

**MINUTES  
OF THE BOARD OF COMMISSIONERS OF WEBER COUNTY**

Tuesday, September 29, 2015 - 10:00 a.m.  
Commission Chambers, 2380 Washington Blvd., Ogden, Utah

*In accordance with the requirements of Utah Code Annotated Section 52-4-7(1)(d), the County Clerk records in the minutes the names of all citizens 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.*

**COMMISSIONERS:** Kerry W. Gibson, Chair, Matthew G Bell and James Ebert.

**OTHERS PRESENT:** Ricky D. Hatch, County Clerk/Auditor; David C. Wilson, Deputy County Attorney; and Fátima Fernelius, of the Clerk/Auditor's Office, who took minutes.

**A. WELCOME** – Chair Gibson

**B. INVOCATION** – Commissioner Ebert

**C. PLEDGE OF ALLEGIANCE** – Sean Wilkinson

**D. THOUGHT OF THE DAY** – Commissioner Bell

**E. PRESENTATION OF 13<sup>TH</sup> ANNUAL WEBER COUNTY COMMISSIONERS' CHARITY GOLF CLASSIC PROCEEDS**

Cathie Critchlow, of the Women's Retreat House, explained how the Women's Retreat House helps save women from drug/alcohol addiction and their children and families. Laura Warburton, of Live Hannah's Hope, said that the organization is dedicated to youth suicide prevention by empowering youth. The commissioners expressed gratitude to those who work to help others in our community. They also thanked United Way, a major golf tournament partner/sponsor. Robert Hunter, United Way of Northern Utah CEO, spoke of the commissioners' compassion and of his admiration for the way they support social service causes.

**F. CONSENT ITEMS:**

1. Ratify purchase orders for \$294,270.96 dated September 22, 2015
2. Purchase orders for \$75,323.04
3. Ratify warrants #325056 - #325272 for \$1,019,784.37 dated September 22, 2015
4. Warrants #325273-#325610
5. ACH payment to US Bank for \$93,203.23 for purchasing card transactions through 9/15/2015
6. Minutes for the meeting held on September 15, 2015
7. Request from the Weber County Tax Review Committee to approve a refund to Donna Odekirk, DBA: Cross T Enterprises on parcels 12-128-0010 and 03-009-0041 for \$339.62.
8. Retirement agreement with Jeaneen T. Smith – Contract C2015-348
9. New business license

Commissioner Ebert moved to approve the consent items with a correction to item 4; Commissioner Bell seconded.

Commissioner Bell – aye; Commissioner Ebert – aye; Chair Gibson – aye

**G. ACTION ITEMS:**

1. **REQUEST BY BRAD BLANCH TO REINSTATE TO GREENBELT STATUS PARCELS #15-048-0036, #15-515-0001 AND #15-515-0002**

Joe Olsen, of the County Assessor's Office, representing the Tax Review Committee, said that Mr. Blanch created the 2-lot Blanch Estates Subdivision in 2012 from Parcel 15-048-0036. The parcel previously qualified for greenbelt status. Since that legal description change, the rollback tax was calculated and provided to Mr. Blanch, who appealed the market value timely but did not challenge the withdrawal of the land from greenbelt status per the Weber County's Rollback Statement of Tax Due and Lien. The rollback tax was not paid back timely and was attached to the new legal descriptions of 15-515-0001 and 15-515-0002. Mr. Blanch approached the Tax Review Committee (Committee) and requested the removal of the rollback tax and reinstatement of greenbelt status on the parcels for 2013 and 2014.

The Committee heard the item and after lengthy discussion, with analysis and input from Courtlan Erickson, county legal counsel, which included the process followed by Angela Hill, of the County Assessor's Office, it was determined that there was no erroneous assessment or factual error, that the county had followed State Code properly, and they recommended denial of the request. There had also been discussion with County Planning on this item. Mr. Olsen noted that there were several opportunities that the rollback issue could have been appealed, including when the notice was first mailed out identifying what the rollback was, and which included language about appealing. The 2013 and 2014 valuation notices also showed that the property was no longer in greenbelt.

Mr. Blanch stated that Mr. Olsen had described the item correctly. He said that it could be argued that the legal description of Parcel 15-48-0036 had changed because it became a subdivision but the boundary description had not changed and is contiguous to other property that he owns. In 2012 he recorded the subdivision and built a house on the parcel. He then received a tax notice. He said that it could have been his misunderstanding, but he did not think he could appeal the status of greenbelt, and he stated that he should have appealed. He also felt that because the use had not changed, that this issue did not apply to him. Early this year he started building a house on the property. A couple of community members told him that maybe the property should still be in greenbelt and he approached Ms. Hill this year to put it back into greenbelt and was successful. From 2012 prior it had been greenbelt and his question is concerning 2013 and 2014.

Mr. Blanch had said that there had not been a description change but Mr. Olsen pointed out that Mr. Blanch subdivided the property into the two lots and code states that if there is ownership or legal description change, that rollback tax is due unless application is made to re-qualify for greenbelt status. This was not done until 2015. Mr. Olsen noted that there is an improvement on the property. He said that the county followed code and Ms. Hill concurred, noting that the application deadline for greenbelt status is May 1 and no applications were submitted for 2013 and 2014.

Chair Gibson stated that the commissioners try to give the benefit to the taxpayers whenever possible to accomplish their goals, however, the county is subject to the law. No application to re-qualify was submitted for those two years. Commissioner Bell expressed concerned that Mr. Blanch had not paid the rollback taxes and Commissioner Ebert expressed concern with starting a precedent and going against the law.

Courtlan Erickson, Deputy County Attorney, addressed questions raised by Mr. Blanch and stated that the Committee had asked similar questions to the commissioners' about how the law applies to these particular facts. The Committee had asked if the process had been followed by the County Assessor according to statute 59-2-506(5) and the Committee determined that it had complied, that it had mailed notice to the owner that the land was withdrawn from this part, was subject to rollback tax and rollback tax would be delinquent if not paid within a specified time. An appeal was available and one was filed regarding valuation, but did not raise the rollback issue in that appeal, that appeal was carried to a final outcome, and conclusively dealt with the issues in that appeal, and the county did not err. Regarding Mr. Blanch's question whether greenbelt status was properly removed, statute 59-2-509(3) states that land is withdrawn from greenbelt status if there is a change in ownership or legal description of the land. The Committee determined that where it used to be one parcel, which was subdivided, and in fact now there are two parcel numbers, that this constituted a new legal description of the property, even though the external boundaries remained the same, and this automatically results in withdrawal from greenbelt status. However, the owner has the opportunity to submit a new application for greenbelt status to continue but it must be submitted within 120 days after the change. This did not occur. No error could be found on the part of the county. Mr. Erickson recommended following the law and to deny the request.

Commissioner Bell moved to uphold the Tax Review Committee's recommendation to deny the request to reinstate Parcels #15-515-0001 & #15-515-0002 to greenbelt status for the reasons stated above; Commissioner Ebert seconded.

Commissioner Bell – aye; Commissioner Ebert – aye; Chair Gibson – aye

2. **RIGHT-OF-WAY CONTRACTS FOR 3500 WEST:**

Michael & Nedra Atkinson, Parcel 55 – Contract C2015-349  
Gary & Gwen Farr, Parcel 67 – Contract C2015-350  
Gary & Gwen Farr, Parcel 68 – Contract C2015-351  
Erik & Kristi Stratford – Contract C2015-352

Jared Andersen, County Engineer, briefly presented these contracts.

Commissioner Bell moved to approve the right-of-way contracts, C2015-349 through C2015-352, for 3500 West as listed; Commissioner Ebert seconded.

Commissioner Bell – aye; Commissioner Ebert – aye; Chair Gibson – aye

3. **RIGHT-OF-WAY CONTRACT FOR 12<sup>TH</sup> STREET:** Robert E. Urry & Alice Urry – Contract C2015-353

Jared Andersen, County Engineer, briefly presented this contract.

Commissioner Bell moved to approve the right-of-way Contract C2015-353 for 12th Street as listed; Commissioner Ebert seconded.

Commissioner Bell – aye; Commissioner Ebert – aye; Chair Gibson – aye

4. **FIRST READING OF ORDINANCE AMENDING CERTAIN PROVISIONS OF BILATERAL CONTRACT ORDINANCE**

David Wilson, Deputy County Attorney, stated that this relates to standard lease contracts.

Commissioner Bell moved to approve the first reading of an ordinance amending certain provisions of the Bilateral Contract Ordinance; Commissioner Ebert seconded.

Commissioner Bell – aye; Commissioner Ebert – aye; Chair Gibson – aye

5. **CONTRACT WITH THE FOLLOWING INDIVIDUALS TO REPRESENT INDIGENT PERSONS IN THE SECOND DISTRICT COURT WHEN APPOINTED BY THE COURT:**

Logan Bushell – Contract C2015-354  
Jason Widdison – Contract C2015-355  
Meghann Mills – Contract C2015-356  
Richard Williams – Contract C2015-357  
Ryan Bushell – Contract C2015-358

David Wilson, Deputy County Attorney, presented these contracts.

Commissioner Bell moved to approve the above contracts, C2015-354 through C2015-358 with the listed individuals to represent indigent persons in the Second District Court when appointed by the court; Commissioner Ebert seconded.

Commissioner Bell – aye; Commissioner Ebert – aye; Chair Gibson – aye

6. **INTERLOCAL AGREEMENT WITH THE OGDEN CITY REDEVELOPMENT AGENCY (RDA) AUTHORIZING THE SHARING OF TAX INCREMENT FOR THE KIESEL COMMUNITY DEVELOPMENT PROJECT AREA (CDA)– RESOLUTION 38-2015, CONTRACT C2015-359**

Douglas Larsen, Weber County Economic Development Partnership Director, showed an area map of the CDA boundaries stating that it encompasses the area between Kiesel and Wall Avenues and 24<sup>th</sup> to 25<sup>th</sup> Streets. The agreement defines how the county as a taxing entity may participate in this CDA—which allows the new property tax generated within the assigned boundary to flow back to the development. Investment projections are \$11-\$17 million from private investment. The plan proposes to utilize tax increment for renovation of buildings that include the Kiesel Building, the Old Post Office Building, the Berthana Building, and parking infrastructure. The proposal asks that the county participate over a 20-year period at 100% of the tax increment generated within the project area with a cap at \$2.2 million.

Brandon Cooper, with Ogden City RDA, expressed gratitude to the commissioners on behalf of Ogden City for their cooperation. This area is targeted because 24<sup>th</sup> Street is historically the entry to downtown and in this corridor there is a large collection of historic buildings that lay vacant and dilapidated. This is an effort to rescue them and put them back into productive use. It will create jobs downtown, will add residential space, and add to the city's commercial viability.

Commissioner Bell moved to adopt Resolution 38-2015 approving Contract C2015-359 with the Ogden City Redevelopment Agency authorizing the sharing of tax increment for the Kiesel Community Development Project Area; Commissioner Ebert seconded.

Commissioner Bell – aye; Commissioner Ebert – aye; Chair Gibson – aye

**7. REQUEST FROM THE CLERK/AUDITOR’S ELECTIONS OFFICE FOR APPROVAL OF POLL WORKERS**

Ryan Cowley, County Elections Director, presented the list of poll workers.

Commissioner Ebert moved to approve of the list of poll workers; Commissioner Bell seconded.

Commissioner Bell – aye; Commissioner Ebert – aye; Chair Gibson – aye

**8. CONTRACT WITH REAVELEY ENGINEERS AND ASSOCIATES FOR THE STRUCTURAL EVALUATION AND FEASIBILITY REPORT FOR THE WEBER CENTER PARKING STRUCTURE C2015-360**

Dana Shuler, of County Engineering, stated that this contract is for a detailed evaluation of the parking structure.

Commissioner Bell moved to approve Contract C2015-360 with Reaveley Engineers and Associates for the structural evaluation and feasibility report for the Weber Center parking structure; Commissioner Ebert seconded.

Commissioner Bell – aye; Commissioner Ebert – aye; Chair Gibson – aye

**9. REQUEST FOR INTERLOCAL AGREEMENT WITH POWDER MOUNTAIN WATER AND SEWER DISTRICT FOR ADMINISTRATION AND SUPPORT SERVICES**

This item was held.

**H. PUBLIC COMMENTS:** None

**H. ASSIGN PLEDGE OF ALLEGIANCE & THOUGHT OF THE DAY FOR TUESDAY, OCTOBER 6, 2015, 10 A.M.**

**I. ADJOURN**

Commissioner Ebert moved to adjourn at 11:29 a.m.; Commissioner Bell seconded.

Commissioner Bell – aye; Commissioner Ebert – aye; Chair Gibson – aye

Attest:

---

Kerry W. Gibson, Chair  
Weber County Commission

---

Ricky D. Hatch, CPA  
Weber County Clerk/Auditor

2015-357 9-29

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY  
JUVENILE COURT**

THIS AGREEMENT is made effective the 22<sup>nd</sup> day of June, 2015, by and between WEBER COUNTY, a body politic and the State of Utah, hereinafter referred to as "County," and Richard Williams, hereinafter referred to as "Attorney."

**WITNESSETH:**

**WHEREAS**, pursuant to Chapter 32 of Title 77, *Utah Code Ann.* (1953) as amended, Weber County has the responsibility to provide legal counsel to every indigent person who faces the substantial probability of deprivation of his or her liberty; and

**WHEREAS**, pursuant to Chapter 6 of Title 78A, *Utah Code Ann.* (1953) and other corresponding provisions and appellate court decisions, the County has the obligation to provide legal counsel in certain circumstances ; and

**WHEREAS**, Attorney is a member of the Utah State Bar Association in good standing and admitted to practice law before the courts of the State of Utah; and

**WHEREAS**, Attorney is willing to represent indigent persons in the Second District Juvenile Court when appointed by the Court;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. Attorney's main assignment under this Agreement will be to handle conflicts in cases in juvenile court when another attorney is needed to represent a child, parent or guardian. Such assignment shall be under the direction of the Indigent Defense Coordinator for Weber County. Such assignments are described as follows:
  - a) Attorney agrees to provide primary criminal delinquency defense as they occur before Judge Heward and Judge Noland as appointed by these courts for indigent minor defendant's or minor children of indigent parent or guardians pursuant to statutory indigency guidelines for all delinquency petitions brought by the Weber County Attorney's Office. It is understood that Attorney shall provide initial representation to non indigents.
  - b) Attorney agrees to provide competent legal counsel to any minor defendant, where the minor defendant or the minor's parents or legal guardians are deemed by the court to be indigent pursuant to the statutory indigency guidelines, when a delinquency petition is brought by the Weber County Attorney's Office, pursuant to the attorney's assignment in juvenile court where the court appoints the attorney as public defender, and the minor defendant has been charged with a

delinquency act be it felony, misdemeanor, status offense, or certification proceeding. The attorney will also represent indigent minor defendants in juvenile court probation violations hearings, show cause hearings and restitution hearings.

- c) Further, Attorney agrees to provide reciprocal conflict counsel representation for Defendants before other Judges in the Weber County Juvenile Court as deemed necessary by the court after cause of conflict is reviewed and certified by said court.
  - d) Further, the attorney agrees to provide competent legal counsel to any legal parent or legal guardian or custodian, who is deemed by the court to be indigent pursuant to the statutory indigency guidelines, that the court appoints the attorney as public defender where the legal parent or legal guardian appears in a Weber County Juvenile Court dependency, neglect, abuse, show cause, or termination of parental rights proceeding brought by the Utah Attorney General's Office for the Utah Division of Family Services, pursuant to Utah Code Section 78A-6-1111 et al. in that attorney's assignment in juvenile court.
2. Attorney will cooperate in providing the Coordinating Attorney caseload information to enable the proper assembly of case statistics, including informing the Coordinating Attorney of any cases which have gone to trial. Attorney will submit a monthly summary of statistics to the Coordinating Attorney on a form approved by the Coordinating Attorney.
  3. Attorney will work diligently to avoid any complaints being lodged against Attorney, and will immediately communicate to the Coordinating Attorney any complaints that may be lodged by anyone against Attorney, and work diligently to resolve any such complaint, as well as seek to identify potential conflicts or complaints that persons may have against Attorney.
  4. Attorney will cooperate in the implementation of a system for the collection from Attorney of files that are closed and the storage of such files in a location deemed appropriate.
  5. Attorney will assist in the development of a list of court approved investigators and expert witnesses and make diligent efforts to utilize only those investigators and expert witnesses found on such list. If Attorney feels it necessary to utilize an expert witness or investigator who is not on the approved list, Attorney agrees to first consult with the Coordinating Attorney before making any such request of the Court.
  6. Attorney shall submit to the Coordinating Attorney an electronic copy of each and every motion, memoranda and appellate brief Attorney files. Attorney is not required to submit said copies prior to the respective due dates, but shall submit copies to the Coordinating Attorney as soon thereafter as is practicable. Attorney will not be required to submit copies of client court reports, or any other such reports, as approved by the Coordinator.

7. Attorney shall submit to the Coordinating Attorney an electronic copy of each request for transcripts, appointment of expert witness, or any other motion, request, or stipulation that will require payment by the County, and shall submit such copies simultaneously with the filing of the original documents with the Court. Attorney shall also work to ensure that such requests are necessary for case preparation.
8. If at any time Attorney's case load becomes sufficiently burdensome to create an ineffective assistance of counsel issue or could cause the attorney to be in violation of the Rules of Professional Conduct, Attorney shall immediately notify the Coordinator and determine a proper course of action to remedy the situation.
9. Attorney is expected to provide coverage for other contract attorneys when necessary and when Attorney is available to provide coverage. When possible, the attorneys should attempt to trade coverage at the time coverage is procured. When a simultaneous trade is not possible, the attorney whose calendar was covered should make reasonable efforts to reciprocate coverage for the attorney who covered for him/her upon request. If the Coordinating Attorney determines that the attorney who provided coverage made reasonable efforts to procure coverage from the attorney for whom he/she provided coverage and the other attorney is unwilling or unable to provide coverage within six months of the original coverage having been provided, the covering attorney shall be compensated by the attorney who was covered the sum of \$250 for having provided coverage. This amount shall be deducted from the paycheck of the attorney whose calendar was covered and added to the paycheck of the covering attorney.
10. When attorney will miss his regular court assignment due to trial, vacation, seminar, etc., he shall arrange with another contract attorney to cover attorney's court. If Attorney fails to procure coverage and does not appear at her court assignment, the sum of \$600 shall be deducted from her pay and paid to the attorney[s] who provide coverage for Attorney (if, indeed, any is provided).
11. The term of this Agreement shall be from June 22, 2015 through December 31, 2018.
12. Weber County agrees to pay Attorney the sum of \$66,000 annually for service provided between June 22, 2015 and December 31, 2018, plus an additional \$300 annually to cover expenses associated with discovery. Payment shall be made to the Attorney in equal monthly installments of \$5,500.25 per month which includes the \$150 with expenses associated with discovery. The first installment is due before the end of October 2015 for payments including June 22, 2015 through October 31, 2015, and \$5,500.25 for each month beginning November 1, 2015 a like sum on the last day of each month thereafter through December 31, 2018.

13. Attorney agrees to maintain professional malpractice insurance with limits of \$100,000 per person and an aggregate of \$300,000 and provide to Weber County evidence of the insurance. In addition, Attorney agrees to hold Weber County harmless from all damage, loss or injury it may suffer or be held liable for as a result of the conduct of Attorney.
14. Attorney agrees to abide by the rules of Professional Conduct of the American Bar Association, the Utah State Bar Association and the laws of the State of Utah, including but not necessarily limited to the provisions of Chapter 32 of Title 77, *Utah Code Ann.* (1953) as amended.
15. Throughout the term of this Agreement, Attorney agrees to maintain a bona fide office in Weber County, made available to the clients which he/she serves under the terms of this Agreement.
16. Attorney agrees to use her best efforts to avoid any conflicts of interest which would divide loyalty of defense counsel to the client. The parties, however, recognize that certain cases may arise where conflicts are of sufficient magnitude that the Attorney cannot represent the person charged. Conflicts of interest shall only be deemed to exist after a determination of the appointing Court.
17. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for Weber County.
18. Weber County has established a separate indigent expense fund and will continue to fund the expense fund for the term of this Agreement. The expense fund may be used by all attorneys representing indigent defendants in Weber County. Appropriate expenses shall include, but shall not be limited to laboratory costs, transcripts, defense witness fees, and extraordinary investigator fees. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use her best efforts to minimize the cost and expenses to be deducted from the fund. Before any funds are expended, Attorney shall first consult with the Coordinating Attorney, and then shall make application for approval of expenses in the form of a written motion to the trial judge and shall specify the reasons for the expense. Payment for any expense incurred by the Attorney and not previously approved by the Court shall be the sole responsibility of the Attorney. In the event the total court approved expenses exhaust the expense fund for the year, the Attorney shall apply in writing to the Weber County Clerk/Auditor for approval of additional funds.
19. Attorney or County may be terminate this Agreement without cause upon sixty (60) days written notice to the other party. This Agreement may also be terminated at any time for cause. Cause shall include but not be limited to a suspension or revocation of Attorney's license to practice law in the State of Utah, a breach of this Agreement or behavior which brings disrepute to other contract attorneys or to County. In the case of a breach or violation of a term

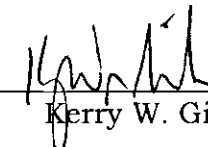


of this Agreement, Attorney shall be given seven (7) calendar days to cure the breach or violation. Failure of the Attorney to cure breach or violation within the specified period shall result in termination of this Agreement and the parties hereto agree that Weber County may retain other legal counsel to represent indigent defendants within Weber County and deduct the costs from the compensation identified in Paragraph 6 of this Agreement.

- 20. This Agreement can be changed, modified or amended only by written agreement of the parties hereto.
- 21. Attorney is an independent contractor and is responsible to pay any and all taxes and fees which may result from the compensation paid to Attorney pursuant to this Agreement.
- 22. This Agreement shall constitute the entire agreement between the parties and by prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- 23. This Agreement shall be governed by the laws of the State of Utah.

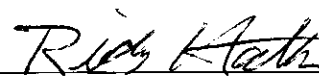
**IN WITNESS WHEREOF** the undersigned have affixed their respective signatures hereto the dates indicated below.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

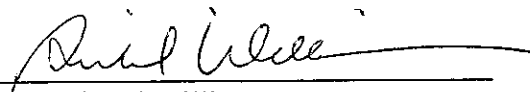
By  \_\_\_\_\_  
Kerry W. Gibson, Chair

Commissioner Bell voted   
Commissioner Ebert voted   
Commissioner Gibson voted

ATTEST:

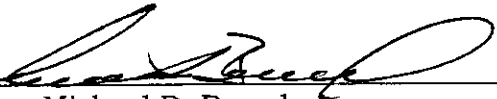
  
\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

ATTORNEY

By   
Richard Williams

Date 9/29/2015

INDIGENT DEFENSE COORDINATOR

By   
Michael D. Bouwhuis

Date 10/5/15