

MINUTES
WEBER COUNTY COMMISSION

Tuesday, June 12, 2018 - 10:00 a.m.
Commission Chambers, 2380 Washington Blvd., Ogden, Utah

In accordance with the requirements of Utah Code Annotated Section 52-4-203, the County Clerk records in the minutes the names of all persons who appear and speak at a County Commission meeting and the substance "in brief" of their comments. Such statements may include opinion or purported facts. The County does not verify the accuracy or truth of any statement but includes it as part of the record pursuant to State law.

WEBER COUNTY COMMISSIONERS: James "Jim" H. Harvey and James Ebert.

OTHER STAFF PRESENT: Ricky D. Hatch, County Clerk/Auditor; Christopher Crockett, Chief Civil Deputy County Attorney; and Fátima Fernelius, of the Clerk/Auditor's Office, who took minutes.

- A. **WELCOME** – Chair Harvey
- B. **MOMENT OF SILENCE**
- C. **PLEDGE OF ALLEGIANCE** – Jared Andersen
- D. **THOUGHT OF THE DAY** – Chair Harvey

F.6. INTERIM APPOINTMENT OF A TEMPORARY MANAGER/WEBER COUNTY COMMISSIONER – RESOLUTION 21-2018.

Christopher Crockett, Deputy County Attorney, outlined the Utah Election Code process that deals with a midterm vacancy and appointment of a temporary manager while the interim is being selected to handle the vacancy created by former Commissioner Gibson who left office recently to take another position and which term expires in 11/2018. The county legislative body is required to give the Republican Party liaison notice, which has occurred, and they have 30 days to submit the name of the person who will be selected. The County Commission has five days to make the appointment once they receive the name. Until that occurs, statutorily the Commission has the authority to appoint a temporary manager, which in this case will be filled by a management level employee serving under the county office that has the highest management level seniority. Chair Harvey said that two department heads were selected under the current county structure, Marty Smith and Sean Wilkinson, but Mr. Smith lives outside of the county boundary. He feels that moving this process forward provides a body of three for checks and balances, and he wants to satisfy statute as transparently and expeditiously as possible. He recommended appointing Mr. Wilkinson, the current Director of the Community and Economic Development Department, who stated that he is honored for this opportunity. His time with the county has taught him the importance of being open, honest and courteous with the citizens we serve, and he brings these qualities wherever he serves in the county.

Chair Harvey moved to adopt Resolution 21-2018 appointing Sean Wilkinson as the temporary manager until the Republican Party makes its recommendation for the interim commissioner; Commissioner Ebert seconded. Commissioner Ebert – aye; Chair Harvey – aye

E. CONSENT ITEMS:

- 1. Warrants #1461-1463 and #428952-429156 in the amount of \$647,154.00.
- 2. Purchase orders in the amount of \$102,264.42.
- 3. Minutes for the meeting held on June 5, 2018.
- 4. New business licenses.
- 5. Retirement Agreement with Wendy Rees.
- 6. Elective Service Benefit Agreement with Kerry Gibson.

Mr. Wilkinson moved to approve the consent items; Commissioner Ebert seconded. Commissioner Ebert – aye; Mr. Wilkinson – aye; Chair Harvey – aye

F. ACTION ITEMS:

- 1. **PRESENTATION OF FINAL REPORT FROM THE DICIO GROUP.**
This item was held for a week.
- 2. **FIRST READING OF AN ORDINANCE PROPOSING AMENDMENTS TO THE DEVELOPMENT SERVICE FEES.**

Chair Harvey stated that the Commission Office receives many compliments regarding Steve Burton, of the County Planning Division, for his excellent customer service.

Mr. Burton stated that there are no fee increases. This adds three categories to the Development Services fee schedule for which the Division takes applications: Building Parcel Designation (\$75), Zoning Development Agreement without a Rezone (\$600 + \$10/acre), and a Zoning Development Agreement amendment fee (\$350 + \$20/page or \$150/page whichever is less). The amendment also provides a Fee Modification section. He addressed the commissioners' questions explaining that this does not create an adverse environment for development, that these had simply been left out and are not new fees, and that other counties have them. He stated that the fees were calculated based on existing fees and that they are fair.

Commissioner Ebert moved to approve the first reading of the ordinance proposing amendments to the Development Service Fees; Mr. Wilkinson seconded. Commissioner Ebert – aye; Mr. Wilkinson – aye; Chair Harvey – aye

3. **CONTRACT WITH ADVANCED PAVING AND CONSTRUCTION, LLC, FOR CHIP SEAL OF SUMMIT PASS & SPRING PARK.**

Jared Andersen, County Engineer, stated that the procurement process was followed for this needed road work. Commissioner Ebert moved to approve the contract with Advanced Paving and Construction, LLC, for the chip seal of Summit Pass and Spring Park; Mr. Wilkinson seconded.
Commissioner Ebert – aye; Mr. Wilkinson – aye; Chair Harvey – aye

4. **SETTLEMENT AGREEMENT AND MUTUAL RELEASE IN SECOND DISTRICT CASE NUMBER 170906182, UINTAH HIGHLANDS IMPROVEMENT DISTRICT V. WEBER COUNTY ET AL.**

Courtlan Erickson, Deputy County Attorney, stated that the county did a construction project on Skyline Drive over the last couple of years and Wardell Brothers Construction (Wardell) was the contractor for the county. Contract provisions stated that Wardell was responsible for the disposal of the material they excavated and they also agreed to indemnify the county. Wardell entered into a separate agreement with an area property owner, Jonathan Ford, in which Mr. Ford authorized Wardell to dump dirt on his property, which occurred. The Uintah Highlands Improvement District (District) has a waterline that runs under Mr. Ford’s property and alleged later in a lawsuit (naming the county, Wardell and Mr. Ford as defendants) that dumping dirt on top of that waterline restricted its access and that they were concerned that the extra dirt threatened the waterline’s structural integrity. They asked that the dirt be removed. The county filed a cross claim against Wardell. The parties agreed to a settlement under which the county has no financial liability. The other parties for Wardell are taking care of the waterline, the costs and the work. Chair Harvey recused himself as Mr. Ford is his dentist.
Commissioner Ebert moved to approve the Settlement Agreement and Mutual Release in Second District case number 170906182, *Uintah Highlands Improvement District v. Weber County et al.*; Mr. Wilkinson seconded.
Commissioner Ebert – aye; Mr. Wilkinson – aye; Chair Harvey – abstained

5. **STALL OF FAME RECIPIENT.**

Ricky Hatch, County Clerk/Auditor, presented the Stall of Fame (the use of a commissioner parking stall) to Glenna Rollins stating that she does tremendous work in the county in her various duties. The commissioners said that Ms. Rollins is extremely helpful and enthusiastic and expressed appreciation for the work she does.

G. PUBLIC COMMENTS: Chair Harvey invited public comments and following is a summary:

James Johnston, of South Ogden, noted that at a previous Commission meeting he had expressed concern regarding notice of the intergenerational poverty (IGP) contract only being posted on the State’s website. He said that the RFP was issued December 15-26, and it was no wonder that not many people knew of it. He wondered why social services agencies that he is intimately involved with, i.e., the Salvation Army, YCC and Cottages of Hope, were not notified of the RFP, and which could have formed a local group without bringing in an outside contractor (LSI) which does not have the expertise. He requested the contact information for the IGP committee chair because he still had not received it. He asked if it was true that after the contract was awarded that LSI sponsored a fundraiser for Commissioner Ebert, who replied this was not correct, but that LSI and many others had met regarding economic development, that LSI does a lot of economic development contracting for the State and had just brought in about 7-8 high profile jobs. LSI had been working on the IGP initiative for approximately 18 months with many local agencies such as Catholic Community Services, United Way, Cottages of Hope, and Workforce Services, which all serve on Weber County’s IGP advisory committee, and that all had been talking almost ad nauseam about moving this forward, thus that knowledge has been available. Additionally, Cottages of Hope, through Jeremy Botelho, had expressed interest in performing some of the services. There was a short window because of the fast approaching IGP Summit. Commissioner Ebert added that the Welfare Reform Commission had recommended approving the LSI contract and the IGP advisory committee also had those discussions. Chair Harvey stated that for more than a year there have been monthly IGP meetings in the Commission Office and he is encouraged by the group of volunteer, well-respected community leaders representing many organizations. Marlin Jensen, the advisory committee chair, had recommended moving the LSI contract forward. This was not haphazard and was met with responsibility, honesty and a real desire to help people break this cycle. Weber County has been a nationally recognized champion in the IGP initiative.

H. ADJOURN

Commissioner Ebert moved to adjourn at 10:45 a.m.; Mr. Wilkinson seconded.
Commissioner Ebert – aye; Mr. Wilkinson – aye; Chair Harvey – aye

Attest:

James “Jim” H. Harvey, Chair
Weber County Commission

Ricky D. Hatch, CPA
Weber County Clerk/Auditor