

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

Tuesday, July 19, 2016 - 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.*

**COMMISSIONERS:** Matthew G Bell and James Ebert. Kerry W. Gibson was excused.

**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** – Commissioner Bell

**B. INVOCATION** – Arnel Rivera

**C. PLEDGE OF ALLEGIANCE** – Scott Parke

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

**E. CONSENT ITEMS:**

1. Purchase orders in the amount of \$116,971.12
2. Warrants #406886-#407164 in the amount of \$1,256,075.42
3. Minutes for the meeting held on July 5, 2016
4. New business licenses
5. Action on request to amend a previously approved conditional use for the Trapper's Ridge at Wolf Creek P.R.U.D. The amendment will add Phase 8, consisting of 18 lots, to existing multi-phased P.R.U.D. This P.R.U.D. amendment will run concurrently with the request for preliminary subdivision approval of the Trapper's Ridge at Wolf Creek P.R.U.D. Phase 8, located within the approved Wolf Creek Resort Master Development
6. Action on a conditional use request for The Bridges at Wolf Creek Resort P.R.U.D. located within the approved Wolf Creek Resort Master Development. The application includes request to run concurrently for preliminary subdivision approval of The Bridges at Wolf Creek Resort PRUD
7. Request for consideration & action for an amendment to the Summit at Powder Mountain Phase 1 P.R.U.D. amending the previous approval for Lot 76 & adding the Horizon Neighborhood. The amendment to the P.R.U.D. will reduce the overall P.R.U.D. area to the Summit Eden Ridge Nests P.R.U.D., Village Nests at Powder Mountain, Horizon Neighborhood at Powder Mountain and Spring Park at Powder Mountain
8. Change Order No. 1 for Staker Parsons on 12<sup>th</sup> Street project
9. Change Order No. 2 for Staker Parsons on 12<sup>th</sup> Street project
10. Approval to spend impact fees for a trailhead sign on Bonneville Shoreline Trail.
11. Set public hearing for August 15, 2016, 6 p.m., to consider a Weber County General Fund property tax increase

Commissioner Ebert moved to approve the consent items; Commissioner Bell seconded.

Commissioner Ebert – aye; Commissioner Bell – aye

**F. ACTION ITEMS:**

1. **FINAL READING AND ENACTMENT OF AN ORDINANCE AMENDING THE FEE SCHEDULE FOR CONSTRUCTION AND DEMOLITION (C&D) MATERIALS DELIVERED TO THE WEBER COUNTY TRANSFER STATION (SOLID WASTE) – ORDINANCE 2016-7**

This item was addressed on 7/12/2016. Commissioner Ebert noted that the Transfer Station has had a substantial loss of funds for several years. The review of the Transfer Station operations shows that the loss includes the transferring of C&D materials to the landfill; the county has been subsidizing this for approximately a quarter million dollars/year. Kevin McLeod, with County Operations, said that the commercial haulers are encouraged to deliver C&D materials directly to the C&D landfill.

Commissioner Ebert moved to adopt Ordinance 2016-7, amending Title 6, Chapter 22, of the Weber County Fee Ordinance, amending the fee schedule for construction and demolition materials delivered to the Weber County Transfer Station; Commissioner Bell seconded.

Commissioner Ebert – aye; Commissioner Bell – aye

2. **REQUEST FOR FINAL APPROVAL OF THE SANDHILL CRANE CLUSTER SUBDIVISION, CONSISTING OF 7 LOTS, INCLUDING A SUBDIVISION IMPROVEMENT AGREEMENT WITH THE FINANCIAL GUARANTEE**

This item was held.

3. **CONTRACT WITH BEST FRIENDS ANIMAL SOCIETY TO WORK IN JOINT EFFORTS TO DEVELOP PROGRAMS TO INCREASE PUBLIC AWARENESS OF ANIMAL WELFARE CONCERNS**

Lt. Chad Ferrin, with County Animal Services, stated that Best Friends has animal sanctuaries in Kanab and in remote locations throughout the State. They have been working with the county for a couple of years on programs to increase the animal save rate. Currently, 5,000-7,000 animals are brought into the County's Animal Shelter. A significant amount of these are feral cats for which the county previously did not have options other than euthanasia, and some of the programs through Best Friends give the county trap-neuter-release and shelter-neuter-release options. The shelter board has approved this and city representatives wish to participate. There is no additional cost to the county; Best Friends bears the expense. They hire someone to work with the county to handle the programs, and they also have coalition partners for fostering and rescuing dogs and cats.

Commissioner Ebert moved to approve the contract with Best Friends Animal Society for a joint effort to develop programs to increase public awareness of animal welfare concerns; Commissioner Bell seconded. Commissioner Ebert – aye; Commissioner Bell – aye

4. **RIGHT-OF-WAY CONTRACTS WITH THE FOLLOWING:  
ERVIN & VELAYNE DAVIS, PARCEL 24; ERVIN & VELAYNE DAVIS, PARCELS 23, 28,114**

Jared Andersen, County Engineer, presented these right-of-way contracts for the 12<sup>th</sup> Street road project.

Commissioner Ebert moved to approve the right-of-way contracts as listed; Commissioner Bell seconded. Commissioner Ebert – aye; Commissioner Bell – aye

5. **CONTRACT WITH AMMON NELSON FOR AN INDIGENT DEFENSE ATTORNEY IN JUVENILE COURT**

David Wilson, Deputy County Attorney, stated that this is a replacement position and the contract amount remains the same.

Commissioner Ebert moved to approve the contract with Ammon Nelson for an indigent defense attorney in Juvenile Court; Commissioner Bell seconded.

Commissioner Ebert – aye; Commissioner Bell – aye

**G. PUBLIC HEARING**

1. **ADJOURN THE PUBLIC MEETING AND CONVENE THE PUBLIC HEARING**

Commissioner Ebert moved to adjourn the public meeting and convene the public hearing; Commissioner Bell seconded.

Commissioner Ebert – aye; Commissioner Bell – aye

2. **PUBLIC HEARING REGARDING AMENDMENTS TO THE OPERATING BUDGET OF WEBER COUNTY FOR THE 2016 CALENDAR YEAR**

Scott Parke, County Comptroller, noted that these budget amendments are presented at Commission meetings quarterly. He said that the county is ahead on its estimated revenues in the Conference Center concessions and parking and also in Garage services and more money is needed to purchase supplies to continue providing the services. There is a request to roll over money set aside in the 2015 budget for a water project at the parks. Additionally, funds need to be transferred to the Roads Department from the sales tax revenue for transportation projects.

Commissioner Bell invited public comments and none were offered.

3. **ADJOURN PUBLIC HEARING AND RECONVENE THE PUBLIC MEETING**

Commissioner Ebert moved to adjourn the public hearing and reconvene the public meeting; Commissioner Bell seconded.  
Commissioner Ebert – aye; Commissioner Bell – aye

4. **ACTION ON PUBLIC HEARING:**

**G.2.-AMENDMENTS TO THE 2016 OPERATING BUDGET – RESOLUTION 23-2016**

Commissioner Ebert thanked Mr. Parke. He said that having more frequent reports on amendments is more transparent and keeps the county more up to date on the budget. Commissioner Bell expressed thanks to Mr. Parke, and also to Ricky Hatch, County Clerk/Auditor, and his staff.

Commissioner Ebert moved to adopt Resolution 23-2016 approving amendments to the Operating and Capital budgets of Weber County for the 2016 calendar year; Commissioner Bell seconded.  
Commissioner Ebert – aye; Commissioner Bell – aye

**H. PUBLIC COMMENTS:**

Jan Fullmer, of Eden, asked for clarification stating that the email sent out with the Commission agenda regarding the hearing to consider the Weber County General Fund property tax increase was for August 16<sup>th</sup> and Commissioner Bell explained that originally it was set for that date. However, because many other entities will be holding public hearings on that date for that item, the county had to move its hearing date. Ms. Fullmer recommended that the Commission send out a notice to their agenda distribution list recipients with the correction.

**I. CLOSED MEETING**

**REQUEST FOR A MOTION FOR A CLOSED MEETING TO DISCUSS THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY AND TO DISCUSS STRATEGY RELATING TO IMMINENT OR ONGOING LITIGATION.**

Commissioner Ebert moved to adjourn the public meeting and convene a closed meeting to discuss the purchase, exchange, or lease of real property and to discuss strategy relating to imminent or ongoing litigation; Commissioner Bell seconded.  
Commissioner Ebert – aye; Commissioner Bell – aye

No action was taken on the closed session.

**J. ADJOURN**

Commissioner Ebert moved to adjourn at 11:04 a.m.; Commissioner Bell seconded.  
Commissioner Ebert – aye; Commissioner Bell – aye

Attest:

\_\_\_\_\_  
Kerry W. Gibson, Chair  
Weber County Commission

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

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY  
JUVENILE COURT**

516007A  
7-19-2016

THIS AGREEMENT is made effective the 1<sup>st</sup> day of July, 2016, by and between WEBER COUNTY, a body politic and political subdivision of the State of Utah, hereinafter referred to as "County," and Ammon Nelson, 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 other 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 in accordance with paragraphs 1(A) and 1(B) below;

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

1. A. Attorney agrees to provide competent legal counsel to any minor defendant, where the court appoints the Attorney as a result of the minor defendant or the minor's parents or legal guardians being deemed by the court to be indigent pursuant to the statutory indigency guidelines or where the court appoints the attorney as otherwise provided in Utah Code Section 78A-6-1111(1)(e), when a delinquency petition is brought by the Weber County Attorney's Office, , and the minor defendant has been charged with a delinquent act be it felony, misdemeanor, status offense, or certification proceeding. The attorney will also represent such minor defendants in juvenile court probation violations hearings, order to show cause hearings and restitution hearings.

Attorney agrees to promptly notify the court of any changes with regard to the indigent status of client, which changes would affect the qualifying of the client for court-appointed personnel.

- B. Attorney agrees to provide competent legal counsel to any legal parent or legal guardian, where the court appoints the Attorney as a result of the legal parent or legal guardian being deemed by the court to be indigent pursuant to the statutory indigency guidelines, and where the legal parent or legal guardian appears in a Weber County Juvenile Court dependency, neglect,

abuse, order to show cause, or termination of parental rights proceedings 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.

- C. Attorney shall represent indigent persons who are being held by an order of the court at the McKay-Dee Hospital for involuntary commitment proceedings and those persons who are under involuntary commitment to Weber Human Services in review hearings. Attorney will be responsible to set up contact with the clerk of the court in attorney's assigned week to obtain notices of hearings and be available for those hearings (which are generally heard each Friday morning at 8:30 a.m., and at times on Monday afternoon at 3:30 p.m.). The attorney shall interview each client before the hearings and provide competent legal representation for the client at the hearings. The attorney will also be responsible to represent the client in de novo appeals from the commitment hearings and file petitions for review hearings as requested by a client under commitment.
  - D. In the event Attorney is appointed to represent a client as a result of the client's indigency, Attorney agrees to promptly notify the court of any changes with regard to the indigent status of client, which changes would affect the qualifying of the client for court-appointed counsel.
2. Attorney agrees to provide competent legal counsel to any parent where the following criteria have been met:
- a. The parent is involved in a termination of parental rights proceeding that was brought by a private party;
  - b. The court has made a finding that failure to appoint counsel will result in a deprivation of due process;
  - c. The parent is indigent pursuant to the statutory indigency guidelines; and
  - d. The court has appointed the Attorney to represent the parent.

Weber County agrees to pay Attorney at the rate of \$100 per hour for services provided under this paragraph. Attorney agrees to submit invoices for payment to the Civil Division of the Weber County Attorney's Office no longer than 3 months after the work detailed in the invoice was completed. County reserves the right to refuse payment for any work that was performed more than three months prior to the submission of the invoice.

- 3. Attorney will represent various clients that would typically be assigned to other contract attorneys when the court deems there is a conflict of interest preventing the other contract attorney from representing the client. Any such representation shall be at no additional cost to Weber County, with such assignments being made under the direction of the Coordinating Attorney.
- 4. 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.

5. Attorney will seek to identify potential conflicts or complaints that persons may have against Attorney and 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.
6. 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.
7. 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.
8. 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 Coordinating Attorney.
9. Attorney shall submit to the Coordinating Attorney an electronic copy of each request for transcripts, request for 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.
10. 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 Coordinating Attorney and determine a proper course of action to remedy the situation.
11. 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.

12. 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 his court assignment, the sum of \$600 shall be deducted from his pay and paid to the attorney[s] who provided coverage for Attorney (if, indeed, any is provided).
13. The term of this Agreement shall be from July 1, 2016 through December 31, 2018.
14. Weber County agrees to pay Attorney the sum of \$69,000 annually for service provided between July 1, 2016 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 \$5,750 per month. The first installment is due before the end of July 2016 and a like sum on the last day of each month thereafter through December 31, 2018.
15. 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.
16. 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. Attorney agrees to keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this agreement.
17. Throughout the term of this Agreement, Attorney agrees to maintain a bona fide office in Weber County, made available to the clients which he serves under the terms of this Agreement. Attorney agrees to be available and accessible to clients reasonably in advance of any hearing or trial, to make reasonable efforts to visit clients who are incarcerated, to return telephone calls as soon as reasonably possible, and to otherwise be reasonably accessible to all clients.
18. 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.

19. Nothing in this agreement shall prohibit Attorney from representing private clients so long as the representation of private clients does not interfere with or create a conflict of interest in the representation of clients appointed under this agreement.
20. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for Weber County.
21. 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. Attorney will bear all other expenses in providing the services contemplated herein, including but not limited to, transportation, office, telephone, postage, copying and secretarial costs. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use his 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, or in excess of that 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.

22. Attorney or County may 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 the breach or violation within the specified period shall result in termination of this Agreement and the parties hereto agree that Weber County may award this contract to other legal counsel and deduct the costs from the compensation identified in Paragraph 13 of this Agreement.
23. Any notice required by this agreement shall be given in writing addressed to the following unless otherwise designated in writing.

FOR THE COUNTY:  
Weber County Attorney  
2380 Washington Blvd., Suite 230  
Ogden, UT 84401


FOR THE ATTORNEY:  
Ammon Nelson Law, PLLC  
2650 Washington Blvd, Ste 202  
Ogden, UT 84401



- 24. In the event this agreement is terminated or is not renewed, Attorney agrees to cooperate with his successor including the filing of all necessary pleadings for withdrawal and to deliver all applicable files, information and materials to the successor.
- 25. This Agreement can be changed, modified or amended only by written agreement of the parties hereto.
- 26. 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.
- 27. This Agreement shall constitute the entire agreement between the parties and any 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.
- 28. 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  
 Matthew G Bell vice  
 Commissioner Bell voted   y    
 Commissioner Ebert voted   y    
 Commissioner Gibson voted   excused  

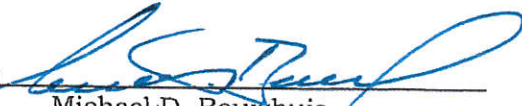
ATTEST:

  
 Ricky Hatch, CPA  
 Weber County

ATTORNEY

By   
 Ammon Nelson  
 Date   7/7/16  

INDIGENT DEFENSE COORDINATOR

By   
 Michael D. Bouwhuis  
 Date   7/7/16