Call to Order (Chairperson Stocks)

Pledge of Allegiance

Approval of Minutes (Secretary Till)
  A. August 2, 2019 (Study Committee Regular Meeting)

General Reports

Community Outreach and Possible Action
  B. Suggestions for additional public service announcement(s) and/or flyer update (Committee Member Till)
  C. Suggestions for next newspaper editorial regarding the public engagement process (Chairperson Stocks)

Citizens to Be Heard

Presentations
  D. Presentation and continued discussion on draft districting plans (Bill Cooper, districting consultant)

General Business- Action Items (none)

Consent Agenda- Action Items (none)

Discussion Items (none)

Discussion and Possible Action on Study Strategy
  E. Discussion and possible action on recommending a districting plan, either with or without relying on voting precinct boundaries, for the Optional Plan (Committee Member Greenberg)
  F. Continued discussion and possible action items on elements to include in the Optional Plan for Grand County government (Attorney Gavin Anderson)
    a. Legislative Powers and Responsibilities
      i. Section 2.08(2): Quorum requirement of 3 members – determine a possible requirement for an affirmative vote of 3 rather than a simple majority for an action to pass
      ii. Section 2.03(3): Council members elected by district – determine initial staggering of terms via a mix of 2, 4, or 6-year options
      iii. Section 2.02(2): Council members elected at large – determine whether to have the 3 at-large seats designated and elected independently versus running as a pool of candidates
      iv. Section 2.04(1): Council members elected by district – determine which governing body (the governing body under the current form of government versus the new form) handles reapportionment after the 2020 Census
      v. Compensation and benefits of Council Members – determine the process for changing compensation such as:
        1. Sections 2.06 & 5.01(2): whether to allow reduction of compensation during mid-year
           a. whether to require a super majority to pass
2. Section 2.06: whether to allow reduction of compensation during term
   a. whether to require a super majority to pass
3. Section 2.06: whether to include Cost of Living Adjustments (COLAs) for Council Members at the same time as other countywide COLAs are authorized
   a. whether to require a super majority to pass
4. Section 2.06: whether to allow an increase in compensation during term
   a. whether to require a super majority to pass

vi. Section 2.09: Council meetings – requirement of recusals
vii. Section 2.09(4): Council meetings – authority for cancelled Council meetings
viii. Section 2.12(2): Council prohibitions – whether to allow Council Members to be contractors with Grand County

b. Executive Branch Powers and Responsibilities
i. Section 3.01(3): Chief executive/Council-appointed Manager – determine whether to be appointed and removed by a majority vote of a quorum or by a super majority
ii. Section 3.01(1): Hiring process and qualifications of County Manager – determine requirements such as county residence, education, etc.
   1. See State Code and County Manager job description & contract for Summit and/or Wasatch Counties, as compared to Grand County Council Administrator job description
iii. Section 3.02(1): Duties of executive/County Manager for appointment and removal of county board members – determine the County Council level of advice and consent to be required
   1. See County Council and County Manager Administrative Department salary & benefit costs for Summit & Wasatch Counties – as compared to Grand County Council and Administrator Department salary & benefit costs

c. Transition Plan
i. Section 5.01(2): Current County Council Members – determine whether to extend or dissolve terms

d. Other elements of the Optional Plan for discussion and determination

☐ Public Hearings- Possible Action Items (none)
☐ Future Considerations
☐ Closed Session(s) (if necessary)
☐ Adjournment

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS. In compliance with the Americans with Disabilities Act, individuals with special needs requests wishing to attend Change of Form of Government Study Committee 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) 345-3162

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 Change of Form of Government Study Committee 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 forty-eight (48) hours prior to a regular or special Change of Form of Government Study Committee Meeting, subject to the Chair's authorization. Information relative to these meetings/hearings may be obtained at the Grand County Council's Office, 125 East Center Street, Moab, Utah and at www.grandcountyutah.net; (435) 259-1346.

A Change of Form of Government Study Committee 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. For more information: www.grandcountyutah.net/change. Email: studycommittee@grandcountyutah.net
Call to Order
The Grand County Change in Form of Government Study Committee ("Study Committee") met in Regular Session on the above date in the County Council Chambers. The meeting was called to order by Chairperson Stocks at 12:02 p.m. with a quorum present. In attendance at the call to order were Study Committee Members Judy Carmichael, Walt Dabney, Jeramy Day, Cricket Green, Bob Greenberg (by phone), and Marcy Till; Committee Member Jeramy Day arrived at 12:06 p.m. Also in attendance were Attorney Gavin Anderson and Ruth Dillon (County Council Administrator) to take minutes.

Pledge of Allegiance
The Pledge of Allegiance to the Flag was led by Judy.

Chairperson Stocks requested a motion to move agenda item E forward.

MOTION:
Motion by Walt to move Item E, "Presentation and discussion on draft districting plans," to the immediacy, seconded by Judy carried 6-0.

Presentations
E. Presentation and discussion on draft districting plans

Bill Cooper of Bristol, Virginia, districting consultant, attended by phone and led a second video conference showing and reviewing draft districting maps A, B, and C that were also provided in the packet. He explained that he stayed within +/- 5% for near-equal populations within the two draft districts—one urban and one rural—with such population figures being based on the U.S. 2010 Census. He stated that +/-5% is a rule of thumb for One Person One Vote. He noted that, with an expected county election in 2022, the final districting plan could perhaps be tweaked to come into line with One Person One Vote following the 2020 Census data. He further stated that he relied on the registered voter count found on the county website. He offered that he could provide other alternative maps for the two districts.

Jeramy requested a "what if" map of rural versus urban that would exclude the precincts, and to draft it by population. Attorney Gavin Anderson stated there is no legal reason for Council districts to be wedded to the voting precincts, and that the County Clerk can annually redraw voting precinct boundaries with the approval of the County Council; further, that it is likely more common than not for precincts to be split.

Attorney Anderson explained that voting precincts are currently required by state statute yet are fairly easy to change in terms of their boundaries. Bob pointed out that the governing body will have the opportunity to approve the redrawing of voting precinct boundaries if desired, following the updated 2020 Census data. Marcy suggested communicating a recommendation to the County Clerk to see about updating the voting precincts for County Council approval. Attorney Anderson responded that there is a defined timeline in state code for when boundaries can be redrawn. Walt suggested waiting for the Census data prior to making a recommendation regarding precinct boundary changes, and there seemed to be agreement by Study Committee Members. Mr. Cooper stated that 2020 Census data are expected to be officially released in
February or March of 2021, after which states and counties can consider going through a redistricting process.

Bob suggested that the draft map C appears to be closest to what the Study Committee desires. He suggested to ask Mr. Cooper to return next meeting for the Study Committee to decide between draft map C and another new map created during today’s meeting that ignores precinct lines. Mr. Cooper provided a new draft plan based solely on Moab City limits and agreed to provide it to the Study Committee. Attorney Anderson suggested that, with the new draft plan, a piece of Moab would have to be cut out in order to come in closer to +/-5%. Mr. Cooper stated that Census Bureau estimates indicate that half of the aggregate population growth has occurred within the city limits, but that this could be off as much as 20%. Study Committee members discussed using pure Census data rather than considering subjective analyses. Attorney Anderson stated that the Study Committee needs to stick as closely as possible to the objective figures; that if there is a wide divergence between 2010 and 2023 population data, such will be fixed via apportionment laws as a result of the 2020 Census data.

Approval of Minutes

A. July 26, 2019 (Study Committee Regular Meeting)

Chairperson Stocks requested any changes or corrections to the minutes.

MOTION:
Motion by Judy to approve the minutes of July 26, 2019 seconded by Cricket carried 7-0.

General Reports

B. Report on analysis in response to “Other” public surveys received in the courthouse by the July 5th deadline

County Council Administrator Dillon reported on the analysis of the “Other” category of 106 unmarked surveys that individuals had requested and that had been received by the Treasurer’s Office or the Council Administrator’s Office by the 5PM July 5th deadline. The analysis was also provided for the packet and did not change the cumulative synopsis provided by Walt on July 19th, although a difference was pointed out in the desire by the survey respondents in the “Other” category to have 7, rather than 5, members of the new governing body.

Community Outreach and Possible Action

C. Suggestions for additional public service announcement(s)

Marcy stated that the Study Committee flyer could be updated now that the Council-Manager form of government recommendation has been made, with 5 members and a combination of at-large and district seats. Marcy agreed to work with County Council Administrator Dillon to update the flyer.

D. Suggestions for next newspaper editorial regarding the public engagement process

Chairperson Stocks stated that there is no need for a newspaper editorial at this point, and that newspapers have covered the progress made as to recommendations for the Optional Plan. He stated that he will provide an update to the County Council on Tuesday.

Citizens to Be Heard - none

Discussion and Possible Action on Study Strategy

F. Discussion and possible action on recommending either part-time or full-time status of the future governing body

Bob requested to understand from Attorney Anderson whether it is necessary to determine part-time versus
full-time status rather than simply budgeting accordingly. Attorney Anderson mentioned that there is no Council designated as full-time in Utah, including Utah County. He stated that it is not necessary to state full-time versus part-time in the Optional Plan but that many Optional Plans do so. Bob suggested adopting language that is similar to our current plan. County Council Administrator Dillon suggested that full-time could potentially require the payment of full-time benefits, as is the case currently in the County. Bob suggested that compensation, including benefits, could be discussed at the next meeting.

**MOTION:**

At 1:25 p.m., Walt moved for a 10-minute recess for snacks and a restroom break which was seconded and passed 7-0.

At 1:37 p.m., Chairperson Stocks returned the meeting to order with all present.

**MOTION:**

Motion by Bob that the new form of government Plan recommend that Council Members be considered part-time positions was seconded by Jeramy and carried 7-0.

G. Continued discussion and possible action on elements to include in the Optional Plan for Grand County government

Attorney Anderson complimented the committee for their work last week in determining recommendations, and in being careful, thoughtful, and productive, even when they do not agree. He remarked that the Study Committee is doing an excellent job.

Attorney Anderson reviewed each section of the second draft of the initial proposed outline for the Optional Plan. He stated that the second draft eliminates the options related to all other forms of government.

Attorney Anderson stated that the “Purpose and Preamble” section (Section I) is sometimes relied upon in legal cases, that this section is not “fluff.” He indicated that sometimes arguments over legislative versus executive functions occur, and that the Grand County Preamble section could state that if there is any doubt, federal and state models could be considered.

Under “Legislative Powers and Responsibilities” (Section III), Bob suggested that the Optional Plan needs to indicate an affirmative vote of three for an action to pass rather than a simple majority based on attending County Council Members. It was determined that this will be an action item next meeting.

County Council Administrator brought up the possibility of six-year terms for some of the Council Member positions as an option for maintaining staggered terms. Other options included two- and four-year terms. Attorney Anderson stated that terms should be staggered between the two districts, with naming nomenclature of District A & B (or District 1 and 2).

Attorney Anderson suggested that a change in district boundaries based on the 2020 Census data could occur prior to swearing in of the Council Members expected in January 2023, that either the then-current Council could handle reapportionment or that this could be a first order of business for the new County Council.

Jeramy suggested that the County’s Community and Economic Development Department may have numbers on development and growth and thus could possibly provide a closer idea of what the 2020 Census will look like.
Bob suggested that it would be appropriate for the governing body in office in the Spring of 2021 to reapportion if necessary. Attorney Anderson stated that the Optional Plan could reserve the power to reapportion once the new form of government is in place. Attorney Anderson suggested that, whatever the case, reapportionment needs to be spelled out in the Optional Plan. It was determined that this will be an action item next meeting.

Marcy inquired about the transition plan of moving from 7 members currently to 5 in the new form of government. Attorney Anderson stated that the current County Council will have a lot of input into various aspects of the transition plan, which is part of the Optional Plan, and that this is a discussion under Section VI of the initial proposed outline being reviewed.

Study Committee Members suggested having the at-large seats designated and elected independently, such as Seats 1, 2 and 3 (or A, B and C), versus running as a pool of candidates. It was determined that this will be an action item next meeting.

Regarding compensation and benefits, Study Committee Members discussed options for no reduction during mid-year; no reduction during term; and/or no increase during Council Member term. It was determined that these will be action items next meeting. County Council Administrator Dillon suggested that the Study Committee may wish to consider including Cost of Living Adjustments (COLA) in the Optional Plan. Chairperson Stocks suggested the possibility of requiring a super majority to approve compensation and benefits, along with the need to define “super majority” for purposes of the Optional Plan, typically defined as two-thirds.

There was Committee discussion regarding the County’s recently adopted updated policy on conflict of interest and disclosures as well as a question as to whether recusals are required. It was determined that these will be action items next meeting.

Attorney Anderson indicated that the Optional Plan could include cancelled meetings.

Upon request by Jeramy, County Council Administrator Dillon spoke on the current process for County Council Members who request an agenda item, stating that a Council Member cannot be denied an agenda item based on the current Policies and Procedures of the Governing Body. There was Study Committee discussion of possibly requiring two Council Members to request an agenda item.

**MOTION:**
Motion by Jeramy that the Optional Plan state that any Council Member be able to place any item on the agenda, was seconded by Cricket. Discussion followed. Jeramy amended his motion to include any Grand County Elected Official and then subsequently withdrew the amendment.

**SUBSTITUTE MOTION:**
Substitute motion by Judy that the Optional Plan state that any Council Member or the County Manager can put anything on the agenda for any of the meetings, seconded by Cricket was approved 7-0.

Attorney Anderson indicated that a Council Member may be a contactor with the County, and that this could be outlined in the Optional Plan.

Regarding county special service districts and local districts, Marcy inquired as to whether the Optional Plan could require Council Members to participate on local districts. County Council Administrator Dillon stated that the enabling documents already require County Council Member participation with a seat on each of the local and special service districts, yet the Study Committee may need to determine a transition plan for the current enabling documents and other ordinances and resolutions.
Study Committee Members agreed to keep the option in the Plan to prohibit direct Council interference with executive branch activities and employees except in open meetings and as provided by law.

Under “Executive Branch Powers and Responsibilities” (Section IV), Committee Members discussed the possibility of requiring a super majority for hiring and removal of the County Manager/chief executive. It was determined that these will be action items next meeting.

Regarding the hiring process and County Manager qualifications, such as residence and educational requirements, it was determined that these will be action items next meeting.

Committee Members indicated a desire to have the County Manager as an at-will employee who is not part of the merit system.

Marcy suggested that the County Council Administrator would be most informed regarding what the job of the County Manager entails. Additionally Attorney Anderson reminded Study Committee Members that the County Manager position is very different from the Council Administrator position in that the County Manager is entirely responsible for the executive branch of government.

Marcy suggested that the Study Committee may wish to consider a Deputy Manager (or Assistant Manager) position to support the County Manager. County Council Administrator Dillon reported that the 2019 Needs Assessment indicates a current need for a Deputy Administrator or Assistant Administrator, given the current requirement to oversee 12 county departments.

Bob suggested that the section of the Optional Plan on duties of the executive needs to use state statute language regarding the fact that the executive has no duties or supervision over the independent elected officials.

Regarding the appointment and removal of board members, it was determined that it will be an action item next meeting to determine the Council level of advice and consent to be involved.

Walt suggested the need for a framework for a process on how the County Manager communicates with the County Council, and how the County Manager is supervised. Attorney Anderson explained that the position is much like a County Elected Mayor position except without veto power.

Cricket suggested adding that the County Manager must attend the Council meetings.

A question was raised regarding necessary changes in resolutions, etc. as a result of the expected change in form of government. County Council Administrator Dillon stated that at the very least the language of “Council Administrator” will need to be changed to “County Manager” in all the formal county documents, which includes policies, resolutions and ordinances.

Walt questioned whether communication to coordinate between the Council Chair and the County Manager can be mandated in the Optional Plan. Attorney Anderson stated that communications can be done in open meetings, and that this communication between legislative and executive branches of government is a significant issue for consideration. He stated that the County Council cannot tell the County Manager what to do except through the power of budget, hiring and firing (of the County Manager), and ordinances.

There was Study Committee discussion of the need for an emergency appointment due to a temporary absence or disability of the County Manager, as well as the need for an appointment of a Deputy (or Assistant) County Manager; there was also brief discussion surrounding who would do the hiring of same,
and whether advice and consent of the County Council will be required. County Council Administrator Dillon stated that currently Council Members are invited to participate in interviews when the Administrator determines hiring of Department Heads, but that the Administrator has the final authority in these hiring decisions. It was determined that these will be action items next meeting.

Attorney Anderson stated that the Optional Plan could spell out who prepares the budget and how, whether it is the Clerk/Auditor or the County Manager. County Council Administrator Dillon, upon request, stated that the new Budget Advisory Board is high functioning and hears the requests of the Department Heads and Elected Officials prior to the Council hearing the final overarching budget requests. She continued that it is comprised of a mix of legislative and executive power with two current Council Members as well as Elected Officials and citizen representation, among others including an appointed Department Head. Attorney Anderson stated that budget power is a significant power of the County Council that could be considered for the Optional Plan to be retained in full.

County Council Administrator Dillon agreed to provide the list of questions to the Study Committee, with the aid of Attorney Anderson, to consider for next meeting.

Under Section V, “Administrative Organization – Offices, Departments and Agencies,” Committee Members determined that the structure of departments will be set out only by ordinance. County Council Administrator Dillon suggested that Study Committee Members think about the placement of Human Resources (HR) in that HR sometimes gets in a bind due to the fact that the County Manager will have no power over the Elected Officials yet must carry out relevant executive responsibilities. Committee Members determined that HR will be placed under the executive branch, possibly under the Deputy/Assistant County Manager; and that purchasing responsibilities will stay with the Clerk/Auditor, as well as records and archives responsibilities as long as the Clerk/Auditor will agree to these assignments. Further, Study Committee Members agreed to leave out the option regarding elected offices may be consolidated and to scrap the section of the Optional Plan outline on personnel system.

Under Section VI, “Transition Plan,” Study Committee Members agreed to leave intentions of the outline as is; discussed briefly an incumbent’s transition to a new term with no additional compensations; and discussed how to handle a transition plan if the Optional Plan fails at the election, thereby becoming an automatic Commission form of government. It was stated that a new study committee may be needed if the ballot fails. It was determined that there will be an action item next meeting to determine extending or dissolving terms as part of the transition plan.

Committee Members inquired about the possibility of getting the Optional Plan onto the 2019 ballot; County Council Administrator Dillon read from the County Attorney’s May 2019 conclusion indicating a 120-day requirement prior to the November 2019 election to have submitted the Optional Plan, and that July 8, 2019 is 120 days prior to the November general election. She reported that she had posed the question once again to the County Attorney who is traveling and who indicated an intention to prioritize a response to the Study Committee next week.

Attorney Anderson indicated that an Optional Plan can be simple, and that simpler may be better.

Future Considerations
Chairperson Stocks requested that Committee Members plan to hold an extended meeting next Friday in order to attempt to complete the Optional Plan.

Chairperson Stocks suggested that it may be necessary to schedule additional meetings and/or possibly extend currently scheduled meetings with the intention of getting the Optional Plan onto the 2019 ballot if it is deemed possibly by the County Attorney. County Council Administrator Dillon agreed to immediately forward to Study
Committee Members, once received, the County Attorney's response to the question about whether a 2019 ballot for the Optional Plan is still possible.

Upon request by Marcy, County Council Administrator Dillon agreed to provide a sample job description for a County Manager to the Study Committee soon.

County Council Administrator Dillon informed the Study Committee that her office has researched the Utah transparency website for administrative support positions and corresponding salary and benefit costs. She agreed to soon provide such data for the two Council-Manager forms of government in the State of Utah.

Closed Session(s) (if necessary) - none

Adjournment
The meeting was adjourned at 4:14 p.m. by a motion that carried unanimously as made by Cricket and seconded by Jeramy.

______________________________
Stephen Stocks
Chairperson

______________________________
Marcy Till
Secretary
<table>
<thead>
<tr>
<th>District</th>
<th>Population</th>
<th>Deviation</th>
<th>% Deviation</th>
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<tbody>
<tr>
<td>1</td>
<td>5046</td>
<td>433</td>
<td>9.39%</td>
</tr>
<tr>
<td>2</td>
<td>4179</td>
<td>-434</td>
<td>-9.41%</td>
</tr>
</tbody>
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### Population Summary Report
Grand County, UT – Draft Plan C -- July 30, 2019

<table>
<thead>
<tr>
<th>District</th>
<th>Population</th>
<th>Deviation from ideal district size</th>
<th>% Deviation from ideal district size</th>
<th>Moab Pop.</th>
<th>% Moab Pop.</th>
<th>2018 Registered Voters</th>
<th>% 2018 Registered Voters of 2010 18+ Pop.</th>
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<tbody>
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<td>4893</td>
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<td>7107</td>
<td>77.04%</td>
<td>1.4753</td>
<td></td>
</tr>
</tbody>
</table>

Ideal District size = 4,612

Total Deviation 12.16%

Note: Population data based on 2010 Census, with estimates to account for census blocks split by precinct boundaries.
Sorry got interrupted and didn’t finish one of my comments:

Sections 3.05(1)(2) i. Appointment of executive office staff - Deputy (or Assistant) Manager, etc. and in the event of a temporary absence or disability - whether advice and consent of the County Council will be required

1. Review of Utah Council-Manager administrative support positions and corresponding salary and benefit costs (if ready)

In my opinion the entire organizational structure and hierarchy of Grand Co. needs to be overhauled. I’ve suggested budgeting for a consultant to review the County’s organizational structure and provide advice on a more effective organizational chart. And since an entity’s organizational chart is best left as a living concept I think it would be best to not hard-wire any particular substructure under the County Manager. That hierarchy and those positions may change over time, depending on growth, and the outcome of various organizational studies, etc.

However, the process for covering a time period without a County Manager would be a useful part of an optional plan. In the past we’ve established a committee to fulfill the duties of a vacant Council Administrator. However, as I’ve said, I think a lot of thought and study needs to go into establishing the hierarchy, positions, and organizational structure under the County Manager. It’s not something I would want to rush, and then hard-wire into the optional plan.

---

From: Chris Baird
Sent: Wednesday, August 07, 2019 9:56 AM
To: ‘Gavin Anderson’ <GAnderson@slco.org>; Ruth Dillon <rdillon@grandcountyutah.net>; Bob Greenberg <bgreenberg@grandcountyutah.net>; Cricket Green <cgreen@grandcountyutah.net>; Jeramy Day <jday@grandcountyutah.net>; Judy Carmichael <jcarmichael@grandcountyutah.net>; Marcy Till <mtill@grandcountyutah.net>; Stephen Stocks <sstocks@grandcountyutah.net>; Walt Dabney <wdabney@grandcountyutah.net>
Cc: Christina Sloan <csloan@grandcountyutah.net>; Bryony Chamberlain <bchamberlain@grandcountyutah.net>; Jana Smith <janasmith@grandcountyutah.net>
Subject: RE: List of questions for Optional Plan- sneak peak

Hello, for what it’s worth I have a few comments (in blue) on the below under the proposed questions. -Chris
Study Committee,

Here is what Gavin and I agree to be the list of questions for discussion / action at this week's (extra long) meeting:

a. Legislative Powers and Responsibilities

Section 2.08(2)  i. Quorum requirement of 3 members with a possible requirement for an affirmative vote of 3 rather than a simple majority for an action to pass

ii. Council members elected by district – initial staggering of terms via 2, 4, and/or 6-year options

iii. Council members elected at large – 3 at-large seats designated and elected independently versus running as a pool of candidates

Section 2.04(1)  iv. Council members elected by district – determining which governing body handles reapportionment after the 2020 Census

Do we know how long it takes to get census information after the census is complete? The problem is that the filing period for office is Jan 1 – March 31. And, obviously the candidate will need to know what district they will be running for, and petitioning for. If we put the optional plan on this year's ballot (and assuming it passes), the districts will have to be created immediately (before Jan 1, 2020), and before the census is complete. If the election of officers happens in 2022, then the districts will have to be drafted by the end of 2021 so that candidates may begin filing by Jan 1 2022.

Section 2.06  v. Compensation and benefits of Council Members – process for changing compensation, such as no reduction during mid-year; no reduction during term; whether to include Cost of Living Adjustments; and/or no increase in compensation during Council Member term – each with possible super majority to pass

As terms will be staggered. There will never be a time when none of the Council members are NOT mid-term. So, unless incoming council members will be getting paid more than sitting council members, a compensation increase will have to be mid-term, at least for some council members.

Section 2.09  vi. Council meetings – requirement of recusals

Our recently revised conflict of interest ordinance already governs recusal requirements. This seems like something that should be left to a more comprehensive conflict of interest ordinance rather than hard-wired into the optional plan. Or perhaps the option plan could reference the county's most updated conflict of interest ordinance?

Section 2.09(4)  vii. Council meetings – authority for cancelled Council meetings

This seems more like a matter of governing body policy rather than something that would be in the optional plan.

Section 2.12(2)  viii. Council prohibitions – whether to allow Council Members to be contractors with Grand County

Again, our recently adopted conflict of interest ordinance covers this.
b. Executive Branch Powers and Responsibilities

Chief executive/Council-appointed Manager – appointed and removed by a majority vote of a quorum or by a super majority

Hiring process and qualifications of County Manager (county residence, educational requirements, etc.)

1. Review of Utah County Manager job descriptions (if ready)

Duties of executive/County Manager for appointment and removal of county board members - determine the County Council level of advice and consent to be required

Appointment of executive office staff - Deputy (or Assistant) Manager, etc. and in the event of a temporary absence or disability - whether advice and consent of the County Council will be required

1. Review of Utah Council-Manager administrative support positions and corresponding salary and benefit costs (if ready)

In my opinion the entire organizational structure and hierarchy of Grand Co. needs to be overhauled. I’ve suggested budgeting for a consultant to review the County’s organizational structure and provide advice on a more effective organizational chart. And since an entity’s organizational chart is best left as a living concept I think it would be best to not hard-wire any particular sub-structure under the County Manager. That hierarchy and those positions may change over time, depending on growth, and the outcome of various organizational studies, etc.

However, the process for covering time period without a County

c. Transition Plan

Current County Council Members - determine whether to extend or dissolve terms

Is it legal to extend a person’s term into a position that the citizens didn’t elect them into? And, as the current 5 districts will go away, 5 of the 7 council members will have been elected by a sub-set of the voters that will no longer be applicable to any new council position.

d. Other elements of the Optional Plan

Ruth

Ruth Dillon
Council Administrator
Grand County Council
125 E. Center St.
Moab, UT 84532
(435) 259-1347 work
(303) 949-6006 cell
New email: rdillon@grandcountyutah.net

The smallest act of kindness is worth more than the grandest intention.
Transform intentions into acts. -Oscar Wilde
OPTIONAL PLAN FOR GRAND COUNTY GOVERNMENT

Preamble

Grand County is authorized by legislative enactment, in the Changing Forms of County Government Act, 2018, HB 224 (the “Act”), to change its form of county government. Based thereon, the County hereby sets forth an Optional Plan for Grand County Government (hereinafter referred to as the "Plan"). This Plan adopts the county council-manager structural form of government as provided by the Act.

The structural form retains without change all existing incorporated municipalities, special and local districts, public authorities, county service areas, school districts, and other local government entities. The management arrangement vests the County’s legislative powers in the County Council and the County’s executive powers in the County Manager.

The purpose of this Plan is to provide a separation of executive and legislative powers. Where the Plan is silent on the distribution or allocation of powers according to a traditional executive-legislative distinction. The focus of residuary powers not expressly vested in the Manager or the Council should be determined by function. Where helpful, state and federal separation-of-power models should be used to determine whether a particular power or activity is executive or legislative.

As used in this Plan the following words are defined as follows:

The word "Department" shall refer to the major organizational units under the direction and supervision of the County Manager.

The words "Executive" or "Executive Branch" shall refer to those powers granted to or those Departments and agencies under the direction and supervision of the County Manager and shall not be construed to refer to any other elected Office, unless specifically stated in this Plan or in state law.

The words “Legislative” or “Legislative Branch” shall refer to those powers granted to or the staff or agencies under the direction and supervision of the County Council.

The words "Office" or “Officer” shall refer to the respective Offices, Officers, deputies, and organizations of County Treasurer, Sheriff, Clerk, Auditor, Recorder, Attorney, Surveyor, and Assessor, as those Offices are currently constituted or as they may be altered in the future.

The words “Predecessor County Council” shall refer to that County Council and its council members holding office in Grand County before the adoption and effective date of this Plan.
Part One - General Powers

Section 1.01. - Powers of Grand County

Grand County is continued as a body corporate and politic and a political subdivision of the State of Utah. It has all county powers pursuant to the authority of the Constitution of the State of Utah and the general laws of the State of Utah, including common law, either now or hereafter expressly or impliedly granted to any county.

Section 1.02. - Interpretation of Powers

The powers of Grand County shall be construed liberally in favor of the exercise of authority by the government of Grand County. The specific enumeration of powers in this Plan shall not be construed to limit the scope of the authority conferred by the general laws of the State of Utah.

Section 1.03. - Levels of Services and Functions

Grand County, consistent with the general laws of the State of Utah, may provide differing levels of services and functions to areas outside or within incorporated municipalities, as allowed by state law. Nothing in this Plan shall be construed to prevent the County from creating local or service districts, service areas, interlocal cooperative agreement entities or other entities or agencies to provide services, as allowed by state law.

Part Two - The Legislative Body

Section 2.01. - Composition of the Council

1. The legislative body of Grand County shall be a Council composed of five (5) members, consisting of three (3) Council members elected at-large and two (2) Council members elected by geographical district. A quorum of the Council consists of OPTION

2. By a majority of the full membership at its first meeting, and the first meeting annually thereafter, the Council shall elect one member to serve as Chair and one member to serve as Vice-Chair. The Chair and Vice-Chair shall serve terms of one year. During the absence or disability of the Chair, the Vice-Chair shall assume all of the duties of the Chair. The Chair and Vice-Chair shall have full right to debate and vote in the Council.

3. The Chair shall set the Council's agenda, preside at its meetings and sign all legislative acts. Upon the request of a Council member or the County Manager, additional items shall be included in the agenda with or without the approval of the Chair.

Section 2.02. - Council Members Elected At-Large

1. Three Council members shall be elected at-large by the voters of Grand County through partisan elections. They shall meet the qualifications of office of county elected officials as established by state law, and they shall remain residents of Grand County throughout their terms of office.
2. For the purpose of electing at-large Council members, there shall be individual seats known as Council Seats A, B and C. The lettered designation of at-large seats shall be maintained throughout the Council members’ terms and at-large council seats shall be so designated during future council election procedures.

3. The initial term of office for at-large Council Seat A shall be OPTION __ (__) years. The initial term of office for at-large Council Seat B shall be __ (__) years, and the initial term of office for at-large Council Seat C shall be __ (__) years. After the initial terms of office, the regular term of office of each at-large seat shall be __ (__) years. Each term begins at noon on the first Monday of January following each council member’s election.

Section 2.03. - Council Members Elected by District

1. Two Council members shall be elected by district by the voters of their districts, through partisan elections. They shall meet the qualifications of county elected officials as established by state law and be residents of their districts and they shall remain residents of their district and of the County throughout their terms of office.

2. For the purpose of electing district Council members, the County shall be divided into two (2) geographical districts designated Districts 1 and 2. The numbered designation of district seats shall be maintained throughout the Council members’ terms and seats shall be so designated during future council election procedures.

3. The initial term of office for District 1 shall be OPTION __ (__) years. The initial term of office for District 2 shall be OPTION __ (__) years. After the initial terms of office, the regular term of office of each district council person shall be OPTION __ (__) years. Each term begins at noon on the first Monday of January following each council member’s election.

Section 2.04. - Reapportionment and Adjustment of Council Districts

1. Council districts shall have substantially equal populations and shall be reapportioned by the Council within one year after each decennial census report is available. Upon reapportionment, the Council districts should, to the extent practical, remain consistent with their original geographical configuration and representation, allowing for continuity and facilitating contact between residents and district Council members.

2. The map of the initial Council districts, with their respective voting precincts, is attached as Exhibit A.

Section 2.05. - Vacancies

1. Members of the Council may be removed from office in accordance with state law.

2. The office of County Council member shall be deemed vacant if a member is removed, dies, resigns or fails to maintain his or her residency as required by this Part. Upon a vacancy of a member’s office, it shall be filled as prescribed by state law.

3. Any member wishing to resign from the Council must submit to the Council a written resignation, with the date and time the resignation is effective.
4. Upon a vacancy in the office of the Chair, the Vice-Chair shall serve as Interim Chair until the remaining Council members elect a new Chair. Upon a vacancy in the office of the Vice-Chair, the remaining Council members shall elect a new Vice-Chair.

Section 2.06. - Compensation of the Council

The initial base salary for members of the Council shall be OPTION _____ per year, (plus what benefits?) and salary may be modified OPTION ______. OPTION Members shall serve part-time and OPTION receive the same cost-of-living and merit salary adjustments as granted to other employees of the County. OPTION Additional compensation for certain expenses is permitted (travel and per diem). OPTION Council members’ salaries may be increased or decreased(process and timing). However, at no time may a member’s compensation be diminished during his or her term of office.

Section 2.07. - Staff to the Council

The County Council may appoint OPTION a council administrator and other staff as may be necessary to discharge the duties of the Council.

Section 2.08. - Voting on the Council

1. Voting shall be by roll call if requested by a member of the Council, and may be by electronic tabulation if available. The ayes and nays shall be recorded in the Council minutes as a matter of public record. A member may abstain from any vote OPTION (only for an expressed reason?). Members abstaining from a vote shall be considered present for the purposes of a quorum.

2. Except for matters on which a greater or lesser vote is expressly provided by law or by this Plan, no action of the Council shall be valid and binding unless approved by the affirmative vote of a majority of those present, provided there is a quorum present.

Section 2.09. - Meetings of the Council

1. The Council shall meet in regular session OPTION (times per month) at stated times (or set periodically by ordinance or Council regulations) and may, in addition, hold special meetings called in the manner provided by ordinance.

2. Meetings shall be held at the Council Board Room in the County Offices (correct title – address?) in Moab City. Occasional meetings may be held at other locations upon vote of the Council and with at least 24 hours’ written notice.

3. Proceedings and meetings of the Council shall be conducted in accordance with the Utah Open Meetings Act, Robert’s Rules of Order and other applicable state law and county ordinances. Electronic meetings may be held as provided by state law.

4. A regularly scheduled meeting of the Council may be canceled by a majority vote of the Council.

Section 2.10. - Powers and Duties of the Council
The Council is the legislative body of Grand County and is vested with all legislative powers of the County. The specific enumeration of legislative powers herein shall not be construed to limit the legislative powers of the Council. Within the scope and subject to the limits of its lawful powers and duties, the Council shall have the power to:

1. Consider and adopt ordinances, rules, regulations and resolutions, not contrary to general law, which are necessary and proper to the discharge of the Council's duties and in accordance with state law.

2. Consider and adopt an administrative code including policies, procedures and regulations governing the management and organization of the County.

3. Adopt, by ordinance or rule, regulations governing the activities, meetings and organization of the Council, such rules to be in accordance with this Plan and with ordinance, general law and state law.

4. Establish and adopt a budget, set and levy taxes, and establish fees as may be necessary and proper to perform County duties and functions and in accordance with state law.

5. Fix salaries and benefits of County Officers and employees in accordance with state law; county ordinances, policies and procedures; and this Plan.

6. Require information from the County Manager, other elected County Officers, and County employees and conduct hearings on matters of public concern to assist in the performance of its legislative responsibilities and for the purpose of investigating any matter pertaining to the County, its business affairs, or any Officer thereof. In connection with such hearings, the Council may by subpoena require the attendance of witnesses or the production of documents and other evidence, may administer oaths, and may take sworn testimony.

7. Conduct quasi-judicial or administrative hearings, including serving as the board of equalization and acting as a final board of review for hearing appeals regarding planning and zoning, license revocation, and similar matters as may be provided by statute, ordinance or other law.

8. Advise and consent to appointments in the Executive Branch, where such advise and consent is authorized by this Plan or by state law.

9. Supervise the conduct of all County Officers, in accordance with state law, regarding general county administrative ordinances or rules, and see that Officers and employees perform their duties, except that the council may not supervise the statutory and professional duties and authority of the elected Officers, except as provided by state law.

10. Within one year after each decennial census report, modify council district boundaries in accordance with state law and this Plan.

11. Divide the County into precincts and other districts required or permitted by law and change and create them as convenience and the public benefit requires and as provided by state law.
12. Fill vacancies on County boards whose membership is, pursuant to state law, composed of Council appointees.

13. Grant franchisees over and along County roads for all lawful purposes and according to such terms and conditions as the Council determines appropriate, in accordance with state law.

14. Provide for the development of County resources as shall appear appropriate to the Council, and in accordance with state law.

15. Do and perform every other act of a legislative nature, which is necessary and proper to the Council's powers and functions and which is not prohibited by this Plan or state law.

Section 2.11. - Appointment of County Manager

1. The County Manager is appointed by OPTION vote of the County Council and may be removed by OPTION vote of the Council.

2. County Council members who are elected to office on November 3, 2020, may begin the process of appointing a County Manager immediately after election day in anticipation of appointing and having in place a Manager on January 1, 2021.

Section 2.12. - Prohibitions

1. No member of the Council shall occupy any other elective public office during his or her membership on the Council.

2. Council members may not be employed by Grand County in any other capacity during membership on the Council, except that a Council member may contract with the County, either personally or through a business, subject to the requirements and prohibitions of state law and County ordinance regarding contracting and conflicts of interest.

3. The Council may, by ordinance, adopt a rule of procedure which requires a Council member to recuse himself or herself from Council discussion or vote, based on a specifically defined conflict of interest.

4. Members of the Council are subject to all limitations and prohibitions applicable under state law or County Ordinance, together with any sanctions or penalties associated therewith.

5. OPTION Neither the Council, nor any member thereof, shall appoint, dismiss, or give directions to any individual employee of the Executive Branch or of any of the Officers of the County nor influence or attempt to influence work assignments, individual personnel actions or the purchase of goods or services. Nothing in this Section shall be construed, however, to prohibit the Council, while in open or closed session, from engaging in any of its responsibilities as set out in this Plan or from fully and freely discussing with or suggesting or recommending to the County Manager or any other appointed or elected County Officer or employee, anything pertaining to County affairs or the interests of the County.

Part Three - County Manager
Section 3.01. - The County Manager

1. The chief executive officer of Grand County shall be the County Manager, who shall meet the OPTION qualifications (education and experience?) for office of Manager as established by the Council and shall reside in the County throughout each term of office. The Manager shall be an at-will employee.

2. The County Manager is a full-time position.

3. The County Manager shall be selected by majority vote OPTION of the County Council.

Section 3.02. - Vacancy and Removal

1. The County Manager may be removed from office without cause by OPTION a majority vote of the County Council.

2. If the County Manager position becomes vacant for any cause OPTION the Council may replace the Manager as provided herein.

3. The Manager is subject to all limitations and prohibitions applicable under the laws of the State of Utah or under County ordinance, together with any sanctions or penalties associated therewith.

4. The Manager shall not occupy any elective public office during his or her term.

5. A County Manager wishing to resign from the office shall submit to the Council a written resignation, with the date and time the resignation is effective.

Section 3.03. - Compensation

The initial base salary for the County Manager shall be OPTION per year, (plus what benefits?) and salary may be modified OPTION . OPTION receive the same cost-of-living and merit salary adjustments as granted to other employees of the County. OPTION Additional compensation for certain expenses is permitted (travel and per diem). OPTION The County Manager shall receive the same OPTION cost-of-living and merit salary adjustments as granted to other employees of the County.

Section 3.04. - Powers and Duties

The County Manager shall be the chief executive officer of Grand County and is vested with all executive and administrative powers and duties except those executive and administrative responsibilities vested by state law in the County Offices. The specific enumeration of executive powers herein shall not be construed to limit the executive powers of the County Manager. The County Manager's powers include, without limitation, the power to:

1. Manage and direct the activities of the County in a manner consistent with ordinance and this Plan, including the management and direction of Departments, divisions, sections, activities or agencies as now constituted or as may be created in the future, but not including the statutory and professional activities of the Officers.
2. Carry out and enforce the programs and policies of the County Council.

3. Carry out and enforce the internal operating regulations, policies and procedures of the County.

4. Faithfully execute the laws and ordinances of the County.

5. Enforce the terms of County franchises, contracts and other undertakings.

6. Assign employees and work in the Executive Branch, excepting the Offices.

7. Appoint, suspend and remove the members of County commissions and boards, OPTION with Council advice and consent. In the exercise of this power, the Manager shall have the power to establish standards, qualifications, criteria and procedures to govern these appointments, in accordance with state law and County ordinance.

8. Exercise control over County assets, funds, and property, except as that authority is delegated by state law to an elected County Officer, OPTION to include serving as the County Budget Officer.

9. Prepare and present OPTION a proposed budget to the Council, acting in the capacity of County Budget Officer.

10. Access and review County books, accounts and funds necessary to perform the executive function under the Plan, County ordinance and state law. In the exercise of this power, the Manager may maintain a continuing review of expenditures and effectiveness of budgetary control in the several Departments and agencies of the Executive Branch and may supervise and conduct audits for budget and management purposes. In the Manager's capacity as OPTION County Budget Officer, the Manager shall be responsible for fund oversight, payroll management, directing planning and budgeting, and supervising financial administrative and management necessary to those functions except where such functions are delegated to the County Auditor.

11. Negotiate and execute contracts for the purchase of goods and services. In the exercise of this power, the Manager shall sign all documents or instruments on behalf of Grand County, including contracts and bonding documents, but excluding legislative acts of the Council or documents which are to be signed by the County Clerk or other County Officer. The Manager shall follow all ordinances and state law regarding the processing of County contracts and similar undertakings. Contracts relating to the sale or purchase of real property are subject to County Council approval, as provided by law.

12. Consider, adopt and implement long range planning, programs and improvements.

13. Act as intergovernmental relations liaison.

14. Control and direct litigation in which the County is a party.

Comment [CB16]: Include "strategic Plan". I see the CEO's job as being one of predominately moving the Council's strategic plan forward.

Comment [CB17]: I believe it is the County Executive who has the power to appoint a budget officer. I am currently fulfilling that role, by way of the executive authority of the current county council. I would just state that the County Manager may appoint a budget officer. If the Executive doesn't appoint a budget officer, it defaults to the Auditor.

Comment [CB18]: Again, I think state law already gives the County Manager the authority to designate the budget officer. It's probably better to just indicate that the County Manager may appoint the budget officer.

Comment [CB19]: I'm hoping that a contracted study of Grand County's organizational structure will spell a lot of this out. There are a number of options for establishing a finance and payroll department. But, I think it is best to study the options thoroughly prior making any decisions. And, it's also probably best not to lock a particular structure in by memorializing it in the optional plan. That would make organizational amendments considerably more difficult for a County Manager. And again, I wouldn't lock the County Manager into the budget officer position. The Clerk/Auditor's office is currently the only office that has any financial capability. It would be a major organizational overhaul to shift the financial center over to the County Manager's office.

Comment [CB20]: This is something that I would emphasize.

Comment [CB21]: The County Attorney also has this power.
15. Attend and participate in Council meetings and discussions, with automatic standing, on every agenda, personally or through a deputy, but without the right to vote and without such attendance counting towards a quorum of the Council.

16. Do and perform every other act of an executive nature, which is necessary and proper to the Manager's powers and functions and which is not prohibited by this Plan or state law.

Section 3.05. - County Manager Deputy and Staff

1. The County Manager may designate OPTION a Deputy Manager, with the advice and consent of the Council, who shall assist the Manager and have such power and authority as may be delegated and assigned by the Manager. The Deputy Manager shall be OPTION a resident of Grand County and may serve as acting Manager in the temporary absence or short-term incapacity of the Manager. As acting Manager, the Deputy Manager shall exercise all of the powers of the office of the Manager, except as may be limited in writing by the Manager.

2. In the case of the removal of the Manager pursuant to a vote of the Council, the Council may direct the removal of the Deputy Manager as well, or may designate the Deputy Manager perform the duties of Manager until a replacement Manager is appointed by Council vote.

3. The County Manager may appoint such staff as may be necessary to discharge the duties of the office of Manager and as may be approved pursuant to state law or County ordinance.

Part Four - Administrative Offices, Departments and Agencies

Section 4.01. - General Provisions

1. All activities of the Executive Branch of Grand County under the direction and supervision of the County Manager shall be distributed among such Executive Branch Departments and agencies as are established by this Plan or may be established by the County Manager or by ordinance of the Council. OPTION County Departments are organized and established by County ordinance. Subsections and divisions within Departments are organized and established by the Manager.

2. Unless otherwise indicated in this Plan, each Department, division or agency of the County shall be administered by a qualified director appointed as provided in this Plan or by an Officer elected in accordance with state law.

3. Whenever the official name of an Officer or a director of a Department, division or agency is used in ordinance, rule or regulation which conveys powers or imposes duties and liabilities, it shall be construed to include the Officer’s, Department’s or division’s Officers, assistants, deputies and staff serving under the director or Officer, to the extent that such subordinates act within their authority.

4. The County Council by ordinance shall provide for the placement in county government of those functions required by state law, including without limitation, personnel management,
purchasing and the purchasing agent, and records management. Assignment of those or other functions to an Officer shall be with the Officer’s agreement.

Section 4.02. - County Officers

The Offices of County Assessor, Attorney, Auditor, Clerk, Recorder, Sheriff, Surveyor, Treasurer, and such other Officers as may be authorized by state law or County ordinance, shall be elected in partisan elections as authorized by state law, this Plan, or County ordinances. Nothing herein shall prohibit the Council from consolidating, dividing or appointing any such Office as may be consistent with state law. The election, appointment, replacement, qualifications and duties of each of the aforementioned Officers shall be as established by state law.

Section 4.03. - Department Directors

Except as otherwise specified by this Plan, Department directors shall be appointed OPTION with the advice and consent of the County Council by the County Manager, pursuant to this Plan. The appointment of division directors and other supervisors is made by the Manager, without advice and consent. Division directors, supervisors and other employees within each Office, Department, division or agency shall be employed subject to the provisions of this Plan, state law, County ordinance, and personnel policies and regulations.

Comment [CR24]: We don't currently use the term "division" in our organizational chart.

Section 4.04. - Personnel

The Council shall adopt ordinances, policies and regulations necessary for the effective operation of the county personnel system.

Part Five - Transition Plan and Effective Date

Section 5.01. - Transition

1. The Predecessor County Council may adopt ordinances and resolutions to bring about an orderly transition to the Plan, including, without limitation, any transfers of powers, records, documents, properties, assets, funds, liabilities or personnel which are consistent with this Plan and state law and which are necessary or convenient to bring this Plan into full effect.

2. The Predecessor County Council of Grand County shall be dissolved upon the effective date of this Plan. OPTION Any former council member whose office is dissolved upon transition to this Plan shall receive compensation of OPTION his or her regular salary and benefits up to December 31, 2020. However, if such council member is employed with Grand County after January 1, 2021, in another office or position in Grand County, he or she shall receive only the salary granted to that new office or position beginning January 1, 2021, or the date he or she begins work in the new office or position, whichever is later.

Section 5.02. - Adoption Vote
This Plan shall be considered adopted when approved by the affirmative vote of a majority of those voting on the question of its approval at an election to be held in Grand County on November 5, 2019.

Section 5.03. - Effective Date

1. Subject to Paragraph 2 of this Section, this Plan shall take effect as an organic act for the government of Grand County on the date provided by law on which a certified copy of the Plan, as approved by the voters, is filed with the Utah Lieutenant Governor's Office by the Grand County Clerk.

2. The first general election of officials provided for in this Plan shall be held on November 3, 2020, in accordance with state law governing the election of county officers.

3. The provisions of this Plan shall become fully operative at 12:00 noon local time on January 1, 2021.

Section 5.04. - Prior Optional Plan

1. Upon this Plan becoming operational on January 1, 2021, the former optional plan of Grand County government, adopted in 1992, is repealed and has no further legal force or effect.

2. The election of members of the Council and Officers shall be by partisan elections and in accordance with state law regarding the election of county officials. Officers and members of the Council are not subject to term limitations and may not be recalled or removed from office except by the judicial removal process set out in state law.

Section 5.05. - Continuity of Government

1. Through the adoption process and effective date of this Plan, Grand County shall retain and possess all of the rights, capacities, privileges, powers, franchises and immunities and shall retain all of the liabilities to which it was subject prior to the adoption of this Plan.

2. There shall be no interruption in the continuity, powers, obligations or jurisdiction of government within Grand County by the adoption of this Plan. All executive, legislative, judicial, enforcement, or administrative proceedings pending during the transition to this Plan shall continue in process and be preserved and deemed unaffected by the adoption process and effective date of this Plan.

3. Until changed pursuant to law, all ordinances, rules and regulations previously in full force and effect under the legal authority of Grand County shall continue in full force and effect after the Plan’s effective date, except to the extent they may be expressly modified by the adoption of this Plan.

4. After the effective date of this Plan, Grand County shall retain, own, and possess all of the properties, rights, privileges, franchises, contracts, and other assets of whatever nature, whether tangible or intangible, it owned prior to the adoption of this Plan.
5. All debts, obligations, and liabilities of Grand County shall remain unaffected by adoption of this Plan.

6. The contractual rights of any contractor, bondholder, creditor or franchisee or of any of their assigns and the pension rights and other employment rights of County officials and employees shall not be affected by adoption of this Plan nor impaired by any provision of this Plan.

Section 5.06. - Cooperation by all Public Officials

Upon adoption of this Plan by the voters, all County Officers and employees shall cooperate fully with the terms of this Plan.

Section 5.07. - Amendments to the Plan

This Plan may be amended in accordance with state law.

Section 5.08. - Separability and Inconsistency

1. If any provision of this Plan is held invalid, the other provisions shall not be affected thereby. If the application of this Plan or any of its provisions to any person or circumstance is held invalid, the application of this Plan and its provisions to other persons or circumstances shall not be affected thereby.

2. If any provision of this Plan is inconsistent with or contradicts any existing Grand County ordinance, rule, regulation or other source of the law, adoption of this Plan is considered to repeal such ordinance or other law, which shall be of no further effect after January 1, 2021.
17-52a-204 Council-manager form of county government.

(1) The following shall govern a county operating under the form of government known as the "council-manager" form:
   (a) an elected county council;
   (b) a county manager appointed by the council; and
   (c) other officers and employees authorized by law.

(b) The optional plan shall provide for the qualifications, time and manner of appointment subject to Subsections (6) and (7), term of office, compensation, and removal of the county manager.

(2) The county manager is the administrative head of the county government and has the powers, functions, and duties of a county executive, except:
   (a) as the county legislative body otherwise provides by ordinance; and
   (b) that the county manager may not veto any ordinances enacted by the council.

(3) A member of the council may not directly or indirectly, by suggestion or otherwise:
   (a) attempt to influence or coerce the manager in:
      (i) making any appointment;
      (ii) removing any officer or employee; or
      (iii) purchasing supplies;
   (b) attempt to exact any promise relative to any appointment from any candidate for manager;
   (c) discuss directly or indirectly with the manager the matter of specific appointments to any county office or employment.

(b) A person who violates the provisions of this Subsection (3) shall forfeit the office of the offending member of the council.

(i) Nothing in this section shall be construed, however, as prohibiting the council while in open session from fully and freely discussing with or suggesting to the manager anything pertaining to county affairs or the interests of the county.

(ii) Neither manager nor any person in the employ of the county shall take part in securing, or contributing any money toward, the nomination or election of any candidate for a county office.

(iii) The optional plan may provide procedures for implementing this Subsection (3).

(4) In the council-manager form of county government:
   (a) the legislative powers of the county are vested in the county council; and
   (b) the executive powers of the county are vested in the county manager.

(5) A reference in statute or state rule to the "governing body" or the "board of county commissioners" of the county, in the council-manager form of county government, means:
   (a) the county council, with respect to legislative functions, duties, and powers; and
   (b) the county manager, with respect to executive functions, duties, and powers.

(6) As used in this Subsection (6), "interim vacancy period" means the period of time that:
   (a) begins on the day on which a general election described in Section 17-16-6 is held to elect a council member; and
   (b) ends on the day on which the council member-elect begins the council member's term.

(i) The county council may not appoint a county manager during an interim vacancy period.
(ii) Notwithstanding Subsection (6)(b)(i):
(A) the county council may appoint an interim county manager during an interim vacancy period; and
(B) the interim county manager's term shall expire once a new county manager is appointed by the new administration after the interim vacancy period has ended.
(c) Subsection (6)(b) does not apply if all the county council members who held office on the day of the county general election whose term of office was vacant for the election are re-elected to the council for the following term.
(7) A county council that appoints a county manager in accordance with this section may not, on or after May 10, 2011, enter into an employment contract that contains an automatic renewal provision with the county manager.

Renumbered and Amended by Chapter 68, 2018 General Session
Ruth Dillon

From: Tom Fisher <tfisher@summitcounty.org>  
Sent: Monday, August 5, 2019 8:54 PM  
To: Ruth Dillon  
Cc: Brian Bellamy  
Subject: Your request for job description

Ruth,

Happy to provide a job description and a copy of my contract for you. I've copied my HR director so he can get you those things tomorrow.

Our Administrative Department consists of me, a Deputy County Manager (handles some departmental management and legislative/congressional affairs), Executive Assistant (handles all Council agendas, my scheduling and various other administrative duties, an Administrative Assistant (that does general office work and phone answering) and a Public Information Officer (that handles all press, social media and promotion of County programs).

Hope your retirement is by your choice and that you are moving to a great stage in life. Anita Lewis retired a couple of months ago and is loving her time away.

Sincerely,
Tom

Get Outlook for iOS
SUMMIT COUNTY
JOB DESCRIPTION

Job Title: County Manager
Department: Manager
Effective Date: 4/09

GENERAL PURPOSE

The County Manager is Chief Executive Officer managing the day-to-day affairs of Summit County. The Manager provides visionary innovative leadership, supervision, coordination, and general direction for the County and all department heads.

SUPERVISION RECEIVED

Serves at the pleasure of the County Council.

SUPERVISION EXERCISED

Is responsible for the appointment, removal, and supervision of all County department directors and departments headed by non-elected officials. Works with elected officials and their staff to ensure compliance with general county administrative ordinances, rules, policies, and executive orders.

ESSENTIAL FUNCTIONS

Works closely with the County Council, public, private and community organizations, including citizen groups, in developing and implementing programs to achieve County priorities, solve community problems; prepares analyses and recommendations on public policy issues and long-range plans for the County; and develops and coordinates proposals for action on current and future County needs. Assesses community and citizen needs and ensures objectives and priorities are focused on meeting those needs effectively, efficiently and with high quality service.

May act as the Budget Officer including directing the development, monitoring, and the administration of the County budget and County finances. Approves all purchases, expenditures, and capital programs and oversees development, planning, and implementation of a strategic plan, goals, and objectives to meet the operational needs of the County.

Plans, organizes, coordinates and directs, through managers and administrative staff, the work of the Administrative Services, Community Development Department, Facilities Department, Health Department, Information Technology, Library System, Personnel, and Public Works Department. Appoints persons to fill positions on boards, committees, or similar bodies with the advice and consent of the County Council. The Manager helps maintain collaborative relationships between the Council and other elected County officials to maximize the effectiveness in the County organization.

Attends all Council meetings and presents information and recommendations deemed necessary or as requested by members of the Council. Communicates orally and in writing, with citizens, the media, the public, civic groups, the County Council, and other governmental agencies to resolve concerns and problems and answer questions. Reviews regular and comprehensive management reports from all departments and divisions. Requires additional reports as needed. Keeps informed about the issues discussed by the boards and committees. Ensures quality customer service that resolves inquiries and complaints. Issues executive orders establishing executive policy; implementing an executive practice; or implementing a legislative policy or ordinance as provided by statute.

Attends and participates in professional and community organizations, groups, and committees on behalf of the County. Participates in regional, state and national meetings and conferences to stay abreast of trends and technology related to similar governmental programs and operations.
Reviews and signs all contracts on behalf of the County. Functions as the President of the Municipal Building Authority and purchases, disposes of real and personal property of the County. Works with the County Attorney in managing litigation, implementing litigation strategies, resolving litigation, analyzes, and directs risk management programs.

Performs all related duties and responsibilities as required and as they may vary, depending on the long- and short-term needs of the County.

MINIMUM QUALIFICATIONS

1. Education and Experience:
   A. Graduation from an accredited four-year college or university with a bachelor's degree in Public Administration, Public Finance or similar educational degree, including but not limited to a Master's Degree in Public Administration or Business Administration;
   AND
   B. Five (5) years of experience working as an administrator in city or county government

ADDITIONAL QUALIFICATIONS

1. Required Knowledge, Skills, and Abilities:

   Extensive knowledge of modern principles and practices of public administration; county structural and functional organization and interrelationships of all departments; knowledge of Summit County's optional form of government plan, ordinances, and state laws governing the administration of the County's form of government. Ability to understand, interpret, explain and apply county, state and federal laws and regulations governing the conduct of County operations. General knowledge of fields relating to the various departments under their immediate supervision.

   Ability to evaluate, develop and implement management systems, policies and controls; plan, assign, delegate, and direct the work of administrative and supervisory personnel; conduct special studies, to analyze and interpret findings, to solve administrative problems and to prepare reports; communicate clearly and concisely, orally and in writing, to present proposals and recommendations clearly and logically in public meetings and to prepare clear, concise and comprehensive correspondence, reports and other written materials; establish and to maintain effective working relationships with elected officials, all levels of management, other governmental officials, community and civic organizations, employee organizations, employees, the media and the public and to exercise tact and diplomacy in dealing with highly sensitive political, public policy, community and employee issues and situations; plan, integrate and direct a broad range of complex county services and programs; define complex public policy, management and operational issues; perform complex analyses and research, evaluate alternatives and develop sound conclusions and recommendations; exercise expert, independent judgment within general policy guidelines.

2. Special Requirements:

   Must be able to pass an intensive and comprehensive background screening.
   Must have and maintain a valid driver's license.
   Must be a resident or willing to immediately relocate to a residence in Summit County and remain a resident of Summit County throughout job tenure.

WORK ENVIRONMENT

1. Physical: Incumbent of the position performs in a typical office setting with appropriate climate controls. Tasks require variety of physical activities, not generally involving muscular strain, such as walking, standing, stooping, sitting, reaching, talking, hearing, and seeing. Operates a variety of standard office
equipment, including a personal computer or other electronic communication equipment that requires continuous and repetitive eye and arm or hand movement. Also requires the operation of a motor vehicle as transportation throughout the county.

2. **Mental:** Mental application utilizes memory for details, verbal instructions, written and verbal communication, emotional stability, discriminating thinking and creative problem solving. Periodic travel and some after hours work required in normal course of job performance.
SUMMIT COUNTY MANAGER
EMPLOYMENT CONTRACT

THIS AGREEMENT is made and entered into this 7th day of February, 2018, by and between SUMMIT COUNTY, a political subdivision of the State of Utah (hereinafter referred to as “County”), whose address is 60 N. Main, P.O. Box 128, Coalville, Utah 84017, and THOMAS C. FISHER (hereinafter referred to as “Manager”), whose address is 7473 Brookhollow Loop Road, Park City, Utah 84098.

RECITALS

WHEREAS, on January 20, 2018, the Employment Contract between Thomas Fisher and Sumit County expired; and,

WHEREAS, Summit County Council conducted an extensive review of the County Manager’s Performance; and,

WHEREAS, Summit County Code, Title 1, Chapter 14 governs the Manager – Council form of county government in Summit County, Utah; and,

WHEREAS, Summit County desires to renew the Employment Contract of the County Manager as the Chief Executive Officer of Summit County, Utah; and,

WHEREAS, the County desires to:

1. Provide certain benefits to Manager,
2. Establish certain conditions of employment,
3. Set working conditions for Manager,
4. Secure and retain the services of Manager and to provide inducement for him to remain in such employment,
5. Make possible full work productivity by assuring peace of mind on the part of Manager,
6. Provide deterrents against malfeasance or dishonesty for personal gain on the part of Manager, and
7. Provide a just means for compensation and for terminating Manager’s service should he become unable to fully discharge his duties or when the County may desire to otherwise terminate his employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained,
Section 1: POWERS AND DUTIES

The County hereby agrees to employ Thomas C. Fisher as the County Manager of Summit County, Utah to exercise powers and perform the duties specified in Summit County Code, Title 1, Chapter 14, and to perform other legally permissible and proper duties as the County Council may from time to time assign not inconsistent with, or in conflict with, the provisions of this Agreement, Summit County Code, or state or federal law.

Section 2: TERM

a. The term of this Agreement shall be for an initial period of three (3) years from January 20, 2018 to January 21, 2021. This Agreement shall automatically be renewed on its anniversary date for a one-year term unless notice that the Agreement shall terminate is given at least three (3) months before the expiration date.

b. The Manager agrees to remain in the exclusive employ of the County during the term of this Agreement. The term “employed” however, shall not be construed to include occasional teaching, writing, speaking, consulting performed on the Manager’s time off or military service in his capacity as an officer of the Utah National Guard, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the County. De Minimis use of County’s equipment (such as laptop computer) for such purposes is hereby authorized.

Section 3: TERMINATION AND SEVERANCE PAY

a. In the event the Manager is terminated or asked to resign by the County Council for any reason other than as set forth in paragraph (b) below, and the Manager is willing and able to perform his duties under this Agreement, then in that event the County agrees to pay Manager a lump sum cash payment equal to six (6) months aggregate salary and benefits. The Manager shall also be compensated for all paid time off, deferred compensation and all other accrued benefits to date.

b. In the event Manager is terminated with cause, which is defined for purposes of this contract as: conviction of, or guilty plea or nolo contendere plea to a felony, misfeasance in office, misfeasance in office or an act of moral turpitude, then the County shall have no obligation to pay the severance indicated, except for items Manager may be legally entitled to.

c. In the event Manager voluntarily resigns as the Manager of Summit County, Utah, the County will be under no obligation to continue to compensate Manager after the date of resignation except for items Manager may be legally entitled to.
Section 4: SALARY

a. Manager’s salary effective at the time of this Agreement shall be $161,000.00 per year. The County agrees to an annual increase in salary, which shall be consistent with and up to the increase provided for all Summit County employees in the annual budget.

b. Manager shall be paid installments at the same time as other employees of the County are paid.

Section 5: DISABILITY

If the Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of six (6) successive months beyond any accrued sick leave, the County shall have the option to terminate this Agreement. This Section 5 shall supersede Section 3(a) above with respect to termination and severance pay.

Section 6: BENEFITS

a. All provisions of the County’s personnel policies, and other regulations, directives, policies, practices and procedures shall apply to Manager unless otherwise provided herein. This shall include the following benefits:

(1) Health (in accordance with the Summit County Personnel Policies)
(2) Dental
(3) Life Insurance
(4) Retirement (Manager shall take retirement through Utah Retirement Systems (“URS”) Tier I Plan. In the event that Manager successfully petitions URS for an exemption from the Tier I Plan, the County’s portion of retirement shall be placed into a 401k Plan.)
(5) Deferred Compensation 457b in the amount of $400/month
(6) Family and Medical Leave
(7) Long Term Disability
(8) Military Reserve Leave

b. Manager shall accrue paid time off at the rate of 200 hours (25 days) per year. One half of paid time off may be carried over year to year up to a maximum of 240 total hours.

c. The Manager’s duties require exclusive and unrestricted use of an automobile. The County shall provide a vehicle, maintenance and fuel for use by the Manager. Such benefit to be documented through IRS form 1099.
Section 7: ASSIGNMENT

This is a personal services employment contract. It is recognized and acknowledged that the Manager must devote a great deal of his time outside normal office hours and at locations other than at the Summit County Courthouse to the business of the County. As such the rights and obligations of Manager are not transferable or assignable in whole or in part.

Section 8: PROFESSIONAL DEVELOPMENT

a. The County will provide through the budgeting process resources, as it deems appropriate, for Manager to attend seminars, short courses, professional association meetings, and similar functions for his continued professional development and for the good of the County. County agrees to pay for the Manager to attend the annual national ICMA Conference and Utah Association of Counties Conferences, and any other conference/training the County determines the Manager should attend.

b. County will provide through the budget process resources, as it deems appropriate, for the Manager to maintain professional association memberships that are held by Manager and any civic club memberships where the Manager participates.

Section 9: PERFORMANCE EVALUATION

County shall annually review the performance of the Manager in January of each year subject to a process, form, criteria, and format for the evaluation that shall be mutually agreed upon by the County and Manager. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Manager within 30 days of the evaluation meeting.

Section 10: INDEMNIFICATION

Beyond that required under Federal, State or Local Law, County shall defend, save harmless and indemnify Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Manager's duties or resulting from the exercise of judgment or discretion in connection with the performance of those duties or responsibilities, unless the act or omission involved willful misconduct, gross negligence or wanton conduct. The Manager may request and the County shall not unreasonably refuse to provide independent legal representation at County's expense. Legal representation, provided by County for Manager, shall extend until a final determination of the legal action including any appeals brought by either party. The County shall indemnify Manager against any and all losses, damages, judgments, interest, settlements, fines,
and court costs arising out of any claim for which County is obligated to indemnify Manager hereunder.

Manager recognizes that the County shall have the absolute right to settle any claims or lawsuits unless the settlement is of a personal nature to Manager, in which event the Manager may exercise his veto over the settlement. Further, County agrees to pay all reasonable litigation expenses of Manager throughout the pendency of any litigation to which the Manager is a party, witness or advisor to the County. Such expense payments shall continue beyond Manager's service to the County as long as litigation is pending. Further, County agrees to pay Manager's reasonable consulting fees and travel expenses when Manager serves as a witness, advisor or consultant to County regarding pending litigation.

Section 11: RESIDENCE

During the term of this Agreement, Manager agrees that he shall live within the boundaries of Summit County, Utah, unless otherwise approved by the County Council.

Section 12: BONDING

County shall bear the full costs of any fidelity or other bonds required of the Manager under any law or ordinance.

Section 13: GENERAL PROVISIONS

a. This Agreement sets forth and establishes the entire understanding between the County and the Manager relating to the employment of the Manager by the County. Any prior agreements, discussions or representations by or between the parties are merged into and rendered null and void by the Agreement. The parties by mutual written agreement may amend any provision of the Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

b. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Manager.

c. If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect.

Section 14: NO REDUCTION OF BENEFITS

The County shall not at any time during the term of the Agreement reduce the salary, compensation, or other financial benefits of the Manager, except to the degree of such a reduction across-the-board for all employees of the County.
Section 15: NOTICES

Notices pursuant to the Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

a. COUNTY: Summit County Council
   Summit County Courthouse
   P.O. Box 128
   60 North Main Street
   Coalville, Utah 84017

b. MANAGER: Thomas C. Fisher
   7473 Brookhollow Loop Road
   Park City, Utah 84098

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Signature Page to follow
IN WITNESS WHEREOF, Summit County, Utah, has caused this Agreement to be signed and executed in its behalf by its Chairman, Summit County Council, and duly attested by its County Clerk, and the Manager has signed and executed this Agreement the day and year first above written.

SUMMIT COUNTY

________________________
KIM A. CARSON
Chair

ATTEST:

________________________
KENT JONES
County Clerk

APPROVED AS TO FORM:

________________________
DAVID L. THOMAS
Chief Civil Deputy

MANAGER

________________________
THOMAS C. FISHER
Ruth Dillon

From: Mike Davis <mdavis@wasatch.utah.gov>
Sent: Tuesday, August 6, 2019 7:08 AM
To: Ruth Dillon
Subject: Re: County Manager Job Description + Administrative Staffing

Ruth, I will get you that information this morning. I have a death in the family and it will take me a little bit of time to get things put together for you. I do have an assistant manager and a secretary. I will have my HR person put the information together. Congratulations to you. Mike Davis

Sent from my iPhone

On Aug 5, 2019, at 7:15 PM, Ruth Dillon <rdillon@grandcountyutah.net> wrote:

Also, if you could let me know how your immediate office is staffed, it would be helpful. For example, do you have a Deputy County Manager/Assistant County Manager? An Office Manager/Executive Assistant? Other assistants in your immediate office? I know you have a huge responsibility with the entire executive branch of government.

From: Ruth Dillon
Sent: Monday, August 5, 2019 7:10 PM
To: Mike Davis (mdavis@co.wasatch.ut.us)
Subject: County Manager Job Description

Hi Mike,
I could use your help with something. Grand County is forced to change our form of government. The Study Committee recently determined that they will recommend to the voters the Council-Manager form.

Could you please forward the County Manager job description (which I realize I can essentially find in state code as well).

By the way, I’ll be retiring next spring 😊.

Ruth

Ruth Dillon
Council Administrator
Grand County Council
125 E. Center St.
Moab, UT 84532
(435) 259-1347 work
(303) 949-6006 cell
New email: rdillon@grandcountyutah.net

The smallest act of kindness is worth more than the grandest intention. Transform intentions into acts. -Oscar Wilde
Title: Council Administrator  
Job Code: 100

Division: Administration  
Effective Date: 09/2017

Department: County Council  
Last Revised:

FLSA Status: Exempt

GENERAL PURPOSE

Performs executive, administrative and managerial duties as needed to ensure the efficient and effective operations of the county. Serves as the supervisor of Department Heads of the non-elected county departments and as the chief administrator for the Council. Performs administrative duties related to the management responsibilities of the County Council including planning, coordinating, supervision, hiring, and firing.

SUPERVISION RECEIVED

Works under the broad policy guidance and direction of the County Council.

SUPERVISION EXERCISED

Provides general supervision to department heads including the IT Director and contract employees who are under the purview of the County Council. Provides close to general supervision to the Council Office Coordinator and the Council Office Assistant.

ESSENTIAL FUNCTIONS

Oversees day-to-day operations of all non-elected departments; facilitates strategic direction and utilization of departmental resources; manages all risk mitigation policies, practices and procedures; coordinates problem resolution with department heads.

Prepares, manages and administers the Council Administrator's budget and the County Council budget. Coordinates with the Clerk/Auditor on the preparation of County budgets with primary emphasis on assisting Department Heads with budget preparation. Makes recommendations regarding the funding of programs and levels of service. Aids direct reports in grant writing, including for Community Impact Fund Board (CIB) applications. Coordinates with the Clerk/Auditor in the administration of contracts and grants as needed. Oversees capital project management in coordination with direct reports. Serves on selection committees to review vendor bids or proposals. Oversees the timely renewal of contracts such as that for public defender, parental defender, professional fireworks display, county owned building lease renewals.

Coordinates necessary duties regarding special service districts and mineral lease allocations. Negotiates leases and contracts under the purview of the County Council. Monitors county-owned water rights to avoid risk of loss.

Determines, with the aid of a committee, the hiring of all direct reports. Determines, with the aid of the Human Resources Director, County Attorney, and others as necessary the termination of any direct report; develops performance plans in cooperation with direct reports and conducts periodic performance evaluations; in coordination with the Human Resources Director, administers corrective actions as needed for direct reports.

Monitors to ensure that all required notices are posted or published as required by the Open and Public Meetings Act. Prepares agendas for and conducts monthly Leadership Team meetings; assists the County Council to carry out their executive and legislative powers. Researches state and local codes. Drafts resolutions, ordinances, proclamations, Memoranda of Understanding, Inter-local agreements, Requests for Bids, and other documents for the County Council’s consideration and adoption. Prepares draft agendas and staff reports on complex issues for semi-monthly County Council meetings. Coordinates with the Council Chair to plan the County Council agenda; oversees preparing of staff reports and Council packet.

Works with staff members assigned to Boards, Commissions, and Committees. Ensures board chairs are notified of the annual Open and Public Meetings Act trainings, and oversees the board appointment process. As needed by the Clerk/Auditor, responds timely to requests for government documents in compliance with the Government Records Access and Management Act (GRAMA).

Ensures that decisions made in the County Council meeting are implemented. Ensures staff compliance of Council-adopted policies, resolutions and ordinances among the departments overseen. Coordinates and/or administers training programs as needed, including new direct report and council member orientations. Makes recommendations to the Council about plans, programs, regulations, procedures, and policies that will improve efficiencies and control of departments overseen by the County Council.

Serves as a public information officer for the County; communicates information on County affairs, programs and plans to the Council, the general public, and the news media. Acts as a liaison for information and communication between Elected Offices, County Departments, and municipalities and other governmental agencies. Oversees the updating of the County’s website as it relates to the Council’s business. Oversees the proper functioning of social media.
Oversees all necessary functions of the Council’s office. Works with the Council Office Coordinator to provide administrative direction and support to the Council’s Office. Oversees and ensures proper filing of executed documents with the Clerk/Auditor.

Serves as a member or voting member of various committees, i.e., Property Management Division for disposing of surplus personal and real property owned by the county, Performance Review Committee, Safety and Accident Review Committee, Geographic Information Systems (GIS) Policy Committee, County Council Study Committees and Interlocal Agreement Oversight Committee. Serves as Cooperator Administrative Contact on Forest Service agreements as approved by the County Council.

Performs related duties as required.

**MINIMUM QUALIFICATIONS**

1. **Education and Experience:**
   - A. Graduation from college with master’s in degree public administration, political science, business administration, finance, law or a closely related field; AND
   - B. Four (4) years of managerial experience performing above or related duties; OR
   - C. An equivalent combination of education and experience.

2. **Knowledge, Skills, and Abilities:**

   **Thorough knowledge** of principles and practices of County management/administration, including fund accounting, budgeting, finance, grantsmanship, parliamentary procedure, and program/services evaluation; Utah laws, regulations, and guidelines governing all aspects of county operations; Local, state and federal law, including Utah’s Open and Public Meetings Act and Grand County’s Form of Government; management concepts and methods related to team building, empowerment and participative leadership; human resource management and principles of supervision; training and staff utilization practices; legal and political issues affecting County operations and management; various revenue sources available to local governments including state and federal sources; principles of negotiation and problem solving. **Considerable knowledge** of computer technologies affecting the future of County operations and services.

   **Considerable skill** in the art of dispute resolution, diplomacy and cooperative problem solving; management, leadership and organizational behavior; establishing and maintaining effective working relationships with State, Federal, and other local officials, elected officials, subordinate staff, and County residents. **Skill in the operation of PC Computer**, including Microsoft Word, Excel, Outlook and Internet.

   **Ability to** understand and interpret complex laws, rules, regulations, policies, and guidelines; direct the work of others; plan, organize, and direct, through subordinate staff, the efficient, effective delivery of County programs, services and functions; coordinate effective interdepartmental cooperation among elected offices and departments; develop operating policies and procedures; analyzing and resolving problems arising regarding County programs, services, and function; remain neutral in political matters; establish and maintain effective working relationships with employees, other agencies and the public; communicate effectively, verbally and in writing; implement cooperative problem-solving processes; operate personal computer and various software applications for word processing and spread sheet information; access e-mail and effectively function in a computerized communications environment.

3. **Special Qualifications:**

   Must be bondable. Must respond to emergencies 24/7. Must pass post-employment offer physical, drug test and background examination. Must be willing to participate in random drug screening. Must complete a 12-month orientation/introductory period.

4. **Work Environment:**

   Incumbent of the position performs in a typical office setting with appropriate climate controls. Tasks require variety of physical activities, not generally involving muscular strain, such as walking, standing, stooping, sitting and reaching. Occasional minor lifting generally not to exceed 25 lbs. Continuous talking, hearing and seeing required in the normal course of performing the job. Common eye, hand, finger dexterity required to perform essential functions. Mental application utilizes memory for details, verbal instructions, emotional stability, discriminating thinking and creative problem solving. Periodic daytime and overnight travel required in normal course of job performance.

**Disclaimer:** The above statements describe the general nature, level, and type of work performed by the incumbent(s) assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, demands, and skills required of personnel so classified. Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to any person or persons. Management reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed without notice. This job description supersedes earlier versions.

I __________________________ have reviewed the above job description. Date________________________

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<td>60,000.00</td>
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<td>10-1012-230-000</td>
<td>TRAVEL</td>
<td>301.00</td>
<td>855.04</td>
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<td>1,220.00</td>
<td>880.00</td>
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<td>10-1012-240-000</td>
<td>OFFICE SUPPLIES &amp; EXPENSES</td>
<td>2,920.87</td>
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<td>106.61</td>
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Total COUNTY ADMINISTRATOR: 217,600.14 186,198.02 204,377.00 214,085.00 249,527.00

HUMAN RESOURCE
10-4113-110-000 | SALARIES | 73,214.64 | 67,858.09 | 75,056.00 | 77,000.00 | 80,497.00 |
Subject: FW: Your request for job description + additional request

From: Brian Bellamy [mailto:bbellamy@summitcounty.org]
Sent: Thursday, August 8, 2019 8:22 AM
To: Ruth Dillon
Subject: RE: Your request for job description + additional request

Ruth,

Please see our info below.

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Job Title</th>
<th>2019 Salary</th>
<th>Benefits</th>
<th>Total</th>
<th>Benefits</th>
<th>TCV</th>
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</thead>
<tbody>
<tr>
<td>Armstrong</td>
<td>Roger</td>
<td>County Council Chair</td>
<td>$47,277.00</td>
<td>$11,762.52</td>
<td>$59,039.52</td>
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<td>Carson</td>
<td>Kimberly</td>
<td>County Council</td>
<td>$42,024.00</td>
<td>$10,455.57</td>
<td>$52,479.57</td>
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<td>Clyde</td>
<td>Douglas</td>
<td>County Council</td>
<td>$42,024.00</td>
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<td>$52,479.57</td>
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<td>Genn</td>
<td>County Council</td>
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<td>$10,455.57</td>
<td>$52,479.57</td>
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<td>Christopher</td>
<td>County Council</td>
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<td>$10,455.57</td>
<td>$52,479.57</td>
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<tr>
<td>Fisher</td>
<td>Thomas</td>
<td>County Manager</td>
<td>$165,330.00</td>
<td>$44,210.28</td>
<td>$209,540.28</td>
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<tr>
<td>Young</td>
<td>Janna</td>
<td>Deputy County Manager</td>
<td>$127,798.67</td>
<td>$31,796.31</td>
<td>$159,595.00</td>
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<tr>
<td>Singleton</td>
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<td>Executive Assistant</td>
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<td>$19,301.52</td>
<td>$91,700.32</td>
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<tr>
<td>Murdock</td>
<td>Katelyn</td>
<td>Community &amp; Public Affairs Coordinator</td>
<td>$66,480.99</td>
<td>$16,540.47</td>
<td>$83,021.46</td>
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<tr>
<td>Houston</td>
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<td>$40,560.00</td>
<td>$10,091.33</td>
<td>$50,651.33</td>
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<td></td>
</tr>
</tbody>
</table>

Best,

Brian

From: Ruth Dillon <rdillon@grandcountyutah.net>
Sent: Wednesday, August 07, 2019 3:06 PM
To: Brian Bellamy <bbellamy@summitcounty.org>
Subject: RE: Your request for job description + additional request

I don’t mean to be a pain, I promise! I meant to say that I will also need benefits figures for each of the positions listed.

From: Ruth Dillon
Sent: Wednesday, August 7, 2019 3:04 PM
To: 'Brian Bellamy'
Subject: RE: Your request for job description + additional request

Brian,
Can I trouble you to help me fill this spreadsheet out for Summit County’s Administrative Dept (meaning the positions that Tom mentioned below)? Some of my figures rely on old State website transparency figures, so current data would be helpful.
Also, is the Office Manager position, as shown in the transparency website for Annette Singleton, the same as the Executive Assistant position that Tom mentioned below?

Thank you,
Ruth

---

From: Brian Bellamy [mailto:bbellamy@summitcounty.org]
Sent: Wednesday, August 7, 2019 12:50 PM
To: Ruth Dillon
Cc: Tom Fisher
Subject: Your request for job description

Ruth,

Please find attached a copy of Tom Fisher’s job description and his most recent contract. If I can help you with anything else, please do not hesitate to contact me.

Kindest,

Brian Bellamy
Personnel

---

From: Ruth Dillon <rdillon@grandcountyutah.net>
Sent: Wednesday, August 07, 2019 11:46 AM
To: Tom Fisher <tfisher@summitcounty.org>
Cc: Brian Bellamy <bbellamy@summitcounty.org>
Subject: RE: Your request for job description

Thank you so much!

---

From: Tom Fisher [mailto:tfisher@summitcounty.org]
Sent: Monday, August 5, 2019 8:54 PM
To: Ruth Dillon
Cc: Brian Bellamy
Subject: Your request for job description

Ruth,

Happy to provide a job description and a copy of my contract for you. I’ve copied my HR director so he can get you those things tomorrow.

Our Administrative Department consists of me, a Deputy County Manager (handles some departmental management and legislative/congressional affairs), Executive Assistant (handles all Council agendas, my scheduling and various other administrative duties, an Administrative Assistant (that does general office work and phone answering) and a Public Information Officer (that handles all press, social media and promotion of County programs).
Hope your retirement is by your choice and that you are moving to a great stage in life. Anita Lewis retired a couple of months ago and is loving her time away.

Sincerely,

Tom

Get Outlook for iOS
## Council-Manager Form of Government Compensation in Utah

<table>
<thead>
<tr>
<th>County</th>
<th>2015 Est. Pop.</th>
<th>County Council</th>
<th>County Manager</th>
<th>Administrative Support</th>
<th>Administrative Support</th>
<th>Administrative Support</th>
<th>Administrative Support</th>
<th>Estimated Total Salaries &amp; Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summit</td>
<td>30,731</td>
<td>Part time: $42,024 x 5 = $210,120 (2019)</td>
<td>$161,000 + major benefits of approx 40% or $64,400 = $225,400 (2018 3-year contract)</td>
<td>Deputy County Manager $</td>
<td>Office Manager / Executive Assistant $54,412 + $1,626 paid leave = $56,038 (2017)</td>
<td>Administrative Assistant $</td>
<td>Public Information Officer $</td>
<td>$</td>
</tr>
<tr>
<td>Wasatch</td>
<td>29,306</td>
<td>Part time: $27,000 Chair + $25,000 x 6 = $177,000 (2019)</td>
<td>$</td>
<td>Assistant Manager $</td>
<td>Secretary $</td>
<td>n/a</td>
<td>n/a</td>
<td>$</td>
</tr>
<tr>
<td>EST AVERAGES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$193,560</td>
</tr>
</tbody>
</table>

| Grand    | 9,516          | Part time with legislative & executive authority: $36,425 Chair + $31,000 x 6 = $222,425 (2019) | Council Administrator | Council Office Coordinator | Part time Office Assistant | n/a | n/a | $480,506 (2019 budget) |

**Sources:**
- Utah Association of Counties
- [www.utah.gov/transparency](http://www.utah.gov/transparency)
- County Manager contract(s)
- County Human Resources Director(s) and Clerk/Auditor(s)