

Thursday, February 8, 2024

PERRY CITY COUNCIL MEETING AGENDA

This is an “Electronic Meeting” Web/Teleconferencing will be used to participate.

Go to www.perrycity.org for meeting access instructions

The Perry City Council will hold an electronic meeting at 1950 S Highway 89 in Perry and via web/teleconference on the Thursday identified above, starting at approximately 7:00 PM. Members of the public may attend the meeting in person or may view the meeting via Zoom using a link and instructions on the web page at: <https://www.perrycity.org/whats-new.htm.htm>. Agenda items may vary depending on length of discussion, cancellation of scheduled items, or agenda alteration. Numbers and/or times are estimates of when agenda items will be discussed. Action on public hearings will always be later in the same meeting or at a subsequent meeting. Every agenda item shall be a discussion and/or action item, unless otherwise indicated.

Approx. 6:00 PM – Work Session

1. Water & Park Impact Fees

Approx. 7:00 PM – Regular City Council Meeting

1. Call to Order

2. Procedural Issues

- A. Conflicts of Interest Declaration(s), If Any
- B. Appointments
 - Planning Commission

3. Presentations

- A. Youth City Council
- B. Training: Open Meetings Act
- C. Training: Harassment & Discrimination Prevention

4. Action Items (Roll Call Vote)

- A. Resolution 2024-02 Lodge Lease Agreement

5. Minutes & Council/Mayor Reports (Including Council Assignments)

No Council Action May be Taken if an Item is not specifically on the Agenda

- A. Approval of Consent Items
 - January 25, 2024 City Council Meeting Minutes
- B. Mayor’s Report
- C. Council Reports
- D. Staff Comments
- E. Planning Commission Report

6. Executive Session (if needed)

- A. Discussion of the purchase, exchange, lease, or sale of real property, when public discussion would disclose the value of the property or prevent the authority from completing the transaction of the best possible terms.
- B. Strategy session to discuss the character, professional competence, or physical or mental health of an individual.
- C. Strategy session to discuss collective bargaining.
- D. Strategy session regarding pending, or reasonably imminent litigation.
- E. Strategy session to discuss the deployment of security personnel, devices, or systems.
- F. Discussion of investigative proceedings regarding allegations of criminal misconduct.

7. Approx. 8:30 PM - Adjournment

Certificate of Posting

The undersigned duly appointed official hereby certifies that a copy of the foregoing agenda was sent to each member of the City Council and was posted in three locations: Perry City Hall; Centennial Park, Perry City Park; and was emailed to the Ogden Standard-Examiner, Box Elder News Journal; and posted on the State Public Meeting Notice Website on this 2nd day of February, 2024. Any individual requiring auxiliary services should contact the City Offices at least 3 days in advance (435-723-6461).

Shanna S. Johnson, City Recorder

**PERRY CITY
RESOLUTION 2024-02**

THE LODGE LEASE WITH BRYAN DANA.

**A RESOLUTION OF PERRY CITY, UTAH, APPROVING THE LODGE LEASE
WITH BRYAN DANA.**

WHEREAS, Perry City (hereafter “City”) is a municipal corporation duly organized and existing under the laws of the state of Utah;

WHEREAS, *Utah Code Annotated* §10-3-717 authorizes the City to exercise administrative powers by resolution;

WHEREAS, the City owns certain real property known as The Lodge identified as Box Elder County Parcel Number 03-157-0160;

WHEREAS, the City desires to enter a new lease agreement with Quality Care Chiropractic to occupy The Lodge premises;

WHEREAS, the Parties has negotiated the new lease attached hereto and incorporated herein by this reference;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Perry City, Utah, that the Lease Agreement set forth in Exhibit “A” attached hereto and incorporated herein by this reference is approved and the Mayor is authorized to execute the same along with any related documents to effectuate the Lease Agreement. This Resolution is effective immediately upon passage and approval.

PASSED AND APPROVED by the Perry City Council this ____ day of February, 2024.

Mayor

ATTEST:

City Recorder

VOTING:

Tueller	Yea	___	Nay	___
Wright	Yea	___	Nay	___
Ostler	Yea	___	Nay	___
Walker	Yea	___	Nay	___
Young	Yea	___	Nay	___

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) is made and entered into this ____ day of _____, 2024 by and between Perry City (the “**Landlord**”), and Quality Care Chiropractic, PLLC (the “**Tenant**”). This Lease Agreement shall take effect on March 1, 2024 (the “**Commencement Date**”).

WITNESSETH:

In consideration of the rents, covenants and agreements hereinafter set forth, Landlord and Tenant mutually agree as follows:

ARTICLE I. PREMISES

Landlord hereby leases and demises to Tenant and Tenant hereby leases from Landlord the Premises described below.

The “**Premises**” consists of the following property located in Perry City, Utah:

(i) Approximately 1,300 Square Feet (see Exhibit A) located within the central area of the main floor of The Lodge Building (“**The Lodge**”) which is located on Box Elder Parcel 03-157-0160, but excluding all other portions of The Lodge. The lease area includes access to the public restrooms and lobby.

(ii) All other improvements now or hereafter (collectively, the “**Improvements**”) associated with the Premises; and

(iii) Any and all privileges, easements, and appurtenances belonging to access and parking for the Premises, including up to a maximum of fifteen parking stalls.

ARTICLE II. TERM COMMENCEMENT

2.1 Lease Term. This Lease shall commence on March 1, 2024, the Commencement Date, and shall end (unless sooner terminated pursuant to the terms, covenants and conditions of this Lease or pursuant to law) on August 31, 2025, (the “Termination Date”). The initial term of this Lease is eighteen (18) months, after which this Lease shall automatically renew on an annual basis, effective on September 1st each year of renewal, until terminated by either party giving six (6) months’ notice to the other party.

2.2 Lease Year. The term “**Lease Year**” as used in this Lease shall mean a period of twelve (12) consecutive months during the term of this Lease beginning on the Commencement Date.

ARTICLE III. RENT – TRIPLE NET COMMERCIAL LEASE

3.1 Triple Net Lease. This is a triple net Lease Agreement. As minimum monthly rent for the Premises, Tenant shall pay to Landlord, in advance on or before the first day of each calendar month during the term of this Lease, an amount equal to the Minimum Monthly Rent specified in Section 3.2 below (hereinafter “**Minimum Monthly Rent**”). If the Commencement Date is not on the first day of the month, or if this Lease terminates on a day other than the last day of the month, the Minimum Monthly Rent shall be prorated for such fractional month or months, if any, during which this Lease commences or terminates, at the then current rate.

3.2 Minimum Monthly Rent. From the Commencement Date until the expiration of the first Lease Year, the Minimum Monthly Rent shall be equal to the sum of \$2,340 per month. Rent shall be increased annually in the amount of 3.0%, which increase shall be first applied on the first day after the end of the initial term and then annually on the first day of the annual lease renewal (“**Rental Adjustment Date**”).

For the initial lease term Tenant shall pay on or before March 1, 2024 a deposit equal to one month rent, and the first month's rent (\$4,680 Total). Payments due in April, May, and June of the initial lease term shall be amortized over the remaining fourteen (14) months of the term and no rent shall be collected during these months. Rent payments from July 2024 through August 2025 shall be increased to \$2,841.43.

3.3 Additional Rent. Tenant, as additional rent, shall fulfill the following obligations (“**Additional Rent**”): (a) any outstanding obligations under any prior rental agreement with the Landlord, including any outstanding utilities, assessments, and other obligations existing as of the Commencement Date and (b) payment of the amounts indicated in Sections 3.4 and 3.5 hereof.

3.4 Net Rent. It is the intention of the Parties under this triple net Lease that Tenant pay all utilities associated with Tenant, taxes, insurance, assessments and all other expenses in connection with the Premises during the term of this Lease so that Landlord receives the rentals payable under this Lease net of any and all expenses associated with the Premises.

3.5 Tenant's Share of Operating Expenses. Tenant is responsible for the proportionate share of the total operating expenses of the Lodge, which shall be paid to the Landlord with the Minimum Monthly Rent on a monthly basis during the term of this Lease, in addition to Minimum Monthly Rent. Tenant's proportionate share of operating expenses is determined to be \$350 per month. Tenant's proportionate share of operating expenses shall be increased annually on the Rental Adjustment Date in the amount of three percent (3.0%). Property taxes, any other taxes, utilities, and other assessments or costs specified in this Lease are in addition to the operating expenses in this Section.

ARTICLE IV. LATE CHARGES

If Tenant fails to pay any rent when such rent is due and payable in accordance with Article III of this Lease or if Tenant fails to pay any additional amounts or charges of any character which are payable under this Lease, Landlord, at Landlord's election, may assess and collect a late fee charge equal to five percent (5%) of each payment amount not received within ten (10) days from the date such payment is due.

ARTICLE V. QUIET ENJOYMENT

Tenant acknowledges that this Lease and Landlord's title to the Premises are subject to all matters of record (hereinafter the “**Permitted Exceptions**”). Landlord hereby covenants to Tenant that, subject to the Permitted Exceptions and to Tenant's compliance with the terms and provisions of this Lease, Tenant shall peaceably and quietly hold and enjoy the full possession and use of the Premises during the term of this Lease.

ARTICLE VI. ASSESSMENTS AND OTHER CHARGES

Landlord shall pay all real estate taxes, assessments (general and special), and other charges which may be levied, assessed or charged against the Premises, accruing or becoming due and payable during the term of this Lease and any extension thereof. Tenant shall pay its prorated share of the same to Landlord (30% of total commercial lease area within the Lodge). Tenant shall also pay any municipal, county, federal, or state taxes against any leasehold interest or personal property of any kind owned or placed in or about the Premises. In the event Tenant makes any alterations to the Premises that cause the real estate taxes to be increased, Tenant shall promptly reimburse Landlord each year for the amount of such increase.

ARTICLE VII. UTILITIES

Tenant shall be solely responsible for, and pay when due, all charges for telephone, internet, or other communication utility, garbage removal, and other utilities or services not supplied to Tenant or to the Premises by Landlord, together with any taxes thereon, during the term of this Lease.

ARTICLE VIII. INSURANCE

8.1 Tenant's Insurance Coverage. Tenant shall, at all times during the term of this Lease, and at Tenant's own cost and expense, procure and continue in force the following insurance coverage:

(a) Comprehensive liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence insuring against bodily injury or property damage arising out of the maintenance, use, or occupancy of the Premises.

(b) Insurance covering the Premises, including Tenant's leasehold improvements (if any) and personal property in or upon the Premises in an amount not less than one hundred percent (100%) of full replacement cost, providing protection against any peril generally included within the classification "Fire and Extended Coverage", together with insurance against sprinkler damage, vandalism and malicious mischief and a standard inflation guard endorsement. Tenant hereby assigns Landlord any and all proceeds payable with respect to such policies except to the extent such proceeds are payable with respect to any property that would remain the property of Tenant upon the termination of this Lease; provided, however, that to the extent required pursuant to the provisions of ARTICLE XIII. such proceeds shall be applied to the repair and restoration of the Premises.

8.2 Insurance Policies. The minimum limits of insurance policies as set forth in Section 8.1 shall in no event limit the liability of Tenant hereunder. The insurance policies shall name Landlord as an additional insured and shall be with companies having a rating of not less than an "A" company rating and a Financial Rating of Class VI in "Best's Insurance Reports." Tenant shall furnish from the insurance companies or cause the insurance companies to furnish to Landlord certificate of coverage. No such policy shall be cancelable or subject to reduction of coverage or other modification or cancellation except after thirty (30) days prior written notice to Landlord by the insurer. All such policies shall be written as primary policies, not contributing with and not in excess of any coverage which Landlord may carry. Tenant shall at least twenty (20) days prior to the expiration of such policies furnish Landlord with renewals or binders. If Tenant does not procure and maintain such insurance, Landlord may, but is not obligated to, procure such insurance on Tenant's behalf and all sums paid by Landlord shall bear interest at the rate of twelve percent (12%) and shall be immediately due and payable. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by Tenant provided such blanket policies expressly afford coverage to the Premises and to Landlord as required by this Lease.

8.3 Waiver of Subrogation. To the extent permitted under the insurance policies obtained by Tenant, Tenant hereby waives any and all right of recovery against Landlord or against the officers, employees, agents and representatives of Landlord, on account of loss or damage occasioned to Tenant or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which Tenant may have in force at the time of such loss or damage.

ARTICLE IX. USE OF PREMISES

9.1 Use. The Premises shall be used for commercial/business office purposes and for no other purpose. The allocated parking stalls shall be used for the temporary parking of automobiles and for no other purpose.

9.2 Suitability. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or with respect to the suitability of the Premises for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises except as provided in this Lease. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises are at the date of possession in satisfactory condition. Landlord shall not be responsible for any latent defects or deficiencies in the construction of the Premises or any fixtures therein.

9.3 Prohibited Uses.

(a) Tenant shall not do or permit anything to be done in or about the Premises, nor bring or keep anything therein which will cause a cancellation of any insurance policy covering the Premises, nor shall Tenant sell or permit to be kept, used or sold in or about the Premises any articles which may be prohibited by a standard form policy of fire insurance unless Tenant provides additional insurance coverage extending protection to cover all risks associated with these articles.

(b) Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted, promulgated or created. Tenant shall, at Tenant's sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the use or occupancy of the Premises, including structural changes that relate to or affect the use or occupancy of the Premises by Tenant.

(c) Tenant shall also comply with any "house rules" adopted by the Landlord and provided in writing to the Tenant to govern basic building operation, hours, and related building policies. Any house rules provided to the Tenant in writing by Landlord are hereby incorporated herein by this reference.

(d) Tenant shall not harbor any cat, dog or other domestic animal, pet or bird on or in the Premises without the express written consent of Landlord, which consent shall be in the sole and absolute discretion of the Landlord.

(e) Neither Tenant nor Tenant's licensees or invitees shall be a nuisance or act in any manner that would interfere with the quiet enjoyment by adjacent property owners or other tenants (or their invitees) of their premises. This prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions.

ARTICLE X. MAINTENANCE AND REPAIRS

During the term of this Lease, Tenant shall, at Tenant's expense, keep the Premises in good order and condition and shall promptly make any and all repairs and replacements to the Premises, including, but not limited to, repairs to the Improvements and any replacements thereof, that are necessary to keep the same in a good state of repair, such damages as are caused by the intentional acts or gross negligence of Landlord excepted. Tenant shall, at all times and at Tenant's expense, keep the Premises in a neat, clean, and sanitary condition and shall comply with all valid federal, state, county, and city laws and ordinances and all rules and regulations of any duly constituted authority, present or future, affecting or respecting the use or occupancy of the Premises by Tenant.

ARTICLE XI. HAZARDOUS SUBSTANCES

11.1 Environmental Compliance. Tenant (a) shall at all times comply with, or cause to be complied with, any "Environmental Law" (hereinafter defined) governing the Premises or the use thereof by Tenant or any of Tenant's employees, agents, contractors, invitees, licensees, customers, or clients, (b) shall not use, store, generate, treat, transport, or dispose of, or permit any of Tenant's employees, agents, contractors, invitees, licensees, customers, or clients to use, store, generate, treat, transport, or dispose of, any "Hazardous Substance" (hereinafter defined) on the Premises without first obtaining Landlord's written approval, (c) shall promptly and completely respond to and cleanup any release or presence of any Hazardous Substance upon the Premises in accordance with applicable laws and regulations and (d) shall pay all costs incurred as a result of the environmental state, condition and quality of the Premises, including, but not limited to, the costs of any Environmental Cleanup Work (hereinafter defined) and the preparation of any closure or other required plans (all of the foregoing obligations of Tenant under this Section 11.1 are hereinafter collectively "Tenant's Environmental Obligations"). Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, actions, damages, penalties, fines, liabilities and expenses, including reasonable attorneys' fees, which are directly or indirectly, in whole or in part, caused by or arise out of Tenant's Environmental Obligations. Tenant shall promptly deliver to Landlord true and complete copies of any and all notices or correspondence or request from any governmental authority or third parties relating to the presence, release, use, storage, treatment, transportation, or disposal of Hazardous Substances, which notices, correspondence, or requests relate, in any way, to the Premises. Tenant shall permit Landlord and Landlord's agents to enter into and upon the Premises, without notice, at all reasonable times for the purpose of inspecting the Premises and verifying Tenant's compliance with these covenants. The provisions of this Article shall survive the expiration or other termination of this Lease.

11.2 Definitions. As used in this Lease (a) “**Hazardous Substance**” shall mean (1) any “hazardous waste”, “hazardous substance”, and any other hazardous, radioactive, reactive, flammable, infectious, solid wastes, toxic or dangerous substances or materials, or related materials, as defined in, regulated by, or which form the basis of liability now or hereafter under any Environmental Law; (2) asbestos, (3) polychlorinated biphenyls (PCBs); (4) petroleum products or materials; (5) underground storage tanks, whether empty or filled or partially filled with any substance; (6) flammable explosives, (7) any substance the presence of which on the Premises is or becomes prohibited by Environmental Law; (8) urea formaldehyde foam insulation; and (9) any substance which under Environmental Law requires special handling or notification in its use, collection, storage, treatment or disposal; (b) “**Environmental Cleanup Work**” shall mean an obligation to perform work, cleanup, removal, repair, remediation, construction, alteration, demolition, renovation or installation in or in connection with the Premises in order to comply with any Environmental Law; and (c) “**Environmental Law**” shall mean any federal, state or local law, regulation, ordinance or order, whether currently existing or hereafter enacted, concerning the environmental state, condition or quality of the Premises or use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials, and including, but not limited to, the following: (1) the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), as amended, and all regulations promulgated thereunder; (2) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq.), as amended, and all regulations promulgated thereunder; (3) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), as amended, and all regulations promulgated thereunder; (4) the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), as amended, and all regulations promulgated thereunder; (5) the Clean Air Act (42 U.S.C. Section 7401, et seq.), as amended, and all regulations promulgated thereunder; (6) the Federal Water Pollution Control Act (33 U.S.C. Section 1251, et seq.), as amended, and all regulations promulgated thereunder; and (7) the Occupational Safety and Health Act (29 U.S.C. Section 651, et seq.), as amended, and all regulations promulgated thereunder.

ARTICLE XII. FIXTURES AND ALTERATIONS

12.1 Alterations. Landlord shall at its sole expense install a wall constructed to the applicable building code, subject to any permitting, to close the ears of the Tenant from the remainder of the building. At the time of construction of the separation wall, the Landlord shall also construct interior office improvements as directed by the Tenant. Such interior office improvements shall be reimbursed by the Tenant to the Landlord. Tenant shall not make any other physical alteration in the Premises (including painting the Premises) or any of the fixtures located therein or install or cause to be installed any trade fixtures, exterior signs, floor coverings, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the front of the buildings of the Premises without first obtaining the written consent of Landlord. Tenant shall present to Landlord plans and specifications for the installation of any improvements or fixtures at the time approval is sought from Landlord. Any physical change and all rearrangements which are made by Tenant with the approval of Landlord shall be made at Tenant’s expense. Such alterations, decorations, additions and improvements shall not be removed from the Premises during the term of this Lease without the prior written consent of Landlord. Upon expiration of this Lease, all such alterations, decorations, additions and improvements shall at once become the property of Landlord.

12.2 Conditions and Limitations. Landlord may impose as a condition to granting any consent required by Section 12.1, such requirements, restrictions and limitations as Landlord may deem necessary in Landlord’s sole discretion, including without limitation, the manner in which the work is done, the contractors by whom it is performed, and the time during which the work is accomplished.

12.3 Contractors and Materialmen. If any fixtures, alterations or improvements are allowed by Landlord, Tenant shall promptly pay all contracts and materialmen, so as to eliminate the possibility of a lien attaching to the Premises, and should any such lien be made or filed by reason of any fault of Tenant, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord. Landlord shall have the right, but not the obligation, to pay and discharge any such lien that attaches to the Premises and Tenant shall reimburse Landlord for any such sums paid together with interest at the rate of twelve percent (12%) per annum within thirty (30) days after written demand by Landlord.

ARTICLE XIII. DAMAGE OR DESTRUCTION

13.1 Tenant to Repair Improvements. Subject to the provisions of Section 13.2, if during the term of this Lease any of the Improvements are damaged or destroyed by fire or other casualty, Tenant shall repair or restore the Improvements. The work of repair or restoration shall be commenced as soon as possible after the damage or loss occurs and shall be completed with due diligence.

13.2 Damage at End of Lease. If at any time the Improvements shall be damaged by fire or other casualty and such damage prevents the use of fifty percent (50.00%) or more of the Improvements, Landlord shall have the option, to be exercised within sixty (60) days of such event, to: (i) require Tenant to repair or restore the Improvements as hereinabove provided; or (ii) terminate this Lease by written notice to Tenant, which termination shall be deemed to be effective as of the date of the casualty. In the event Landlord terminates this Lease pursuant to this Section 13.2, Tenant shall surrender possession of the Premises to Landlord immediately and assign to Landlord (or if the same has already been received by Tenant, pay to Landlord) all of its right, title, and interest in all of the proceeds from Tenant's insurance on the Premises.

ARTICLE XIV. CONDEMNATION

If all or any part of the Premises is taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, Landlord and Tenant shall each have the right within thirty (30) days of receipt of notice of taking, to terminate this Lease as of the date possession is taken by the condemning authority; provided, however, that before Tenant may terminate this Lease by reason of taking or appropriation, such taking or appropriation shall be of such an extent and nature as to substantially handicap, impede or impair Tenant's use of the Premises. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the award or any portion thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and fixtures belonging to Tenant, for the interruption of or damage to Tenant's business and for Tenant's unamortized cost of leasehold improvements. In the event of a partial taking which does not result in a termination of this Lease, rent shall be abated in the proportion which the part of the Premises so made unusable bears to the rented area of the Premises immediately prior to the taking. No temporary taking of the Premises or Tenant's right therein or under this Lease shall terminate this Lease or give Tenant any right to any abatement of rent thereunder; and any award made to Tenant by reason of any such temporary taking shall belong entirely to Tenant, and Landlord shall not be entitled to any portion thereof.

ARTICLE XV. ASSIGNMENT AND SUBLETTING

15.1 Landlord's Consent Required. Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, either voluntarily or involuntarily by operation of law or otherwise, and Tenant shall not sublet the Premises or any part thereof, without the prior written consent of Landlord and any attempt to do so without such consent being first had and obtained shall be void and shall constitute a breach of this Lease.

15.2 No Release of Tenant. No consent by Landlord to any assignment or subletting by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent, assignment or subletting. The consent by Landlord to any assignment or subletting shall not relieve Tenant from the obligation to obtain Landlord's express written consent to any other assignment or subletting. The acceptance of rent by Landlord from any other person or legal entity shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

15.3 Increased Expenses. Tenant shall pay Landlord the amounts of any increase in costs or expenses incident to the occupancy of the Premises by such assignee or subtenant, including but not limited to, reasonable attorney's fees incurred in connection with giving such consent.

ARTICLE XVI. SUBORDINATION, ATTORNMENT AND ESTOPPEL
CERTIFICATES

16.1 Subordination. This Lease at Landlord's option shall be subject and subordinate to the lien of any mortgages or deeds of trust in any amount or amounts whatsoever now or hereafter placed on or against the Premises or on or against Landlord's interest or estate therein, without the necessity of the execution and delivery of any further instruments on the part of Tenant to effectuate such subordination, provided that any such mortgagee or beneficiary agrees not to disturb the possession of Tenant if Tenant is not then in default beyond all applicable cure periods.

16.2 Subordination Agreements. Tenant shall execute and deliver upon demand without charge therefore, such further instruments evidencing such subordination of this Lease to the lien of any such mortgages or deeds of trust as may be required by Landlord.

16.3 Attornment. In the event of any foreclosure or the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Premises or the Improvements, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease, provided said purchaser expressly agrees in writing to be bound by the terms of this Lease.

16.4 Estoppel Certificates. Tenant shall, from time to time and within ten (10) days from receipt of prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which the rent and other charges are paid in advance, if any, (b) certifying that the Lease and any modifications of this Lease constitute the entire agreement between Landlord and Tenant with respect to the Premises and, except as set forth in this Lease and any modification of this Lease, Tenant does not claim any right, title, or interest in or to the Premises or any part thereof, (c) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any are claimed, and (d) certifying such other matters with respect to the Lease and/or the Premises as Landlord may reasonably request.

16.5 Failure to Deliver Certificate. If Tenant fails to deliver such statement within the time period referred to in Section 16.4 above, it shall be deemed conclusive upon Tenant that (a) this Lease is unmodified and in full force and effect, (b) this Lease constitutes the entire agreement between Landlord and Tenant with respect to the Premises and, except as set forth in this Lease, Tenant does not claim any right, title, or interest in or to the Premises, or any part thereof, (c) there are no uncured defaults in Landlord's performance of Landlord's obligations under this Lease, and (d) not more than one month's Minimum Monthly Rent has been paid in advance.

16.6 Transfer of Landlord's Interest. In the event of a sale or conveyance by Landlord of Landlord's interest in the Premises other than a transfer for security purposes only, Landlord shall be relieved from and after the date specified in any such notice of transfer of all obligations and liabilities to Tenant which accrue after such sale or conveyance on the part of Landlord, provided that any funds in the possession of Landlord at the time of transfer in which Tenant has an interest shall be delivered to the successor Landlord. This Lease shall not be affected by any such sale or transfer and Tenant shall attorn to the purchaser or other transferee.

ARTICLE XVII. DEFAULT AND REMEDIES

17.1 Tenant Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

- (a) Any failure by Tenant to pay the Minimum Monthly Rent, Additional Rent or any other monetary sums required to be paid under this Lease, where such failure continues for ten (10) days after written notice thereof by Landlord to Tenant;
- (b) The abandonment or vacation of the Premises by Tenant;

(c) A failure by Tenant to observe and perform any other term, covenant or condition of this Lease to be observed or performed, by Tenant, where such failure continues for twenty (20) days after written notice thereof by Landlord to Tenant;

(d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy; the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease; or the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease.

17.2 Nonexclusive Remedies Upon Tenant Default. In the event of any such material default or breach by Tenant, Landlord shall have, in addition to any other remedies provided in this Lease, the following nonexclusive remedies:

(a) At Landlord's option and without waiving any default by Tenant, Landlord shall have the right to continue this Lease in full force and effect and to collect all Minimum Monthly Rent, Additional Rent and any other amounts to be paid by Tenant under this Lease as and when due. During any period that Tenant is in default, Landlord shall have the right, pursuant to legal proceedings or pursuant to any notice provided for by law, to enter and take possession of the Premises, without terminating this Lease, for the purpose of reletting the Premises or any part thereof and making any alterations and repairs that may be necessary or desirable in connection with such reletting. Any such reletting or relettings may be for such term or terms (including periods that exceed the balance of the term of this Lease), and upon such other terms, covenants and conditions as Landlord may in Landlord's sole discretion deem advisable. Upon each and any such reletting, the rent or rents received by Landlord from such reletting shall be applied as follows: (1) to the payment of any indebtedness (other than rent) due hereunder from Tenant to Landlord; (2) to the payment of costs and expenses of such reletting, including brokerage fees, attorney's fees, court costs, and costs of any alterations or repairs; (3) to the payment of any Minimum Monthly Rent, Additional Rent and any other amounts due and unpaid hereunder; and (4) the residue, if any, shall be held by Landlord and applied in payment of future Minimum Monthly Rent, Additional Rent and any other amounts as they become due and payable hereunder. If the rent or rents received during any month and applied as provided above shall be insufficient to cover all such amounts including the Minimum Monthly Rent, Additional Rent and any other amounts to be paid by Tenant pursuant to this Lease for such month, Tenant shall pay to Landlord any deficiency; such deficiencies shall be calculated and paid monthly. No entry or taking possession of the Premises by Landlord shall be construed as an election by Landlord to terminate this Lease, unless Landlord gives written notice of such election to Tenant or unless such termination shall be decreed by a court of competent jurisdiction. Notwithstanding any reletting by Landlord without termination, Landlord may at any time thereafter terminate this Lease for such previous default by giving written notice thereof to Tenant.

(b) Terminate Tenant's right to possession by notice to Tenant, in which case this Lease shall terminate, and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including without limitation the following: (1) all unpaid rent which has been earned at the time of such termination; plus (2) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus (3) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease, or in addition to or in lieu of the foregoing such damages permitted under applicable State law. Upon any such surrendering of the Premises by Tenant to Landlord, Landlord shall have the right to make any reasonable repairs, alterations or modifications to the Premises, which Landlord in Landlord's sole discretion deems reasonable and necessary.

17.3 Commercial Lease. The parties stipulate that this Lease is a commercial lease and that all of the laws of the State of Utah pertaining to commercial leases (including unlawful detainer) shall apply to this Lease.

ARTICLE XVIII. ENTRY BY LANDLORD

Landlord and Landlord's designated representatives and agents shall, during the term of this Lease, have the right to enter the Premises to inspect the same at reasonable times and upon reasonable notice to Tenant.

ARTICLE XIX. DAMAGE CAUSED BY TENANT

Tenant shall be liable for and pay all costs or expenses for damage done by itself, and its guests, invitees, agents, contractors, designees, or employees to either the Premises, any grounds or any equipment maintained by Landlord, and Tenant shall be further liable for damage or injury to any of Landlord's property, including grass, shrubbery, buildings, sidewalks and all other appurtenances. Tenant shall pay for said damage or injury upon presentation of a bill for the reasonable cost thereof. Further, Tenant shall be responsible for any expense for damage, cleaning, repairing or replacing all or any part of the carpeting, walls, counters, draperies, doors, ceilings, or any other part of the Premises, as a result of damage thereto beyond normal wear and tear of the Premises. Tenant's obligations under this Article XIX shall survive the expiration or other termination of this Lease.

ARTICLE XX. INDEMNITY

Tenant shall indemnify and hold Landlord harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Premises or any part thereof during the term of this Lease. Tenant shall further indemnify and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or any of Tenant's agents, contractors, employees, licensees or invitees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant shall not, however, be liable for damage or injury occasioned by the gross negligence or intentional acts of Landlord and Landlord's designated agents or employees. Tenant's obligations under this Article XX shall survive the expiration or other termination of this Lease.

ARTICLE XXI. SURRENDER

21.1 Surrender. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the Premises, including the Improvements and all other property affixed to the Premises, excluding Tenant's fixtures, in good order and condition, ordinary wear and tear excepted. Tenant shall, prior to the expiration or other termination of this Lease remove all personal property belonging to Tenant and failing to do so, Landlord may cause all of said personal property to be removed at the cost and expense of Tenant. Tenant's obligation to observe and perform this covenant shall survive the expiration or other termination of this Lease. In the alternative, Landlord may, at Landlord's option, treat any and all items not removed by Tenant on or before the date of expiration or of the termination of this Lease as having been relinquished by Tenant and such items shall become the property of Landlord with the same force and effect as if Tenant had never owned or otherwise had any interest in such items.

21.2 Hazardous Substances. No spill, deposit, emission, leakage or other release of Hazardous Substance in the soils, ground waters or waters shall be deemed to result in either (a) wear and tear that would be normal for the term of the Lease; or (b) a casualty to the Premises. Tenant shall be responsible to promptly and completely cleanup any such release as shall occur on the Premises during the term of the Lease and shall surrender the Premises free of any contamination or other damage caused by such occurrence during the term of the Lease. Tenant's obligation to clean up the Premises pursuant to the provisions of this Article XXI shall survive the expiration or other termination of this Lease.

ARTICLE XXII. MISCELLANEOUS

22.1 Captions, Attachments and Defined Terms. The captions of the Articles and Sections of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any Section of this Lease. The words "Landlord" and "Tenant", as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Landlord or Tenant, the obligations hereunder imposed upon Landlord or Tenant shall be joint and several.

22.2 Entire Agreement. This instrument, and attachments referenced herein, constitutes the entire agreement between Landlord and Tenant relative to the Premises and this Lease may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant. Except for the existing lease between Landlord and Tenant that expires on January 3, 2024, all prior or contemporaneous oral and written agreements between and among Landlord and Tenant and their agents or representatives relative to the leasing of the Premises are revoked by this Lease.

22.3 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

22.4 Costs of Suit. If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of rent or possession of the Premises, the losing party shall pay the successful party a reasonable sum for attorney's fees whether or not such action is prosecuted to judgment. Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted against Tenant, or by or against any person holding under or using the Premises by license of Tenant, or for the foreclosure of any lien for labor or material furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or of any such other person, Tenant shall save and hold Landlord harmless from any judgment rendered against Landlord or Tenant, the Premises or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by Landlord in or in connection with such litigation.

22.5 Time and Remedies. Time is of the essence of this Lease and every provision hereof. All rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

22.6 Binding Effect, Successors and Choice of Law. All time provisions of this Lease are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate Section of this Lease. Subject to any provisions restricting assignment or subletting by Tenant in Article XV, all of the terms hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease is governed by the laws of the State of Utah.

22.7 Waiver. No term, covenant or condition of this Lease shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any term, covenant or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other term, covenant or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any term, covenant or condition unless otherwise expressly agreed to by Landlord in writing.

22.8 Holding Over. If Tenant remains in possession of all or any part of the Premises after the expiration of the term of this Lease, with or without the express or implied consent of Landlord, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, rent and other sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other term, covenant and condition contained in this Lease.

22.9 Recording. No copy or memorandum of this Lease shall be recorded on behalf of Tenant without the prior written consent of Landlord, which consent may be withheld in its sole and absolute discretion.

22.10 Notice. Any notice required to be given under this Lease shall be given in writing and shall be delivered in person or by registered or certified mail, postage prepaid, and addressed to the following:

If to Landlord:
Perry City
Attn: Shanna Johnson
1950 S Hwy 89
Perry City, UT 84302

Email: shanna.johnson@perrycity.org

If to Tenant:
Quality Care Chiropractic, PLLC
Attn: Bryan Dana
97 S. Main St #117
Brigham City, UT 84302
Email: drdana@chiromiracles.com.

Such notice shall be deemed delivered when personally delivered or upon deposit of the notice in the United States mail in the manner provided above.

22.11 No Partnership. Landlord does not, as a result of entering into this Lease, in any way or for any purpose become a partner of Tenant in the conduct of Tenant's business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:
Perry City

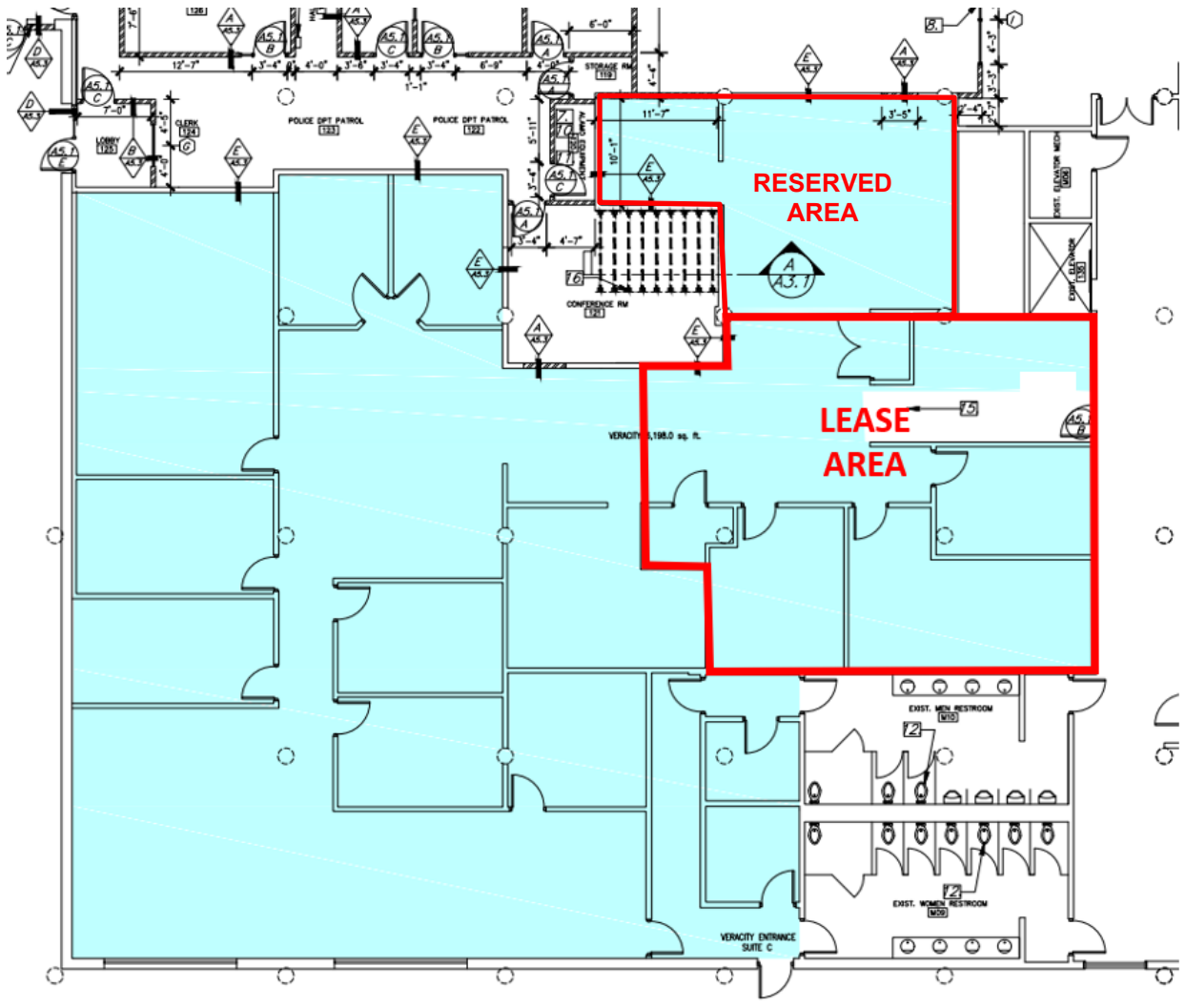
By:
Its:

Attest: _____

TENANT:

By:
Its:

Exhibit A



1 PERRY CITY COUNCIL MEETING
2 PERRY CITY OFFICES
3 January 25, 2024

7:00 PM

4
5 OFFICIALS PRESENT: Mayor Kevin Jeppsen presided and conducted the meeting. Council
6 Member Dave Walker, Council Member Blake Ostler, Council
7 Member Toby Wright, and Council Member Ashley Young

8
9 OFFICIALS ABSENT: Council Member Nathan Tueller

10
11 CITY STAFF PRESENT: Bob Barnhill, City Administrator
12 Shanna Johnson, City Recorder
13 Scott Hancy, Chief of Police
14 Conner Curtis, Patrol Officer
15 Zach Allen, Public Works Director
16

17 OTHERS PRESENT: Blake Broadhead, Walline Broadhead, and Christy Peterson

18
19 ON-LINE: Melanie Barnhill, Nelson Phillips (BENJ)
20

21 **ITEM 1: CALL TO ORDER**

22 Mayor Jeppsen welcomed everyone and called the City Council meeting to order.
23

24 **ITEM 2: PROCEDURAL ISSUES**

25 **A. Conflict of Interest Declaration**

26 None.
27

28 **B. Appointments**

29 • **Flood Control Board**

30 Mayor Jeppsen recommended three officers for appointment to the Flood Control Board to the
31 council members. He asked them to reinstate and appoint to the Flood Control Board Bryce
32 Thurgood, Chairperson, along with Kevin Pebley, and Paul Nelson.
33

34 **MOTION:** Council Member Wright motioned to approve Bryce Thurgood, Kevin Pebley, and
35 Paul Nelson to another four-year term on the Flood (Control) Board. Council Member
36 Walker seconded the motion.
37

38 **ROLL CALL:** Council Member Young, Yes
39 Council Member Walker, Yes
40 Council Member Ostler, Yes
41 Council Member Wright, Yes
42 Council Member Tueller, Absent
43

44 **Motion Approved. 4 Yes, 0 No**
45

46 • **Planning Commission**

47 Mayor Jeppsen tabled the appointment for the Planning Commission.

48
49 **ITEM 3: PRESENTATION**

50 **A. State of the City**

51 Mayor Jeppsen opened the State of the City by saying that it is excellent (in an excellent position).
52 He said he was exceedingly pleased with the performance of the staff and workforce. The
53 presentation included eight of the city's 2023 priorities within infrastructure, operations, and the
54 community. In the PowerPoint presentation he briefly mentioned a few projects and
55 accomplishments. He ended with highlights of the 2024 goals, needs, and focuses for the city. (See
56 State of the City January 25, 2024, Slides).

57
58 Chief Hancey gave the presentation for the Perry City Police Department. He explained how they
59 have made changes to comply with the State mandated training and also implemented short form
60 reporting to allow the officers more time to patrol the city. He said they received another gold
61 status award from Lexipol for policy management. He noted that their Facebook page stated they
62 have reached 43k people this year. He gave a 2023 at a glance report and presented police statistics
63 for the prior year. (See Perry City Police Department 2023 final slides)

64
65 **ITEM 4: ACTION ITEMS (Roll Call Vote)**

66 **A. Ordinance 23-L Site Design and Approval Requirements**

67 Mr. Barnhill noted that this and the following ordinance had gone through the Planning
68 Commission along with having a public hearing. He explained that for this ordinance there was an
69 effort to streamline the site plan application process and make some improvements. He went
70 through the proposed updated ordinance and explained some of the changes and why they were
71 changed. He pointed out the areas where certain minimal responsibilities were given to the
72 administration staff to handle instead of the City Council. He noted some updates were made to
73 align with state requirements. He reminded them that this site plan ordinance was for commercial
74 and multi-family developments and not single-family homes.

75
76 After reviewing the ordinance revision, Council Member Ostler recounted an issue a few years ago
77 with the name of a road that was brought before the City Council. He suggested adding language to
78 the ordinance for both the city engineer and City Council to be involved when authorizing
79 (special/custom) street names.

80
81 Mr. Barnhill mentioned that some of the design review sections (Section 5 through Section 10) were
82 moved into one chapter to make it easier to find in the code. Council Member Walker said for
83 clarification they include the word "cumulative" in section 15.18.010 and Mr. Barnhill agreed. Mr.
84 Barnhill pointed out that there was a new section explaining the objectives of the application and
85 the expectations of a complete application. Council Member Walker asked for additional
86 information about number 11 in Section 14 (regarding exterior building materials) and Mr. Barnhill
87 responded that it helps us to follow through on the regulations. Mr. Barnhill showed where it states
88 that the approved Site Plan application will expire and how provided hourly service fees might be
89 charged to the applicant. He said any grievance by the applicant can be sent to the Hearing
90 Officer, who was an on-call attorney not employed by Perry City. He talked about the section with

91 the critical improvements and infrastructure requirements along with the design and landscaping
92 standards.

93

94 Ms. Johnson suggested that they add (to Section 3(2)(b)(i)(1)) in addition to what was written the
95 required posting notice to be posted in compliance with Utah Code 63G-30-102. Mr. Barnhill said
96 the public notice requirement in this section of the ordinance was only for a Perry City public
97 hearing and was not required by state law.

98

99 Council Member Ostler requested to add to the ordinance the language that if the applicant
100 requests a street name outside the city grid system, then the City Council along with the city
101 engineer will be involved in the decision process. He suggested rectifying Council Member Walker's
102 clarification comment that they add language such as "not to exceed a cumulative amount of 50% in
103 a three-year consecutive period". He said he would like the fiber optic utility installation (UTOPIA)
104 added to the improvements and infrastructure requirements. Mr. Barnhill explained that the fiber
105 optic was not a developer cost but a developer coordination. He explained that fiber optic providers
106 (like UTOPIA) will coordinate with the developers to go in and install these lines in the new
107 subdivisions.

108

109 Council Member Ostler suggested the exception language under the Architectural Standards be
110 written to give more guidance and direction. Council Member Walker said he feels the same way
111 about making the exception language clearer and asked what the intent of granting the exception
112 was. He suggested they add "variety, aesthetic, and quality" in parentheses to this part of the
113 ordinance.

114

115 Mr. Allen commented that UTOPIA has asked to be part of the pre-subdivision planning meetings.

116

117 **MOTION:** Council Member Ostler made a motion that Ordinance 23-L Site Design and
118 Approval Requirements be approved with the following notes, changes, revisions, etc.

- 119 1. If a street gets a name and it is outside of the grid system that it requires City
120 Council approval.
- 121 2. There be language to the effect on expansion of a site plan, with the respect to the
122 30% language, that there be some cumulative language associated with that to
123 prevent abuse of that provision.
- 124 3. That on required infrastructure and improvements UTOPIA be added as one of the
125 infrastructures to be required along with culinary water as listed in the ordinance.
- 126 4. In the section referring to exceptions language for architectural standards that the
127 parenthetical statement mentioned by Council Member Walker with the respect to
128 the intent around variety, quality, etc. be inserted in that part.

129 Council Member Walker seconded the motion.

130

131 **ROLL CALL:** Council Member Young, Yes
132 Council Member Walker, Yes
133 Council Member Ostler, Yes
134 Council Member Wright, Yes
135 Council Member Tueller, Absent

136

137 **Motion Approved. 4 Yes, 0 No**

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B. Ordinance 24-A Amending Conservation Subdivision

Mr. Barnhill mentioned that they have had a few applicants go through the conservation subdivision process and because of this they have learned what they need to improve upon. He explained that the main focus of the changes was to better describe the acceptable conservation and open space land uses. Council Member Walker commented that the statements in this ordinance are a repeat or reflection of the design standards we have elsewhere. Mr. Barnhill agreed but said with less requirements for trees in the neighborhood open space and playground areas.

Council Member Ostler asked if there was anything mentioned in the neighborhood open space that would allow for a water feature or something like that. Mr. Barnhill pointed out that it states “similar low-impact passive recreational uses” that would be accepted to include water features. Council Member Wright was concerned that the equestrian and agricultural facilities mentioned in the ordinance might need better clarification. He said that perhaps they might want to limit the size and include that the facility needs to be a permit building supporting the orchard (open space). He said the size for it should allow for two vehicles with a small storage area.

Mr. Barnhill went through the remainder of the ordinance and noted that most of the changes were to double down on the clarity of it. He ended by explaining the ownership of the conservation lands section. Council Member Walker and Council Member Ostler both questioned the necessity for adding the ownership of Constrained and Sensitive Lands. Mr. Barnhill said this provision states that the city gets to decide and gave examples of why the city might want to be attached to and manage these lands. He suggested they give themselves the option to decide. Council Member Ostler thanked Mr. Barnhill for the hard work he did on both ordinance amendments.

MOTION: Council Member Walker made a motion to approve Ordinance 24-A (Amending Conservation Subdivision) with the modifications that we indicate that the facility that support active orchards be modified to refer to permanent facility up to a “x” square foot size. Where “x” is large enough to house two vehicles plus some storage. And that we indicate that water features are desired and included in the improved uses. Mr. Barnhill commented that the “some storage” could mean many different sizes. Council Member Walker modified his motion to say just two vehicles and a maximum of 500 square feet. Council Member Ostler seconded the motion.

ROLL CALL: Council Member Young, Yes
Council Member Walker, Yes
Council Member Ostler, Yes
Council Member Wright, Yes
Council Member Tueller, Absent

Motion Approved. 4 Yes, 0 No

ITEM 5: MINUTES & COUNCIL/MAYOR REPORTS (INCLUDING COUNCIL ASSIGNMENTS)

A. Approval of Consent Items

- January 11, 2024, City Council Meeting Minutes

184 Council Member Wright asked for a correction with line 80 to state “Walker” instead of “Wright”
185 since he was not at the meeting.

186

187 **MOTION:** Council Member Wright made a motion to approve the consent items with the
188 change. Council Member Walker seconded the motion.

189

190 **Motion Approved. All Council Members were in favor.**

191

192 **B. Mayor’s Reports**

193 Mayor Jeppsen reported that in the Mayor Association meeting they discussed local animal control.
194 He said the county was out of control with stray animals. He said there are only two approved
195 animal control facilities in Box Elder County, and they are being overrun with stray animals. He
196 noted the county wants the cities to put their resources into upsizing these two facilities. He said
197 those two facilities will most likely be raising their contract price. He informed them that Perry City
198 currently has a contract with the Brigham City facility. He included that these facilities are looking
199 for grant opportunities and other ways to help pay for their expansions and mentioned the cost
200 would be around \$2 million dollars.

201

202 **C. Council Reports**

203 Council Member Walker reported on the Mountain View Bike Park meetings and that they will
204 present their bike park plans (map) soon.

205

206 **D. Staff Comments**

207 Mr. Allen thanked the Public Works crew for their long hours of work clearing snow while still
208 completing their weekly tasks. He said he also appreciated the public relations work the office staff,
209 council members, Police Department, and mayor have done on their behalf during that busy week.
210 He gave kudos to Mr. Barnhill for shoveling the pathways around the lodge for them. Mayor Jeppsen
211 said he spoke with office staff on how they might better communicate snow removal plans with the
212 public during these heavy storms.

213

214 **E. Planning Commission Report**

215 Commissioner Broadhead reported that the only things the Planning Commission has had were the
216 two ordinances that were passed tonight. He mentioned that the Olsen Orchard subdivision was
217 granted an extension and the Young Ford lot, next to Walmart, will move forward with their
218 building plans.

219

220 **ITEM 6: EXECUTIVE SESSION**

221 None.

222

223 **ITEM 7: ADJOURNMENT**

224 **MOTION:** Council Member Wright made a motion to adjourn the meeting.

225

226 **Motion Approved. All Council Members were in favor.**

227

228 The meeting adjourned at 8:50 p.m.

229

230

231 Shanna Johnson, City Recorder

232

233

234

235 Anita Nicholas, Deputy Recorder

Kevin Jepps, Mayor

DRAFT