Lands Leasing Act of 1920", 30 U.S.C. Sec. 191; and

WHEREAS, Section 59-21-2-(2) Utah Code Annotated enumerates the requirements associated with the allocation of monies from the Mineral Lease Account to Utah counties; and

I. Regarding UDOT-Appropriated Mineral Lease Funds:

WHEREAS, Section 59-21-2-(2)(h)(i) of the Utah Code Annotated states *(emphasis added)* "The Legislature shall annually appropriate to the Department of Transportation 40% of all deposits made to the Mineral Lease Account to be distributed as provided in Subsection (2)(h)(ii) to:

(A) counties;

(B) special service districts established:

(I) by counties;

(II) under Title 17D, Chapter 1, Special Service District Act; and

(III) for the purpose of constructing, repairing, or maintaining roads; or

(C) special service districts established:

(I) by counties;

(II) under Title 17D, Chapter 1, Special Service District Act; and

(III) for other purposes authorized by statute"; and

WHEREAS, Section 59-21-2-(2)(h)(ii) of the Utah Code Annotated states *(emphasis added)* "The Department of Transportation shall allocate the funds specified in Subsection (2)(h)(i):

(A) in amounts proportionate to the amount of mineral lease money generated by each county; and

(B) to a county or *special service district established by a county* under Title 17D, Chapter 1, Special Service District Act, *as determined by the county legislative body*"; and

WHEREAS, this allocation shall be known as "UDOT-Appropriated Mineral Lease Funds," more specifically described in 59-21-2(2)(a)-(k); and

II. Regarding DWS-Appropriated Mineral Lease Account Funds:

WHEREAS, Section 59-21-2-(2)(i)(i) of the Utah Code Annotated states *(emphasis added)* "The Legislature shall annually appropriate 5% of all deposits made to the Mineral Lease Account to the Department of Workforce Services (DWS) to be distributed as provided in Subsection (2)(i)(i) to:

(A) special service districts established:
(I) by counties;
(II) under Title 17D, Chapter 1, Special Service District Act; and
(III) for the purpose of constructing, repairing, or maintaining roads; or
(B) special service districts established:
(I) by counties;
(II) under Title 17D, Chapter 1, Special Service District Act; and
(III) for other purposes authorized by statute"; and

WHEREAS, Special Service Districts established by Grand County under Title 17D, Chapter 1, Special Service District Act meet the requirements contained in Section 59-21-2-(2)(i)(ii) of the Utah Code and are eligible for appropriations of said funds in accordance with Section 59-21-2-(2)(i)(iv); and

WHEREAS, Section 59-21-2-(2)(i)(iv)(B) of the Utah Code Annotated states *(emphasis added)* "(B) after making the allocations described in Subsection (2)(i)(iv)(A), *distribute the allocated revenues to special service districts established by the counties under Title 17D, Chapter 1, Special Service District Act*, as determined by the executive director of the Department of Workforce Services after consulting with the *county legislative bodies of the counties meeting the requirements of Subsections (2)(i)(ii) and (iii)*"; and

WHEREAS, this allocation shall be known as "DWS-Appropriated Mineral Lease Funds" more specifically described in 59-21-2-(1)(a)-(d); and

III. Regarding State PILT (Payment in Lieu of Taxes):

WHEREAS, Section 59-21-2-(2)(j)(i) of the Utah Code Annotated states *(emphasis added)* "The Legislature shall annually make the following appropriations from the Mineral Lease Account:

(A) an amount equal to 52 cents multiplied by the number of acres of school or institutional trust lands, lands owned by the Division of Parks and Recreation, and lands owned by the Division of Wildlife Resources that are not under an in lieu of taxes contract, to each county in which those lands are located; and

WHEREAS, Section 59-21-2-(2)(j)(ii) of the Utah Code Annotated states *(emphasis added) "A county receiving money under Subsection (2)(j)(i) may, as determined by the county legislative body, distribute the money or a portion of the money to:*

(A) special service districts established by the county under Title 17D, Chapter 1, Special Service District Act;
(B) school districts; or
(C) public institutions of higher education"; and

WHEREAS, this allocation shall be known as "State PILT"; and

WHEREAS, the Grand County Council wishes to allocate these Mineral Lease Funds and State PILT according to the provisions of Sections 59-21-2 Utah Code Annotated;

NOW, THEREFORE, BE IT RESOLVED BY THE GRAND COUNTY COUNCIL, STATE OF UTAH, THAT UDOT-Appropriated Mineral Lease Funds, DWS-Appropriated Mineral Lease Funds, and State PILT, each received by the State during calendar year 2016 shall be distributed in the following manner:

I. UDOT-Appropriated Mineral Lease:

2017 2016

67% ~~66.6 %~~ of funds received in calendar year 2016 shall be allocated to the Canyonlands Health Care Special Service District.

23% ~~0 %~~ of funds received in calendar year 2016 shall be allocated to the Grand County Recreation Special Service District No. 1.

10% ~~33.3 %~~ of funds received in calendar year 2016 shall be allocated to the Grand County Transportation Special Service District.

0 % of funds received in calendar year 2016 shall be allocated to the Solid Waste Management Special Service District No. 1.

Further, County Staff shall provide the Utah Department of Transportation a copy of this resolution as notification of the Grand County Council's 2016 allocation of UDOT-Appropriated Mineral Lease Funds.

II. DWS-Appropriated Mineral Lease:

0 % of funds received in calendar year 2016 shall be allocated to the Canyonlands Health Care Special Service District.

100 % of funds received in calendar year 2016 shall be allocated to the Grand County Recreation Special Service District No. 1.

0 % of funds received in calendar year 2016 shall be allocated to the Grand County Transportation Special Service District.

0 % of funds received in calendar year 2016 shall be allocated to the Solid Waste Management Special Service District No. 1.

Further, County Staff shall provide the Utah Department of Workforce Services a copy of this resolution as notification of the Grand County Council's 2016 allocation of DWS-Appropriated Mineral Lease Funds.

III. State PILT:

___% of funds received in calendar year 2016 shall be allocated to the Canyonlands Health Care Special Service District.

40 % of funds received in calendar year 2016 shall be allocated to the Grand County Recreation Special Service District No. 1.

50 % of funds received in calendar year 2016 shall be allocated to the Grand County School District.

10 % of funds received in calendar year 2016 shall be allocated to the Grand County Transportation Special Service District.

___% of funds received in calendar year 2016 shall be allocated to the Solid Waste Management Special Service District No. 1.

Further, County Staff shall provide the Grand County Treasurer's Office a copy of this resolution as notification of the Grand County Council's 2016 allocation of State PILT.

PASSED AND APPROVED THIS 6th DAY OF OCTOBER, 2015, BY THE FOLLOWING VOTE:

AYE: *Ballantyne, Hawks, Jackson, Paxman, Tubbs*

NAY: *Baird, McGann*

ABSENT: _____

ATTEST:

Diana Carroll

Diana Carroll, Clerk/Auditor

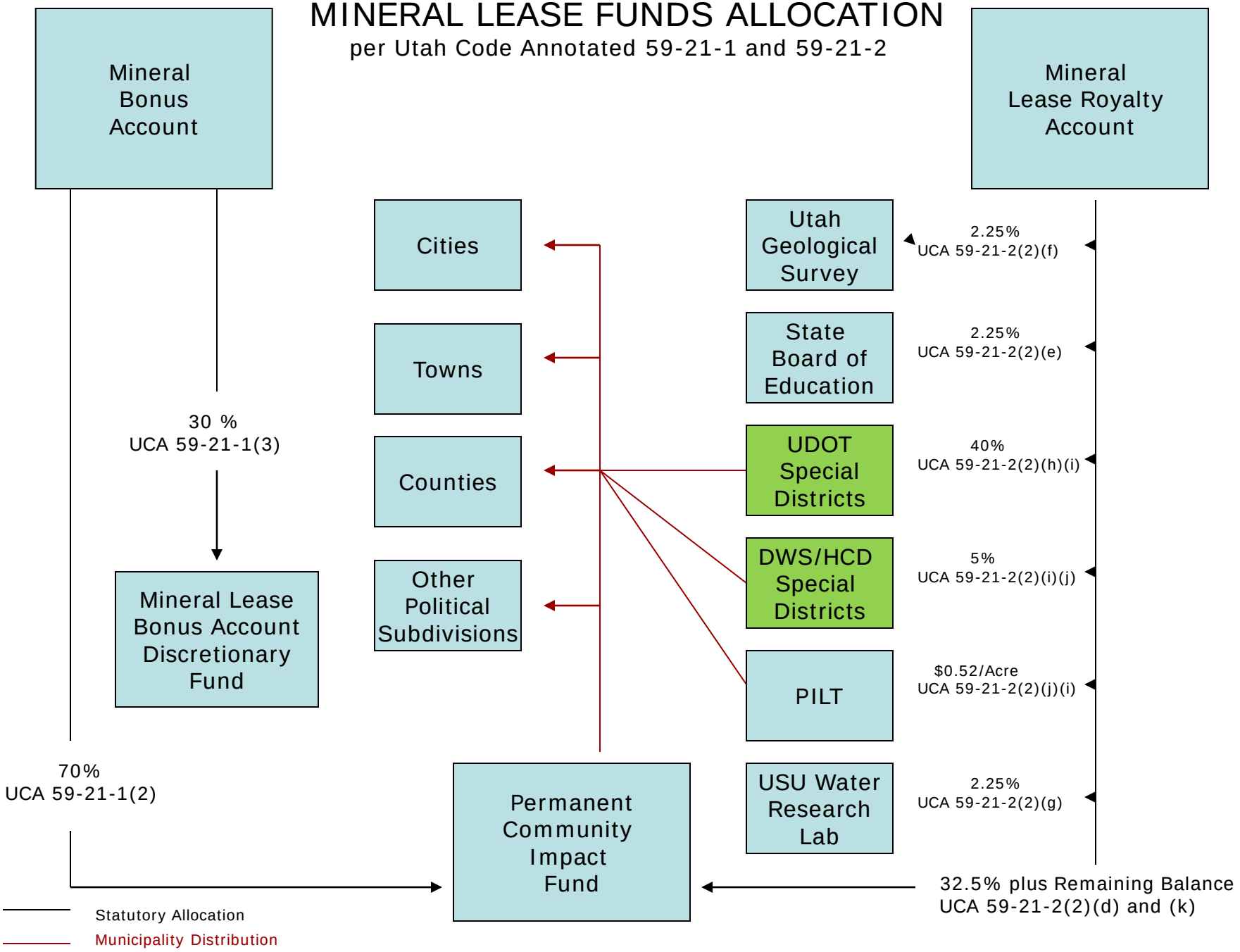
GRAND COUNTY COUNCIL

Elizabeth A. Tubbs

Elizabeth A. Tubbs, Chair

MINERAL LEASE FUNDS ALLOCATION

per Utah Code Annotated 59-21-1 and 59-21-2



GRAND COUNTY, UTAH
COUNTY COUNCIL
JUNE 30, 2009

RESOLUTION NO. 2896

A RESOLUTION COVENANTING TO NOT IMPAIR THE MINERAL LEASE REVENUES OF THE CANYONLANDS HEALTH CARE SPECIAL SERVICE DISTRICT SO AS TO NEGATIVELY IMPACT SAID DISTRICT'S ABILITY TO REPAY ITS $2,173,000.00 MINERAL LEASE REVENUE BONDS, SERIES 2009; AND RELATED MATTERS.

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

WHEREAS, the County has previously authorized and directed the creation of the Canyonlands Health Care Special Service District, Grand County, Utah (the "District") pursuant to the provisions of a resolution (the "Creating Resolution"); and

WHEREAS, pursuant to the direction of the County Council (the "County Council) contained in the Creating Resolution, the District has been duly and regularly created, established, and is organized and existing under and by virtue of the provisions of the Constitution and laws of the State of Utah, including, in particular, the provisions of the Utah Special Service District Act, Title 17D, Chapter 1, Utah Code Annotated 1953, as amended (the "Act"); and

WHEREAS, under the Creating Resolution, the objects and purposes for which the District has been founded and incorporated are to acquire, improve or extend one or more projects and to finance their costs in accordance with the procedures and subject to the limitations of the Act and the Utah Local Government Bonding Act, Title 11, Chapter 14 Utah Code Annotated 1953, as amended, in order to accomplish the public purpose for which the District exists; and

WHEREAS, the District desires to finance, in part, construction of a Long Term Care facility and related improvements (the "Project"); and

WHEREAS, the District does not have the funds on hand to pay the cost of financing the Project; and

WHEREAS, the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, provides that the Administrative Control Board of the District may issue non-voted revenue bonds payable solely from certain federal mineral lease payments which are to be distributed to special service districts, including the District, in accordance with state law; and

WHEREAS, based upon the information available to the District, the federal mineral lease payments to be distributed to the District will produce sufficient Revenues (as defined in the District's Bond Resolution) to pay the debt service on the Outstanding Bonds and on the proposed $2,173,000.00 Mineral Lease Revenue Bonds, Series 2009 Bonds (the "Series 2009 Bonds); and

WHEREAS, the average annual installments of principal and interest on the Series 2009 Bonds and all bonds issued on a parity therewith shall not at any one time exceed 80% of the Revenues received by the District during the fiscal year immediately preceding the fiscal year in which the Series 2009 Bonds are authorized and issued; and

WHEREAS, the County has previously committed to allocate to the District a portion of the mineral lease revenues which special service districts in the County receive; and

WHEREAS, the State of Utah has covenanted that it will not take actions that will limit or impair the Revenues pledged to repay mineral lease revenue bonds of special service districts; and

WHEREAS, the purchaser of the Series 2009 Bonds desires that the County, like the State of Utah, covenant that the County will not take actions that will limit or impair the Revenues of the District pledged to repay the Series 2009 Bonds; and

WHEREAS, the County acknowledges that such a covenant is desirable to enable the District to market bonds and exercise the powers granted to the District:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF GRAND COUNTY, UTAH AS FOLLOWS:

Section 1. All action heretofore taken (not inconsistent with the provisions of this Resolution, or the Creating Resolution) by the County Council and by the officers of the County directed toward the creation and establishment of the District and the financing of the Project by the District are hereby ratified, approved and confirmed.

Section 2. In accordance with Section 11-14-308(4), Utah Code Annotated 1953, as amended, Grand County acknowledges that the State of Utah pledges and agrees with the owners of the Series 2009 Bonds that it will not alter, impair or limit the Revenues in a manner that reduces the amounts to be distributed to the District which are devoted or pledged therefore until the Series 2009 Bonds and the Outstanding Bonds, together with applicable interest, are fully met and discharged; provided, however, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the holders of the Series 2009 Bonds and the Outstanding Bonds. In addition, the foregoing pledge and agreement of the State of Utah with respect to the Revenues shall not be construed (a) as a pledge guaranteeing the actual dollar amount ultimately received by the District; (b) to require the Utah Department of Transportation to allocate mineral lease payments in a manner contrary to the method prescribed by law; or (c) to limit the Utah Department of Transportation in making rules or

procedures allocating mineral lease payments pursuant to Section 59-21-2(2)(h) Utah Code Annotated 1953, as amended.

Section 3. Similar to the pledge of the State of Utah as set forth in Section 2 above, the County Council of Grand County, Utah hereby pledges and agrees with the owners of the Series 2009 Bonds and the Outstanding Bonds that it will not alter, impair or limit the Revenues in a manner that reduces the amounts to be distributed to the District which are devoted or pledged therefore until the Series 2009 Bonds with applicable interest, are fully met and discharged; provided, however, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the holders of the Series 2009 Bonds. In addition, the foregoing pledge and agreement of Grand County, Utah with respect to the Revenues shall not be construed (a) as a pledge guaranteeing the actual dollar amount ultimately received by the District; (b) to require the Utah Department of Transportation or Grand County, Utah to allocate mineral lease payments in a manner contrary to the method prescribed by law; or (c) to limit the Utah Department of Transportation in making rules or procedures allocating mineral lease payments pursuant to Section 59-21-2(2)(h) Utah Code Annotated 1953, as amended or to limit the County in making rules and procedures allocating mineral lease payments, so long as the Revenues pledged to secure the Series 2009 Bonds are not impaired or limited.

Section 4. The covenant in Section 3 above shall be irrepealable so long as the Series 2009 Bonds of the District are outstanding and are secured by mineral lease revenues.

Section 5. Upon their issuance, the Series 2009 Bonds will constitute special limited obligations of the District payable solely from the Revenues (as defined in the District's Bond Resolution). No provision of this Resolution or any resolution of the District, or the Series 2009 Bonds or any other instrument, shall be construed as creating a general obligation of the District or of creating a general obligation of the County or as incurring or creating a charge upon the general credit of the County or against the taxing powers of the County. The County shall have no power to pay out of its funds, revenues, or accounts, or otherwise contribute any part of the cost of making any payment with respect to the Series 2009 Bonds. [The District has no taxing powers.]

Section 6. If any provisions of this Resolution (including the exhibits attached hereto) are held invalid, the invalidity of such provisions shall not affect any of the other provisions of this Resolution or the Exhibits.

Section 7. All regulations, orders and resolutions of the County or parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any regulation, order, resolution or ordinance or part thereof.

Section 8. The County Clerk is directed to complete the attached Record of Proceedings.

Section 9. This Resolution shall become effective immediately upon adoption by the County Council.

ADOPTED BY THE COUNTY COUNCIL OF GRAND COUNTY, UTAH THIS 30th day of JUNE 2009.

Chair

ATTEST AND COUNTERSIGN:

Diane Carroll

County Clerk

(SEAL)

AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

September 20, 2016

Agenda Item: Q

TITLE:	Adopting proposed Resolution approving Shumway Minor Record Survey
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:

I move to adopt the proposed resolution approving Shumway Minor Record Survey and authorize the Chair to sign all associated documents.

BACKGROUND:

See Staff Report

STAFF RECOMMENDATION:

Approve

Attachment(s):

Staff Report
Minor Record Survey Plat
Resolution
approval of utilities and Fire Department

STAFF REPORT

MEETING DATE: September 20, 2016

TO: Grand County Council

FROM: Community Development Department *Staff*

SUBJECT: Bradley D. Shumway - Minor Record Survey

STAFF RECOMMENDATION
Approve

PURPOSE
Minor record survey is intended to provide an expeditious, one-time process for small, low impact developments no more than 3 lots where roads and utilities necessary to serve the subdivision are in place consistent with all applicable county standards at the time or application and resulting lots are in compliance with the underlying zoning.

BACKGROUND
Bradley D. and Jodee Shumway, Applicants, are requesting approval of a 2-lot minor record survey, located at 2311 Spanish Valley Drive, Moab, Utah. The subject property consists of approximately 1.08 acres and is zoned Large Lot Residential (LLR). Maximum LLR development density is one (1) unit per half acre, both lots are more than ½ acre. Proposed "Parcel 1" will be developed as a flag lot and has a manufactured home attached, proposed "Parcel 2" is vacant.

LAND USE APPLICATON REVIEW

Land Use Code Section 9.7.6

Major subdivision review, including Preliminary and Final Plat, shall not be required where all of the following conditions exist:

1. Each Minor Record Survey shall include no more than 3 lots, each for single-family residential use.

FINDING: This criterion has been met. The Minor Record Survey includes only two (2) lots.

2. All roads and trails needed to serve the new lots are in place adjacent to the proposed lots, and either:

a. The property was fully developed in compliance with applicable County standards prior to the adoption of the LUC [January 4, 1999] and building permits were issued for a single-family dwelling on each lot, and access easements and driveways are in place that provide adequate access for residents and emergency vehicles; or

b. The property has frontage on a street or road that is either improved to County standards or accepted for County maintenance, and no new streets, roads or extensions need to be widened, dedicated or constructed.

FINDING: These criteria have been met. Lots have frontage on Spanish Valley Drive, Parcel 1 is a flag shaped lot in compliance with *Land Use Code Sec. 7.2.5. Flag Lots*.

3. No utilities, other than individual service lines, need to be extended to serve the parcel and the necessary utilities are in place immediately adjacent to the parcel.

FINDING: This criterion has been met. The utility providers have provided signatures of approval on the application. (see attached)

4. Drainage improvements are in place; or such required drainage improvements will be installed prior to the issuance of a Building Permit(s) for the subdivision lot(s), and the Minor Record Survey includes the following note:

Note: No Building Permit(s) shall be issued for a structure(s) on any lot(s) approved by this resolution prior to the completion of drainage improvements in accordance with the requirements of Grand County Land Use Code, Sec. 6.7A, and Drainage Detention Basin.

FINDING: This criterion has been met; the County's contract engineer has reviewed the plat and found it acceptable.

5. *There are no other problems of public concern.*

FINDING: Staff finds no other problems of public concern; the County Engineer has reviewed the plat and found it to be acceptable.

CONCLUSION

All agencies have signed the application or sent written approval stating they have reviewed the plat for ability to serve and adequate existing and future easements.

Applicant provided staff with all required submittals including the title report, minor record survey plats, and fee. This is an administrative process; no public hearing requirements are needed. The Council meeting agenda serves as the public meeting notice.

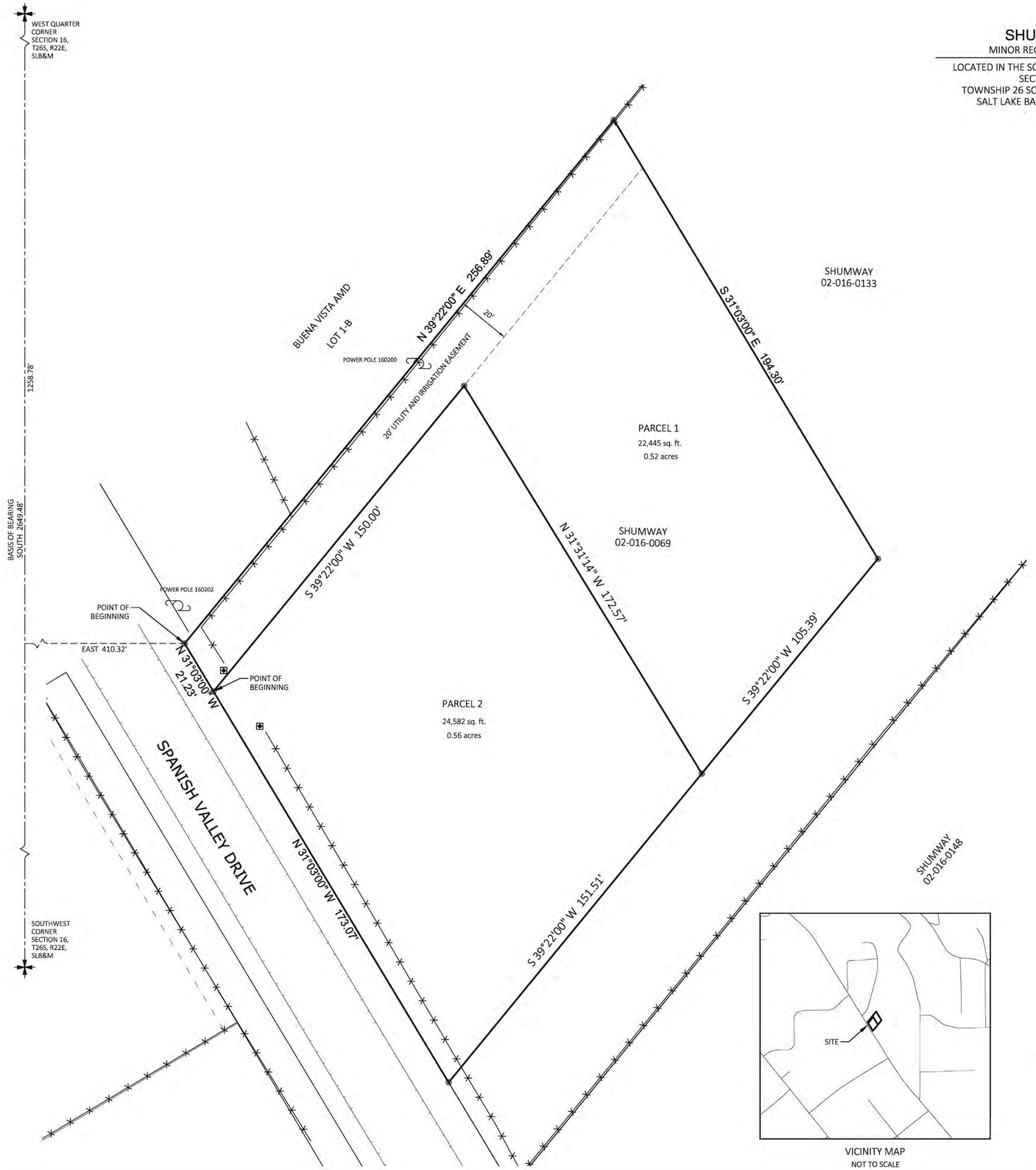
ATTACHMENTS

1. MRS Plat
2. Signature page of agencies approval

SHUMWAY

MINOR RECORD SURVEY

LOCATED IN THE SOUTHEAST QUARTER OF
SECTION 16,
TOWNSHIP 26 SOUTH, RANGE 22 EAST
SALT LAKE BASE AND MERIDIAN



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 the findings of that survey are as shown hereon.

Boundary Description

Parcel 1

Beginning at a point South 1258.78 feet along the section line and East 410.32 feet from the West Quarter corner of Section 16, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and running thence North 39°22'00" East 256.89 feet; thence South 31°03'00" East 194.30 feet; thence South 39°22'00" West 105.39 feet; thence North 31°31'14" West 172.57 feet; thence South 39°22'00" West 150.00 feet; thence North 31°03'00" West 21.23 feet to the point of beginning.

Contains 24,582 sq. ft. OR 0.56 acres.

Parcel 2

Beginning at a point South 1258.78 feet along the section line and East 410.32 feet and South 31°03'00" East 21.23 feet from the West Quarter corner of Section 16, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and running thence North 39°22'00" East 150.00 feet; thence South 31°31'14" East 172.57 feet; thence South 39°22'00" West 151.51 feet; thence North 31°03'00" West 173.07 feet to the point of beginning.

Contains 22,445 sq. ft. OR 0.52 acres.

20' wide utility and irrigation easement

Beginning at a point South 1258.78 feet along the section line and East 410.32 feet from the West Quarter corner of Section 16, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and running thence North 39°22'00" East 256.89 feet; thence South 31°03'00" East 21.23 feet; thence South 39°22'00" West 256.89 feet; thence North 31°03'00" West 21.23 feet to the point of beginning.

Lucas Blake
License No. 7540504

Narrative

The Basis of Bearings is South between the West Quarter corner and the Southwest corner of Section 16, Township 26 South, Range 22 East, Salt Lake Base and Meridian.

The purpose of this survey is to retrace and monument the boundary of the above described property according to the official records and the location of pertinent existing improvements located on the ground and to modify the boundary line between the two described parcels.

LEGEND

- Fence Line
- Edge Of Asphalt
- Section Corner Monument
- Property Corner
- Found Property Corner

N

GRAPHIC SCALE

20 0 10 20

1" (INCH) = 20 ' (FEET)

VICINITY MAP
NOT TO SCALE

LOCATED IN THE SOUTHEAST QUARTER OF
SECTION 16,
TOWNSHIP 26 SOUTH, RANGE 22 EAST
SALT LAKE BASE AND MERIDIAN

RED DESERT
Land Surveying
4290 Zimmerman Lane
Moab, UT 84532
435.260.0104

ZONING APPROVAL	COUNTY COUNCIL APPROVAL
APPROVED BY THE GRAND COUNTY ZONING ADMINISTRATOR _____ DAY OF _____, 2016.	PRESENTED TO THE GRAND COUNTY COUNCIL THIS _____ DAY OF _____, 2016.
ZONING ADMINISTRATOR	COUNTY CLERK / CHAIRMAN, GRAND COUNTY COUNCIL

Project	043-16
Date	6/22/16
Sheet	1 OF 1

RESOLUTION _____ 2016

A RESOLUTION OF THE GRAND COUNTY COUNCIL APPROVING SHUMWAY MINOR RECORD SURVEY

WHEREAS, Bradley D. Shumway, ("herein after referred to as "Applicant"), submitted an application for a Minor Record Survey, a parcel of land located in Section 16, T26S, R22E, SLB&M, Grand County, Utah Parcel No. 02-0021-0093.

> Beginning at a point South 1258.78 feet along the section line and East 410.32 feet from the West quarter corner of Section 16, T26S, R22E, SLB&M, and running thence North 39°22'00" East 256.89 feet; thence south 31°03'00" East 194.30 feet; thence South 39°22'00" West 105.39 feet; thence North 31°31'14" West 172.57 feet; thence south 39°22'00" West 150.00 feet; thence North 31°03'00" West 21.23 feet to the point of beginning,
>
> Also; Beginning at a point South 1258.78 feet along the section line and East 410.32 feet and South 31°03'00" East 21.23 feet from the West Quarter corner or Section 16, T26S, R22E, SLB&M, and running thence North 39°22'00" East 150.00 feet; thence South 31°31'14" East 172.57 feet; thence south 39°22'00" West 151.51 feet; thence North 31°03'00" West 173.07 feet to the point of beginning.

WHEREAS, Minor Record Surveys are subject to the criteria established by Sec. 9.7 of the *Grand County Land Use Code*;

WHEREAS, the applicant has applied for a two (2) lot minor record survey in a Large Lot Residential Zone District, minimum ½ acre lot;

WHEREAS, No building permit shall be issued for a structure on any lot approved by this resolution prior to the completion of drainage improvements in accordance with the requirements of Grand County Land Use Code, Sec. 6.7A, Drainage Detention Basin.

WHEREAS, the application is being processed in accordance with the requirements of Sec. 9.7 of the Grand County Land Use Code and the applicant is in compliance with the established criteria.

WHEREAS, the Grand County Council has considered all evidence and testimony presented with respect to the subject application in a public meeting on September 20, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Grand County Council hereby grants approval of the Shumway Minor Record Survey and authorizes the Chairman to sign the Minor Record Survey and associated documents.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this _____, day of _____, 2016, by the following vote:

*Those voting aye:*_____

*Those voting nay:*_____

Those absent: _____

ATTEST: Grand County Council

_____ _____

Diana Carroll, Clerk/Auditor Elizabeth Tubbs, Chairman

DRAFT

PROJECT INFORMATION

Project name: Shumway minor Record Survey

General location of the property: 2311 Spanish Valley Drive · Moab UT

Size of the subject property: 1.08 *acres* Number of lots: 2

Surrounding land uses: LLR

Current Zoning: LLR *district*

REQUIRED SIGNATURES (or attach letter of approval by the agency)

Agency will review for ability to serve the lots and adequate existing and future easements.

Moab Valley Fire Department

Grand County Road Supervisor

Grand Water and Sewer Service Agency

Rocky Mountain Power

AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

September 20, 2016

Agenda Item: R

TITLE:	Adopting proposed Resolution approving Brandstetter Minor Record Survey
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:

I move to adopt the proposed resolution approving Brandstetter Minor Record Survey and authorize the Chair to sign all associated documents.

BACKGROUND:

See Staff Report

STAFF RECOMMENDATION:

Approve

Attachment(s):

Staff Report
Minor Record Survey Plat
Resolution
approval of utilities and Fire Department

STAFF REPORT

MEETING DATE: September 20, 2016

TO: Grand County Council

FROM: Community Development Department *Staff*

SUBJECT: Brandstetter - Minor Record Survey

STAFF RECOMMENDATION
Approve

PURPOSE
Minor record survey is intended to provide an expeditious, one-time process for small, low impact developments no more than 3 lots where roads and utilities necessary to serve the subdivision are in place consistent with all applicable county standards at the time or application and resulting lots are in compliance with the underlying zoning.

BACKGROUND
Ed Brandstetter, Applicant, is requesting approval of a 2-lot minor record survey, located at 2840 Angel Rock Road, Moab, Utah.

The subject property consists of approximately 2.92 acres and is zoned Rural Residential (RR). Maximum RR development density is one (1) unit per acre. Proposed "Parcel 1" is developed with a residence and out buildings; proposed "Parcel 2" is vacant. Applicant will be dedicating County Right of Way for Angel Rock Road and Roberts Road.

LAND USE APPLICATON REVIEW

Land Use Code Section 9.7.6

Major subdivision review, including Preliminary and Final Plat, shall not be required where all of the following conditions exist:

1. Each Minor Record Survey shall include no more than 3 lots, each for single-family residential use.

FINDING: This criterion has been met. The Minor Record Survey includes only two (2) lots.

2. All roads and trails needed to serve the new lots are in place adjacent to the proposed lots, and either:

a. The property was fully developed in compliance with applicable County standards prior to the adoption of the LUC [January 4, 1999] and building permits were issued for a single-family dwelling on each lot, and access easements and driveways are in place that provide adequate access for residents and emergency vehicles; or

b. The property has frontage on a street or road that is either improved to County standards or accepted for County maintenance, and no new streets, roads or extensions need to be widened, dedicated or constructed.

FINDING: These criteria have been met. Lots have frontage on Angel Rock Road and Roberts Road, the applicant will be dedicating county right-of-way.

3. No utilities, other than individual service lines, need to be extended to serve the parcel and the necessary utilities are in place immediately adjacent to the parcel.

FINDING: This criterion has been met. The utility providers have provided signatures of approval on the application. (see attached)

4. *Drainage improvements are in place; or such required drainage improvements will be installed prior to the issuance of a Building Permit(s) for the subdivision lot(s), and the Minor Record Survey includes the following note:*

   Note: No Building Permit(s) shall be issued for a structure(s) on any lot(s) approved by this resolution prior to the completion of drainage improvements in accordance with the requirements of Grand County Land Use Code, Sec. 6.7A, and Drainage Detention Basin.

FINDING: This criterion has been met; the County's contract engineer has reviewed the plat and found it acceptable.

5. *There are no other problems of public concern.*

FINDING: Staff finds no other problems of public concern; the County Engineer has reviewed the plat and found it to be acceptable.

CONCLUSION

All agencies have signed the application or sent written approval stating they have reviewed the plat for ability to serve and adequate existing and future easements.

Applicant provided staff with all required submittals including the title report, minor record survey plats, and fee. This is an administrative process; no public hearing requirements are needed. The Council meeting agenda serves as the public meeting notice.

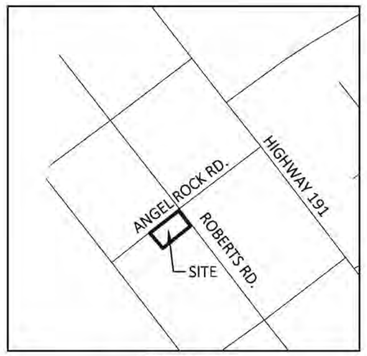
ATTACHMENTS

1. MRS Plat
2. Signature page of agencies approval

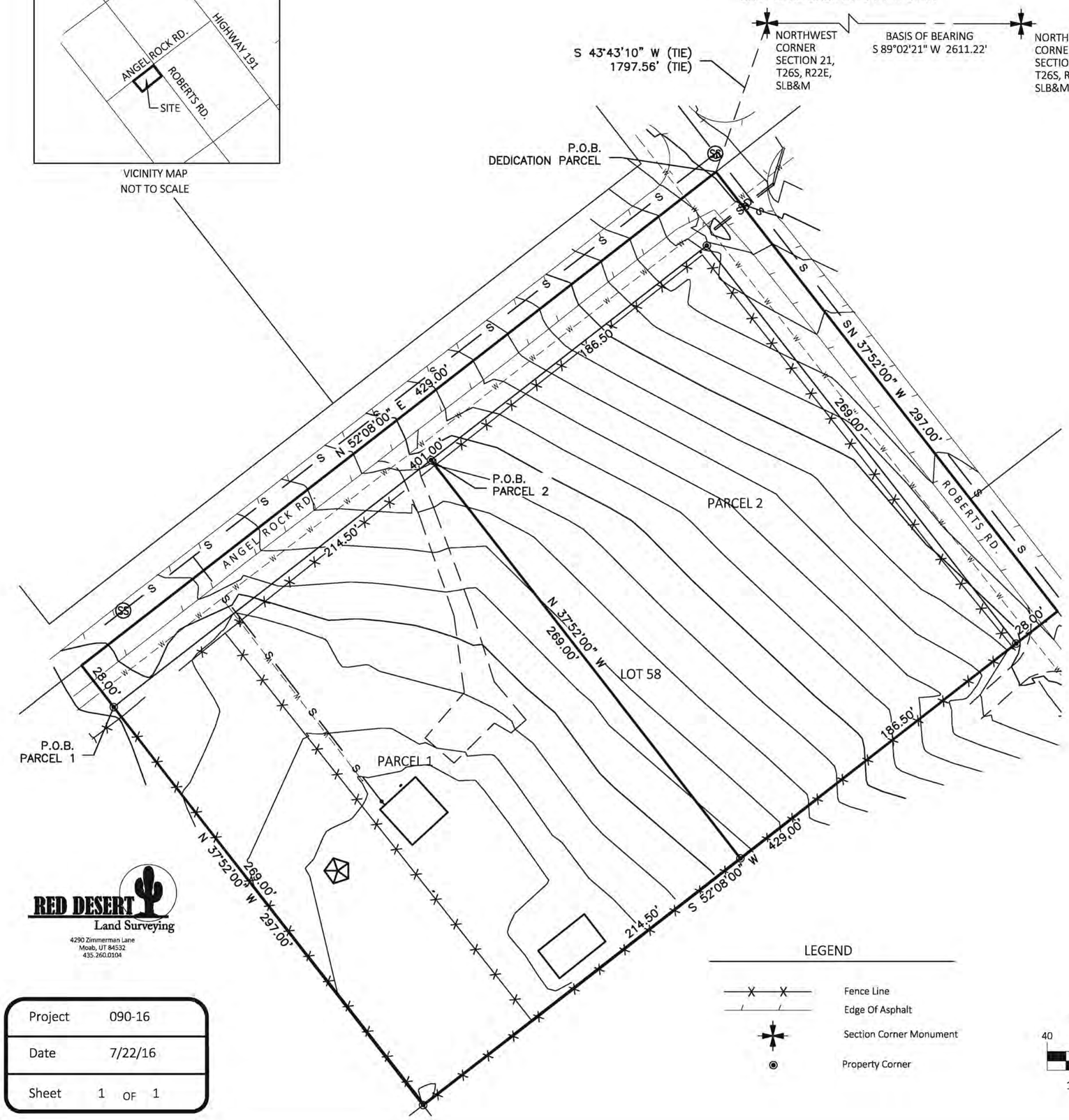
THE EDWARD BRANDSTETTER

MINOR RECORD SURVEY

LOCATED WITHIN GOVERNMENT LOT 58, SECTION 20,
TOWNSHIP 26 SOUTH, RANGE 22 EAST,
SALT LAKE BASE AND MERIDIAN



VICINITY MAP
NOT TO SCALE



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 the findings of that survey are as shown hereon.

Boundary Description

Dedication Parcel

Beginning at a point being S 43°43'10" W 1797.56 feet from the Northwest Corner of Section 21, Township 26 South, Range 22 East, Salt Lake Base & Meridian; thence S 37°52'00" E a distance of 297.00 feet; thence S 52°08'00" W a distance of 28.00 feet; thence N 37°52'00" W a distance of 269.00 feet; thence S 52°08'00" W a distance of 401.00 feet; thence N 37°52'00" W a distance of 28.00 feet; thence N 52°08'00" E a distance of 429.00 feet to the point of beginning,
having an area of 19,544.0 square feet, 0.44 acres

Parcel 1

Beginning at a point being S 43°43'10" W 1797.56 feet; S 52°08'00" W 429.00 feet; S 37°52'00" E 28.00 feet from the Northwest Corner of Section 21, Township 26 South, Range 22 East, Salt Lake Base & Meridian; thence N 52°08'00" E a distance of 214.50 feet; thence S 37°52'00" E a distance of 269.00 feet; thence S 52°08'00" W a distance of 214.50 feet; thence N 37°52'00" W a distance of 269.00 feet to the point of beginning,
having an area of 57,700.5 square feet, 1.33 acres

Parcel 2

Beginning at a point being S 43°43'10" W 1797.56 feet; S 52°08'00" W 429.00 feet; S 37°52'00" E 28.00 feet; N 52°08'00" E 214.50 feet from the Northwest Corner of Section 21, Township 26 South, Range 22 East, Salt Lake Base & Meridian; thence N 52°08'00" E a distance of 186.50 feet; thence S 37°52'00" E a distance of 269.00 feet; thence S 52°08'00" W a distance of 186.50 feet; thence N 37°52'00" W a distance of 269.00 feet to the point of beginning,
having an area of 50,168.5 square feet, 1.15 acres

Lucas Blake
License No. 7540504

Narrative

The Basis of Bearings is S 89°02'21" W 2611.22 feet along the section line between the Northwest corner and the Northeast corner of Section 21, Township 26 South, Range 22 East, Salt Lake Base and Meridian.

The purpose of this survey is to retrace and monument the boundary of the above described property according to the official records and the location of pertinent existing improvements located on the ground.

LOCATED WITHIN GOVERNMENT LOT 58, SECTION 20,
TOWNSHIP 26 SOUTH, RANGE 22 EAST,
SALT LAKE BASE AND MERIDIAN

RED DESERT Land Surveying
4290 Zimmerman Lane
Moab, UT 84532
435.260.0104

Project	090-16
Date	7/22/16
Sheet	1 OF 1

LEGEND

- Fence Line
- Edge Of Asphalt
- Section Corner Monument
- Property Corner

GRAPHIC SCALE

40 0 20 40

1" (INCH) = 40 ' (FEET)

COUNTY COUNCIL APPROVAL

PRESENTED TO THE GRAND COUNTY COUNCIL THIS

_____ DAY OF _____, 2016.

COUNTY CLERK

CHAIRMAN, GRAND COUNTY COUNCIL

ZONING APPROVAL

APPROVED BY THE GRAND COUNTY ZONING ADMINISTRATOR
_____ DAY OF _____, 2016.

ZONING ADMINISTRATOR

RESOLUTION _____ 2016

A RESOLUTION OF THE GRAND COUNTY COUNCIL APPROVING BRANDSTETTER MINOR RECORD SURVEY

WHEREAS, Edward Brandstetter, ("herein after referred to as "Applicant"), submitted an application for a Minor Record Survey, a parcel of land located in Section 21, T26S, R22E, SLB&M, Grand County, Utah Parcel No. 02-0021-0093.

> Beginning at a point being S 43°43'10" W 797.56 feet; S 52°08'00" W 429.00 feet; S 37°52'00" E 28.00 feet from the Northwest Corner of Section 21, T26S, R22E, SLB&M; thence N 52°08'00" E a distance of 214.50 feet; thence S 37°52'00"E a distance of 269.00 feet; thence S 52°08'00" W a distance of 214.50 feet; thence N 37°52'00" W a distance of 269.00 feet to the point of beginning.
>
> Also; Beginning at a point S 43°43'10" W 1797.56 feet; S 52°08'00" W 429.00 feet; S 37°52'00" E28.00 feet; N 52°08'00" E 214.50 feet from the Northwest corner of Section 21, T26S, R22E, SLB&M; thence N 52°08'00" E a distance of 186.50 feet; thence S 37°52'00" E a distance of 269.00 feet; thence S 52°08'00" W a distance of 186.50 feet; thence N 37°52'00" W a distance of 269.00 feet to the point of beginning.

WHEREAS, Minor Record Surveys are subject to the criteria established by Sec. 9.7 of the *Grand County Land Use Code*;

WHEREAS, the applicant has applied for a two (2) lot minor record survey in a Large Lot Residential Zone District, minimum ½ acre lot;

WHEREAS, No building permit shall be issued for a structure on any lot approved by this resolution prior to the completion of drainage improvements in accordance with the requirements of Grand County Land Use Code, Sec. 6.7A, Drainage Detention Basin.

WHEREAS, the application is being processed in accordance with the requirements of Sec. 9.7 of the Grand County Land Use Code and the applicant is in compliance with the established criteria.

WHEREAS, the Grand County Council has considered all evidence and testimony presented with respect to the subject application in a public meeting on September 20, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Grand County Council hereby grants approval of the Shumway Minor Record Survey and authorizes the Chairman to sign the Minor Record Survey and associated documents.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this _____, day of _____, 2016, by the following vote:

*Those voting aye:*_____

*Those voting nay:*_____

Those absent: _____

ATTEST: Grand County Council

_____ _____

Diana Carroll, Clerk/Auditor Elizabeth Tubbs, Chairman

DRAFT

PROJECT INFORMATION

Project name: Brandstetter Minor record of Survey

General location of the property: 2940 ANGEL ROCK RD. (CORNER OF ROBERTS RD

Size of the subject property: 2.92 *acres* Number of lots: 2

Surrounding land uses: RESIDENTIAL

Current Zoning: RR *district*

REQUIRED SIGNATURES (or attach letter of approval by the agency)

Agency will review for ability to serve the lots and adequate existing and future easements.

Moab Valley Fire Department

Grand County Road Supervisor Bill Robinson

Grand Water and Sewer Service Agency

Rocky Mountain Power Gary L Lawley

CONSENT AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

SEPTEMBER 20, 2016

Consent Agenda Item: S

TITLE:	S. Ratifying the Chair's signature on a Department of Workforce Services Grant Agreement for Temporary Assistance for Needy Families (TANF) Grant Crisis & Respite Nurseries
FISCAL IMPACT:	See Corresponding Agenda Summary, if any
PRESENTER(S):	None

Prepared By:

Bryony Chamberlain
Council Office Coordinator
435-259-1346
bchamberlain@grandcountyutah.net

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.

Department of Workforce Services

GRANT AGREEMENT

Temporary Assistance for Needy Families (TANF) Grant
Crisis & Respite Nurseries

This Grant Agreement is entered into by and between the **Utah Department of Workforce Services**, 140 East 300 South, Salt Lake City, UT 84111, hereinafter referred to as the **Department** or **DWS** and the **GRAND COUNTY FAMILY SUPPORT CENTER AT THE CHRISTMAS BOX HOUSE, 125 EAST CENTER STREET, MOAB, UT 84532,** hereinafter referred to as the **Grantee, Contractor or GRAND COUNTY FAMILY SUPPORT CENTER AT THE CHRISTMAS BOX HOUSE.**

Vendor Number: *VC0000120120* Commodity Code: 99999 DUNS Number: 050157981

Contractor Type: *Government* Subrecipient/Contractor: *Subrecipient*

Grantee Program Name: *Crisis & Respite Nurseries*

Funding Source: *Temporary Assistance for Needy Families (TANF) CFDA #93.558*

PURPOSE

The purpose of this grant is for the Grantee to provide Crisis/Respite nursery services according to Attachment I- Proposal. Crisis nurseries provide respite and crisis care for young children and their families, crisis hotlines, short-term foster care support, parenting classes, counseling, resource and referral services. These services support TANF Purpose 4: Encourage the formation and maintenance of two-parent families.

PERIOD OF PERFORMANCE

This Agreement shall be effective **July 1, 2016** through **June 30, 2019 and cannot be renewed.** This Agreement shall remain in effect unless terminated sooner in accordance with the terms and conditions herein.

CONTRACT COSTS

The **Grantee** shall be paid a maximum per year according to the attached budget for THREE years for a total contract maximum of **$408,000.00** for costs authorized under this Agreement, based on funding availability and/or Grantee performance. All expenditures and activities must be in accordance with all attachments herein and must occur within the grant period. Funding may not be used for purposes contrary to applicable federal, state, and local laws.

RATIFICATION

It is understood and agreed that the effective date of this Agreement is the date of commencement of services as provided in the Period of Performance paragraph above, and that any and all appropriate costs within budget incurred by the Grantee between said effective date and the date on which this Agreement is fully executed are hereby approved and ratified for payment.

STATE FISCAL YEAR BILLING DEADLINE

DWS must receive billing for services for the month of June no later than July 15th, due to the DWS fiscal year end. Billings submitted after this date may be denied.

ATTACHMENTS

- Attachment A - Terms and Conditions
- Attachment B - Scope of Work
- Attachment C - Financial Reporting
- Attachment D - Non-Disclosure Agreement
- Attachment E - Code of Conduct
- Attachment F - Background Check Policy
- Attachment G - Appropriate Uses of TANF Funds
- Attachment H - Budget
- Attachment I - Proposal
- Attachment J - Outcomes

CONTACTS

DWS		Grantee
Jolene Hill TANF Program Manager 140 East 300 South Salt Lake City, UT 84111 385-212-4575 johill@utah.gov		Sherilyn Sowell Director 125 East Center Street Moab, Utah 84532 435-259-1658 ssowell@grandcountyutah.net

SIGNATURE AND ACKNOWLEDGEMENT

By signing below, the following officials acknowledge that they understand and agree to all of the terms and responsibilities set forth herein and cause this Agreement to be executed.

ATTEST: **GRAND COUNTY FAMILY SUPPORT CENTER AT THE CHRISTMAS HOUSE**

Elizabeth A. Tubbs

Signature Date

ELIZABETH A. TUBBS, Chair, County Council

Print Name and Title

ATTEST: **UTAH DEPARTMENT OF WORKFORCE SERVICES**

_____

Jon Pierpont, Executive Director Date

ATTACHMENT A

Department of Workforce Services
Grant Terms and Conditions

For funding subject to the federal reporting requirements in place after December 26, 2014

1. **GRANT JURISDICTION:** The laws of the State of Utah shall govern the provisions of this Grant.
2. **CONFLICT OF INTEREST:** GRANTEE certifies, through the execution of the Grant, that no person in its and DWS's employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the Grant. GRANTEE will not hire or subcontract with any person having such conflicting interest(s).
3. **RECORDS ADMINISTRATION:** GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to GRANTEE for costs authorized by this Grant. These records shall be retained by GRANTEE for at least six years after the Grant terminates or until all audits initiated within the six years have been completed, whichever is later. GRANTEE shall maintain books, records, documents, and other evidence. The GRANTEE agrees to allow State and Federal auditors, and State Agency Staff access to all the records to this agreement for audit, inspection and monitoring of services. Such access shall be during normal business hours or by appointment.
4. **IMPOSITION OF FEES:** GRANTEE will not impose any fees upon clients provided services under this Grant except as authorized by DWS.
5. **HUMAN-SUBJECTS RESEARCH:** GRANTEE shall not conduct research involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS.
6. **GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:**
   a. Assignment: Notwithstanding DWS's right to assign the rights or duties hereunder, GRANTEE agrees and understands that this Grant is based on the reputation of GRANTEE, and this Grant may not be assigned by GRANTEE without the written consent of DWS. Any assignment by GRANTEE without DWS's written consent shall be wholly void.
   b. Subgrantees/Subcontractors: As used in this Grant, the term "subgrantee" or "subcontractor" means an individual or entity that has entered into an agreement with the original GRANTEE to perform services or provide goods which the original GRANTEE is responsible for under the terms of this Grant. Additionally, the term "subgrantee" or "subcontractor" also refers to individuals or entities that have entered into agreements with any subgrantee if: (1) those individuals or entities have agreed to perform all or most of the subgrantee's duties under this Grant; or (2) federal law requires this Grant to apply to such individuals or entities. If GRANTEE enters into subcontracts the following provisions apply:
      i. Duties of Subgrantee: Regardless of whether a particular provision in this Grant mentions subgrantees, a subgrantee must comply with all provisions of this Grant including, but not limited to, the state procurement requirements, insurance requirements and the fiscal and program requirements. GRANTEE retains full responsibility for the Grant compliance whether the services are provided directly or by a subgrantee.
      ii. Provisions Required in Subcontracts: If GRANTEE enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, GRANTEE must include provisions in its subcontracts regarding the federal and state laws identified in this Grant, if applicable ("Grantee's Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports"), as well as other laws and grant provisions identified in 45 C.F.R. §92.36(i).
7. **MONITORING:**

a. DWS shall have the right to monitor GRANTEE'S performance under this Grant. Monitoring of GRANTEE'S performance shall be at the complete discretion of DWS which will include but is not limited to the GRANTEE'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.

b. If it is discovered through monitoring that the Grantee is in default (not in compliance with the grant agreement), the Grantee may be subject to sanctions which may include warnings, audits, temporary suspension of payments, termination, demand for the return of funds and or suspension/debarment from participation in future DWS grants and contracts. Default may also result in the cancellation of other agreements between the Grantee and DWS.

c. Client or Grantee Staff Satisfaction Surveys: GRANTEE understands that DWS is committed to providing customer-oriented services, and that DWS often conducts customer-satisfaction surveys as a part of monitoring. GRANTEE agrees to cooperate with all DWS-initiated customer feedback.

8. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.

9. **GRANT RENEWAL:** Renewal of Grant will be solely at the discretion of DWS.

10. **RENEGOTIATION OR MODIFICATIONS:** This Grant may be amended, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of the Grant.

11. **GRANT TERMINATION:**

a. **Termination for Cause:** This Agreement may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. DWS will give the GRANTEE only one opportunity to correct and cease the violations.

b. **Immediate Termination:** If GRANTEE creates or is likely to create a risk of harm to the clients served under this Agreement, or if any other provision of this Agreement (including any provision in the attachments) allows DWS to terminate the Agreement immediately for a violation of that provision, DWS may terminate this Agreement immediately by notifying GRANTEE in writing. DWS may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, and/or mismanagement as determined by DWS.

c. **No-Cause Termination:** This Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

d. **Fund-Out Termination:** GRANTEE acknowledges that DWS cannot contract for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and DWS cannot guarantee funding under this Agreement since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of this Agreement. Therefore, in the event that DWS fails to receive appropriations then DWS may, by giving at least 30 days advance written notice, terminate this Agreement. DWS will reimburse GRANTEE for services performed up through the date of cancellation.

e. **Attorneys' Fees and Costs:** If either party seeks to enforce this Agreement upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the

unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.

f. **Remedies for Grantee's Violation:**

i. In the event this Agreement is terminated as a result of a default by GRANTEE, DWS may procure or otherwise obtain, upon such terms and conditions as DWS deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DWS for any damages arising there from, including attorneys' fees and excess costs incurred by DWS in obtaining similar services.

ii. GRANTEE acknowledges that if GRANTEE violates the terms of this Agreement, DWS is entitled to avail itself of all available legal, equitable and statutory remedies including, but not limited to, money damages, injunctive relief and debarment as allowed by state and federal law.

12. **CITING DWS IN ADVERTISING:** Grantee agrees to give credit to DWS for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with the Public Information Officer for DWS.

13. **DRUG-FREE WORKPLACE:** GRANTEE agrees to abide by DWS's drug-free workplace policies while performing services under this Agreement.

14. **BILLINGS AND PAYMENTS:** Payments to Grantee will be made by DWS upon receipt of itemized billing for authorized service(s) provided and supported by information contained in reimbursement forms supplied by DWS. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after Agreement termination or they may be delayed or denied. DWS must receive billing for services for the month of June no later than July 15th, due to DWS's fiscal year end. Billings submitted after this date may be denied.

    DWS will not allow claims for services furnished by GRANTEE, which are not specifically authorized by this Grant.

15. **PAYMENT WITHHOLDING:** GRANTEE agrees that the reporting and record keeping requirements specified in this Grant are a material element of performance and that if, in the opinion of DWS, GRANTEE'S record keeping practices and/or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other Grant until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.

16. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** GRANTEE agrees that if during or subsequent to the Grant CPA audit or DWS determines that payments were incorrectly reported or paid, DWS may amend the Grant and adjust the payments. In Grants, which include a budget, GRANTEE expenditures to be eligible for reimbursement must be adequately documented. GRANTEE will, upon written request, immediately refund any overpayments determined by audit and for which payment has been made to GRANTEE, to DWS. GRANTEE further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other Agreements with GRANTEE until recoupment of overpayment is made.

17. **REDUCTION OF FUNDS:** The maximum amount authorized by this Grant shall be reduced or Grant terminated if required by federal/state law, regulation, or action or if there is significant under-utilization of funds, provided GRANTEE shall be reimbursed for all services performed in accordance with this Grant prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in the amount of services to be given by GRANTEE. DWS will give GRANTEE thirty (30) days notice of reduction.

18. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Grant, or any cost reimbursable under this Grant was increased by any significant sum because GRANTEE furnished cost or pricing

data (e.g., salary schedules, reports of prior period costs, etc.) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Grant may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS's right to terminate this Grant.

19. **LICENSING AND STANDARD COMPLIANCE:** By signing this Grant, GRANTEE acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Grant period. Failure to secure or maintain a license shall support a basis for cancellation of this Grant.

    For GRANTEES receiving any Federal funds: By signing this Grant, GRANTEE certifies it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities. See the provisions on government-wide suspension and debarment in 2 CFR §200.205(d), Appendix II to Part 200 - Paragraph (H), and 2 CFR part 180 which implements Executive Orders 12549 and 12689 for further clarification.

    GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.

20. **COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**
    a. GRANTEE is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving federal funds under this Contract the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract.
    b. Equal Opportunity: Section 188 of the Workforce Investment Act of 1998 (WIA) prohibits discrimination against all individuals in the United States on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship or participation in any WIA Title I-financially assisted program or activity. Prohibitions against discrimination are made on the basis of the following:
        i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin, which includes discrimination affecting persons with limited English proficiency;
        ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
        iii. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
        iv. And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
    c. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 37. GRANTEE will also provide a copy of DWS's Equal Opportunity Notice (English or Spanish version, DWS 09-15E-0900NCR or 09-15S-0201 respectively) to the client and maintain a copy in the client file.

d. If GRANTEE is a Non-Profit Organization, GRANTEE is required to comply with Utah Code: 51-2a-201.5: Accounting reports required – Reporting to state auditor. Not later than May 31st of each year, the Non Profit GRANTEE will disclose to DWS, in writing, whether: (i) the nonprofit corporation met or exceeded the dollar amounts listed in Utah Code: 51-2a-201.5, Subsection (2) in the previous fiscal year of the nonprofit corporation; and whether (ii) the nonprofit corporation anticipates meeting or exceeding the dollar amounts listed in Utah Code: 51-2a-201.5, Subsection (2) in the fiscal year the money is disbursed.

21. **CODE OF CONDUCT** (attached if applicable): GRANTEE agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq. GRANTEE agrees that each of its employees or volunteers will receive a copy of the Code of Conduct. A signed statement by each employee or volunteer to this effect must be in employee's/volunteer's file subject to inspection and review by DWS monitors.

22. **SEPARABILITY:** A declaration by any court or other binding legal source that any provision of this agreement is illegal and void shall not affect the legality and enforceability of any other provisions of this agreement unless said provisions are mutually dependent.

23. **INDEMNITY:**

- IF THE GRANTEE IS A GOVERNMENTAL AGENCY: Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
- IF THE GRANTEE IS A NON-GOVERNMENTAL ENTITY: The GRANTEE agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the Grantees officers, agents, volunteers, employees, sub-grantees, or sub-contractors, but not for claims arising from the State's sole negligence.

24. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with the Generally Accepted Accounting Principles ("GAAP"), issued by the American Institute of Certified Public Accountants; or the "Governmental GASB," issued by the United States Governmental Accounting Standards Board. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis. According to GAAP and Governmental GAAP, the cash method of accounting is not appropriate for governmental entities; the accrual basis and modified accrual basis of accounting are the preferred methods. The GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.), which shall be stored and filed in a systematic and consistent manner. The GRANTEE further agrees to retain and make available to independent auditors, State and Federal auditors, and program and Grant reviewers all accounting records and supporting documentation for a minimum of six (6) years after the expiration of this Grant. The GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Grant, it is subject to an assessment for over-payment.

25. **GRIEVANCE PROCEDURE:** The GRANTEE agrees to establish a system which recipients of services provided under this Grant may present grievances about the operation of the program as it pertains to and affects said recipient. The GRANTEE will advise

recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the instance by DWS. The GRANTEE will advise applicants in writing of rights and procedures to appeal. In the event of a grievance, the GRANTEE will notify DWS of the grievance and its disposition of the matter. If no resolution is reached with the GRANTEE, the grievance will be forwarded to DWS for processing through DWS's Administrative Process.

26. **PROTECTION AND USE OF CLIENT RECORDS:** The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of DWS's or the GRANTEE'S responsibilities with respect to this Agreement is prohibited except on written consent of the client, their attorney, or responsible parent or guardian. The GRANTEE will be required to sign DWS's disclosure statement.

27. **DWS COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS:**

    a. Federal cost principles determine allowable costs in DWS Grants. They can be found in publications by the Federal Office of Management and Budgets ("OMB"). GRANTEE may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.

    b. Compliance with Federal Cost Principles: For GRANTEE'S convenience, DWS provides Table 1 below, "Cost Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and GRANTEE understands that it is obligated to seek independent legal and/or accounting advice. As shown in Table 1, "Cost Principles," the principles applicable to a particular GRANTEE depend upon GRANTEE'S legal status.

Table 1: Cost Principles

Grantee	Federal Cost Principles
State/Local/Indian Tribal Governments	2 CFR 200 Subpart E
College or University	
Non-Profit Organization	
For-Profit Entity	48 CFR Part 31.2

    c. Compensation for Personal Services - Additional Cost Principles:
    In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:

        i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.

        ii. Employees who are compensated from one or more Grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.

        iii. For persons occupying any managerial position (administration or program management), total work time from all work, including outside employment and participation in other entities, must be disclosed. If total work time exceeds 40 hours and the GRANTEE wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1)a perpetual time record must be maintained and 2) prior written approval must be obtained from DWS's Finance-Contracting Division

        iv. Compensation for Personal Expenses: DWS will not reimburse GRANTEE for personal expenses. For example, spouse travel when the travel costs of the spouse is unrelated to the business activity, telecommunications and cell phones for personal uses, undocumented car allowances, payments for both

actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).

d. Third-Party Reimbursement and Program Income: The GRANTEE is required to pursue reimbursement from all other sources of funding available for services performed under this Grant. Other sources of funding include, but are not limited to, third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.

28. **ADMINISTRATIVE EXPENDITURES:** If allowed by the budget terms of this Agreement, DWS will reimburse administrative expenditures as follows: administrative costs (both direct and indirect) cannot exceed 10% of the total budget. GRANTEES with approved indirect cost rates must provide DWS with their approval letter from the federal cognizant agency. GRANTEES without a federally approved indirect cost rate are limited to an indirect cost rate of 10%.

29. **CHANGES IN BUDGET (Cost Reimbursement Grants Only):** The budget attached hereto shall be the basis for payment. The GRANTEE may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Administration" or Category II, "Capital Expenditures" or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. The GRANTEE may, however, shift between either Category I or II to Category III without prior approval. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the Grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.

30. **RELATED PARTIES:** The GRANTEE shall not make payments to related parties in any category of Administration, Capital Expenditures, or Program Expenses without the prior written consent of DWS. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service Grants, or payments under purchase, lease, or rental Grants. Payments made by the GRANTEE to related parties without such prior written consent may be disallowed and may result in an overpayment assessment. For the purpose of defining payments to related parties under a grant, the GRANTEE shall be defined to include all owners, partners, directors, and officers of the GRANTEE or others with authority to establish policies and make decisions for the GRANTEE.

    Persons and/or organizations shall be considered related parties when any of the following conditions exist:

    A person and/or organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is/are related to GRANTEE through blood or marriage, as defined by U.C.A., Section 52-3-1(1)(d) as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in law, or daughter-in-law.

    An organization has in common with the GRANTEE either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

    The GRANTEE is obligated to notify DWS of any contemplated or actual related party payment prior to making a purchase. Upon notification of related party payment, DWS may, at its discretion, require that the GRANTEE undertake competitive bidding for the goods or services, require satisfactory cost justification prior to payment, or take other steps that may be necessary to assure that the goods or services provided afford DWS a satisfactory level of quality and cost. Any related-party payments contemplated under this Grant must be disclosed on a written statement to DWS which shall include. :

a. The name of the GRANTEE'S representative who is related to the party to whom the GRANTEE seeks to make payments;
b. the name of the other related party;
c. the relationship between the individuals identified in "a" and "b" above;
d. a description of the transaction in question and the dollar amount involved (if any);
e. the decision-making authority of the GRANTEE'S representative and the party identified in "b" above, with respect to the applicable transaction;
f. the potential effect of the payment to a related party on this Grant; and
g. the measures taken by the GRANTEE to protect DWS from potentially adverse effects resulting from the identified parties' relationship.

31. **NON-FEDERAL MATCH:** For those Grants requiring a non-federal match, said match shall be:
    a. Expenses which are reasonable and necessary for proper and efficient accomplishment of the contracted program objectives.
    b. Allowable under applicable cost principles.
    c. Not paid by the Federal Government under another award except where authorized by Federal statute.
    d. In accordance with the appropriate Federal grant being matched.
    e. Invoices submitted to DWS should detail the total cost of the Grant program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.

32. **REQUIRED INSURANCE:**
    Governmental entities are not required to provide certificates of insurance, "additional insured" endorsements or evidence of continued coverage.

    a. *General Liability Insurance and/or Comprehensive General Liability Insurance*: To protect against liability, loss and/or expense in connection with GRANTEE'S performance described under this contract, GRANTEE shall obtain and maintain in force during the entire period of this contract without interruption, at its own expense, insurance from an insurance company authorized to do business in the State. GRANTEE'S must maintain General Liability Insurance and/or Comprehensive General Liability Insurance, including coverage for premises/operations, explosion, collapse and underground hazards, products/completed operations, contractual (including this contract), and personal injury, including employees with policy limits not less than one million dollars ($1,000,000.00) each occurrence and three million dollars ($3,000,000.00) in the aggregate during the term of this contract. Aggregate limit shall be designated as applying to this contract. If this insurance coverage is written on a "claims made" basis, the certificate of insurance required below shall so indicate and the policy shall contain an extended reporting period provision or similar 'tail' provision such that claims reported up to three (3) years beyond the date of Substantial Completion of this contract are covered. The carrying of insurance required by this contract shall not be interpreted as relieving the GRANTEE of any other responsibility or liability under this contract or any applicable law, statute, rule, regulation, or order.

        i. GRANTEE must provide proof of insurance to DWS and must add DWS as an additional insured with notice of cancellation. Before signing this Contract, a non-governmental GRANTEE or Subcontractor shall obtain from its insurer(s) and shall provide to DWS certificates of insurance and "additional insured" endorsements indicating the required coverage is in effect and that the insurer shall give DWS thirty (30) days' notice of any modification, cancellation or non-renewal of the policy. On an annual basis and upon request

from DWS, a non-governmental GRANTEE or Subcontractor shall provide DWS with evidence the GRANTEE or Subcontractor has the insurance coverage required by this Contract.

iii. It shall be the responsibility of GRANTEE to require any of their Subcontractor(s) to secure the same insurance coverage as prescribed herein for the GRANTEE.

b. *Automobile Insurance:* If the GRANTEE'S services involve transporting any clients or goods for the DWS, the GRANTEE shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the GRANTEE (including owned, hired and non-owned vehicles.) The policy shall provide for a combined single limit, or the equivalent, of not less than $1,000,000. If the GRANTEE subcontracts with another entity or individual for transportation services, or services that include transportation services, the GRANTEE may satisfy this insurance requirement by submitting proof that the Subcontractor has complied with the requirements of the "Insurance and Indemnification" section of this Contract.

c. *Professional Liability Insurance:* If the GRANTEE employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Contract, the GRANTEE shall maintain a policy of professional liability insurance with a limit of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate. This professional liability insurance ("malpractice insurance") shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Contract.

d. *Worker's Compensation and Employers' Liability Insurance:* GRANTEE shall maintain during the term of this contract, workers' compensation insurance for all its employees as well as any subcontractor employees related to this contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. GRANTEE must provide proof of insurance to DWS and must add DWS as an additional insured with notice of cancellation. GRANTEE acknowledges that within thirty (30) days of contract award, the GRANTEE and/or GRANTEE'S subcontractors must submit proof of certificate of insurance meeting the above requirements.

THE FOLLOWING PARAGRAPHS APPLY TO GRANT AGREEMENTS FUNDED THROUGH THE WORKFORCE INVESTMENT ACT (WIA)

33. **SALARY AND BONUS LIMITATIONS:** In compliance with Public Law 110-5 and 109-234, none of the funds under this contract that are available for expenditure on or after June 15, 2006, shall be used by the GRANTEE to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. See Training and Employment Guidance Letter (TEGL) number 5-06 for further clarification.

34. **STAND-IN COSTS:** Stand-in costs are non-Federal costs that may be substituted for disallowed contract costs when certain conditions are met. Stand-in costs must meet the following criteria: To be considered, proposed stand-in costs must have been actually incurred allowable contract costs that have not been charged to the contract, included within the scope of the **GRANTEE'S** audit, and accounted for in the **GRANTEE'S** financial system required by 29 CFR Part 97 or 95 as appropriate. To be accepted, stand-in costs must

come from the same year as the costs that they are proposed to replace, and they must not cause a violation of the administrative or other cost limitations. Stand-in costs must be reported to DWS through the Cost Reimbursement form.

35. **PROGRAM INCOME:** Program income is defined in 29 CFR 97.25(b) and is the gross income received by the **GRANTEE** directly generated by a contract-supported activity, or earned only as a result of the contract during the contract period. A similar definition is found in 29 CFR Part 95.2(bb). A list of the types of income that are considered program income for purposes of WIA is included in 29 CFR 97.25(a) and 29 CFR Part 95.2(bb). Program income must be reported to the **GRANTEE** through the Cost Reimbursement report and must be expended prior to any requesting any contract funds for reimbursement.

36. **LEVERAGED FUNDS:** Leveraged funds are defined as any funds which have been expended for the same purposes and are allowable expenses under the contract funds but were paid by other Federal resources within the **GRANTEE'S** accounting records. Leveraged funds are to be reported to DWS through the Cost Reimbursement report and be tracked and quantifiable within the **GRANTEE'S** accounting records.

Attachment B
Scope of Work

Background:
In 2016, the Utah State Legislature appropriated $1,500,000.00 in TANF funds over three years to support Utah's network of Crisis/Respite Nurseries. Crisis nurseries provide respite and crisis care for young children and their families. Services may also include crisis hotlines, short-term foster care support, parenting classes, counseling, and providing resources and referrals to appropriate community partners.

Objective:
Crisis nurseries reduce child abuse and neglect, strengthen families and encourage two parent households, supporting TANF Purpose 4: Encourage the formation and maintenance of two-parent families.

Grantee must comply with the following requirements. Failure to do so may result in immediate termination of grant.

1. **Funding Period**
   a. Grant funding period will be July 1, 2016 – June 30, 2019.

2. **Grantee Responsibilities**
   a. Grantee will ensure all brochures, clientele forms, questionnaires, parenting information about the statistics on children raised in two parent homes versus that of children raised in single parent homes is in both English and Spanish.
   b. Grantee will order the curriculums and materials for strengthening families.
   c. Grantee will coordinate the meeting times to gather necessary information for deciding the best recourse for initiating the movement to assist parents with day care options in particular for infants to age two.
   d. Grantee will utilize other partnering agencies where applicable.

3. **Measurements and Outcomes**
   a. Programs must provide quarterly progress reports and an annual report detailing outcome requirements as outlined in *Attachment J – Outcomes.*
   b. DWS will provide a data collection tool to be utilized by the grantee for quarterly outcome submission.
   c. DWS will ensure grantee is trained on reporting requirements and due dates.

4. **Grant Orientation Meeting**
   a. Grant administrator and fiscal manager and all other applicable staff shall attend a 2-3 hour, in-person, grant orientation meeting in Salt Lake City (TBA).
   b. Grantee will receive training on grant requirements and reporting.

5. **Monitoring**
   a. A minimum of one on-site monitoring visit per year will be conducted by DWS to ensure program compliance.

6. **Expense Reimbursement**

a. Grantee shall submit requests for reimbursement of expenses using the reimbursement-billing template provided by DWS.
b. Expense reimbursement is dependent upon timely submission of data in to the data management system.
c. Expense reimbursement is dependent upon timely submission of reports and report extensions will be considered under extreme circumstances.
d. Requests for reimbursement must be submitted a minimum of quarterly and no more than monthly. More frequent reimbursement timeframes may be approved on a case by case basis.
e. Processing times for payments are determined by accuracy of invoices and approval by DWS Finance Division.

7. Allowable Costs

a. Allowable costs for this Grant are specified in *Attachment G – Appropriate Uses of TANF Funds.*

8. Administration and Indirect Costs

a. Total administrative costs (direct and indirect) must not exceed 10% of the total.
b. Indirect costs cannot exceed your federally approved indirect cost rate or 10% if you do not have a federally approved indirect cost rate.
    i. If claiming an approved indirect cost rate, program must provide a copy of Federally Approved Indirect Cost Rate agreement or a cost allocation plan.

9. Oversight

a. Grantee must ensure proper administrative and accounting procedures are followed.
b. Sub-contracting is prohibited under this grant.

10. Terms and Conditions

Programs are subject to and must comply with all terms set forth in the following attachments:

- Attachment A - Terms and Conditions
- Attachment B - Scope of Work
- Attachment C - Financial Reporting
- Attachment D - Non-Disclosure Agreement
- Attachment E - Code of Conduct
- Attachment F - Background Check Policy
- Attachment G - Appropriate Uses of TANF Funds
- Attachment H - Budget
- Attachment I - Proposal
- Attachment J - Outcomes

ATTACHMENT __C__

Department of Workforce Services

Financial Reporting Requirements

For all fund, including those subject to the federal reporting requirements in place AFTER December 26, 2014

I. General Requirements

A. No Financial Reporting Requirements for Professionals Contracting in an Individual Capacity

There are no Federal, State, or DWS financial reporting requirements for individuals such as doctors, dentists, social workers, and other similar professionals contracting in an individual capacity to provide services to clients. Therefore, the financial reporting requirements discussed herein are not applicable to professionals contracting as individuals. (Note: Sole proprietors and limited liability companies, owned by either one person or by a husband and wife, are considered individuals for reporting requirement purposes. However, individuals associated with corporations, partnerships, or other contracting organizations are not individuals for reporting requirement purposes.) Notwithstanding the lack of financial reporting requirements for individuals, Subrecipients providing services in an individual capacity are still subject to financial review by DWS and/or other government entities.

B. No Financial Reporting Requirements for Contracting Organizations Receiving Less Than $25,000 From DWS in a Single Fiscal Year

Contracting organizations that receive less than $25,000 from DWS in a single fiscal year have no financial reporting requirement to DWS unless specifically required by DWS. However, they are still subject to financial review by DWS.

C. Compliance with Applicable Financial Laws

The Subrecipient shall comply with all applicable federal and state laws regarding financial reports. The Subrecipient shall comply with all applicable requirements set forth in: 1) 2 CFR 200 Subpart F, *Audit Requirements* published by the federal government; and 2) the *State of Utah Compliance Audit Guide* (SCAG), issued by the State Auditor's Office. Federal, State, and DWS Financial Reporting Requirements are listed below as a reference guide to the various financial reporting requirements. The information is not exhaustive and the Subrecipient understands that it is obligated to seek independent legal and/or accounting advice. Links to the applicable federal and state financial reporting requirements are in Table 1, *Federal, State, and DWS Financial Reporting Requirements*, below.

Table 1: Federal, State, and DWS Financial Reporting Requirements	
Policy	**Internet Site**
2 CFR 200 Subpart F, "Audit Requirements"	http://www.ecfr.gov/cgi-bin/text-idx?SID=d46bc55b614c7279600cd3c4bf06569d&mc=true&node=sp2.1.200.f&rgn=div6
Utah Code	http://le.utah.gov/UtahCode/title.jsp
Utah Administrative Rules	http://www.rules.utah.gov/publicat/code.htm
SCAG	http://auditor.utah.gov/local-government-2/publications/state-compliance-guide/

D. Additional Financial Reporting Requirements for DWS Grants

In addition to the financial reporting requirement set forth in 2 CFR 200 Subpart F, "Audit Requirements" and the SCAG, this Grant requires the Grantee to submit various financial reports to DWS, as set forth below in a separate column in *Table 2: Federal, State and DWS Auditing Requirements.*

E. The Entity Type, Amount, and Source of Government Funds Determines the Type of Financial Report Required

Whether or not a Subrecipient is required to obtain and submit an annual audit or other financial reports is determined by the Subrecipients's entity type, the amount, and source of government funds that the Subrecipient expends during a given year.

Based on the SCAG, DWS requires all Subrecipients, except sole proprietorships, to submit an audit prepared according to government auditing standards whenever the Grantee has $350,000 or more in total revenues **and** 50% or more of those revenues come from government agencies (federal, state, county, and/or local, etc.). Unaudited reports may be required of Grantees with total revenues under $350,000.00 (see *Table 2: Federal, State and DWS Auditing Requirements.*

If GRANTEE is a non-profit organization, GRANTEE is required to comply with Utah Code: 51-2a-201.5: Accounting reports required – Reporting to state auditor. Not later than May 31st of each year, the Non Profit GRANTEE will disclose to DWS, in writing, whether: (i) the nonprofit corporation met or exceeded the dollar amounts listed in Utah Code: 51-2a-201.5, Subsection (2) in the previous fiscal year of the nonprofit corporation; and whether (ii) the nonprofit corporation anticipates meeting or exceeding the dollar amounts listed in Utah Code: 51-2a-201.5, Subsection (2) in the fiscal year the money is disbursed.

II. Definitions

Federal Funds means Federal financial assistance that a Subrecipient receives directly from Federal awarding agencies or indirectly from pass-through entities.

Government Funds means financial assistance that a Subrecipient receives from a combination of government sources, including Federal awarding agencies, State appropriations and other local governments.

OMB means the federal Executive Office of the President, Office of Management and Budget.

OMB Circular means a publication issued by the OMB that sets forth federal cost accounting or auditing requirements.

Pass-Through Entity means an entity (such as DWS) which receives federal funds and then passes those funds through to Subecipients, to carry out a project related to the federal award.

Service Provider means a private or governmental entity that receives funds from DWS for services provided to DWS clients under a program developed by DWS.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Pass-Through Entity for such federal funding. If the Grantee operates its own program of services for eligible clients, the Grantee shall comply with the financial record-keeping and reporting requirements that apply to federally-funded subrecipients, even if this Grant is funded solely by State funds.

III. Subrecipient's Submission Of Required Audits And Other Financial Reports:

A. Deadlines

The Subrecipient shall be bound by 2 CFR 200 Subpart F, "Audit Requirements" and the SCAG submission deadlines for audits and financial reports (see *Table 2: Federal, State and DWS Auditing Requirements,* below).

The Subrecipient may request an extension to the deadline for required DWS reports by contacting DWS at the address below. However, the Subrecipient understands that DWS can extend only those deadlines for reports required by DWS. Subrecipients must contact the Federal Clearinghouse, federal awarding agencies, and the State Auditor's Office to obtain extensions of deadlines for submission of reports to those entities.

B. Addresses

The Subrecipient shall submit all audits and financial reports to the entities identified in the applicable law, 2 CFR 200 Subpart F, "Audit Requirements" and the SCAG. See also *Table 2: Federal, State and DWS Auditing Requirements,* below.

Where the Subrecipient is required to submit audits and financial reports to DWS under 2 CFR 200 Subpart F, the SCAG and DWS Grant provisions, the Subrecipient shall submit the required audits and financial reports to the following address:

DWS OF WORKFORCE SERVICES
Contracts Manager
P.O. Box 45249
Salt Lake City, Utah 84145-0249

C. **Additional Definitions Used In This Part:**

Audit Findings means a schedule of all costs questioned by the auditor relative to Government Funds.

Compliance Opinion means an auditor's opinion that Subrecipient has complied with all applicable auditing laws and requirements. Utah Code Ann. § 51-2-3.

Federal Clearinghouse means the federal clearinghouse designated by the OMB. As provided in OMB Circular A-133.320(i), "the address of the Federal clearinghouse currently designated by OMB is Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 47132."

Financial Statements means financial reports of the Subrecipient's accounting records for a given fiscal year, prepared by an independent accountant or employee of the Subrecipient, including balance sheet, income and expense statement, statement of cash flows, and the preparer's notes to the Financial Statements.

GAAP means Generally Accepted Accounting Principles, a combination of authoritative accounting principles, standards, and procedures (set by policy boards). Usual statements in a financial statement include balance sheet, statement of income and expenses, statement of cash flows and notes to the financial statements.

GAS means Government Auditing Standards, issued by the Comptroller General of the United States, to be followed in audits of state and local governments and non-profit organizations that receive federal financial assistance. GAS is often referred to as Generally Accepted Government Auditing Standards ("GAGAS"). For financial statement audits, GAS/GAGAS incorporate the generally accepted standards issued by the AICPA.

Non-profit Organization means a corporation or foundation which: (1) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; and (2) does not distribute any part of its income to its members, trustees, or officers.

Program-Specific Audit means an audit of one specific federal program, using GAGAS standards, as described in 2 CFR 200.501(c) and 2 CFR 200.507.

Reporting Package means the auditor's package of financial reports as defined in 2 CFR 200.512, and shall include Financial Statements and Schedule of Expenditures of Federal Awards, Summary Schedule of prior audit findings, Auditor's report(s), and corrective action plan.

SCAG means the State Compliance Audit Guide issued by the State Auditor's Office.

Single Audit means an audit that includes both the Subrecipient's Financial Statements and the Federal awards using GAGAS standards, as described in 2 CFR 200.514.

Statement of Functional Expense means a breakdown of administration expenses and expenses attributed to actual program services on a program-by-program basis.

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Table 2: Federal, State, and DWS Auditing Requirements

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
Government Agency: Non-Profit Subrecipient: OR Non-Profit Service Provider	**$750,000** or more expended in Federal Funds	Single Audit or Program Specific Audit, using GAGAS standards. (2 CFR 200.501, 2 CFR 200.507, and 2 CFR 200.514) **Financial Reports Required from Grantee:** 1. Data Collection Form as described in 2 CFR 200.512 (a), (b) and (d) -to Federal Audit Clearinghouse 2. Reporting Package- to: (a) Federal Audit Clearinghouse (b) Each federal awarding agency - if audit disclosed Audit Findings or reported the status of any Audit Findings in the Summary Schedule (2 CFR 200.512 (c) and (d))	Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following audits and reports to the Utah State Auditor's Office: 1. Copies of the entire Single Audit or Program Specific Audit report 2. The auditor's management letter, if the Single Audit or Program Audit report disclosed any Audit Findings. (The SCAG provides that there are NO reporting or auditing REQUIREMENTS for Non-Profit Organizations that receive LESS THAN 50% of their total funding from Government Funds, regardless of the amount of funding.)	1. This Grant also requires Grantee to submit the following: a. Auditor's Management Letter; and b. Upon request by DWS, (1) Entire Single or Program Specific Audit report; and (2) Reporting Package (if not already required by 2 CFR 200 Subpart F) (3) For non-profit Grantees, the statement of Functional Expenses.	1. Thirty (30) days after Grantor receives the auditor's reports, or nine (9) months after end of fiscal year audited, whichever occurs first. (2 CFR 200.512(a)(1)) 2. The above deadlines also apply to submission of Single Audit or Specific Audit reports required by the Utah State Auditor's Office and this DWS Grant.

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
Government Agency; Non-Profit Subrecipient; OR Non-Profit Service Provider	**Less than $750,000 expended in Federal Funds, but $350,000 or more in total revenue**	No audit required -- but records must be available for review or audit by Fed. Officials (2 CFR 200.501(d))	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following audits and reports to the Utah State Auditor's Office: a. Audited Financial Report using GAS/GAGAS (also know as "Yellow Book" standards. b The auditor's management letter, if the GAS/GAGAS "Yellow Book" report disclosed any Audit Findings. See Utah Admin. Code Rule R123-5 "Audit Requirements for Audits of Political Subdivisions and Nonprofit Organizations." § 51-2-3 regarding records to be included in the Audit Report, compliance with State law, test work requirements, Compliance Opinion and other compliance issues.	Government agencies and non-profit entities if 50% or more of the total funds received by non-profit Grantee are Government Funds: 1. Copy of the Entire Audit Report required by the SCAG; and 2. Auditor's Management Letter. 3. Statement of Functional Expenses. IF LESS THAN 50% of total funds received by a non-profit Grantee are from Government Funds such that Grantee is not required by the SCAG to submit any financial reports, DWS requires: 1. Unaudited CPA Review; and 2. Statement of Functional Expenses.	Within six (6) months after end of Grantee's fiscal year Utah Code Ann. § 51-2a-202

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
Government Agency; Non-Profit Subrecipient; OR Non-Profit Service Provider	**Less than $350,000 but $200,000 or more in total revenue**	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Unaudited CPA Review.	Government agencies and non-profit entities (if 50% or more of the total funds received by non-profit Grantee are Government Funds): 1. Unaudited CPA Review; and 2. Statement of Functional Expenses IF LESS THAN 50% of total funds received by a non-profit Grantee are from Government Funds; 1. Unaudited CPA Compilation; and 2. Statement of Functional Expenses	Within six (6) months after end of Grantee's fiscal year

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
	Less than **$200,000** but **$100,000** or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Unaudited CPA Compilation	All Non-Profit Organizations that receive 50% or more of their total funding from Government Funds AND all governmental agencies: 1. Unaudited CPA Compilation; **and** 2. Statement of Functional Expenses IF LESS THAN 50% of the total funds received by a Non-Profit Organization are from Government Funds: 1. Unaudited Financial report prepared according to GAAP; **and** 2. Statement of Functional Expenses	Within six (6) months after end of Grantee's fiscal year
	Less than **$100,000** but **$25,000** or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Financial Information on the form approved by the State Auditor.	All Grantees: Unaudited financial information, including, at a minimum: 1. Balance sheet; **and** 2. Income and Expenses Statement	Within six (6) months after end of Grantee's fiscal year
All Contracting Entities	Less than **$25,000** received from DWS in the Fiscal Year	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit to the Utah State Auditor's Office, financial information on the form approved by the State Auditor	NO REQUIREMENTS	Within six (6) months after end of Grantee's fiscal year

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
For-Profit Subrecipients; OR Service Providers	Based upon the same funding level breakdowns as above	NO REQUIREMENTS	NO REQUIREMENTS	The non-profit reporting requirements identified above also apply to for-profit Grantees with the following exceptions: 1. The reporting format required of non-profit Grantees is not required. 2. The Independent Auditor's Report on State Legal Compliance is not required. 3. The financial reports of foreign organizations (organizations located outside the State of Utah) shall be accepted as prepared. 4. Local subsidiaries or divisions of an outside organization shall submit a statement of functional expenses in addition to the parent organization's financial report.	Within six (6) months after end of Grantee's fiscal year

ATTACHMENT __D__

NON-DISCLOSURE AGREEMENT

Each **Contractor/Grantee** employee or volunteer and each **Sub-Contractor/Grantee** employee or volunteer who has access to Customer personal information must sign this Non-Disclosure Agreement at the beginning of the grant or upon hire. A signed copy of this Agreement must be in each employee's/volunteer's file subject to inspection and review by the Department of Workforce Services (DWS).

The **Contractor/Grantee** and its employees and volunteers will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure.

1. The information shall be used only to the extent necessary to assist in the purposes identified within this Agreement and shall not be re-disclosed for any purposes not specifically authorized in this contract.

2. The information shall be stored in a place physically secure from access by unauthorized persons.

3. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.

4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.

5. The Contractor/Grantee shall instruct all authorized personnel regarding the private nature of the information and that they are subject to State and Federal law penalties for unauthorized disclosure of information.

6. The Contractor/Grantee shall permit DWS or any other authorized State or Federal Agency to make on-site inspections to insure that the requirements of this contract and all applicable State and Federal laws, statutes and regulations are being met.

7. The Contractor agrees to hold DWS harmless for any damages arising out of the unauthorized disclosure of confidential or private information from DWS records.

_____

Signature Date

_____

Print Name

Rev. 02/17/2015 ebd

ATTACHMENT E
CODE OF CONDUCT

Each **Contractor/Grantee employee or volunteer and each **Sub-Contractor/Grantee** employee or volunteer who has interaction with clients must sign this "Code of Conduct" at the beginning of the grant or upon hire. A signed copy of this Code must be in employee's/volunteer's file subject to inspection and review by Department.**

The Contractor agrees that it shall adhere to the following Code of Conduct when providing services and shall require all others authorized through or engaged by the Contractor to perform services to follow the same Code of Conduct. The Provider Code of Conduct is in addition to all other contract requirements, policies, rules and regulations governing delivery of services to clients. The purpose of the code is to protect vulnerable clients from abuse, neglect, maltreatment and exploitation. The Code of Conduct clarifies the expectation of conduct for providers of contracted, licensed and certified programs and their employees, which includes administrative staff, non direct care staff, direct care staff, support services staff and any others when interacting with clients. Nothing in this Code shall be interpreted to mean that clients should not be held accountable for misbehavior or inappropriate behavior on their part, or that providers are restricted from instituting suitable consequences for such behavior. As used in this clause "Contractor" shall include, the contractor, its employees, officers, agents, representative or those contracted through the Contractor to perform services authorized by the contract.

Contractor, its agents or representatives authorized through it shall not abuse, sexually abuse or sexually exploit, neglect, exploit or maltreat; any client. Furthermore, no person shall cause physical injury to any client. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to supervisory personnel.

The Contractor shall not by acting, failing to act, encouragement to engage in, or failure to deter from will cause any client to be subject to abuse, sexual abuse or sexual exploitation, neglect, exploitation, or maltreatment. The Contractor shall not engage any client as an observer or participant in sexual acts. The Contractor shall not make clearly improper use of a client or their resources for profit or advantage.

Contractor understands and acknowledges that failure to comply with this Code of Conduct may result in corrective action, probation, suspension, and/or termination of contract, license or certification.

Clients protected by this clause shall include any person under the age of 18 years; and any person 18 years of age or older who is impaired because of mental illness, mental deficiency, physical illness or disability, use of drugs, intoxication, or other cause, to the extent that he is unable to care for his own personal safety, health or medical care; and is a participant in, or a recipient of a program or service contracted with, or licensed or certified by the Department of Workforce Services.

Abuse shall include the following, but is not limited to:

1. Harm or threatened harm, meaning damage or threatened damage to the physical or emotional health and welfare of a client.
2. Unlawful confinement.
3. Deprivation of life-sustaining treatment.
4. Physical injury including, but not limited to, any contusion of the skin, laceration, malnutrition, burn, fracture of any bone, subdural hematoma, injury to any internal organ, any injury causing bleeding, or any physical condition which imperils a client's health or welfare.

5. Any type of physical hitting or corporal punishment inflicted in any manner upon the body.

Sexual abuse and sexual exploitation will include, but not be limited to:

1. Engaging in sexual intercourse with any client.
2. Touching the anus or any part of the genitals or otherwise taking indecent liberties with a client, or causing an individual to take indecent liberties with a client, with the intent to arouse or gratify the sexual desire of any person.
3. Employing, using, persuading, inducing, enticing, or coercing a client to pose in the nude.
4. Employing, using, persuading, inducing, enticing or coercing a client to engage in any sexual or simulated sexual conduct for the purpose of photographing, filming, recording, or displaying in any way the sexual or simulated sexual conduct. This includes displaying, distributing, possessing for the purpose of distribution, or selling material depicting nudity, or engaging in sexual or simulated sexual conduct with a client.
5. Committing or attempting to commit acts of sodomy or molestation with a client.
6. This definition is not to include therapeutic processes used in the treatment of sexual deviancy or dysfunction which have been outlined in the clients treatment plan and is in accordance with written agency policy.

Neglect may include but is not limited to:

1. Denial of sufficient nutrition.
2. Denial of sufficient sleep.
3. Denial of sufficient clothing, or bedding.
4. Failure to provide adequate supervision; including impairment of employee resulting in inadequate supervision. Impairment of an employee may include but is not limited to use of alcohol and drugs, illness, sleeping.
5. Failure to arrange for medical care and/or medical treatment as prescribed or instructed by a physician when not contraindicated by agency after consultation with agency physician.
6. Denial of sufficient shelter, except in accordance with the written agency policy.

Exploitation will include, but is not limited to:

1. Utilizing the labor of a client without giving just or equivalent return except as part of a written agency policy which is in accordance with reasonable therapeutic interventions and goals.
2. Using property belonging to clients.
3. Acceptance of gifts as a condition of receipt of program services.

Maltreatment will include, but is not limited to:

1. Physical exercises, such as running laps or performing pushups, except in accordance with an individual's service plan and written agency policy.
2. Chemical, mechanical or physical restraints except when authorized by individual's service plan and administered by appropriate personnel or when threat of injury to the client or other person exists.
3. Assignment of unduly physically strenuous or harsh work.

4. Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements when used solely as a means of punishment.
5. Group punishments for misbehavior of individuals except in accordance with the written agency policy.
6. Verbal abuse by agency personnel: engaging in language whose intent or result is demeaning to the client except in accordance with written agency policy which is in accordance with reasonable therapeutic interventions and goals.
7. Denial of any essential program service solely for disciplinary purposes except in accordance with written agency policy.
8. Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes except in accordance with written agency policy.
9. Requiring the individual to remain silent for long periods of time solely for the purpose of punishment.
10. Extensive withholding of emotional response or stimulation.
11. Exclusion of a client from entry to the residence except in accordance with the written agency policy.

Contractor agrees to document and report abuse, sexual abuse and sexual exploitation, neglect, maltreatment and exploitation as outlined in this Code and cooperate fully in any resulting investigation. Reports may be made by contacting the local Regional Office within 24 hours on the first available work day. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to the Department of Workforce Services.

_____ _____

Employee/Volunteer Signature Date

_____

Print Employee/Volunteer Name

[Rev.01/15]

ATTACHMENT _F__

CRIMINAL BACKGROUND CHECK REQUIREMENT
FOR
GRANTEES & CONTRACTORS PROVIDING SERVICES TO
DWS CUSTOMERS, MINORS AND/OR VULNERABLE ADULTS

A. All Contractors/Sub-Contractors and Grantees/Sub-Grantees (collectively referred to herein as "Contractors") must obtain an **annual** Utah Bureau of Criminal Identification (BCI) Utah criminal background check for all of their employees and volunteers who have access to DWS customer confidential information. In addition, if the Contractor's primary customers are minors or vulnerable adults, the Contractor must obtain an **annual** fingerprint-based national criminal history record check for all employees and volunteers who provide direct services to or have direct access to minors and/or vulnerable adults.

B. This policy does not apply to Contractors who are required by law or by another governmental entity to obtain background checks. In such cases, the Contractor shall provide DWS with a description of the background check policy (type of check, who is required to be checked, and frequency) and proof of compliance with such law(s), regulation(s) or requirements.

C. Definitions

- "Confidential information" includes but is not limited to: personal identifying information, medical/clinical/counseling records, financial records, case information, etc.

- "Direct service" means providing services to a DWS customer, minor, and/or vulnerable adult when the services are rendered in the physical presence of the DWS customer, minor, and/or vulnerable adult or in a location where the person rendering services has access to the physical presence of the DWS customer, minor and/or vulnerable adult. Services include, but are not limited to: providing individual services such as counseling, mentoring, job coaching, training, job search activities, testing and/or providing mental health and medical services to DWS customers. See Utah Code Ann. 62A-5-101(6).

- "Direct access" means that an individual has, or likely will have, contact with or access to a minor or vulnerable adult that provides the individual with an opportunity for personal communication or touch. See Utah Code Ann. 62A-2-101(8).
- "Minor" means any person under the age of 18.
- "Vulnerable adult" means an elder adult, or an adult 18 years of age or older who has a mental or physical impairment including mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, short-term memory loss, or other cause which substantially affects that person's ability to:
    - provide personal protection;
    - provide necessities such as food, shelter, clothing, or medical or other health care;
    - obtain services necessary for health, safety, or welfare;
    - carry out the activities of daily living;
    - manage the adult's own resources; or
    - comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Utah Code Ann. 76-5-111(1)(s).

D. Background checks shall be obtained according the Contractor's qualifications per Utah statute:

- If the Contractor meets the requirements to request Utah criminal history information under Utah Code Annotated 53-10-102(19), 53-10-108(1)(b) and (g) and the National Child Protection Act (Public Law 105-251, 42 USC 5119a) (working with children and vulnerable adults and/or fiduciary funds, national security, or under other statutory authority) then the Contractor must be or become certified as a Qualified Entity by the Utah Bureau of Criminal Identification and obtain Utah and fingerprint-based national criminal history record checks through the BCI.
- If the Contractor does not meet the statutory requirements referenced above, then the Contractor shall require their employee/volunteer to contact the BCI and follow the BCI procedures to obtain their own Utah and national fingerprint-based national criminal history record checks.

- BCI information can be found at http://publicsafety.utah.gov/bci/.

E. Contractor shall be responsible for all fees associated with the background check unless otherwise assigned to the individual by the Contractor, or otherwise provided for by DWS herein.

F. Contractor must immediately notify DWS if an employee/volunteer's record shows criminal history.

G. DWS may restrict or prohibit an individual from accessing confidential information, providing direct customer service, or having direct access to a minor and/or vulnerable adult until a valid criminal background check is completed or in the event the background check indicates:

- convictions or a plea in abeyance involving such offenses as theft, illegal drug use and/or trafficking, fraud, sexual offenses, lewdness, domestic violence, assault, battery, identity theft, any felony, any class A misdemeanor, or any other conduct or action that may, in the judgment of DWS, create a risk of harm to a DWS customer, minor, and/or vulnerable adult and/or suggests the individual is at risk for compromising confidential information.

H. It is the Contractor's responsibility to prevent direct services or direct access to minors and/or vulnerable adults by employees or volunteers whose criminal history record shows any of the following offenses:

- Any matters involving an alleged sexual offense.
- Any matters involving an alleged felony or class "A" misdemeanor drug offense.
- Any matters involving an alleged "crime against the person" under Utah Code 76- 5-101 et seq.

I. For each individual subject to this policy, the Contractor shall keep the annual and verifiable background check on file. Verification that background check has been performed must be made available to DWS upon request.

J. DWS may terminate this Agreement in the event the Contractor fails to complete and maintain records of background checks for staff members in a manner consistent with this policy.

Attachment G:

Appropriate Uses of TANF Funds

The TANF program provides funding for a wide variety of employment and training activities, supportive services, and benefits that will enable clients to get a job, keep a job, and improve their economic circumstances. As a general rule, grantees must use the available funds to assist eligible, needy families with a child and to accomplish one of the four purposes of the TANF program:

1. Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.
2. Reduce the dependency of needy parents by promoting job preparation, work and marriage.
3. Prevent and reduce the incidence of out-of-wedlock pregnancies.
4. Encourage the formation and maintenance of two-parent families.

Any use of Federal TANF funds must be consistent with TANF purposes and applicable TANF rules. Any costs charged to the TANF program must be necessary, reasonable, and allocable to the program. For more details and additional guidance, refer to Office of Management and Budget (OMB) cost principles in OMB Circular A-87 Part 200 Subpart E. The following list identifies some possible uses of TANF funds.

Allowed	Disallowed
• Administrative Expenditures • Advertising and public relations • Audit costs and related services • Basic needs *(i.e. food, clothing, shelter)* • Bonding costs • Communication costs *(i.e. telephone services, postage, electronic or computer transmittal services)* • Compensation *(i.e. salaries, wages, fringe benefits, pension, retirement benefits, severance pay)* • Eligibility determination *(i.e completing forms, gathering documentation)* • Employee morale, health and welfare *(i.e. recreational activities, incentives, counseling, employee performance)* • Equipment *(i.e. office equipment, furnishings, HVAC, copiers, IT equipment and systems)* • Food Service costs *(i.e. catered meals for trainings, meetings or conferences)* • Indirect Costs • Insurance and indemnification • Maintenance and repairs *(i.e. vehicles, buildings security, janitorial, upkeep of grounds)* • Materials and supplies • Meetings and conferences	• Alcoholic Beverages • Alumnae activities • Bad debts *(i.e. contractor debts, uncollectable accounts, collection costs, legal costs)* • Building purchases, facilities, land or real estate • Capital expenditures *(unit cost of $5000 or more)* • Construction *(i.e. new buildings, remodeling, renovation)* • Cost incurred in criminal and civil proceedings • Contributions or donations rendered • Entertainment *(i.e. amusement, diversion, entertainers, social activities, tickets to shows, sports events, meals, lodging, gratuities)* • Entertainment related food service costs *(i.e. catered parties or holiday parties for staff or clients, award dinners, Mother's Day lunch at a local restaurant, catered lunch for Grand Opening events)* • Fines and penalties • Fund raising *(i.e financial campaigns, endowment drives, solicitation of gifts and bequest)* • Goods or services for personal use • Idle facilities or idle capacity *(i.e. unused facilities and cost associated)* • Lobbying

• Memberships *(i.e. business, professional organizations)* • Professional Services • Publication and printing • Rental costs of building and equipment • Training and education • Transportation Costs • Travel *(i.e. airfare, lodging, transportation, meals)*	• Medical services • Prescriptions or Copays • Mortgage payments • Vehicle purchases • Stipends and honorariums • Supplanting • Sales Tax • Foreign travel

Attachment H Department of Workforce Services **Budget Detail Form**				
Organization Name:	Grand County Family Support Center			
Contract Dates:	July 1, 2016 - June 30, 2019			
Category I Administrative Expenses Note: Total Administrative costs (direct and indirect) must not exceed 10% of the total.	**Grant Funds Requested Year 1**	**Grant Funds Requested Year 2**	**Grant Funds Requested Year 3**	**Total Budget Request**
1. Salaries	$4,732	$4,732	$4,732	$14,195
2. Fringe Benefits	$1,725	$1,725	$1,725	$5,174
3. Travel/Transportation	$250	$250	$250	$750
4. Space Costs				$0
5. Utilities				$0
6. Communications (printing, copying, phone, postage)	$250	$250	$250	$750
7. Equipment/Furniture				$0
8. Supplies				$0
9. Miscellaneous				$0
10. Indirect Costs				$0
11.Conferences/Workshops (training)	$500	$500	$500	$1,500
12. Insurance				$0
13.Professional Fees/Contract Services				
Total Category I Administrative Expenses	$7,456	$7,456	$7,456	$22,369
Category II Program Expenses				
1. Salaries	$42,584	$42,584	$42,584	$127,751
2. Fringe Benefits	$15,523	$15,523	$15,523	$46,570
3. Travel/Transportation	$2,250	$2,250	$2,250	$6,750
4. Space Costs				$0
5. Utilities				$0
6. Communications (printing, copying, phone, postage)	$11,550	$11,550	$11,550	$34,650
7. Equipment/Furniture	$20,000	$20,000	$20,000	$60,000
8. Supplies	$30,036	$30,036	$30,039	$90,111
9. Miscellaneous				$0
10. Indirect Costs				$0
11.Conferences/Workshops (training)	$4,500	$4,500	$4,500	$13,500
12. Insurance				$0
13.Professional Fees/Contract Services	$2,100	$2,100	$2,100	$6,300
Total Category II Program Expenses	$128,543	$128,543	$128,546	$385,631
Total Expenses Category I and II	$135,999	$135,999	$136,002	**$408,000**

ATTACHMENT I

Department of Workforce Services – TANF Funding

Grant Narrative

Organization: Grand County Family Support Center at The Christmas Box House

Directions: Provide a detailed narrative in the space provided. If additional space is needed, you may attach a separate Word document.

1. FUNDING INFORMATION

Describe the background regarding the grant award or appropriation of TANF funds.

Grand County Family Support Center @ The Christmas Box House has never been appropriated funding from TANF in the past. This is a first time award. Legislative appropriations in 2016. We have been in existence as a Family Support Center since July, 2007.

2. TARGET POPULATION

Describe the target population and how the program intends to identify, market, recruit, and engage participants.

Our current application process and parent background screening information can be used after they are revised in both English and Spanish. A separate questionnaire to parents can be devised for needed information. We can then utilize our concerns and information during a Local Inter-agency Council in monthly meetings and include a large majority of our partnering agencies in Grand and San Juan county. Involve other interested parties in the advocating and resolving of the day care crisis in Grand county.

Attend community events where families with children congregate to inform them of this new service by setting up booths with the information and where questions can be answered. By updating our current pamphlets and information sheets in both English and Spanish. Advertising on our Facebook page and in local newspapers and in public radio advertising on the local stations here. Attending public forums.

Invite the community to an Open House here at the center with the sole intent of promoting our new services as an outreach to other agencies, organizations, clients and the populations served by them informing them of the TANF grant and the services that will be offered under that grant separate from our DCFS grant and answer questions and provide the needed information and purpose. Educate the public as well by being out among them at popular public places.

Outreach through public speaking at various places throughout the community during events, special engagements, the public radio stations and at the schools during school event times. Utilizing our community resources for advertising.

Placing the revised pamphlets in both English/Spanish at the offices of our partnering organizations and at large.

3. PROGRAM SERVICE

Describe the scope of the service to be offered and explain how the program supports one or more of the TANF purposes. Include a description of the program model or practice to be utilized. Describe the collaboration with other organizations and/or community partners.

In our area, safe and reliable licensed day cares, are in high demand. So many families are not able to work because of day care availability and no one they can rely on to watch their children, in particular for infants under the age of two and without financial assistance the majority of the parents cannot pay for day care on their wages alone. It is a major crisis here. Couples are finding that in order for both to work they often leave other children to care for the younger ones, or one parent chooses not to work leaving the family in a financial situation where they have to rely on food stamps, etc. This causes parental stress and marriage/relation conflicts. Couples split up, and the children become part of the statistics, being raised in a single parent household. This puts the children in a vulnerable situation in more ways than one. The custodial parent usually finds another partner soon afterwards, putting the children at even further risk of possible abuse and or neglect.

It would be our intention to raise awareness of this crisis in our community to more people than just the parents discovering this when they return to the workforce after having a baby.

We strongly feel that by having more day cares in Grand County that are "state licensed" would help families in adequately finding reliable and safe care for the child while they work. In addition to having more facilities that could care for infants under the age of two. We would host educational and social events where we can express our concerns here to Grand County residents. By empowering and connecting other partnering agencies and organizations that have a common interest and facilitate their sharing and experiences with their clients so we all know we are not alone in the concern for our two parent families that are falling between the cracks for financial assistance for safe and reliable day cares for their older children and infants in particular.

Having an individual to publish research, conduct case studies, and enter data that positions us as a trusted, experienced and knowledgeable agency on the purpose of this grant.

GCFSC would initiate the process of being a Resolve Advocate, and get some great responses on the day care crisis here. Get interested people involved through advocating and have a goal to up our state licensed day cares here from a significant low number to a more reasonable number per capita to our area.

All the partnering agencies know of the crisis here regarding child care but it seems no one is taking the initiative by assisting our families with infants, toddlers, and young children in securing a more reliable and routine schedule of care for their children while they work. This will be strongly addressed during a Local Inter-agency meeting here at the FSC.

It is statically known that children who do not live with both biological parents were roughly twice as likely to be poor, to have a birth outside of marriage, to have behavioral and psychological problems, and to not graduate from high school. Other studies have reported associations between family structure and child health outcomes. An example in on study found children living in single-parent homes were more likely to experience health problems, such as accidents, injuries, and poisonings. Of course, most children in single-parent families will not experience these negative outcomes. The answer depends on the outcome being assessed as well as other factors. Fortunately living in Utah, we have the lowest rates of single parent households in the nation. But there are still those that are falling between the cracks and not able to receive the needed help in areas pertinent to strong and confident families. If a parent feels the security of knowing their child(ren) is safe while they work, they are more apt to continue to work, the work is more effective, and that usually means longer term employment at the same place.

4. **ELIGIBILITY** **(Must be answered if providing services under Purposes 1 and 2, requiring income eligibility)**

Programs will be required to determine eligibility based on the following (for additional eligibility determination information refer to http://jobs.utah.gov/services/tevs/tanfcontract.html):

a. Families receiving services must be at or below 200% of Federal Poverty Level (FPL).
b. Families receiving services must have an eligible child under the age of 18.
c. Organization will be responsible for verifying eligibility by filling out Form 300.
d. Organization will be responsible for entering participant information in TEVS.

Describe how the organization intends to address the TANF eligibility requirements.

We will not be providing services under Purposes 1 or 2. N/A

5. **MEASUREMENTS AND OUTCOMES**

Describe the intended service measurements, outcomes and data collection method(s) to support these outcomes.

To do outreach and education to the community at large, but in particular to the businesses and other agencies. We would need to educate the business owners, such as the restaurants, motels, tourist shops, grocery stores, etc. as to the crisis Moab parents are experiencing with the day care situation. Some of these educating techniques can be by the way of shift policies and more flexibility for those with very young children. Advocating for more state licensed day cares that offer more flexibility when it comes to the exact services needed. Educate families on a more broader range of child care from home based services versus child care facilities. Approach our local Chamber of Commerce, City and Seekhaven Family Resource Center or the Moab Valley Multi-Cultural Center just to name a few about partnering up to get more licensed day cares available. To have all information in both English and Spanish.

We would start by setting up workshops by inviting families, other agencies, child care providers already licensed, home based providers, business owners, Chamber of Commerce members, City and County Council members, the Grand County School District elementary principal and teachers, the Charter School, the Head Start Program staff members, Early Intervention, the local preschools and other community members to join in and try to problem solve this sensitive subject that all the other agencies are also experiencing with the clientele. Everyone talks about it, but there is never any action to help the families here experiencing and living with the consequences of so few day cares and only 2 out of 8 that accept children under the age of two, and then those that do, can only accept up to (2) under the age of two.

A series of meetings that will show us where the support is at, who is willing to be allies in this outcome, gain the support of the families. The solution will have to come from multiple sources. Creative meetings will take time and funding. During the meetings a plan of action will be implemented.

ATTACHMENTS

I. **501(c)(3) Letter**- If applicable.
II. **Negotiated Indirect Cost Rate Agreement**- If applicable.

Attachment J

Program Definition and Outcomes

Instructions: In addition to the explanation of the outcomes as outlined in the funding narrative, provide details below.

A. The population and outcomes must be defined below.

Population:	Families with children ages infant to 11 years old in Grand and San Juan County. Geographical Region 11
Outcomes (expected results) and indicators (measurable data): May be more or less than 3 outcomes, add additional bullets as needed.	Outcome I: New pamphlets, intake forms and flyers, Facebook page and a new website in both English and Spanish. Indicator 1: By having forms in both English and Spanish we can better serve the Hispanic/Latino population. We would not have to rely on an interpreter being available 24/7, and would reduce significantly our needing one as often. It would improve our relationships by everyone being able to understand our mission and in retrospect, our understanding of the individual or group. By circulating pamphlets that will advertise our services will also look will more inviting to read and review. Flyers in both English and Spanish would bring more people into the focus of our mission and give anyone interested in involvement the opportunity decide if they would like to be able to do so. Indicator 2: By contracting out a professional interpreter to translate all the pamphlets, intake forms, and flyers into Spanish will allow staff more efficient use of time in doing the day to day activities, will reduce the time for in-takes, and free up needed time to increase knowledge of our new services to the community, other agencies, and organizations. . Indicator 3: Clientele can access our services through several reliable sources including social media. Outcome II: Family Support Center will develop a coalition of agencies and interested individuals who will assist in developing materials, workshops and attend conferences. Indicator 1: A broad-based campaign will be implemented that will generate public awareness of the crisis Grand County is experiencing with the lack of reliable, safe and trustworthy day care for working families with children ages birth to 2 years old. As it is now, the agencies are aware of the crisis, however businesses are not, this will allow us to address this crisis and show the community at large that this lack of reliable child care

	in Grand County is a barrier to families finding employment and being able to keep that employment over time. Indicator 2: By using flyers and public announcements we will be able to get people interested in solving the day care problem and enticing qualified individuals to set up licensed day cares for ages infant to 2 years old as the main goal. By inviting people from all the community we can introduce the possibility of getting people more involved with the day care crisis here. Indicator 3: By organization a team of partnering agencies, and parents and our hope is to get businesses involved we will utilize the center and our resources to commit to the group's efforts in strengthening the day care resources for Grand County. Outcome III: Update the facility to a more modern time, and be able to adequately have effective and positive meetings and provide better childcare for clientele while using our facility during meeting and organization times under the TANF grant. Indicator 1: To have a more modern facility with the required equipment will enable us to do the outcome more effectively. Indicator 2: By ensuring we have the safe and age appropriate play equipment, and toys for all ages will encourage parents and community members to bring the children here while we meet for Conferences, Workshops and general meetings after our contract hours with DHS. Indicator 3: Many people have expressed a desire to open up a State licensed day care here but need incentives to do so. We will provide those incentives by offering resources and assistance where we are able to. Indicator 4: In initiating a group of committed volunteers will help to sustain the efforts and bring sufficient amount of caring people with the same goal in mind of helping to resolve the day care crisis here in Grand County.

B. For services under purpose 1 and 2 where eligibility is required, DWS may also track Quarterly Wages pre-enrollment and post completion. The grantee will not be responsible to collect wage data unless it was specifically in the grantee's proposal under outcomes.

AGENDA SUMMARY GRAND COUNTY COUNCIL MEETING September 20, 2016 Agenda Item: T	
TITLE:	Public Hearing to solicit public comment on a proposed Ordinance to amend the Land Use Code Section: Sec. 9.17 Site Plan Review - Amending site plan review for commercial or multi-family development by removing Planning Commission review
FISCAL IMPACT:	Net positive
PRESENTER(S):	Mary Hofhine, Community Development Representative

Prepared By:
MARY HOFHINE
GRAND COUNTY
COMMUNITY
DEVELOPMENT
REPRESENTATIVE

FOR OFFICE USE ONLY:

Attorney Review:

N/A

STATED MOTION :

Council policy is to extend public hearings for ten days and vote on proposed legislation at the next regular Council meeting.

PLANNING COMMISSION RECOMMENDATION:

Approval

STAFF RECOMMENDATION:

Approval

BACKGROUND:

Currently the Land Use Code requires site plan review approval by the Planning Commission. Site plans are administrative and as long as the applicant meets the requirements of the code a site plan shall be approved. Review by the Planning Commission becomes redundant and creates additional time constraints on the applicant.

ATTACHMENT(S):

1. Proposed Draft Ordinance
2. Staff report

GRAND COUNTY, UTAH
ORDINANCE NO. ____, SERIES 2016

AMENDING SECTION 9.17 SITE PLAN REVIEW 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 9.17 Site Plan Review* of the *Grand County Land Use Code* by addressing redundancy associated with the process;

WHEREAS, the Grand County Planning Commission considered this item in a public hearing on August 24, 2016, at which time the Planning Commission recommended August 24, 2016;

WHEREAS, the County Council considered this item in a public hearing held on September 20, 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 9.17 Site Plan Review*, to read as follows;

Sec. 9.17 Site Plan Review

9.17.1 Applicability

Prior to the issuance of a zoning development permit or building permit for any commercial or multi-family development in any zone district, a site plan shall be submitted to the Community Development Department for approval.

9.17.2 Purpose

The purpose for Site Plan Review is to assist the building inspector with zoning review, which must be accomplished prior to the issuance of a zoning development permit and building permit. In this one-step review, the Zoning Administrator reviews proposed developments for conformance with the General Development Standards of Article 6 and applicable zoning requirements of this LUC.

9.19.3 Submission Requirements

The developer or owner shall submit the site plan drawn to an acceptable scale and with adequate copies. The scale and number of copies shall be that deemed necessary by the Zoning Administrator. The site plan shall include the following:

A. Parking, loading, and refuse areas;

B. Access ways, including points of ingress, egress;

C. Sidewalks and trails;

D. Fences and walls;

E. Location and dimensions of structures and signs;

F. Location and type of outdoor lighting;

G. Typical elevations of such buildings;

H. Landscaping and screening;

I. Topography;

J. Specific areas proposed for specific types of land use;

K. Lots or plots;

L. Any areas with slopes in excess of 30 percent;

M. Any areas in a natural drainage or the 100 year floodplain;

N. Existing and proposed easements, areas proposed for public dedication; and

O. Building footprint(s), water and sewer lines, easements and drainage improvements in Digital Format; if available. Digital information shall be provided in the latest version of AutoCAD, or other format compatible with the County GIS as may be specified by the Zoning Administrator (currently preferred in State Plane Coordinates - Utah Central Zone or the Valley Coordinate System) with all measurements stated in feet.

9.17.4 Action

A. Zoning Administrator shall consider the General Development Standards of Article 6 and the requirements of the underlying zone district.
B. In the approval or disapproval of the site plan, the Zoning Administrator shall not be authorized to waive or vary conditions and requirements contained in this LUC.
C. Building permits in conformance with site plan. It shall be unlawful to issue a building permit prior to the approval of the site plan by the Zoning Administrator. No building permit shall be issued except in conformity with the approved site plan or in accordance with authorized minor changes.

9.17.5 Minor Changes

Subsequent to approval of a site plan, minor changes may be authorized by the Zoning Administrator when such minor changes will not cause any of the following to occur:

A. A change in the character of the development;

B. An increase in the intensity of use;

C. A reduction in the originally approved separations between buildings;

D. An increase in the external effects, including that of outdoor lighting, on adjacent property;

E. A reduction in the originally approved setbacks from property lines;

F. An increase in the problems of circulation, safety and utilities;

G. An increase in the height of such buildings;

H. An increase of more than 20 percent or a 1,000 square feet, whichever is less, in ground coverage by structures;
I. A reduction in the off-street parking;
J. A change in the subject, size, lighting or orientation of originally approved signs; or
K. A decrease in the percentage of landscaping required.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this ___th day of _____ 2016 by the following vote:

Those voting aye: _____

Those voting nay: _____

Absent: _____

ATTEST:	**Grand County Council**
_____	_____
Diana Carroll, Clerk/Auditor	Elizabeth Tubbs, Chairman

DRAFT

STAFF REPORT

MEETING DATE: August 24, 2016

TO: Grand County Council

FROM: Community Development Department *Staff*

SUBJECT: Public Hearing – Land Use Code Amendment

PLANNING COMMISSION RECOMMENDATION
The Grand County Planning Commission reviewed the amendment in a public hearing on August 24, 2016 and forwarded a favorable recommendation to the County Council

STAFF RECOMMENDATION
Approve

BACKGROUND
Currently the Land Use Code requires site plan review approval by the Planning Commission. Site plans are administrative and as long as the applicant meets the requirements of the code a site plan shall be approved. Review by the Planning Commission becomes redundant and creates additional time constraints on the applicant.

DRAFT LANGUAGE

Sec. 9.17 Site Plan Review

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C. Sidewalks and trails;
D. Fences and walls;
E. Location and dimensions of structures and signs;
F. Location and type of outdoor lighting;
G. Typical elevations of such buildings;

H. Landscaping and screening;
I. Topography;
J. Specific areas proposed for specific types of land use;
K. Lots or plots;
L. Any areas with slopes in excess of 30 percent;
M. Any areas in a natural drainage or the 100 year floodplain;
N. Existing and proposed easements, areas proposed for public dedication; and
O. Building footprint(s), water and sewer lines, easements and drainage improvements in Digital Format; if available. Digital information shall be provided in the latest version of AutoCAD, or other format compatible with the County GIS as may be specified by the Zoning Administrator (currently preferred in State Plane Coordinates - Utah Central Zone or the Valley Coordinate System) with all measurements stated in feet.

9.17.4 Action ~~of Commission~~

A. ~~The Planning Commission~~ Zoning Administrator ~~consideration~~ shall consider ~~include~~ the General Development Standards of Article 6 ~~,~~and the requirements of the underlying zone district.~~, and other aspect deemed by the County Planning and Zoning Commission necessary to consider in the interest of promoting the purposes of this LUC~~.
B. In the approval or disapproval of the site plan, the ~~Planning Commission~~ Zoning Administrator shall not be authorized to waive or vary conditions and requirements contained in this LUC.
C. Building permits in conformance with site plan. It shall be unlawful to issue a building permit prior to the approval of the site plan by the ~~Planning Commission~~ Zoning Administrator. No building permit shall be issued except in conformity with the approved site plan or in accordance with authorized minor changes.~~, including all conditions of approval applied by the Planning Commission.~~

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B. An increase in the intensity of use;
C. A reduction in the originally approved separations between buildings;
D. An increase in the external effects, including that of outdoor lighting, on adjacent property;
E. A reduction in the originally approved setbacks from property lines;
F. An increase in the problems of circulation, safety and utilities;
G. An increase in the height of such buildings;
H. An increase of more than 20 percent or a 1,000 square feet, whichever is less, in ground coverage by structures;
I. A reduction in the off-street parking;
J. A change in the subject, size, lighting or orientation of originally approved signs; or
K. A decrease in the percentage of landscaping required.