Thursday, March 28, 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. 7:00 PM – Regular City Council Meeting

1. **Call to Order**

2. **Procedural Issues**
   - **A.** Conflicts of Interest Declaration(s), If Any

3. **Presentations**
   - **A.** Recognition of Gage Jorgensen – Royal Rangers Gold Medal Achievement Recipient
   - **B.** Recognition of Tyra Bischoff – Certified Municipal Clerk Designation
   - **C.** Utopia
   - **D.** Box Elder County Water Master Plan presented by Scott Lyons
   - **E.** Mountain View Bike Park

4. **Action Items (Roll Call Vote)**
   - **A.** Resolution 2024-05 StreetScan/StreetLogix Contract
   - **B.** Resolution 2024-06 Lawn Mowing Service Contract
   - **C.** Resolution 2024-07 Adopting the 2024 Municipal Wastewater Planning Program Survey

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
     - February 22, 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 22nd day of March, 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

1950 South Highway 89 • Perry, Utah 84302 • 435-723-6461

March 28, 2023

Gage Jorgensen
Royal Rangers - Gold Medal Achievement Recipient

Mr. Jorgensen:

The Perry City Mayor & Council would like to congratulate you on earning the Gold Medal of Achievement in Royal Rangers. Your many years of continuous effort working towards this goal is impressive and you should be very proud of your accomplishment.

Your efforts with your capstone project, food drive collections for local food banks and other volunteer projects are outstanding. Perry City is proud to have you as a community member.

We encourage you to continue to be involved in your community going forward and wish you success in your future.

Congratulations,

Kevin Jeppsen
Perry City Mayor

Council Members:

Nathan Tueller Toby Wright Blake Ostler David Walker Ashley Young

Gold Medal of Achievement

The Gold Medal of Achievement (GMA) is the highest award available to boys in the Royal Rangers program. This prestigious award can only be achieved after many years of continuous effort in Royal Rangers.

GMA Requirements:

The following requirements must be met in order to qualify for the Gold Medal of Achievement. All requirements must be met before reaching 18 years of age:

1. Earn the highest award in any TWO of the following age groups:
    - Discovery Rangers - Gold Eagle Award (~/link.aspx?_id=A60202DE01B240048B8B1E78D0A4E0AC&_z=z)
    - Adventure Rangers - Adventure Gold Award (~/link.aspx?_id=D7CE62469DAD4388B4B40068EFF982C1&_z=z)
    - Expedition Rangers - E3 Award (~/link.aspx?_id=B4F391561EF844C49B718EFC6097B42B&_z=z)
2. Read the entire Bible, or listen to it as an audio book.
3. Be at least 12 years old, and not yet reached 18 years of age.
4. Be an active member of a Royal Rangers outpost for at least (3) years.
5. Complete the GMA Capstone Project (~/link.aspx?_id=F6E1DF4CDFDA4D09A81923AFA0C2A78A&_z=z).

Once all requirements have been met, a GMA Application must be submitted to the national Royal Rangers office. Note that this award, as with all other boys advancement awards, must be completed before your 18th birthday. See "Advancement Restrictions (~/link.aspx?_id=58C63DA617524A96834184D6201F987C&_z=z)" for details.

Special Honors with the GMA

Individuals who have met the requirements for the GMA and continue their advancement progress in the program may qualify for additional recognition in the form of the *GMA with Merit* and the *GMA with Honors*.

Requirements for the GMA with MERIT:

1. Meet all requirements for the GMA as stated above.
2. Earn the highest award in any THREE age groups:
    - Ranger Kids - Gold Trail Award (~/link.aspx?_id=291E3B6ABEDB4B22BBB53B45DABB9F80&_z=z)
    - Discovery Rangers - Gold Eagle Award (~/link.aspx?_id=A60202DE01B240048B8B1E78D0A4E0AC&_z=z)
    - Adventure Rangers - Adventure Gold Award (~/link.aspx?_id=D7CE62469DAD4388B4B40068EFF982C1&_z=z)
    - Expedition Rangers - E3 Award (~/link.aspx?_id=B4F391561EF844C49B718EFC6097B42B&_z=z)

Requirements for the GMA with HONORS:

1. Meet all requirements for the GMA as stated above.
2. Earn the highest award in ALL FOUR age groups:
    - Ranger Kids - Gold Trail Award (~/link.aspx?_id=291E3B6ABEDB4B22BBB53B45DABB9F80&_z=z)
    - Discovery Rangers - Gold Eagle Award (~/link.aspx?_id=A60202DE01B240048B8B1E78D0A4E0AC&_z=z)
    - Adventure Rangers - Adventure Gold Award (~/link.aspx?_id=D7CE62469DAD4388B4B40068EFF982C1&_z=z)
    - Expedition Rangers - E3 Award (~/link.aspx?_id=B4F391561EF844C49B718EFC6097B42B&_z=z)

To apply for the GMA with Merit or Honors distinctions please complete the GMA Distinctions Application.

Insignia

The GMA may be represented on the uniform by a medal, ribbon, or patch. A neck medallion is also available for use when Utility (~/link.aspx?_id=EE14930F52E24C888F02CE243B0F6F2A&_z=z) or Dress (~/link.aspx?_id=CA370AC01AF3451E98C08920538D25A3&_z=z) uniforms are not being worn. A GMA coin is available as a display item but is not worn on the uniform.

The *GMA with Merit* distinction is represented by a gold star worn on the cloth portion of the GMA medal or on the GMA ribbon. The *GMA with Honors* distinction is represented by wearing TWO stars on the GMA medal or ribbon.

Medals insignia for GMA, GMA with Merit, & GMA with Honors

Award insignia may be purchased at the time the GMA Application is submitted.

(https://www.facebook.com/RoyalRangersUSA/)
(https://twitter.com/royalrangersusa)
(https://plus.google.com/+royalrangers/)
(https://www.youtube.com/user/royalrangersUSA)

PERRY CITY
RESOLUTION 2024-05

STREETSCAN USA, INC.

A RESOLUTION OF PERRY CITY, UTAH, AUTHORIZING AN AGREEMENT WITH STREETSCAN USA, INC., FOR STREET IMAGING AND DATA SERVICES.

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

WHEREAS, the City desires the ability to monitor the health of the City's street network utilizing comprehensive and repeatable data, collected via vehicles equipped with imaging systems that allows staff to optimally allocate its repair and maintenance budget;

WHEREAS, the City desires to enter an agreement to utilize StreetScan's advanced mobile sensing vehicles and Streetlogix cloud-based asset management software as an affordable data collection service;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Perry City, Utah, as follows:

Section 1. Authorization.
The City Council hereby authorizes the Mayor to enter into the Agreement with StreetScan USA, Inc., set forth in attached Exhibit "A" attached hereto and incorporated herein by this reference.

Section 2. Effective Date
This Resolution is effective immediately upon passage and approval.

PASSED AND APPROVED by the Perry City Council this __ day of _____, 2024.

_____
Mayor

ATTEST:

_____
City Recorder

Roll Call Vote:	
Tueller	Yea __ Nay ___
Wright	Yea __ Nay ___
Ostler	Yea __ Nay ___
Walker	Yea __ Nay ___
Young	Yea __ Nay ___

AGREEMENT FOR SERVICES
BY AND BETWEEN

STREETSCAN USA INC.
AND

PERRY CITY, UT

THIS AGREEMENT is made this _____ day of _____, 2024, by and between PERRY CITY, UT, with offices at 1950 South Highway 89 hereinafter called the MUNICIPALITY and STREETSCAN USA INC., with offices at 603 Salem Street, Wakefield, MA 01880, hereinafter called STREETSCAN (together the "PARTIES").

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF STREETSCAN

The MUNICIPALITY hereby engages STREETSCAN, and STREETSCAN hereby accepts the engagement to perform certain pavement inspection and management services for the MUNICIPALITY.

ARTICLE 2 - SCOPE OF SERVICES

The Scope of Services will be performed in accordance with STREETSCAN'S proposal to the MUNICIPALITY submitted the 4th day of March 2024 (herein referred to as the "PROJECT") attached hereto as Exhibit C and showing a list of purchased services in the table in section 5.1.

This AGREEMENT represents the full and complete agreement between the PARTIES. Terms and conditions may be changed, or additional terms added only by written amendment to this AGREEMENT signed by both PARTIES.

ARTICLE 3 - RESPONSIBILITIES OF THE MUNICIPALITY

The MUNICIPALITY, without cost to STREETSCAN, shall do the following in a timely manner so as not to delay the services of STREETSCAN:

3.1 Designate in writing a person to act as the MUNICIPALITY's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret, and define the MUNICIPALITY's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.

3.2 The MUNICIPALITY's representative will coordinate with officials and other MUNICIPALITY employees who have knowledge of pertinent conditions and will confer with STREETSCAN regarding both general and special considerations relating to the PROJECT.

3.3 Assist STREETSCAN by placing at STREETSCAN'S disposal all available information pertinent to the PROJECT or requested by STREETSCAN including previous reports and other historical data relative to design or construction of the roadways in the MUNICIPALITY.

3.4 Arrange for access to and make all provisions for STREETSCAN to enter upon public and private lands as required for STREETSCAN to perform its work under this AGREEMENT. If the selected service contains sidewalks the MUNICIPALITY is responsible for clear access. Objects such as debris, trash, trash cans, etc. have to be removed for clear access as it will affect the quality of the service.

3.5 Furnish STREETSCAN all needed topographic, property, boundary and right-of-way maps. Data provided in standard GIS file formats are preferred.

We require a target road GIS layer with segmentation, either from the client or from the State DOT. If neither is available, we can create it from a list of target roads from intersection to intersection or as otherwise directed, charging STREETSCAN's standard engineering billing rates attached hereto as Exhibit A. If MUNICIPALITY requests a different segmentation after the processing has begun, results will be delayed, and STREETSCAN will charge engineering rate for implementing the segmentation change.

STREETSCAN will use MUNICIPALITY's pavement maintenance methods and pricing for the pavement maintenance plan, if it is provided by the end of the data collection. Otherwise we'll use our default pavement maintenance methods and pricing. Subsequent changes are billed at STREETSCAN's standard engineering billing rates.

3.6 Cooperate with and assist STREETSCAN in all additional work that is mutually agreed upon.

3.7 Pay STREETSCAN for work performed in accordance with the terms specified herein.

ARTICLE 4 - TIME OF PROJECT

STREETSCAN will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the MUNICIPALITY. STREETSCAN agrees to provide services described herein in a timely manner. The PARTIES recognize that the services being provided by STREETSCAN are subject to impact by weather, labor, fire, construction, and technological issues that may cause delays during the pavement inspection period. STREETSCAN agrees to use its best efforts to avoid delays.

ARTICLE 5 - PAYMENTS TO STREETSCAN

5.1 Fees. For services performed under this AGREEMENT, the MUNICIPALITY agrees to pay STREETSCAN the total amount set forth in the Sales Order attached hereto as Exhibit B, subject to the revisions directed by paragraph 5.2, based on those services selected by the MUNICIPALITY as set forth in the Sales Order after review of the proposal.

5.2 Reconciliation. The parties hereby acknowledge that the total amount set forth in Exhibit B may be subject to adjustment based on the actual quantities surveyed, which will not be known until STREETSCAN'S field work is complete. MUNICIPALITY agrees to pay for all services set forth in Exhibit B based on the actual quantities surveyed, whether more or less than set forth above or estimated in the proposal.

5.3 Monthly Payment. Fees for this PROJECT shall be billed monthly as they accrue based upon the services performed or other agreed upon milestones. The MUNICIPALITY agrees to make payment to STREETSCAN upon receipt of the monthly invoice.

5.5 Remedies. If the MUNICIPALITY fails to make any payment due STREETSCAN for services and expenses within thirty (30) days after receipt of STREETSCAN's statement therefor, STREETSCAN may, after giving seven (7) days' written notice to the MUNICIPALITY, suspend services under this AGREEMENT. Unless payment is received by STREETSCAN within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, STREETSCAN shall have no liability to the MUNICIPALITY for delay or damage caused the MUNICIPALITY because of such suspension of services.

5.6 Costs of Collection. The MUNICIPALITY agrees to pay all collection related costs that STREETSCAN incurs enforcing the terms of this AGREEMENT, including attorney's fees.

ARTICLE 6 - GENERAL PROVISIONS

6.1 Standard of Care

The services provided by STREETSCAN shall be performed in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by similar professionals performing similar services under the same or similar circumstances and conditions. STREETSCAN makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

6.2 Risk Allocation/Limitation of Liability

6.2.1 STREETSCAN is not responsible for any delay, disruption or liabilities caused by the failure or the inability of any state, federal, local, or other authority to review or take other appropriate action on a timely basis with respect to services performed by STREETSCAN under this AGREEMENT.

6.2.2 STREETSCAN shall be liable only to the extent that its gross negligence is the proximate cause of any injury or damage to the MUNICIPALITY. In the event that STREETSCAN is adjudicated or otherwise found to be jointly negligent, STREETSCAN'S liability shall be limited to the proportion or degree of its actual negligence, and recovery against STREETSCAN shall be limited to STREETSCAN'S percentage share of the joint negligence as applied against the total amount recoverable.

6.3 Dispute Resolution

This Agreement shall be deemed to have been made in Massachusetts and the validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the substantive law of Massachusetts, excluding, however, such laws as pertain to conflicts of law. STREETSCAN and the MUNICIPALITY forever renounce and waive their right to a trial by jury with respect to any demand, claim or counterclaim arising under this Agreement. Except for claims for injunctive relief, STREETSCAN and the MUNICIPALITY agree that all other claims, disputes and controversies between them arising under this Agreement shall be finally resolved by binding arbitration conducted by the American Arbitration Association, or such other person or arbitration service as the parties mutually agreed upon. Either STREETSCAN or the MUNICIPALITY may demand arbitration by providing the other party 10 days' notice that notifying party is filing for arbitration. All arbitration proceedings will take place in Boston, Massachusetts. The arbitrator(s) may grant compensatory damages and costs to the prevailing party (but not punitive or exemplary damages) and that the costs of arbitration shall be borne equally by STREETSCAN and the MUNICIPALITY, except that STREETSCAN and the MUNICIPALITY shall bear their own attorneys' fees. This right to arbitration will not preclude or affect in any manner the rights of STREETSCAN to equitable relief hereunder.

6.4 Governing Law

The AGREEMENT shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

6.5 Comprehensive General Liability Insurance

STREETSCAN shall secure and maintain, for the duration of this PROJECT, the following Comprehensive General Liability Insurance policy or policies at no cost to the MUNICIPALITY.

With respect to the operations STREETSCAN performs STREETSCAN shall carry:

Comprehensive General Liability Insurance providing a combined single limit of One Million Dollars ($1,000,000) for bodily injuries, death, and property damage to others with a Two Million Dollars ($2,000,000) General Aggregate.

6.6 Automobile Liability Insurance

STREETSCAN shall secure and maintain for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by STREETSCAN in connection with this AGREEMENT, in the following amount:

6.6.1 Not less than Five Hundred Thousand Dollars ($500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars ($500,000) for all damages

arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and

6.6.2 Not less than One Million Dollars ($1,000,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

6.7 Workers Compensation Insurance Coverage

6.7.1 STREETSCAN shall maintain statutory Worker's Compensation insurance coverage for all of it employees at the PROJECT as required by the Commonwealth of Massachusetts.

6.7.2 If the MUNICIPALITY is located outside of the Commonwealth of Massachusetts, STREETSCAN agrees to obtain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT, if any, as required by the laws of the state where the work is performed.

6.8 Non-Discrimination In Employment – STREETSCAN

STREETSCAN agrees and certifies that in providing the services described herein, it shall not discriminate against any employee or applicant because of race, color, religion, age, sex, sexual orientation, or national origin. STREETSCAN further agrees to be bound by and abide by any and all applicable governmental regulations pertaining to non-discrimination.

6.9 Precedence

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding STREETSCAN'S services.

6.10 Severability

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect ,and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

6.11 Survival

ARTICLE 6 shall survive the completion of services under this AGREEMENT and the termination of this AGREEMENT for any cause.

6.12 Force Majeure

Neither MUNICIPALITY nor STREETSCAN shall be considered in default in the performance of its obligations hereunder if such obligations were prevented or delayed by any cause beyond the reasonable control of the party which include, but are not limited to acts of God, labor disputes, or civil unrest.

The party affected by force majeure shall inform the other parties in writing regarding the particulars of the event of force majeure, and shall, within fifteen (15) days from the occurrence of such event, provide a report to the other parties explaining the reason for which the obligations cannot be performed in whole or in part and delayed performance is necessary and the proposed remedy.

ARTICLE 7 - TERMINATION

7.1 Subject to the terms set forth in Article 5.5 above, the obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 If the PROJECT is suspended or abandoned in whole or in part for more than three months, STREETSCAN shall be compensated for all services performed prior to receipt of written notice from the MUNICIPALITY of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Paragraph 7.3. If the PROJECT is resumed after being suspended for more than three months, the PARTIES agree that STREETSCAN'S compensation shall be adjusted to the market rates for the services selected by the MUNICIPALITY at the time the PROJECT is resumed.

7.3 In the event of termination by the MUNICIPALITY under Paragraph 7.1 upon the completion of any phase of the PROJECT, progress payments due STREETSCAN for services rendered through such phase constitute payment for such services. In the event of any such termination, STREETSCAN will be paid for all unpaid services and unpaid other direct costs, plus all Termination Expenses. Termination Expenses means additional other direct costs directly attributable to termination, which, if termination is at the MUNICIPALITY'S convenience, shall include an amount computed as 10 percent of total compensation for the PROJECT earned by STREETSCAN to the date of termination.

ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS

8.1 MUNICIPALITY shall retain ownership of all processed work product including, but not limited to, field data, analyses, calculations, notes and other records relating to the project prepared by STREETSCAN.

8.2 Following delivery of final results, MUNICIPALITY will be able to access all results for a period of one year from the date of delivery. MUNICIPALITY will be able to export the data at any time. STREETSCAN agrees to maintain the MUNICIPALITY'S web-based Streetlogix portal for their access and will maintain a backup version of the data onsite and through cloud-based services. MUNICIPALITY'S initial license for this access is active for 1 year and sold with the initial proposal.

8.3 At the conclusion of the one-year period referenced in 8.2, MUNICIPALITY has the option to renew its access subscription on an annual basis. Renewals are good for one (1) year and must be paid in a one-time payment made at the beginning of the renewal term. STREETSCAN reserves the right to withhold access pending receipt of the renewal payment. Renewal pricing is based on the surveyed lane miles and is subject to adjustment for inflation based on the most recent annual Consumer Price Index for All Urban Consumers (CPI-U) in the Perry, UT area. Any and all renewals will be handled by the execution of an additional subscription agreement. The renewal period will not begin until payment is received by STREETSCAN. Renewals may be made as long as the MUNICIPALITY desires access to the data. Non-payment of the renewal notice, once the renewal has begun, will lead to removal of the web-based portal from STREETSCAN'S server and termination of MUNICIPALITY'S access to their data.

ARTICLE 9 – CONFIDENTIALITY

MUNICIPALITY agrees not to disclose any of STREETSCAN'S confidential or proprietary information to any person unless requested in writing from STREETSCAN and approved in writing by STREETSCAN, and agrees to bind its employees, officers, and agents to this same obligation.

ARTICLE 10 – SOLE REMEDY

Notwithstanding anything to the contrary contained herein, MUNICIPALITY and STREETSCAN agree that their sole and exclusive claim, demand, suit, judgment, or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, directors, officers, or employees.

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

ACCEPTED FOR STREETSCAN USA INC.	PERRY CITY, UT
By: DocuSigned by: Jon Erik Dillon 53656F61F0694AF...	By:
Jon Erik Dillon CEO	

EXHIBIT A

TITLE	RATES
Senior Leadership	$300.00
Project Sponsor	$250.00
Project Manager	$250.00
Senior Engineering Manager	$250.00
Data Collection - Team Leader	$150.00
Data Processing - Team Leader	$150.00
GIS Services - Team Leader	$150.00
Quality Control - Team Leader	$150.00
Quality Control Technician	$110.00
Senior Field Technician	$95.00

SALES ORDER | PAVEMENT SERVICES

Sales Order Number	KB-PMT-
Municipality	Perry City, UT
Sales Rep	Angie Stevens
Agreement for Services Date	

StreetScan

PAVEMENT MANAGEMENT

	SERVICES INCLUDED	CENTERLINE MILES	$/mi	TOTAL
Pavement Management Services	ScanCar Data Collection Data Processing Data Delivery	$27	$240	$6,480
Mobilization & Setup Cost		<fixed>		$9,950
TOTAL				**$16,430**
GIS Coordination Fee	0	0	$0	$1,000
TOTAL - A LA CARTE Services				**$1,000**
TOTAL PAVEMENT SERVICES SELECTED				**$17,430**

PAYMENT TERMS

UPON COMPLETION OF	PROGRESS PAYMENT	OF FEES FOR	NET PAYMENT
ScanCar Data Collection	100%	Mobilization & Setup Cost	$9,950
ScanCar Data Collection	50%	Pavement Management Services	$3,240
Data Processing	40%	Pavement Management Services	$2,592
Data Delivery	10%	Pavement Management Services	$648
GIS Coordination Fee	100%	GIS Coordination Fee	$1,000
TOTAL PAVEMENT SERVICES SELECTED			**$17,430**

ACCEPTED FOR:
STREETSCAN USA INC

DocuSigned by:
Jon Erik Dillon
53656F61F0694AF...

Jon-Erik Dillon, CEO

Date: 3/11/2024

ACCEPTED BY:
Perry City, UT

Date:

2020-01-01
2025-12-31

SALES ORDER | STREETLOGIX SERVICES

Sales Order Number	KB-SLX-
Municipality	Perry City, UT
Sales Rep	Angie Stevens
Agreement for Services Date	

STREETLOGIX				
	SERVICES INCLUDED	POPULATION		TOTAL
ASSET MANAGEMENT MODULE	Annual Software License	6,095		$2,500
Implementation Services (One-Time)		<fixed>		$3,000
TOTAL				$5,500
				TOTAL
Data Hosting & Support	Fixed	1	$500	$500
360 Imagery Viewer		0	$0	$400
TOTAL - A LA CARTE Services				$900
TOTAL STREETLOGIX SERVICES SELECTED				$6,400

PAYMENT TERMS

UPON COMPLETION OF	PROGRESS PAYMENT	OF SERVICE	PAYMENT AMOUNT
Execution of License Agreement	50%	ASSET MANAGEMENT MODULE	$1,250
Software Implementation	50%	ASSET MANAGEMENT MODULE	$1,250
Software Implementation	100%	Implementation Services (One-Time)	$3,000
Data Hosting & Support	100%	Data Hosting & Support	$500
360 Imagery Viewer	100%	360 Imagery Viewer	$400
TOTAL STREETLOGIX SERVICES SELECTED			$6,400

ACCEPTED FOR:
STREETSCAN USA INC

DocuSigned by:
Jon Erik Dillon
53656F61F0694AF...

Jon-Erik Dillon, CEO

Date: 3/11/2024

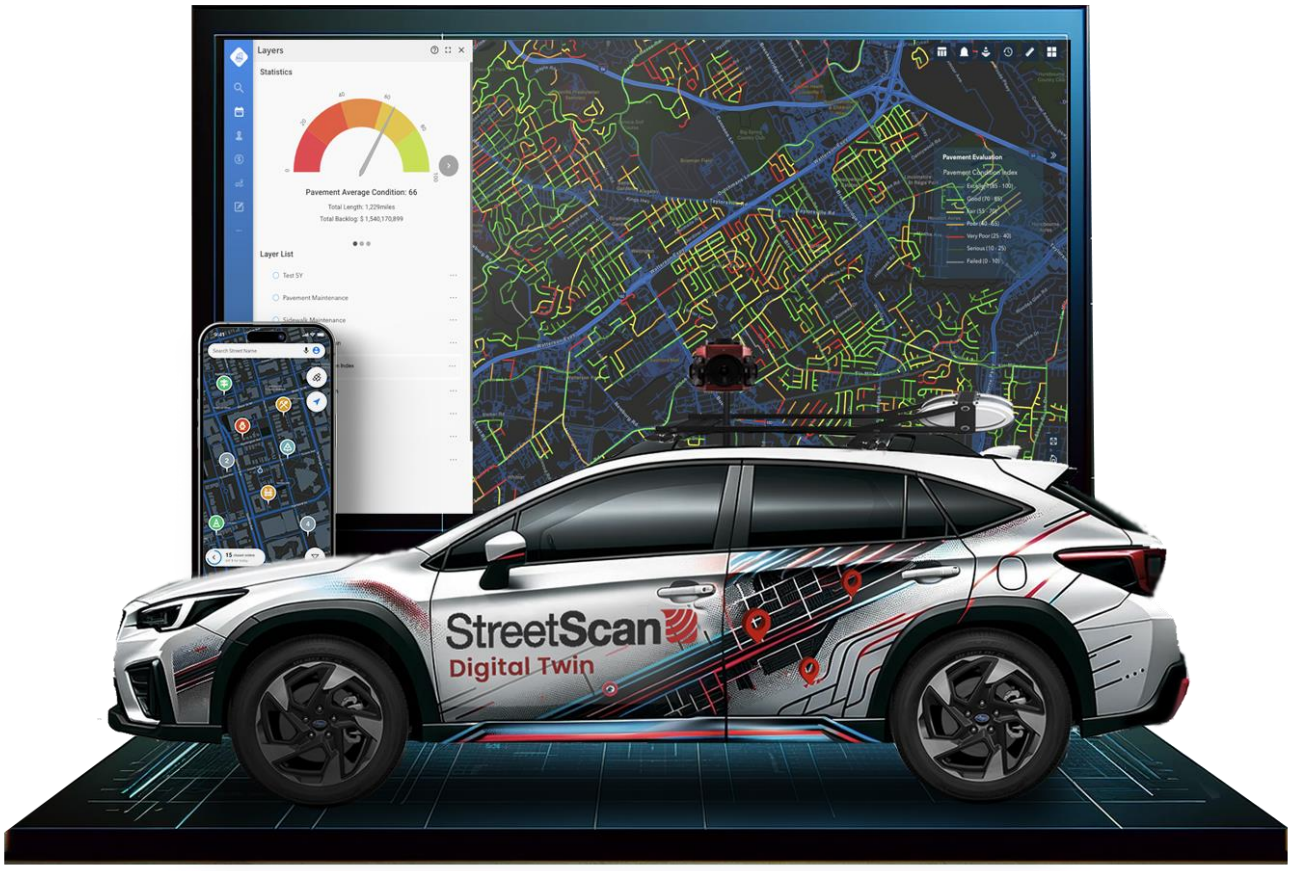
ACCEPTED BY:
Perry City, UT

Date:

Exhibit C

StreetScan

streetlogix



Pavement and Asset Management Proposal

Perry City, UT

March 4, 2024

Proposal for the Perry City, UT

Prepared for:

Zach Allen

Public Works Director

Perry City, UT

1950 South Highway 89

Perry, UT 84302

Prepared by:

StreetScan Inc.

605 Salem Street

Wakefield, MA 01880

617.399.8236

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March 4, 2024

Zach Allen, Public Works Director
1950 South Highway 89
Perry, UT 84302

Thank you for your interest in StreetScan. Municipalities worldwide are faced with aging infrastructure and limited budget resources to repair and maintain them. Having the ability to monitor the health of your street network utilizing comprehensive and repeatable data, collected via vehicles equipped with imaging systems allows your staff to optimally allocate repair and maintenance budgets. This is now made possible in an affordable, objective way utilizing StreetScan's advanced mobile sensing vehicles and Streetlogix cloud-based asset management software.

Our service offering includes:

- Data Collection: automated vehicle survey of paved CL miles.
- Data Processing of Right-of-Way transportation infrastructure condition.
- Data Visualization: pavement monitoring system including StreetScan's Pavement Rating (PCI) and IRI Report.
- Pavement Management Planning: maintenance and budget options, suggestions and scenarios; via our optional cloud-based software Streetlogix.

Also available (see Appendices for more details):

- 360° Imagery Viewer
- Infrastructure Digital Twins
- Optional asset extractions including pavement markings, traffic signs, sidewalks, curbs, trees, etc.

On behalf of the team at StreetScan, we are pleased to submit this proposal for your review. We strive to be as accurate as possible in our initial projections and cost estimates and look forward to meeting with you soon to discuss any questions you may have.

Yours truly,

Angie M. Stevens

Angie Stevens
Channel Sales Manager

1. ABOUT US

At StreetScan/Streetlogix, we come to work each day because we want to solve our clients' biggest problems when it comes to managing their street assets. We have a Smart City Service Offering that provides clients with an intelligent, objective, and affordable way to manage those assets.

Throughout the history of business, people have used data to make more informed decisions. Streetlogix enables exactly this for our municipal clients.

Municipalities no longer must spend months working within complicated excel spreadsheets. Now, they can leverage the power of AI to improve their decision-making abilities with a few clicks of the mouse.

StreetScan made a name for itself when it received an $18 Million dollar U.S. federal grant to develop a new sensing and analytics platform to monitor roads. At the time, this was a 5-year Research project overseen by Northeastern University. Throughout this five-year process, the group worked with numerous Boston area municipalities in perfecting the service offering. In 2015, StreetScan spun out of Northeastern and since then has been offered commercially across the U.S. & Canada.

The StreetScan Smart City Service Offering combines critical transportation infrastructure assessments with the leading industry pavement and asset management platform, saving our clients time and money. Our data collection vehicles, ScanCars and E-scooters, enable municipalities to extract and monitor critical assets such as sidewalks, streets, traffic signage, pavement markings, and other transportation infrastructure assets.

The robust and highly customizable, AI and web-based GIS asset management platform, Streetlogix, has changed the landscape in the industry. Municipalities can now optimize their budget within a user-friendly GIS environment. The system provides objective information on the current state of their infrastructure and makes maintenance and repair recommendations, including prioritization of sidewalk projects. Using unparalleled data visualization and budget optimization tools, our clients have created defensible data-driven Capital Improvement Plans while successfully justifying their budgeting requests. Plus, our Work Order Module has helped municipalities go from inefficient in-house emailing systems and spreadsheets to an easy-to-use platform that allows users to effectively schedule, track, and manage all work orders at the office and in the field.

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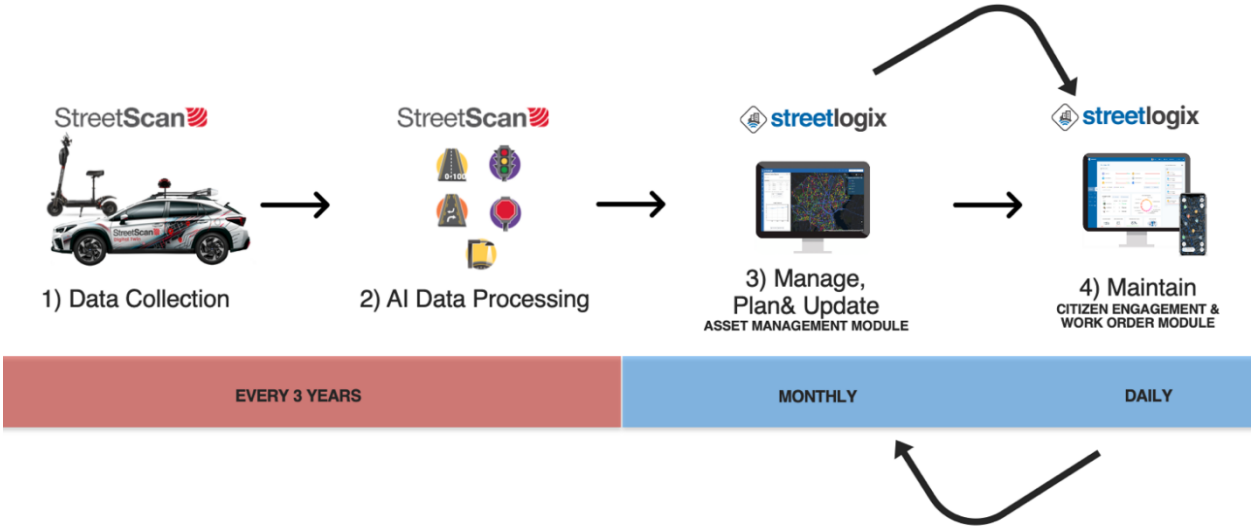


Data Collection/Processing

StreetScan's vehicles equipped with imaging systems detect pavement & sidewalk surface distresses without interrupting traffic flow.

Optimized algorithms evaluate and prioritize repairs of assets, including pavement, sidewalks, traffic signs, and more.

See Annex for more details on Data Collection.

Data Management

Collected data goes into Streetlogix, our unique **cloud-based software,** allowing municipalities to visualize and manage road assets to schedule maintenance within a user-friendly GIS environment.

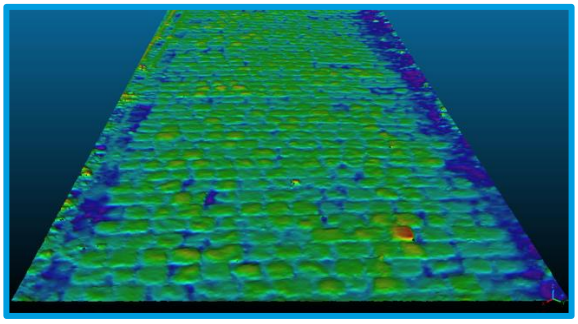
Our Work Order module, with its easy-to-use interface, allows municipalities to schedule, track and manage work orders, both in the office and in the field.

NEW IN 2024! DIGITAL TWIN TECHNOLOGY

StreetScan is set to innovate road inspection practices. Leveraging state-of-the-art lidar technology, StreetScan can now conduct road assessments on a larger scale while simultaneously streamlining costs and minimizing inspection times. Moreover, our user-friendly interface ensures that all team members can utilize it effectively, contributing to increased efficiency and productivity.

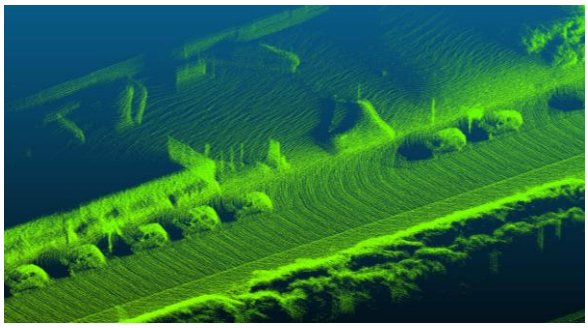
Road Digital Twin

Available Now



City Digital Twin

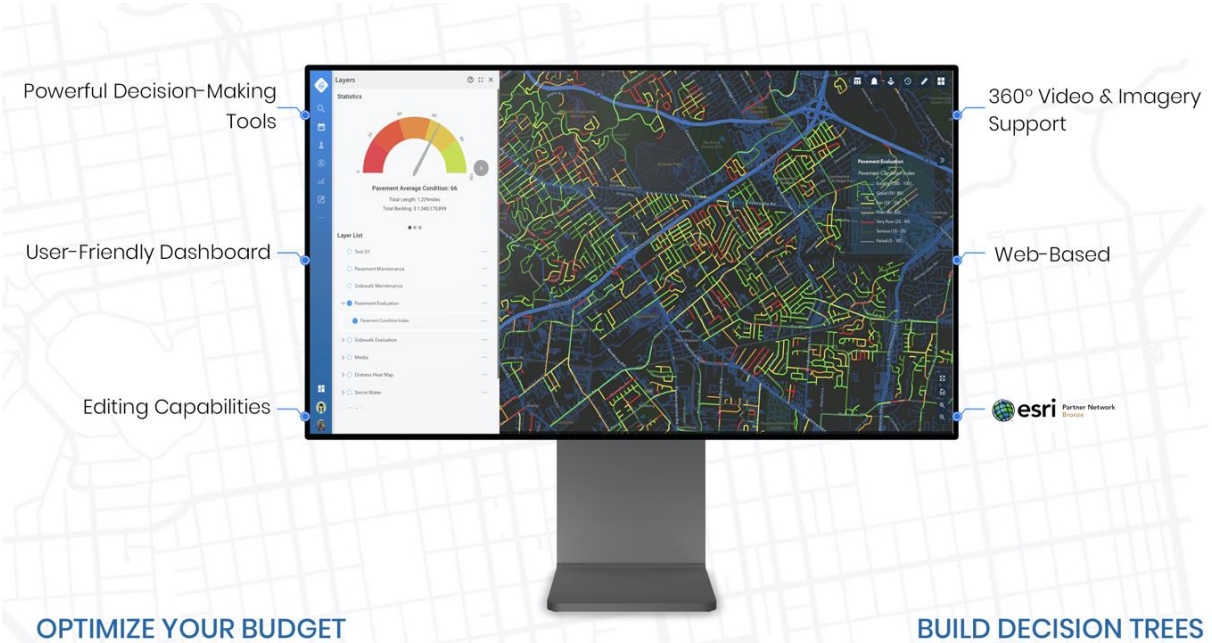
Available Soon!

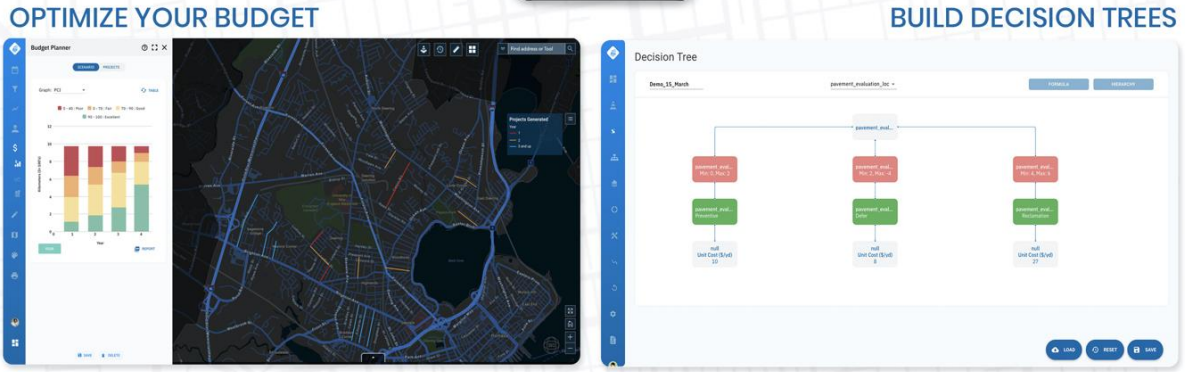


4. ASSET MANAGEMENT SOFTWARE

Streetlogix's **Asset/Pavement Management Module** is a cloud-based mapping, analysis, and decision-making tool for the public sector. Use it to create maps, analyze data and plan road repairs, sidewalk projects, traffic signs and right-of-way budgeting decisions. Your data and maps are stored in a secure and private infrastructure and can be configured to meet your mapping and IT requirements.

Asset Management Key Features:





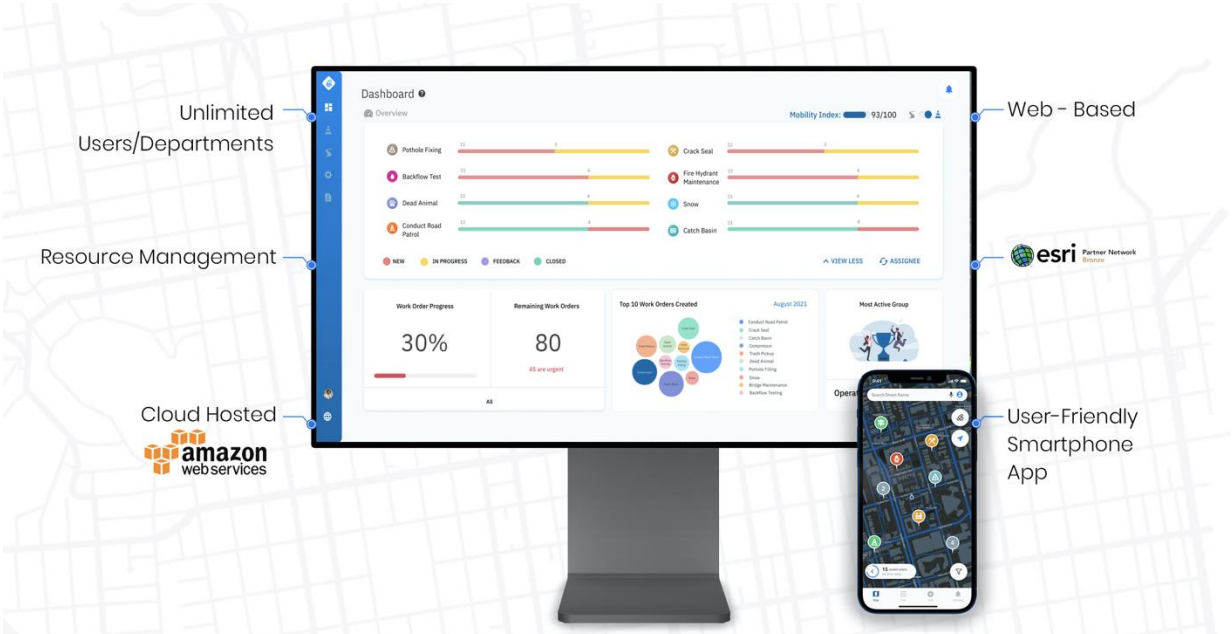
SOFTWARE INTEGRATION

Streetlogix uses a RESTful API to integrate with your other asset management, accounting, or financial systems and ensures a seamless information flow between different systems.

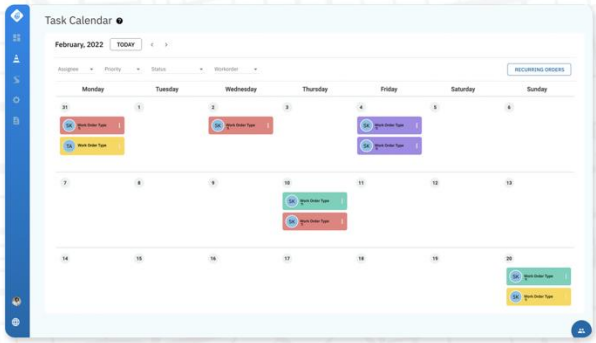
5. WORK ORDER MANAGEMENT SYSTEM

Streetlogix's **Work Order Management System** brings greater organization, efficiency, and accountability to your task management planning, allowing you to effectively schedule, track and manage all work orders, as well as monitor work order performance metrics in a centralized dashboard. Plus, you can track and complete work orders in the field using our app on your mobile device.

Work Order Key Features:



TASK CALENDAR



MOBILE APPLICATION

6. CITIZEN ENGAGEMENT APP

Streetlogix's **Citizen Engagement App** empowers your residents to submit service requests while enabling you to easily monitor the submissions. Our 311 application ensures your residents that each request is heard, acknowledged, and tracked. It is simple to use, easy to set up, and allows automatic updates for residents on efforts to keep their community functioning. Streetlogix Citizen Engagement app helps you build a collaborative, transparent and stronger community.

7. PRICING OVERVIEW

7.1 DATA COLLECTION (STREETSCAN)

PAVEMENT MANAGEMENT				
	SERVICES INCLUDED	**CENTERLINE MILES**	**$/CL**	**TOTAL**
StreetScan	ScanCar Data Collection	27 mi	$220	$5,940
	Data Processing			
	Pavement Project Management		$20	$540
	GIS Coordination Fee - Fixed			$1,000
Mobilization and Setup Cost				$9,950
TOTAL				**$17,430**

7.2 SOFTWARE (STREETLOGIX)

STREETLOGIX SOFTWARE MODULE PRICING					
streetlogix **MODULES**	**POPULATION**	**ANNUAL LICENSE**	**ANNUAL DATA**	**IMPLEMENTATION FEE**	**TOTALS**
ASSET MANAGEMENT	6,095	$2,500	$500	$3,000	$6,000
360° IMAGERY VIEWER (OPTIONAL)		$300	$100	NA	$400
UNLIMITED USERS					

*Prices quoted are good for 60 days.

APPENDIX A – SCOPE OF WORK AND DELIVERABLES

ROAD AND SIDEWALK ASSESSMENT SERVICE

StreetScan offers a technology-based Pavement Management approach for continuous health monitoring of your road network. Combining years of R&D at Northeastern University, StreetScan's vehicles and cloud-based software, Streetlogix, save you time and make your repair dollars go further. We have developed a four-step process to effectively Scan, Process and Manage your road data.

STEP 1: DATA COLLECTION

Roads

Vehicle Deployed: ScanCar

StreetScan utilizes a solid state LiDAR Technology, and 360° imaging technology to measure road defects, such as cracking, bumps, and roughness. The 360° imaging camera provides a 8' of lateral road coverage and seamless road scanning in the direction of travel at speeds up to 65 mph., supplying imagery of the road surface and Right-of-Way assets. An Inertial Measurement Unit (IMU) enabled GNSS position system provides position location, even in the event of intermittent GPS satellite coverage.

Data collected is processed to assign an overall condition rating for each road (PCI). The rating ranges from 0-100, where 0 is the worst possible road and 100 is the best.

Our road digital twin system collects 1 million points per second of the road surface using 23,500 lasers continuously blasting as we drive normal traffic speeds. The result of this is a very accurate millimeter digital twin of the road surface allowing us to automatically extract meaningful road quality data.

Sidewalks

Vehicle Deployed: E-Scooter

StreetScan has developed a scooter-based approach which captures all the necessary distresses. StreetScan utilizes high resolution 2D imaging technology to collect sidewalk video, and identify distresses such as cracks, surface distortions, general uplifts, and tree uplifts. A mobile phone and high-grade GPS device are used for controlling data collection.

Data collected is processed to assign an overall condition rating for each sidewalk. The rating ranges from 0-100, where 0 is the worst possible sidewalk and 100 is the best.

STEP 2: DATA EXTRACTION

Roads

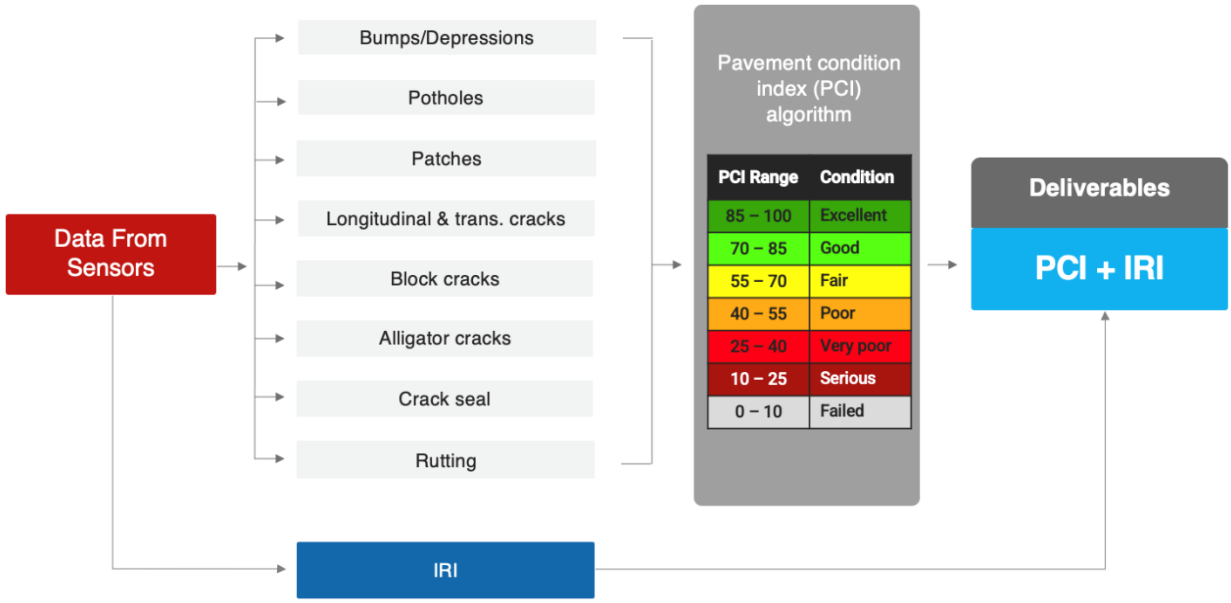
The collected data (TBs/day) is uploaded to the StreetScan server, where automated software processes the raw sensor data. Using advanced processing algorithms, the sensors' raw data is converted into meaningful parameters representing different aspects of pavement condition. Several of our key indicators are fused to determine the **StreetScan Pavement Condition Index (PCI)** for each road segment. StreetScan's GIS specialists segment the pavement evaluation data based of our clients historical street segmentation or from intersection to intersection in the absence of that data.

Sidewalks

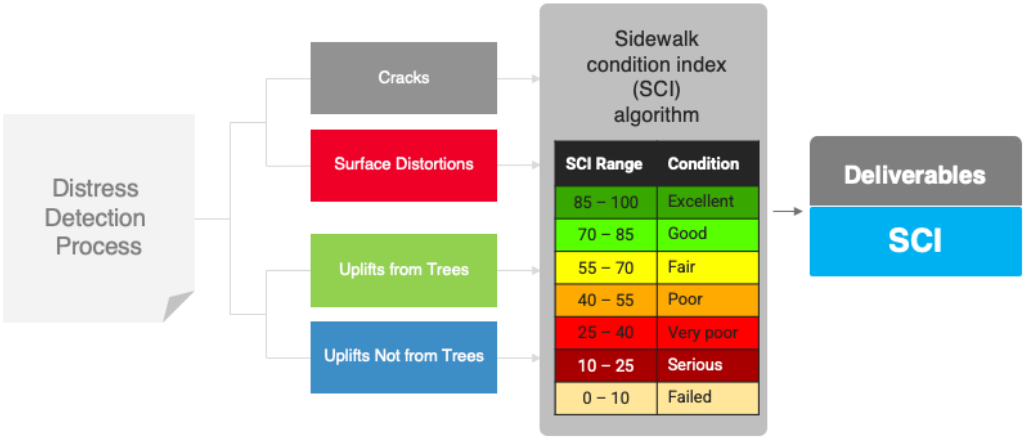
Data collected from the E-Scooter system is processed to identify the following for each sidewalk: material, quantity, location, and severity of distresses such as cracks, surface distortions, general uplifts, and tree uplifts. The distress information for each sidewalk is input to StreetScan's proprietary algorithm to calculate the sidewalk's condition rating.

StreetScan's basic approach uses a weighted failures scheme per linear distance for a given sidewalk segment. Individual failure or feature types are given various weightings depending on their contribution to perceived sidewalk condition. As an example, an uplift is considered to have more impact to the sidewalk quality than grass, so it is given a greater weighting in the rating formula.

Roads Algorithm



Sidewalk Algorithm



STEP 3: DATA VISUALIZATION AND ANALYTICS

Roads

Municipal staff will be given access to Streetlogix, our GIS web-based application, to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

This provides staff an easy-to-use tool to quickly review PCI and IRI results, distress data and 360° and digital twin images along with pavement history and other data that the municipality wants to be integrated. All data is hosted in the cloud, allowing users to login from anywhere on any computer to view the results. Streetlogix has many data import and export features making it compatible with any existing GIS solution concerning asset management. Streetlogix provides powerful data visualization and management tools including 360° viewer and extensive charts and dashboards (example below).

Sidewalks

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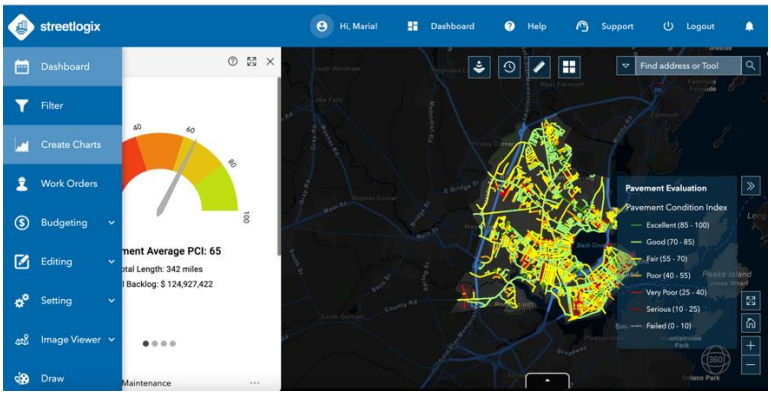
Portal view: Overall stats and available layers



STEP 4: MAINTENANCE PLANNING

Roads

Once the inventory condition database and GIS web-app have been finalized, the work on implementing the pavement management side of the software begins. While pavement condition indicators are concerned with the current condition of the network, the management side of the process concerns itself with the analysis of condition, prediction of future condition, generation of maintenance options and pavement management scenarios. At this stage, the Client's preferred repair methods and associated costs are used to customize our Streetlogix asset management module. The results are compiled and reported to the client in our Streetlogix software and as a digital storymap.

Our decision-trees are highly configurable and we work with staff to tailor it to ensure our AI will provide the necessary maintenance and repair suggestions. All decision trees & underlying data will be editable by staff.

Sidewalks

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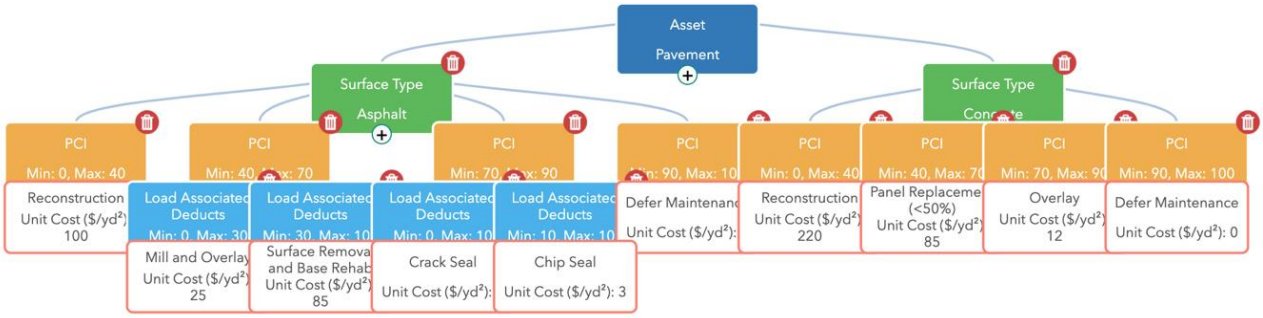

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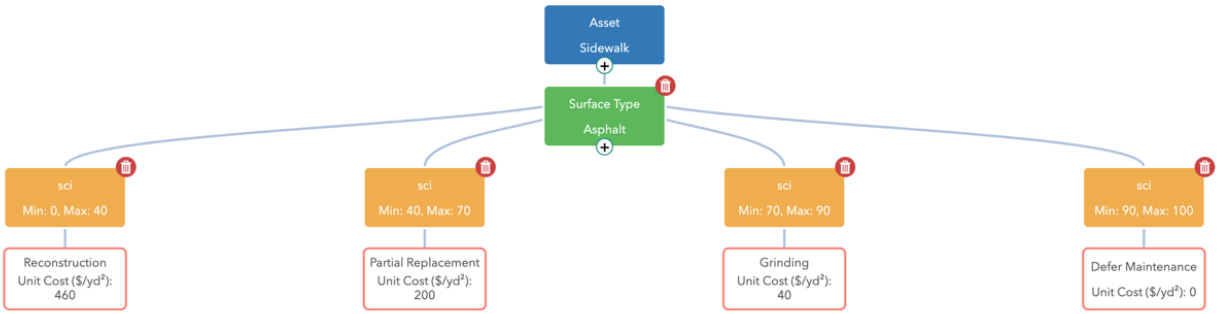


APPENDIX B – OPTIONAL SERVICES AND ASSET COLLECTION

360° Imagery

Asset	Description
360° Imagery	• Georeferenced 360 panoramic images • Esri-Compatible • .jpg format

Traffic Signage

Attributes	Description
Sign Category	Regulatory, Warning, Guide, School, Recreation, Information, General
Sign Name	Federal or State MUTCD designation or custom designation for specialized signs
GPS Location	Global Positioning System (GPS) location (+/- 5 meters)
Sign Condition	Good, Fair, Critical rating assessed through review of daytime digital images

Pavement Markings

Attributes	Description
Category	Point Layer: Left Turn, Right Turn, Crosswalk, Lane Divider, etc. Line layer: Shoulder, Centerline, etc.
Location	Global Positioning System (GPS) location (+/- 5 meters)
Condition	• Assessment through review of daytime digital images • Based on remaining visibility of marking • Customer segmentation is used or default as intersection to intersection • Rating **"Good"** No noticeable wear on paint **"Fair"** Wear on paint with moderate line visibility **"Critical"** Substantial and impactful wear on paint with low level of marking visibility

Catch Basins

StreetScan provides catch basin locations, determined from existing data sources (satellite imagery, Google StreetView or ScanCar images) if available. All data is provided as a GIS layer.

Deliverable:

- GIS Layer of catch basins

Manholes

StreetScan provides location of circular manhole access points which are visible in the road imagery data. All data is provided as a GIS layer.

Deliverable:

- GIS layer of manhole locations

Trees

StreetScan provides tree locations which are situated in the right of way (between Curb of Street to Edge of Sidewalk), determined from existing data sources satellite imagery, Google StreetView or ScanCar images if available. All data is provided as a GIS Layer.

Deliverable:

- GIS layer of tree location

Roads GIS Database

StreetScan creates a Roads GIS Database by using a list of target roads or any State DOT database. Road segmentation will be intersection to intersection unless directed otherwise by the client. All data is provided as a GIS layer.

Deliverable:

- GIS layer of Roads segmented intersection to intersection

Sidewalk GIS Database

StreetScan provides sidewalk locations, determined from existing data sources (satellite imagery, Google StreetView or ScanCar images) if available. All data is provided as a GIS layer.

Deliverable:

- GIS layer of sidewalk locations

Curb GIS Database

StreetScan provides curb locations, determined from front or side facing imagery. Data is provided as a GIS layer.

Deliverable:

- GIS layer of the linear features where curbs are present

Sidewalk Width

StreetScan will take 2 measurements for every sidewalk (Start & End Point) and average the width for the entire segment.

ADA Ramp Compliance Survey

StreetScan's ADA ramp compliance criteria is based on both the 2010 Americans with Disabilities Act (ADA) standards

and on discussions between StreetScan and engineers from the municipality. StreetScan measures all ADA ramp slopes associated with compliance using the digital level M-D Building Products 93975 Smart Tool Adam Digital Slope Walker. In addition, StreetScan uses its E-Scooter system, equipped with a high-resolution video camera and a mobile phone with Global Positioning System (GPS). Dimension measurements, such as the width of the ADA ramp and landing area are measured using a handheld Lufkin Wheel measurement tool. All measurements are reviewed by quality control technicians and compliance is determined.

StreetScan determines ADA ramp compliance based on the measurements shown below:

Attributes	Compliance
Presence of Detectable Warning Surface	Yes/No
Surface Condition	(Good/Fair/Poor)
Ramp Obstruction	Yes/No
Slope – Running	< 4.8° (8.3%)
Slope – Cross	< 1.2° (2.08%)
Slope – Left Flare	< 5.7° (10%)
Slope – Right Flare	< 5.7° (10%)
Slope – Street Running	< 2.9° (5%)
Ramp Width	> 36” wide
Landing compliance	Landing must be present*

If any of the above criteria is not met, the ramp is considered ADA non-compliant.

**If a ramp landing is absent, it is typically not compliant. However, there is an exception to this rule. Specifically, if both ramps flares exist and their slopes are 10% or less, then it's acceptable for the landing to be absent and it's possible for the ramp to be COMPLIANT even though it's missing a landing.*

Deliverables:

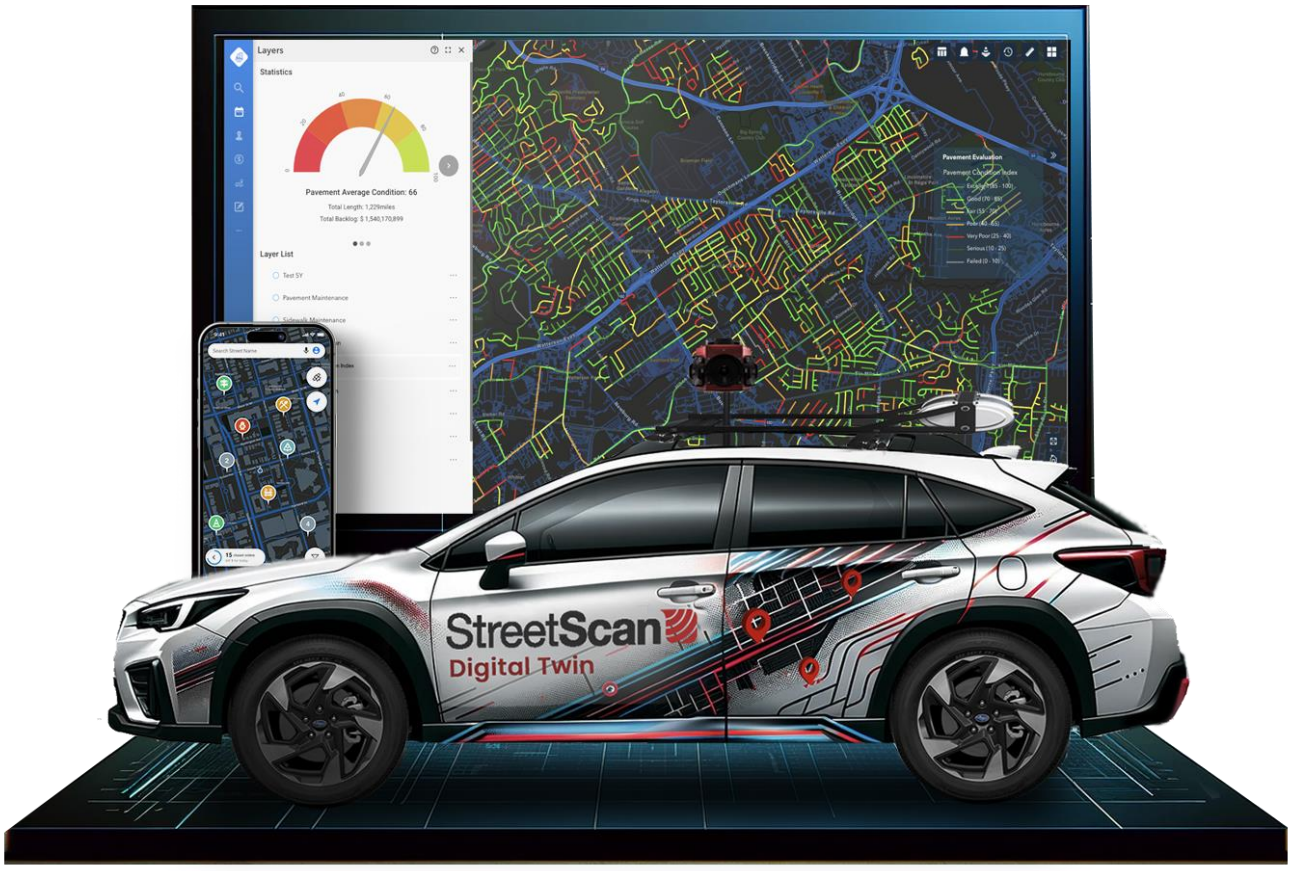
- GIS Layer with ramp location & missing ramps
- Image of ramps/missing ramp:
- Compliance as per attributes above

Additional measurements beyond the scope of work for ADA compliance can be taken, if requested. Contact us for information and pricing.

Exhibit C

StreetScan

streetlogix



Pavement and Asset Management Proposal

Perry City, UT

March 4, 2024

Proposal for the Perry City, UT

Prepared for:

Zach Allen

Public Works Director

Perry City, UT

1950 South Highway 89

Perry, UT 84302

Prepared by:

StreetScan Inc.

605 Salem Street

Wakefield, MA 01880

617.399.8236

TABLE OF CONTENTS

March 4, 2024

Zach Allen, Public Works Director
1950 South Highway 89
Perry, UT 84302

Thank you for your interest in StreetScan. Municipalities worldwide are faced with aging infrastructure and limited budget resources to repair and maintain them. Having the ability to monitor the health of your street network utilizing comprehensive and repeatable data, collected via vehicles equipped with imaging systems allows your staff to optimally allocate repair and maintenance budgets. This is now made possible in an affordable, objective way utilizing StreetScan's advanced mobile sensing vehicles and Streetlogix cloud-based asset management software.

Our service offering includes:

- Data Collection: automated vehicle survey of paved CL miles.
- Data Processing of Right-of-Way transportation infrastructure condition.
- Data Visualization: pavement monitoring system including StreetScan's Pavement Rating (PCI) and IRI Report.
- Pavement Management Planning: maintenance and budget options, suggestions and scenarios; via our optional cloud-based software Streetlogix.

Also available (see Appendices for more details):

- 360° Imagery Viewer
- Infrastructure Digital Twins
- Optional asset extractions including pavement markings, traffic signs, sidewalks, curbs, trees, etc.

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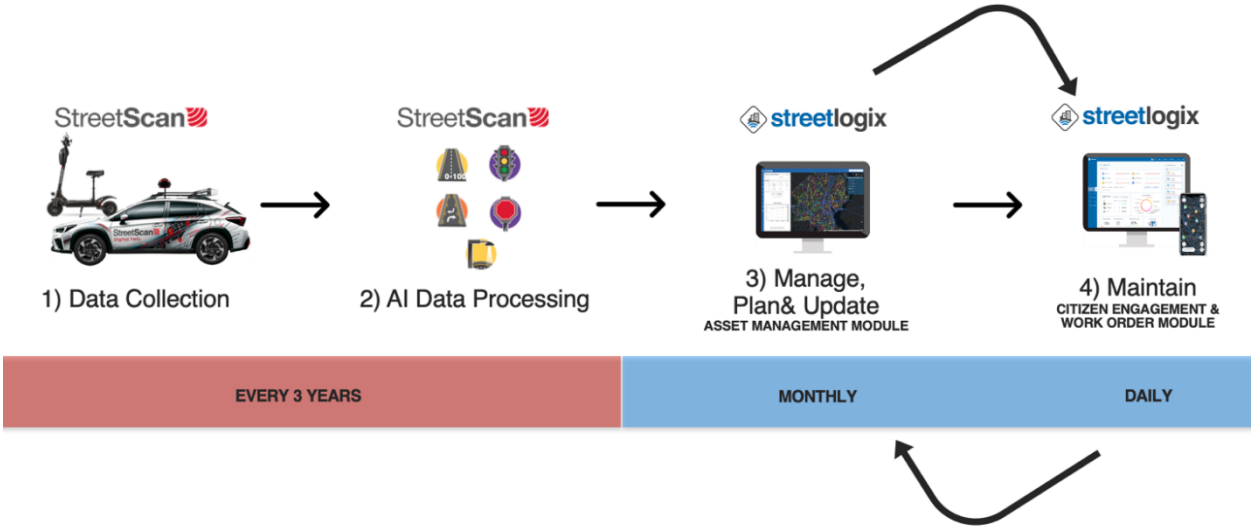

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See Annex for more details on Data Collection.

Data Management

Collected data goes into Streetlogix, our unique **cloud-based software,** allowing municipalities to visualize and manage road assets to schedule maintenance within a user-friendly GIS environment.

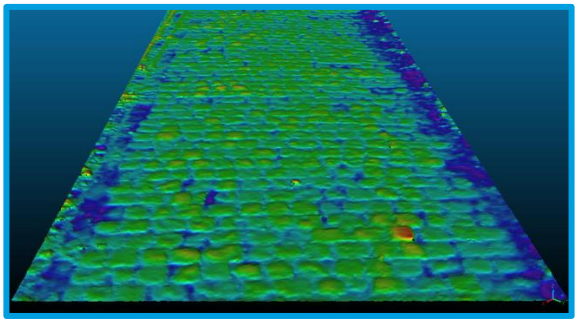
Our Work Order module, with its easy-to-use interface, allows municipalities to schedule, track and manage work orders, both in the office and in the field.

NEW IN 2024! DIGITAL TWIN TECHNOLOGY

StreetScan is set to innovate road inspection practices. Leveraging state-of-the-art lidar technology, StreetScan can now conduct road assessments on a larger scale while simultaneously streamlining costs and minimizing inspection times. Moreover, our user-friendly interface ensures that all team members can utilize it effectively, contributing to increased efficiency and productivity.

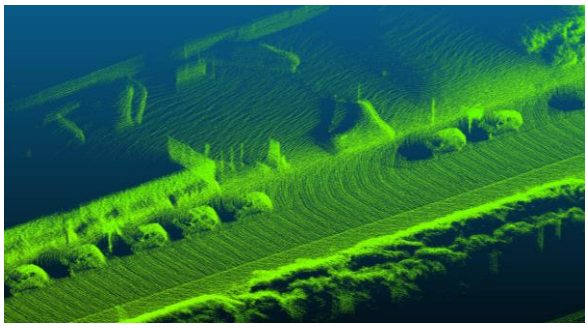
Road Digital Twin

Available Now



City Digital Twin

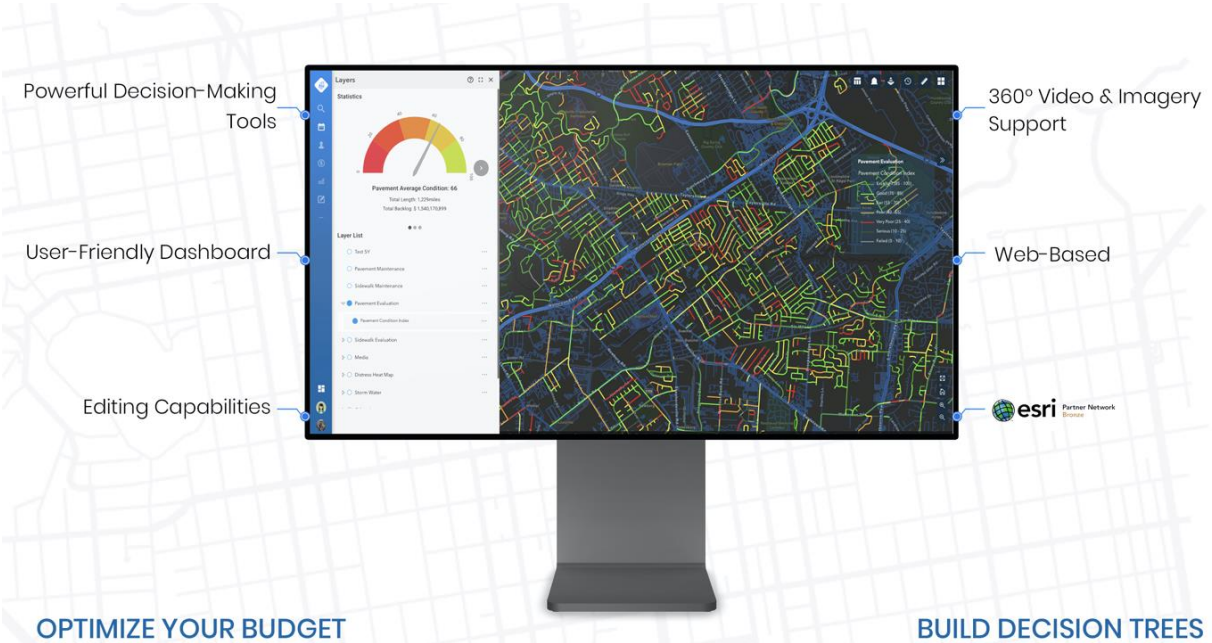
Available Soon!



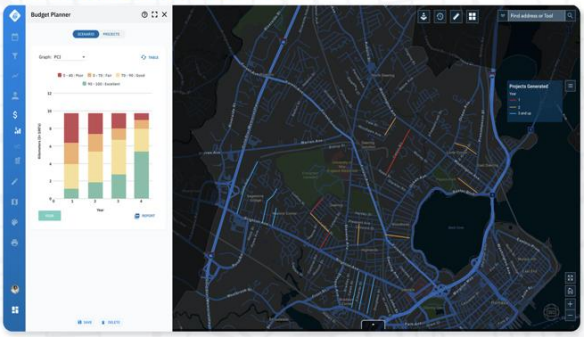
4. ASSET MANAGEMENT SOFTWARE

Streetlogix's **Asset/Pavement Management Module** is a cloud-based mapping, analysis, and decision-making tool for the public sector. Use it to create maps, analyze data and plan road repairs, sidewalk projects, traffic signs and right-of-way budgeting decisions. Your data and maps are stored in a secure and private infrastructure and can be configured to meet your mapping and IT requirements.

Asset Management Key Features:



OPTIMIZE YOUR BUDGET



BUILD DECISION TREES

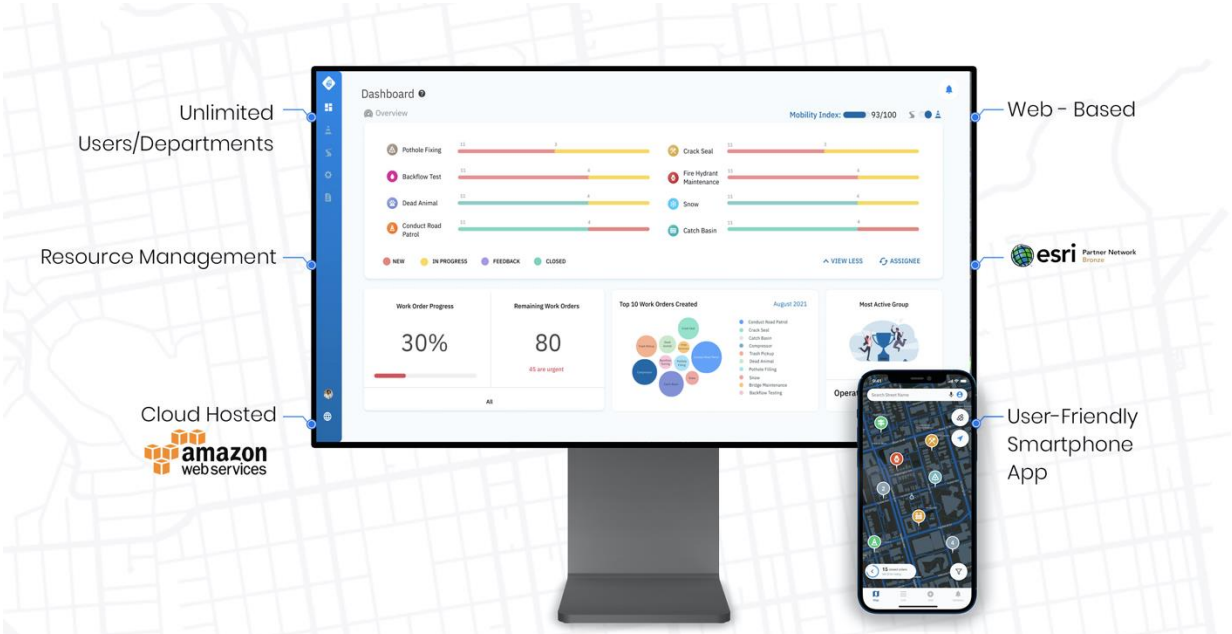
SOFTWARE INTEGRATION

Streetlogix uses a RESTful API to integrate with your other asset management, accounting, or financial systems and ensures a seamless information flow between different systems.

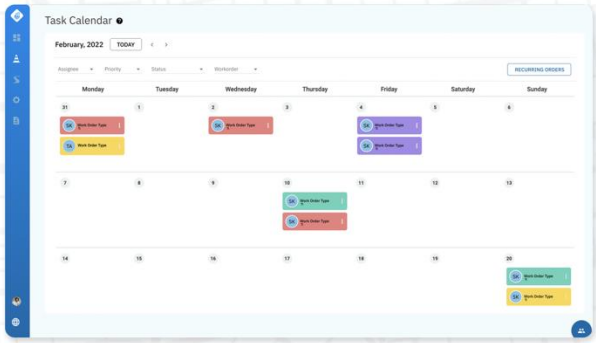
5. WORK ORDER MANAGEMENT SYSTEM

Streetlogix's **Work Order Management System** brings greater organization, efficiency, and accountability to your task management planning, allowing you to effectively schedule, track and manage all work orders, as well as monitor work order performance metrics in a centralized dashboard. Plus, you can track and complete work orders in the field using our app on your mobile device.

Work Order Key Features:



TASK CALENDAR



MOBILE APPLICATION

6. CITIZEN ENGAGEMENT APP

Streetlogix's **Citizen Engagement App** empowers your residents to submit service requests while enabling you to easily monitor the submissions. Our 311 application ensures your residents that each request is heard, acknowledged, and tracked. It is simple to use, easy to set up, and allows automatic updates for residents on efforts to keep their community functioning. Streetlogix Citizen Engagement app helps you build a collaborative, transparent and stronger community.

7. PRICING OVERVIEW

7.1 DATA COLLECTION (STREETSCAN)

PAVEMENT MANAGEMENT				
	SERVICES INCLUDED	**CENTERLINE MILES**	**$/CL**	**TOTAL**
StreetScan	ScanCar Data Collection	27 mi	$220	$5,940
	Data Processing			
	Pavement Project Management		$20	$540
	GIS Coordination Fee - Fixed			$1,000
Mobilization and Setup Cost				$9,950
TOTAL				**$17,430**

7.2 SOFTWARE (STREETLOGIX)

STREETLOGIX SOFTWARE MODULE PRICING					
streetlogix **MODULES**	**POPULATION**	**ANNUAL LICENSE**	**ANNUAL DATA**	**IMPLEMENTATION FEE**	**TOTALS**
ASSET MANAGEMENT	6,095	$2,500	$500	$3,000	$6,000
360° IMAGERY VIEWER (OPTIONAL)		$300	$100	NA	$400
UNLIMITED USERS					

*Prices quoted are good for 60 days.

APPENDIX A – SCOPE OF WORK AND DELIVERABLES

ROAD AND SIDEWALK ASSESSMENT SERVICE

StreetScan offers a technology-based Pavement Management approach for continuous health monitoring of your road network. Combining years of R&D at Northeastern University, StreetScan's vehicles and cloud-based software, Streetlogix, save you time and make your repair dollars go further. We have developed a four-step process to effectively Scan, Process and Manage your road data.

STEP 1: DATA COLLECTION

Roads

Vehicle Deployed: ScanCar

StreetScan utilizes a solid state LiDAR Technology, and 360° imaging technology to measure road defects, such as cracking, bumps, and roughness. The 360° imaging camera provides a 8' of lateral road coverage and seamless road scanning in the direction of travel at speeds up to 65 mph., supplying imagery of the road surface and Right-of-Way assets. An Inertial Measurement Unit (IMU) enabled GNSS position system provides position location, even in the event of intermittent GPS satellite coverage.

Data collected is processed to assign an overall condition rating for each road (PCI). The rating ranges from 0-100, where 0 is the worst possible road and 100 is the best.

Our road digital twin system collects 1 million points per second of the road surface using 23,500 lasers continuously blasting as we drive normal traffic speeds. The result of this is a very accurate millimeter digital twin of the road surface allowing us to automatically extract meaningful road quality data.

Sidewalks

Vehicle Deployed: E-Scooter

StreetScan has developed a scooter-based approach which captures all the necessary distresses. StreetScan utilizes high resolution 2D imaging technology to collect sidewalk video, and identify distresses such as cracks, surface distortions, general uplifts, and tree uplifts. A mobile phone and high-grade GPS device are used for controlling data collection.

Data collected is processed to assign an overall condition rating for each sidewalk. The rating ranges from 0-100, where 0 is the worst possible sidewalk and 100 is the best.

STEP 2: DATA EXTRACTION

Roads

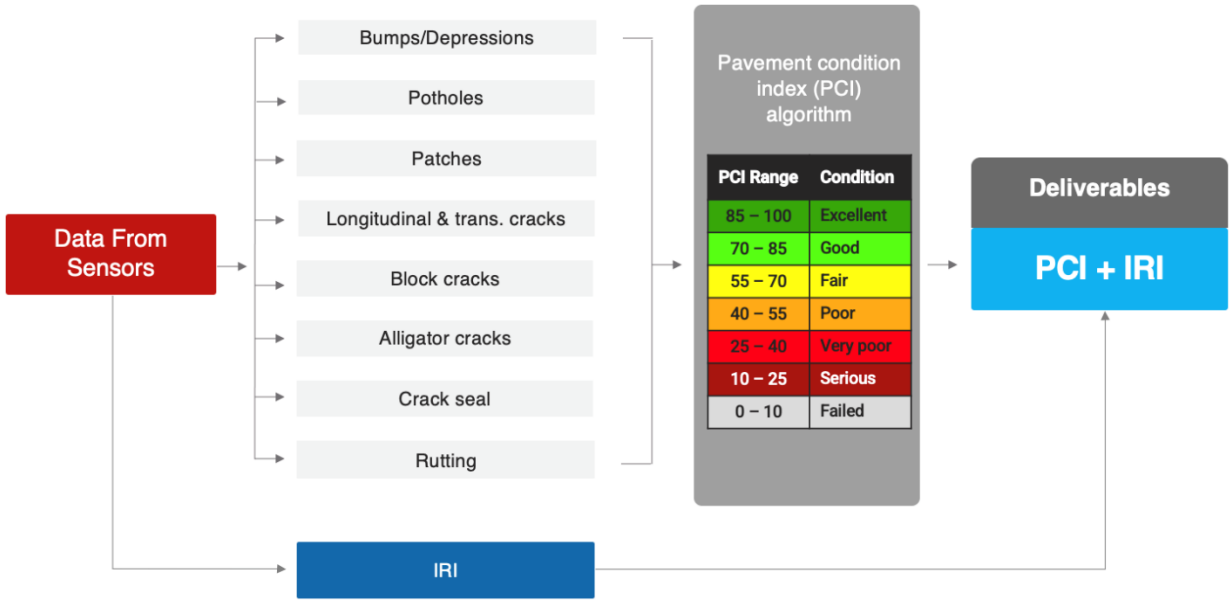
The collected data (TBs/day) is uploaded to the StreetScan server, where automated software processes the raw sensor data. Using advanced processing algorithms, the sensors' raw data is converted into meaningful parameters representing different aspects of pavement condition. Several of our key indicators are fused to determine the **StreetScan Pavement Condition Index (PCI)** for each road segment. StreetScan's GIS specialists segment the pavement evaluation data based of our clients historical street segmentation or from intersection to intersection in the absence of that data.

Sidewalks

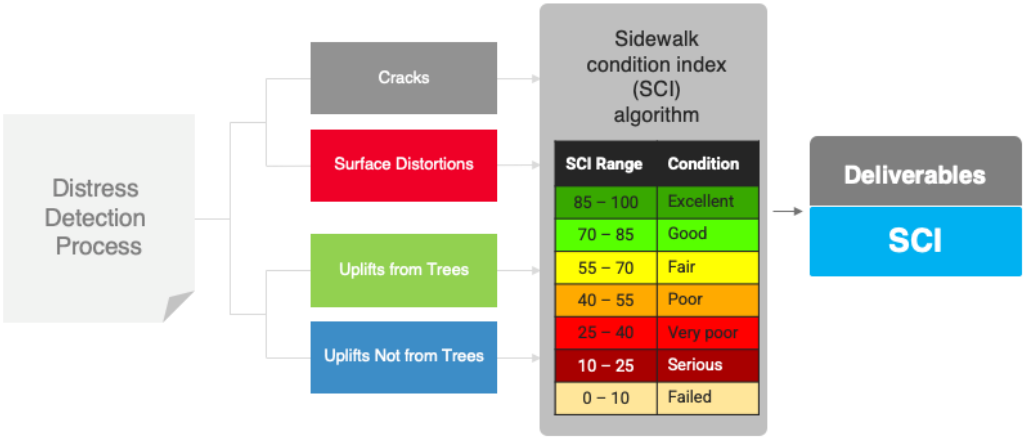
Data collected from the E-Scooter system is processed to identify the following for each sidewalk: material, quantity, location, and severity of distresses such as cracks, surface distortions, general uplifts, and tree uplifts. The distress information for each sidewalk is input to StreetScan's proprietary algorithm to calculate the sidewalk's condition rating.

StreetScan's basic approach uses a weighted failures scheme per linear distance for a given sidewalk segment. Individual failure or feature types are given various weightings depending on their contribution to perceived sidewalk condition. As an example, an uplift is considered to have more impact to the sidewalk quality than grass, so it is given a greater weighting in the rating formula.

Roads Algorithm



Sidewalk Algorithm



STEP 3: DATA VISUALIZATION AND ANALYTICS

Roads

Municipal staff will be given access to Streetlogix, our GIS web-based application, to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

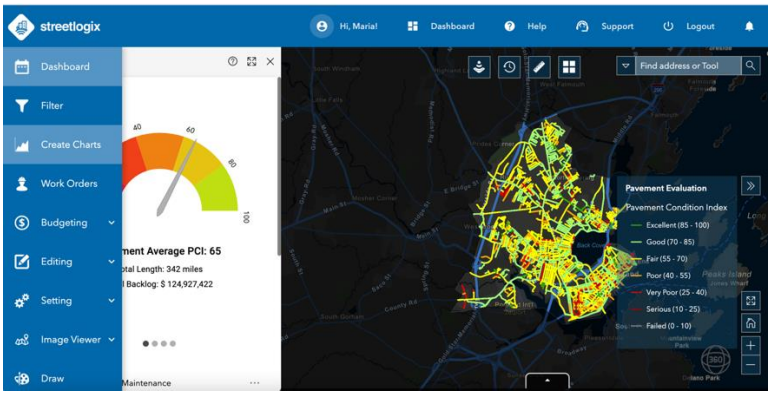
This provides staff an easy-to-use tool to quickly review PCI and IRI results, distress data and 360° and digital twin images along with pavement history and other data that the municipality wants to be integrated. All data is hosted in the cloud, allowing users to login from anywhere on any computer to view the results. Streetlogix has many data import and export features making it compatible with any existing GIS solution concerning asset management. Streetlogix provides powerful data visualization and management tools including 360° viewer and extensive charts and dashboards (example below).

Sidewalks

Municipalities are given access to our GIS web-based application, Streetlogix, to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

This provides clients an easy-to-use tool to quickly review sidewalk condition results, distresses, and sidewalk images. All data is hosted in the cloud allowing users to login from anywhere on any computer to view the results. Streetlogix has many data import and export features making it compatible with any existing GIS solution. Streetlogix provides powerful data visualization and management tools including 360 viewer and extensive charts and dashboards (example below).

Portal view: Overall stats and available layers



STEP 4: MAINTENANCE PLANNING

Roads

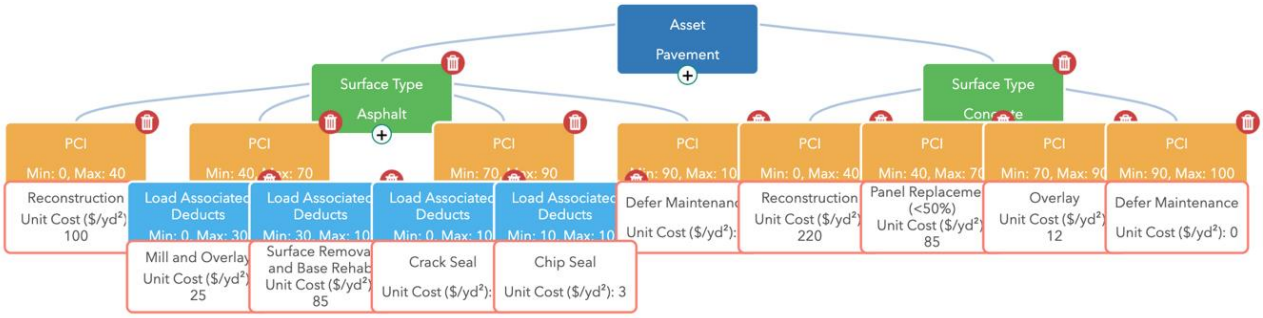
Once the inventory condition database and GIS web-app have been finalized, the work on implementing the pavement management side of the software begins. While pavement condition indicators are concerned with the current condition of the network, the management side of the process concerns itself with the analysis of condition, prediction of future condition, generation of maintenance options and pavement management scenarios. At this stage, the Client's preferred repair methods and associated costs are used to customize our Streetlogix asset management module. The results are compiled and reported to the client in our Streetlogix software and as a digital storymap.

Our decision-trees are highly configurable and we work with staff to tailor it to ensure our AI will provide the necessary maintenance and repair suggestions. All decision trees & underlying data will be editable by staff.

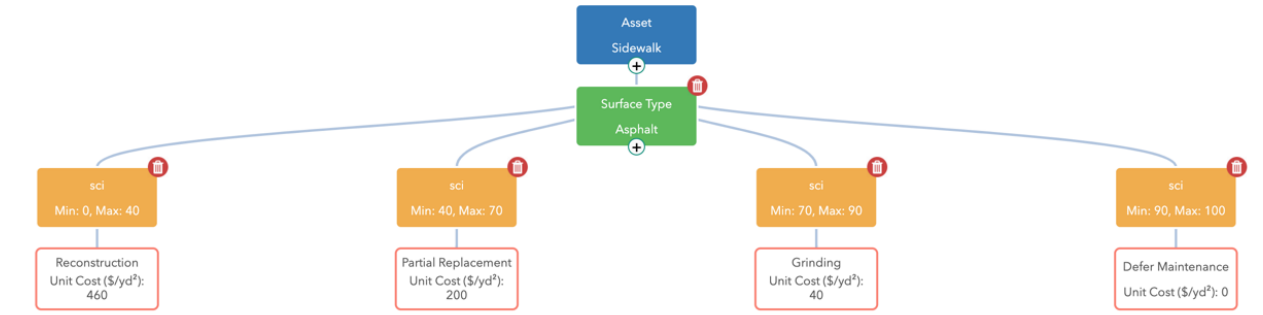
Sidewalks

Once the inventory condition database and GIS web-app have been finalized, the work on implementing the sidewalk management side of the software begins. While sidewalk condition indicators are concerned with the current condition of the network, the management side of the process concerns itself with the analysis of conditions, prediction of future conditions, generation of maintenance options and sidewalk management scenarios. At this stage, the Client's preferred repair methods and associated costs are used to customize our sidewalk management modules. The results are compiled and reported to the client in our Streetlogix software & digital storymap.

Roads:



Sidewalks:



APPENDIX B – OPTIONAL SERVICES AND ASSET COLLECTION

360° Imagery

Asset	Description
360° Imagery	• Georeferenced 360 panoramic images • Esri-Compatible • .jpg format

Traffic Signage

Attributes	Description
Sign Category	Regulatory, Warning, Guide, School, Recreation, Information, General
Sign Name	Federal or State MUTCD designation or custom designation for specialized signs
GPS Location	Global Positioning System (GPS) location (+/- 5 meters)
Sign Condition	Good, Fair, Critical rating assessed through review of daytime digital images

Pavement Markings

Attributes	Description
Category	Point Layer: Left Turn, Right Turn, Crosswalk, Lane Divider, etc. Line layer: Shoulder, Centerline, etc.
Location	Global Positioning System (GPS) location (+/- 5 meters)
Condition	• Assessment through review of daytime digital images • Based on remaining visibility of marking • Customer segmentation is used or default as intersection to intersection • Rating **"Good"** No noticeable wear on paint **"Fair"** Wear on paint with moderate line visibility **"Critical"** Substantial and impactful wear on paint with low level of marking visibility

Catch Basins

StreetScan provides catch basin locations, determined from existing data sources (satellite imagery, Google StreetView or ScanCar images) if available. All data is provided as a GIS layer.

Deliverable:

- GIS Layer of catch basins

Manholes

StreetScan provides location of circular manhole access points which are visible in the road imagery data. All data is provided as a GIS layer.

Deliverable:

- GIS layer of manhole locations

Trees

StreetScan provides tree locations which are situated in the right of way (between Curb of Street to Edge of Sidewalk), determined from existing data sources satellite imagery, Google StreetView or ScanCar images if available. All data is provided as a GIS Layer.

Deliverable:

- GIS layer of tree location

Roads GIS Database

StreetScan creates a Roads GIS Database by using a list of target roads or any State DOT database. Road segmentation will be intersection to intersection unless directed otherwise by the client. All data is provided as a GIS layer.

Deliverable:

- GIS layer of Roads segmented intersection to intersection

Sidewalk GIS Database

StreetScan provides sidewalk locations, determined from existing data sources (satellite imagery, Google StreetView or ScanCar images) if available. All data is provided as a GIS layer.

Deliverable:

- GIS layer of sidewalk locations

Curb GIS Database

StreetScan provides curb locations, determined from front or side facing imagery. Data is provided as a GIS layer.

Deliverable:

- GIS layer of the linear features where curbs are present

Sidewalk Width

StreetScan will take 2 measurements for every sidewalk (Start & End Point) and average the width for the entire segment.

ADA Ramp Compliance Survey

StreetScan's ADA ramp compliance criteria is based on both the 2010 Americans with Disabilities Act (ADA) standards

and on discussions between StreetScan and engineers from the municipality. StreetScan measures all ADA ramp slopes associated with compliance using the digital level M-D Building Products 93975 Smart Tool Adam Digital Slope Walker. In addition, StreetScan uses its E-Scooter system, equipped with a high-resolution video camera and a mobile phone with Global Positioning System (GPS). Dimension measurements, such as the width of the ADA ramp and landing area are measured using a handheld Lufkin Wheel measurement tool. All measurements are reviewed by quality control technicians and compliance is determined.

StreetScan determines ADA ramp compliance based on the measurements shown below:

Attributes	Compliance
Presence of Detectable Warning Surface	Yes/No
Surface Condition	(Good/Fair/Poor)
Ramp Obstruction	Yes/No
Slope – Running	< 4.8° (8.3%)
Slope – Cross	< 1.2° (2.08%)
Slope – Left Flare	< 5.7° (10%)
Slope – Right Flare	< 5.7° (10%)
Slope – Street Running	< 2.9° (5%)
Ramp Width	> 36” wide
Landing compliance	Landing must be present*

If any of the above criteria is not met, the ramp is considered ADA non-compliant.

**If a ramp landing is absent, it is typically not compliant. However, there is an exception to this rule. Specifically, if both ramps flares exist and their slopes are 10% or less, then it's acceptable for the landing to be absent and it's possible for the ramp to be COMPLIANT even though it's missing a landing.*

Deliverables:

- GIS Layer with ramp location & missing ramps
- Image of ramps/missing ramp:
- Compliance as per attributes above

Additional measurements beyond the scope of work for ADA compliance can be taken, if requested. Contact us for information and pricing.

PERRY CITY
RESOLUTION 2024-06

GREG'S LAWN WORX

A RESOLUTION OF PERRY CITY, UTAH, AUTHORIZING AN AGREEMENT WITH GREG'S LAWN WORX, FOR YARD SERVICES.

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

WHEREAS, the City desires to enter an Agreement with Greg's Lawn Worx for yard care services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Perry City, Utah, as follows:

Section 1. Authorization.
The City Council hereby authorizes the Mayor to enter into the Agreement with Greg's Lawn Worx set forth in attached Exhibit "A" attached hereto and incorporated herein by this reference.

Section 2. Effective Date
This Resolution is effective immediately upon passage and approval.

PASSED AND APPROVED by the Perry City Council this __ day of _____, 2024.

_____
Mayor

ATTEST:

_____
City Recorder

Roll Call Vote:	
Tueller	Yea __ Nay ___
Wright	Yea __ Nay ___
Ostler	Yea __ Nay ___
Walker	Yea __ Nay ___
Young	Yea __ Nay ___

Standard Contract for Independent Contractor

1. General. This Standard Contract for Independent Contractor ("Agreement") is entered voluntarily by the parties herein effective on this date of: 04/01/2024. Perry City ("City"), duly organized and existing under the laws of the State of Utah, with its primary place of business located at 1950 South Hwy 89 Perry UT, 84302 and Greg's Yard Werx LLC ("Contractor") herewith enter into this Agreement.
2. Recitals. The parties recite and declare:

    1. Contractor is willing to provide services to City, and City is willing to accept services from and compensate Contractor for said services subject to the terms, covenants and conditions set forth in this agreement.
    2. For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this Agreement, City and Contractor agree as follows:
3. Services.

    1. Contractor herewith agrees to perform lawn care services as outlined in this Agreement. Lawn care services shall include:
        1. Weekly mowing.
        2. Weekly trimming of grass along all lawn edges.
        3. Blowing lawn clippings off sidewalks and other adjacent surfaces.
    2. Contractor herewith agrees to perform lawn care services at the following locations:

        1. Lawn Care Services for Perry Park
        2. Lawn Care Services for Centennial Park
        3. Lawn Care Services for Dale Young Park
        4. Lawn Care Services for Mountain View Park
        5. Lawn Care Services for Anderson Park
    3. Contractor shall be responsible to ensure that the services set forth above are performed in a timely manner as established by the City.
    4. Contractor shall perform such duties as specified by this contract and are customarily performed during the course of performing the above noted services.
4. Best Effort of Contractor. Contractor agrees that Contractor will at all times faithfully, industrially, and to the best of Contractor's ability, experience, and talents, perform all of the duties that may be associated with the services set forth above and shall performs said services to the reasonable satisfaction of City.
5. Term. This Agreement shall be in effect for an estimated 28 week lawn care period. The agreement will tentatively begin April 8, 2024.

6. Termination. This Agreement shall expire 28 weeks after the start date. In addition, either party shall have the right to terminate this contract with thirty (30) days written notice to the other party. At the time of expiration the parties may mutually agree to continue to operate under this Agreement on a week to week basis.
7. Compensation. City shall pay Contractor, and Contractor shall accept from City, in full payment for Contractor's services under this agreement, $866.00 / Week. The estimated total based on a 28 week mowing period is $24,248.00. This is subject to change based on number of weeks mowed this season.
8. The bid by the contractor is hereby incorporated into this contract. See Exhibit A.
9. Return Property. On termination of this Agreement by either party, or at the termination of Contractor, all City property in the possession of Contractor shall be promptly returned to City by Contractor.
10. No Benefits. Contractor shall have no right to, and shall not be provided with, any benefits beyond the monetary compensation described in section 7.
11. Hold Harmless/Indemnification. Contractor herewith agrees to indemnify and hold the City, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the City or their respective officers, officials, agents, or employees, or any person or persons.
12. Entirety. This Agreement contains the entire complete Agreement concerning the arrangement between the Parties and shall, as of the effective date hereof, supersede all other agreements between the Parties. The Parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the Parties acknowledges that they have relied on their own judgment in entering into this Agreement. The Parties further acknowledges that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.
13. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.
14. Governing Law. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of any other forum,

without regard to the jurisdiction in which any action or special proceeding may be instituted, with the exception that any action arising out of federal law shall be construed in accordance with and under and pursuant to the federal laws at issue.

15. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
16. Severability. The invalidity of any portion of this Agreement for any reason shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed and continue in full force and effect.
17. Insurance. Contractor warrants that contractor has obtained and will maintain liability insurance of at least $1,000,000 or other higher amount as agreed by the parties to be sufficient to support contractors hold-harmless indemnification promise. Contractor agrees to hold the City harmless and indemnify the same. Contractor further warrants that contractor has obtained and will maintain workers compensation insurance as may be required by state law.
18. Acknowledgement.
    1. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into Agreement.
    2. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
    3. And, Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.
19. Headings. The headings to the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
20. Status Verification. Utah Code Annotated Section 63G-11-103(3) states: "Beginning July 1, 2009, a public employer may not enter into a contract for the physical performance of services within the state with a contractor unless the contractor registers and participates in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State."

In witness whereof, each party to this Agreement has caused it to be executed on the date indicated below.

_____ _____ _____

Contractor's Signature Printed Name of Contractor Date

_____ _____

Mayor's Signature Date

Attest:

_____

City Recorder

ESTIMATE

Greg's Yard Werx LLC

1410 w 3300 s
Perry, UT 84302
(435) 239-0672

To:
Perry City Corporation (Zach Allen)
1950 s Hwy 89
Perry, UT 84302

Estimate #	1007
Estimate Date	03/06/2024
Total Amount	**$24,248.00**

Item	Quantity	Price	Tax1	Tax2	Line Total
Lawn Care and Maintenance	28.0	$866.00 / Weekly			$24,248.00

Subtotal:	$24,248.00
Tax:	$0.00
Past Due Amount:	$0.00
Total Amount:	**$24,248.00**

Notes

Lawn Care Services 2024 Perry City Parks

The estimate is for $866.00 a week for 28 weeks subject to change on season. Mowing, strait edging around all concrete,Spin trimming around all structures, blowing off all surfaces (Sidewalks, parking lots, pavilions)etc.
This price includes Perry Park, Centennial Park, Dale Young Park, Mountain View Park and Anderson Park.

PERRY CITY
RESOLUTION 2024-07

MUNICIPAL WASTEWATER PLANNING PROGRAM SURVEY

A RESOLUTION OF PERRY CITY, UTAH, ADOPTING THE MUNICIPAL WASTEWATER PLANNING PROGRAM SURVEY

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

WHEREAS, the City Council is the legislative body of the City;

WHEREAS, the Utah Department of Environmental Quality (DEQ) adopted Rule 317-801 in 2012 which requires the City to implement the Utah Sewer Management Program in accordance with state law for wastewater treatment;

WHEREAS, the Utah Department of Environmental Quality (DEQ) enforces the Utah Pollutant Discharge Elimination System (UPDES) and provides the City a permit for the same;

WHEREAS, the City has prepared the annual Municipal Wastewater Planning Program Survey (MWPP);

NOW, THEREFORE, BE IT RESOLVED by the City Council of Perry City, Utah, as follows:

Section 1. Review and Adoption.
The City Council has reviewed and hereby adopts the 2024 Municipal Wastewater Planning Program Survey for wastewater treatment and collections, attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 2. UPDES Compliance.
That to the best knowledge of the City Council, the City has taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit as may be applicable to the City.

Section 3. Effective Date
This Resolution is effective immediately upon passage and approval.

PASSED AND ADOPTED by the City Council on this ____ day of March, 2024.

_____
KEVIN JEPPSEN, Mayor

VOTING:

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

ATTEST:

_____
City Recorder

2024 MWPP Survey Questions

This document is provided to assist in gathering the appropriate responses for the survey.

The following questions are populated into a spreadsheet. Each question is numbered by the letter of the column that it falls in. If it so happens that you need to change a response to a question after submitting the form call Harry Campbell at 385-501-9583, identify your facility, report the question label (B, C, D, etc. in front of the question), and provide the correct response.

B. Email _hollinja60@gmail.com_____ (email of facility contact)

Section 1. General Information

C. Name of Facility? __Perry-Willard Wastewater Treatment Plant_____

D. What is the name of the person responsible for this organization? _Jeff Hollingsworth_____

E. What is the title of the person responsible for this organization? _Plant Manager_____

F. What is the email Address for the person responsible for this organization? _hollinja60@gmail.com_

G. What is the phone number for the person responsible for this organization? _801-745-5013_____

H. Facility Location? Please provide either Longitude and Latitude, address, or a written description of the location (with area or point). __975 N 1000 W, Willard, UT 84340_____

Federal Facility Section

I. Are you a federal facility? A federal facility is a military base, a national park, a facility associated with the forest service, etc. Yes **No**

"If Yes" you will go to the Collection Section

"If No" you will go to the Financial Section

Financial Evaluation Section

J. This form is completed by [name]? _Financial Evaluation completed by Shanna Johnson for Perry City with input from Willard City for Willard's portion

Part I General Questions - Please answer the following questions regarding GENERAL QUESTIONS.

K. Are sewer revenues maintained in a dedicated purpose enterprise/district account? **Yes** No

L. Are you collecting 95% or more of your anticipated sewer revenue? **Yes** No

M. Are Debt Service Reserve Fund requirements being met? **Yes** No

N. Where are sewer revenues maintained? General Fund Combined Utilities Fund **Other:** Dedicated Sewer Fund not combined with other utilities

O. What was the average annual User Charge for 2023? If there is more than one rate divide the total municipal yearly User Charge collected, by the total number of connections.
__$654_____

P. Do you have a water and/or sewer customer assistance program (CAP)? Yes **No**

Part II: OPERATING REVENUES AND RESERVES - Please answer the following questions regarding OPERATING REVENUES AND RESERVES.

Q. Are property taxes or other assessments applied to the sewer systems? Yes **No**

R. Revenue from these taxes = __0_____

S. Are sewer revenues sufficient to cover operations & maintenance costs, and repair & replacement costs (OM&R) at this time? **Yes** No

T. Are projected sewer revenues sufficient to cover operation, maintenance, and repair (OM&R) costs for the next five years? **Yes** No

U. Does the sewer system have sufficient staff to provide proper OM&R? **Yes** No

V. Has a repair and replacement sinking fund been established for the sewer system? **Yes** No

W. Is the repair & replacement sinking fund sufficient to meet anticipated needs? **Yes** No

Part III: Capital Improvements, Revenues and Reserves. - Please answer the following questions regarding Capital Improvements, Revenues and Reserves.

X. Are sewer revenues sufficient to cover all costs of current capital improvements projects? **Yes** No

Y. Has a Capital Improvements Reserve Fund been established to provide for anticipated capital improvement projects? **Yes** No

Z. Are projected Capital Improvements Reserve Funds sufficient for the next five years? **Yes** No

AA. Are projected Capital Improvements Reserve Funds sufficient for the next ten years? **Yes** No

AB. Are projected Capital Improvements Reserve Funds sufficient for the next twenty years? **Yes** No

Part IV: FISCAL SUSTAINABILITY REVIEW - Please answer the following questions regarding FISCAL SUSTAINABILITY REVIEW.

AC. Have you completed a rate study within the last five years? **Yes** No

AD. Do you charge Impact fees? **Yes** No

AE. Impact Fee (if not a flat fee, use average of all collected fees) = _$6,225.00_____

AF. Have you completed an impact fee study in accordance with UCA 11-36a-3 within the last five years? Yes **No**

AG. Do you maintain a Plan of Operations? **Yes** No

AH. Have you updated your Capital Facility Plan within the last five years? Yes No

AI. In what year was the Capital Facility Plan last updated? __2007_____

AJ. Do you use an Asset Management system for your sewer systems? Yes **No**

AK. Do you know the total replacement cost of your sewer system capital assets? **Yes** No

AL. Replacement Cost = _$9,840,448_____

AM. Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost? Yes **No**

AN. What is the sewer/treatment system annual asset renewal cost as a percentage of its total replacement cost? ___0.00_____

AO. Describe the Asset Management System. Check all that apply

- ☐ Spreadsheet
- ☐ GIS
- ☐ Accouting Software
- ☐ Specialized Software

AP. Please answer the following: - 2023 Capital Assets Cumulative Depreciation? _Perry: $471,199 Willard: $248,157.30_____

AQ. Please answer the following: - 2023 Capital Assets Book Value? Book Value = total cost - accumulated depreciation _Perry: $12,334,008; Willard: $9,383,351_____

Part V: PROJECTED CAPITAL INVESTMENT COSTS - Please answer the following questions regarding PROJECTED CAPITAL INVESTMENT COSTS.

AR. Cost of projected capital improvements - Please enter a valid numerical value. - 2023?
_____$0_____

AS. Cost of projected capital improvements - Please enter a valid numerical value. - 2024 through 2028?
_____$0_____

AT. Cost of projected capital improvements - Please enter a valid numerical value. - 2029 through 2033?
_____$0_____

AU. Cost of projected capital improvements - Please enter a valid numerical value. - 2034 through 2038?
_____$0_____

AV. Cost of projected capital improvements - Please enter a valid numerical value. - 2039 through 2043?
_____$0_____

AW. Purpose of Capital Improvements - 2023? Check all that apply.

- ☐ Replace/Restore
- ☐ New Technology
- ☐ Increased Capacity

AX. Purpose of projected Capital Improvements - 2024 through 2028? - Check all that apply.

☐ Replace/Restore
☐ New Technology
☐ Increased Capacity

AY. Purpose of projected Capital Improvements - 2029 through 2033 Check all that apply.?

☐ Replace/Restore
☐ New Technology
☐ Increased Capacity

AZ. Purpose of projected Capital Improvements - 2034 through 2038? - Check all that apply.

☐ Replace/Restore
☐ New Technology
☐ Increased Capacity

BA. Purpose of projected Capital Improvements from 2039 through 2043? - Check all that apply.

☐ Replace/Restore
☐ New Technology
☐ Increased Capacity

BB. To the best of my knowledge, the Financial Evaluation section is completed and accurate. **True**
False

Note: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of the assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please send an email to wqinfodata@utah.gov and we will contact you as soon as possible. You may also visit our Frequently Asked Questions page.

BC. Do you have a collection system?

The answer to this question is obvious in most cases, but for clarification, some wastewater systems consist of only wastewater collections (answer Yes). Some wastewater systems do not have a collection system but receive wastewater from separate collection system jurisdictions (answer No). Some wastewater systems have treatment and collections and consider their entire system as one entity (answer Yes). Some wastewater systems have treatment and collections, but consider their collections a separate entity from treatment (answer No). If you have treatment but have an independent collection system and you answered "No," you must enter your collection system separately as an independent response to the survey. **Yes** No

---

“If Yes” you will go to the Collection Section

“If No” you will go to a choice of which Treatment section

Perry Collection System - The collection of wastewater in a system of pipes and possibly pump stations that deliver wastewater to a treatment system that may or may not be independent of the treatment system.

BD. This form is completed by [name]? - The person completing this form may receive Continuing Education Units (CEUs). _Zach Allen_____

Part I: SYSTEM DESCRIPTION - Please answer the following questions regarding SYSTEM DESCRIPTION.

BE. What is the largest diameter pipe in the collection system? - Please enter the diameter in inches. _30 inches_____

BF. What is the average depth of the collection system? - Please enter the depth in feet. __8 ft.__

BG. What is the total length of sewer pipe in the collection system? - Please enter the length in miles. _36 miles_____

BH. How many lift/pump stations are there in the collection system? _____2_____

BI. What is the largest capacity lift/pump station in the collection system? - Please enter the design capacity in gpm. ____200_____

BJ. Do seasonal daily peak flows exceed the average peak daily flow by 100 percent or more? Yes No

BK. What year was your collection system first constructed (approximately)? ____1973_____

BL. In what year was the largest diameter sewer pipe in the collection system constructed, replaced or renewed? If more than one, cite the oldest. ____2006_____

Part II: DISCHARGES - Please answer the following questions regarding DISCHARGES.

BM. How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt? _____0_____

BN. How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure (except plugged laterals)? _____0_____

Sanitary Sewer Overflow (SSO)

Class 1 - a Significant SSO means a SSO backup that is not caused by a private lateral obstruction or problem that:

a) affects more than five private structures;
b) affects one or more public, commercial or industrial structure(s);
c) may result in a public health risk to the general public;
d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
e) discharges to Waters of the State.

Class 2 - a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria

BO. What is the number of Class 1 SSOs in Calendar year 2023? _____0_____

BP. What is the number of Class 2 SSOs in Calendar year 2023? _____0_____

BQ. Please indicate what caused the SSO(s) in the previous question. _____

BR. Please specify whether the SSOs were caused by contract or tributary community, etc.

_____

Part III: NEW DEVELOPMENT - Please answer the following questions regarding NEW DEVELOPMENT.

BS. Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more? Yes **No**

BT. Are new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more? Yes **No**

BU. What is the number of new commercial/industrial connections in 2023? _____0_____

BV. What is the number of new residential sewer connections added in 2023? _____50_____

BW. How many equivalent residential connections are served? _____2296_____

Part IV: OPERATOR CERTIFICATION - Please answer the following questions regarding OPERATOR CERTIFICATION.

BX. How many collection system operators do you employ? _____4_____

BY. What is the approximate population served? ___6000_____

BZ. State of Utah Administrative Rules require all public system chief operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at no less than the Facility's Grade. List the designated Chief Operator/DRC for the Collection System by: First and Last Name, Grade, and email. Grades: Grade I, Grade II, Grade III, and Grade IV. _____Zach Allen_____

_____zach.allen@perrycity.org_____

_____Grade II_____

CA. Please list all other Collection System operators with DRC responsibilities in the field, by name and certification grade. Please separate names and certification grade for each operator by commas. Grades: Grade I, Grade II, Grade III, and Grade IV. _____

_____

_____

CB. Please list all other Collection System operators by name and certification grade. Please separate names and certification grades for each operator by commas. Grades: Grade I, Grade II, Grade III, and Grade IV.

__Taylor Clark, Destry Roskelley, Emma Wilde_____

_____

_____

CC. Is/are your collection DRC operator(s) currently certified at the appropriate grade for this facility? **Yes** No

Part V: FACILITY MAINTENANCE - Please answer the following questions regarding FACILITY MAINTENANCE.

CD. Have you implemented a preventative maintenance program for your collection system? **Yes** No

CE. Have you updated the collection system operations and maintenance manual within the past 5 years? Yes **No**

CF. Do you have a written emergency response plan for sewer systems? **Yes** No

CG. Do you have a written safety plan for sewer systems? Yes **No**

CH. Is the entire collections system TV inspected at least every 5 years? **Yes** No

CI. Is at least 85% of the collections system mapped in GIS? **Yes** No

Part VI: SSMP EVALUATION - Please answer the following questions regarding SSMP EVALUATION.

CJ. Have you completed a Sewer System Management Plan (SSMP)? **Yes** No

CK. Has the SSMP been adopted by the permittee's governing body at a public meeting? **Yes** No

CL. Has the completed SSMP been public noticed? **Yes** No

If "yes" then the question below.

CM. Date of Public Notice? October 2015

If "no" then the question below.

CN. When will the SSMP be public noticed? _____

CO. During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan? Yes **No**

CP. What adjustments were made to the SSMP (i.e. line cleaning, CCTV inspections, manhole inspections, and/or SSO events)? None

CQ. During 2023, was any part of the SSMP audited as part of the five-year audit? Yes **No**

CR. If yes, what part of the SSMP was audited and were changes made to the SSMP as a result of the audit?

_____

CS. Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Plan? Yes **No**

Part VII: NARRATIVE EVALUATION - Please answer the following questions regarding NARRATIVE EVALUATION.

CT. Describe the physical condition of the sewerage system: (lift stations, etc. included) __In good shape for the most part. No Major Issues_____

CU. What sewerage system capital improvements does the utility need to implement in the next 10 years?___None besides new development_____

CV. What sewerage system problems, other than plugging, have you had over the last year? __None___

_____

CW. Is your utility currently preparing or updating its capital facilities plan? Yes **No**

CX. Does the municipality/district pay for the continuing education expenses of operators?

- × **100%**
- ☐ Partially
- ☐ Does not pay

CY. Is there a written policy regarding continued education and training for wastewater operators? **Yes** No

CZ. Do you have any additional comments?

_____

DA. To the best of my knowledge, the Collections System section is completed and accurate. **True** False

Note: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of the assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please send an email to wqinfodata@utah.gov and we will contact you as soon as possible. You may also visit our Frequently Asked Questions page.

You have either just completed or just bypassed questions about a Collection System. This section (the questions below) determines the next set of questions that you will be presented based on the choice you make for treatment.

DB. What kind of wastewater treatment do you have in your wastewater treatment system?

If you have treatment, you must choose from Mechanical Plant, Discharging Lagoon, or Non-Discharging Lagoon. If you don't have treatment then choose "No Treatment." Choose only one answer.

- × **Mechanical Plant**
- ☐ Discharging Lagoon
- ☐ Non-Discharging Lagoon
- ☐ No Treatment of Wastewater

Mechanical Plant

DC. Form completed by [name]? - The person completing this form may receive Continuing Education Units (CEUs). Jeff Hollingsworth, Plant Manager

DD. What is the design basis or rated capacity for average daily flow in MGD? ____2.0_____

DE. What is the design basis or rated capacity for average daily BOD loading in lb/day?

_____3336_____

DF. What is the design basis or rated capacity for average daily TSS loading in lb/day?

_____3336_____

DG. What was the 2023 average daily flow in MGD? ____.78_____

DH. What was the 2023 average daily loading for BOD in lb/day? ____1411_____

DI. What was the 2023 average daily loading for TSS in lb/day? ___1392_____

DJ. What is the percent of capacity used by the 2023 average daily flow? ___39_____

DK. What is the percent of capacity used by the 2023 average daily BOD load? ___42_____

DL. What is the percent of capacity used by the 2023 average daily TSS? _____42_____

Part II: EFFLUENT INFORMATION - Please answer the following questions regarding EFFLUENT INFORMATION.

DM. How many Notices of Violations (NOVs) did you receive for this facility in 2023?
_____0_____

DN. How many days in the past year was there a bypass or overflow of wastewater at the facility due to high flows? _____0_____

Part III: FACILITY AGE - Please answer the following questions regarding FACILITY AGE.

DO. In what year was your HEADWORKS evaluated? ___2010_____

DP. In what year was your HEADWORKS most recently constructed, upgraded, or renewed?
____2010_____

DQ. What is the age of your HEADWORKS? ____2010_____

DR. In what year was your PRIMARY TREATMENT evaluated? ____2010_____

DS. In what year was your PRIMARY TREATMENT constructed, upgraded or renewed?
_____2010_____

DT. What is the age of your PRIMARY TREATMENT? ____2010_____

DU. In what year was your SECONDARY TREATMENT evaluated? ___2010_____

DV. In what year was your SECONDARY TREATMENT constructed, upgraded or renewed?
___2010_____

DW. What is the age of your SECONDARY TREATMENT? ____2010_____

DX. In what year was your TERTIARY TREATMENT evaluated? __n/a_____

DY. In what year was your TERTIARY TREATMENT constructed, upgraded or renewed?
__n/a_____

DZ. What is the age of your TERTIARY TREATMENT? _____n/a_____

EA. In what year was your SOLIDS HANDLING evaluated? ____2010_____

EB. In what year was your SOLIDS HANDLING constructed, upgraded or renewed?
__2010_____

EC. What is the age of your SOLIDS HANDLING? ___13_____

ED. In what year was your DISINFECTION evaluated? __2010_____

EE. In what year was your DISINFECTION constructed, upgraded or renewed? _____2010_____

EF. What is the age of your DISINFECTION? _____13_____

EG. In what year was your LAND APPLICATION/DISPOSAL evaluated? ____n/a_____

EH. In what year was your LAND APPLICATION/DISPOSAL constructed, upgraded or renewed?
____n/a_____

EI. What is the age of your LAND APPLICATION/DISPOSAL? ____n/a_____

Part IV: DISCHARGES - Please answer the following questions regarding DISCHARGES.

EJ. How many days in the last year was there a bypass or overflow of wastewater at the facility due to equipment failure? _____0_____

Part V: BIOSOLIDS HANDLING - Please answer the following questions regarding BIOSOLIDS HANDLING.

EK. Biosolids disposal (check all that apply)

- ☐ Landfill
- ☐ Land Application
- × **Give Away/Other Distribution**

Part VI: NEW DEVELOPMENT - Please answer the following questions regarding NEW DEVELOPMENT.

EL. Number of new commercial/industrial connections in the last year? _____

EM. Number of new residential sewer connections added in the last year? _____

EN. Equivalent residential connections served? _____

Part VII: OPERATOR CERTIFICATION

EO. How many treatment system operators do you employ? _____2_____

EP. State of Utah Administrative Rules require all public system chief operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at no less than the Facility's Grade. List the designated Chief Operator/DRC for the Treatment System by: First and Last Name, Grade, and email.

Grades: Grade I, Grade II, Grade III, and Grade IV. __Jeffrey A. Hollingsworth___Grade III Hollinja60@gmail.com

EQ. Please list all other wastewater treatment system operators with DRC responsibilities in the field, by name and certification grade. Please separate names and certification grade for each operator by commas.

Grades: Grade I, Grade II, Grade III, and Grade IV. _____n/a_____

ER. Please list all other wastewater treatment operators by name and certification grade. Please separate names and certification grades for each operator by commas.

Grades: Grade I, Grade II, Grade III, and Grade IV. __Jason Schmidt Grade II_____

ES. Is/are your DRC operator(s) currently certified at the appropriate grade for this facility? **Yes** No

Part VIII: FACILITY MAINTENANCE - Please answer the following questions regarding FACILITY MAINTENANCE.

ET. Have you implemented a written preventative maintenance program for your treatment system? **Yes** No

EU. Have you updated the treatment system operations and maintenance manual within the past 5 years? Yes **No**

EV. Please identify (below) the types of treatment equipment and processes installed at your facility.

Indicate as many as you need.

- × **Screens**
- × **Grit Removal**
- × **Primary Clarifier**
- ☐ Imhoff Tanks
- × **Fixed Film Reactor**
- × **Activated Sludge**
- × **Aerobic Suspended Growth Variations**
- ☐ Anaerobic Suspended Growth Variations
- ☐ Physical-Chemical Systems for Organic Removal w/o Secondary Treatment
- ☐ Physical-Chemical Systems for Organic Removal Following Secondary Treatment
- ☐ Membrane Filtration
- ☐ Suspended-Growth Nitrification and Denitrification
- ☐ Air Stripping
- × **Phosphorus Removal - Chemical**

- × **Phosphorus Removal - Biological**
- ☐ Ion Exchange
- ☐ Reverse Osmosis
- ☐ Media Filtration
- ☐ Dissolved Air Flotation
- ☐ Micro Screens
- ☐ Chlorine Disinfection
- × **UV Disinfection**
- × **Effluent Use/Reuse**

EW. To the best of my knowledge, the Mechanical Plant section is completed and accurate. **True** False

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Discharging Lagoon – N/A

EX. This form is completed by [name]? The person completing this form may receive Continuing Education Units (CEUs). _____

Part I: Influent Information - Please answer the following questions regarding INFLUENT into your lagoon.

EY. What is the design basis or rated capacity for average daily flow in MGD? _____

EZ. What is the design basis or rated capacity for average daily BOD loading in lb/day?

_____

FA. What is the design basis or rated capacity for average daily TSS loading in lb/day?

_____

FB. What was the 2023 average daily flow in MGD? _____

FC. What was the 2023 average daily loading for BOD in lb/day? _____

FD. What was the 2023 average daily loading for TSS in lb/day? _____

FE. What is the percent of capacity used by the 2023 average daily flow? _____

FF. What is the percent of capacity used by the 2023 average daily BOD load? _____

FG. What is the percent of capacity used by the 2023 average daily TSS? _____

Part II: EFFLUENT INFORMATION. - Please answer the following questions regarding EFFLUENT.

FH. How many notices of violation (NOV)s did you receive for this facility in 2023?

_____

Part III: DISCHARGES - Please answer the following questions regarding DISCHARGES.

FI. How many days in the past year was there a bypass or overflow of wastewater at the facility due to high flows? _____

FJ. How many days in the past year was there a bypass or overflow of wastewater at the facility due to equipment failure? _____

Part IV: FACILITY AGE - Please answer the following questions about FACILITY AGE. If your plant does not have the treatment unit please enter N/A.

FK. In what year was your HEADWORKS evaluated? _____

FL. In what year was your HEADWORKS most recently constructed, upgraded, or renewed?

_____

FM. What is the age of your HEADWORKS? _____

FN. In what year was your LAGOON evaluated? _____

FO. In what year was your LAGOONS (including aeration) most recently constructed, upgraded, or renewed? _____

FP. What is the age of your LAGOONS (including aeration)? _____

FQ. In what year was your DISINFECTION SYSTEM evaluated? _____

FR. In what year was your DISINFECTION SYSTEM most recently constructed, upgraded, or renewed?

_____

FS. What is the age of your DISINFECTION SYSTEM? _____

FT. In what year was your LAND APPLICATION/DISPOSAL evaluated? _____

FU. In what year was your LAND APPLICATION/DISPOSAL most recently constructed, upgraded, or renewed? _____

FV. What is the age of your LAND APPLICATION/DISPOSAL? _____

Part V: NEW DEVELOPMENT - Please answer the following questions regarding NEW DEVELOPMENT.

FW. How many commercial/industrial connections were added in 2023? _____

FX. How many residential sewer connections were added in 2023? _____

FY. How many equivalent residential connections did you serve in 2023? _____

Part VI: OPERATOR CERTIFICATION - Please answer the following questions regarding OPERATOR CERTIFICATION

FZ. How many treatment operators do you employ? _____

GA. Utah administrative rules require all public system chief operators with Direct Responsible Charge (DRC) to be appropriately certified at no less than the facilitie's grade. Please list the designated Chief Operator/DRC for the Wastewater Treatment system below. Please give their first and last name, grade level, and email address. Grades: Grade I, Grade II, Grade III, and Grade IV. _____

_____

GB. Please list all other Wastewater Treatment system operators with DRC responsibilities in the field, by name and certification grade. Please separate names and certification grade for each operator by commas. Grades: Grade I, Grade II, Grade III, and Grade IV. _____

_____

GC. Please list all other Wastewater Treatment operators by name and certification grade. Please separate names and certification grades for each operator by commas.

Grades: Grade I, Grade II, Grade III, and Grade IV. Include operators with no certification. _____

_____

GD. Is/are all your DRC operators currently certified at the appropriate grade level for this facility? Yes No

Part VII: FACILITY MAINTENANCE - Please answer the following questions regarding FACILITY MAINTENANCE.

GE. Have you implemented a preventative maintenance program for your treatment system? Yes No

GF. Have you updated the treatment system operations and maintenance manual within the past five years? Yes No

GG. Identify the types of treament units at your facility.

- ☐ Screening
- ☐ Grit Removal
- ☐ Lagoon Variations
- ☐ Phosphorous Treatments
- ☐ Chlorine Disinfection
- ☐ UV Disinfection
- ☐ Land Application/Disposal

GH. To the best of my knowledge I certify the discharging lagoon portion of the MWPP survey to be correct and accurate. True False

Note: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of the assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please send an email to wqinfodata@utah.gov and we will contact you as soon as possible. You may also visit our Frequently Asked Questions page.

Non-Discharging Lagoon

GI. This form is completed by [name]? The person completing this form may receive Continuing Education Units (CEUs). _____

Part I: INFLUENT INFORMATION - Please answer the following questions regarding INFLUENT into your lagoon.

GJ. What is the design basis or rated capacity for average daily flow in MGD? _____

GK. What is the design basis or rated capacity for average daily BOD loading in lb/day? _____

GL. What is the design basis or rated capacity for average daily TSS loading in lb/day? _____

GM. What was the 2023 average daily flow in MGD? _____

GN. What was the 2023 average daily loading for BOD in lb/day? _____

GO. What was the 2023 average daily loading for TSS in lb/day? _____

GP. What was the percent capacity used by the 2023 average daily flow? _____

GQ. What was the percent capacity used by the 2023 daily average BOD? _____

GR. What was the percent capacity used by the 2023 daily average TSS? _____

Part II: FACILITY AGE - Please answer the following questions about FACILITY AGE. If your plant does not have the treatment unit please enter N/A.

GS. In what year was your HEADWORKS most recently evaluated? _____

GT. In what year was your HEADWORKS most recently constructed, upgraded, or renewed? _____

GU. What is the age of your HEADWORKS? _____

GV. In what year was your LAGOONS (including aeration) evaluated? _____

GW. In what year was your LAGOONS (including aeration) most recently constructed, upgraded, or renewed? _____

GX. What is the age of your LAGOONS (including aeration)? _____

GY. In what year was your DISINFECTION SYSTEM evaluated? _____

GZ. In what year was your DISINFECTION SYSTEM evaluated? _____

HA. What is the age of your DISINFECTION SYSTEM? _____

HB. In what year was your LAND APPLICATION/DISPOSAL evaluated? _____

HC. In what year was your LAND APPLICATION/DISPOSAL most recently constructed, upgraded, or renewed? _____

HD. What is the age of your LAND APPLICATION/DISPOSAL? _____

Part III: DISCHARGES - Please answer the following questions regarding DISCHARGES.

HE. How many days in the past year was there a bypass or overflow of wastewater at the facility due to high flows? _____

HF. How many days in the past year was there a bypass or overflow of wastewater at the facility due to equipment failure? _____

Part IV: NEW DEVELOPMENT - Please answer the following questions regarding NEW DEVELOPMENT.

HG. How many commercial/industrial connections were added in 2023? _____

HH. How many residential sewer connections were added in 2023? _____

HI. How many equivalent residential connections did you serve in 2023? _____

Part V: OPERATOR CERTIFICATION - Please answer the following question regarding OPERATOR CERTIFICATION.

HJ. How many treatment operators do you employ? _____

HK. Utah administrative rules require all public system chief operators with Direct Responsible Charge (DRC) to be appropriately certified at no less than the facility's grade. Please list the designated Chief Operator/DRC for the wastewater treatment system below. Please give their first and last name, grade level, and email address. Grades: Grade I, Grade II, Grade III, and Grade IV. _____

_____

HL. Please list all other wastewater treatment system operators with DRC responsibilities in the field, by name and certification grade. Please separate names and certification grade for each operator by commas. Grades: Grade I, Grade II, Grade III, and Grade IV. _____

_____

HM. Please list all other wastewater treatment operators by name and certification grade. Please separate names and certification grades for each operator by commas. Grades: Grade I, Grade II, Grade III, and Grade IV. Include operators that are not certified. _____

_____

HN. Is/are all your DRC operators currently certified at the appropriate grade level for this facility? Yes No

Part VI: FACILITY MAINTENANCE - Please answer the following questions regarding FACILITY MAINTENANCE.

HO. Have you implemented a preventative maintenance program for your treatment system? Yes No

HP. Have you updated the treatment system operations and maintenance manual within the past five years? Yes No

HQ. To the best of my knowledge I certify the non-discharging lagoon portion of the MWPP survey to be correct and accurate. True False

Note: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of the assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please send an email to wqinfodata@utah.gov and we will contact you as soon as possible. You may also visit our Frequently Asked Questions page.

Adopt & Sign

HR. I have reviewed this report and to the best of my knowledge the information provided in this report is correct. **True** False

HS. Has this been adopted by the City Council or District Board? Yes No

"If No"

HT. What date will it be presented to the City Council or District Board? _____

"If Yes"

HU. What date was this adopted by City Council or District Board? _____

(At this point you can choose to have a copy of your responses sent to you in a report, if you turn it on before you submit.)

THE END

PERRY CITY COUNCIL MEETING
PERRY CITY OFFICES
February 22, 2024 7:02 PM

OFFICIALS PRESENT:	Mayor Kevin Jeppsen presided and conducted the meeting. Council Member Nathan Tueller, Council Member Blake Ostler, Council Member Dave Walker, and Council Member Toby Wright
OFFICIALS ABSENT:	Council Member Ashley Young
CITY STAFF PRESENT:	Bob Barnhill, City Administrator Shanna Johnson, City Recorder Scott Hancy, Chief of Police Zach Allen, Public Works Director Bill Morris, City Attorney
OTHERS PRESENT:	Bryan Dana
ON-LINE:	Nelson Phillips (BENJ), Fred Philpot (LRB), and JJ Johnson

ITEM 1: CALL TO ORDER

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

ITEM 2: PROCEDURAL ISSUES

A. Conflict of Interest Declaration

None.

ITEM 3: PUBLIC HEARING

A. Proposed Water Impact Fees & Park Impact Fees

Mr. Barnhill said that the city council had a work session and he had consulted with Lewis, Robertson, & Burningham (LRB) on this item. He recounted that LRB along with Jones & Associates did a study to assess Perry City's water and park impact fees. He explained the study and gave the scenarios examples from the study, which proposed increases in culinary water impact fees and park impact fees, see proposed fees below:

- Culinary Water Impact Fee (scenario 1, indoor only) - $10.800
- Culinary Water Impact Fee (scenario 2, indoor & outdoor) - $24,052
- Park Impact Fees - $1,944

. Mr. Barnhill noted that the council may accept the proposed fees or come up with their own amounts. Council Member Tueller asked if the impact fees were only used on new improvements and Mr. Barnhill responded that they can only be used for new infrastructure to accommodate the growth.

B. Resolution 2024-03 Adopting a Fiscal Year 2024 Budget Amendment

Ms. Johnson said the budget amendment was needed since the $200k grant the city received was increased to $600k and that the city also needed to allocate the 20% match required with this grant. She listed the accounts where she made the adjustments. She advised that $250,019.69 in additional Class C funds have been allotted to the City as part of the transportation tax changes the County made and has been reflected in the amendment. She said that she also changed the way administration wages were allocated to allow for new transparency reporting related to inspection and development expenses. She explained that the budget amendment for wage allocations was a net zero change and allowed for better transparency reporting. She reported that the projected unrestricted General Fund Balance was 16.84%, and the city still has a healthy fund balance.

Public Hearing Opened at 7:14 p.m.

No Comments

Public Hearing Closed at 7:15 p.m.

ITEM 4: ACTION ITEMS (Roll Call Vote)

A. Resolution 2024-03 Adopting a Fiscal Year 2024 Budget Amendment

Council Member Ostler commented that this $250k Class-C fund allotment will be a one-time event. He clarified that part of the expenditure of this money will go to purchasing a roads management software, which will help develop a plan for road maintenance. Bob Barnhill and Zach Allen confirmed that this was the plan. He then inquired about the unrestricted fund balance percentage and whether or not the grant funds were restricted and if they would impact the unrestricted percentage. Ms. Johnson said she was not sure but would look into that question, she said if this were the case the percentage would go up. Council Member Ostler wanted to clarify this as 15% fund balance, in his mind, has always been a safe limit to keep the fund balance. Ms. Johnson said she will look into the grant funds and noted that the city began the fiscal year with $1,926,015 and with the budget amendments that have taken place the city still has $1,452,977 in unrestricted funds, this is a healthy fund balance and is within state compliance. Ms. Johnson answered and explained other questions and concerns given by the council members.

MOTION: Council Member Tueller made a motion to approve Resolution 2024-03 Adopting a Fiscal Year 2024 Budget Amendment. Council Member Wright seconded the motion.

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

Motion Approved. 4 Yes, 0 No

B. Resolution 2024-04 Adopting Water Capital Facilities Plans

Mr. Barnhill explained that this Culinary Water Capital Facilities Plan was the first step the engineers took in creating the impact fee study. Council Member Ostler said that in the title of the resolution "associated" should be "associates". He pointed out page 6 of the study report and the water loss

mentioned in that section. Mr. Barnhill replied that water usage and water loss had been an issue for a while. He explained that there were a lot of different causes for these losses and several reasons they (Public Works Department) struggle to fix them. Council Member Ostler noted that on page 14 in the second to last paragraph "thirteen (15)" needs to be clarified with the engineers.

MOTION: Council Member Wright made a motion to approve Resolution 2024-04 Adopting Water Capital Facilities Plans with (corrections to the) typographical errors. Council Member Tueller seconded the motion.

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

Motion Approved. 4 Yes, 0 No

C. Ordinance 24-B Adopting the Impact Fee Enactment Including the Impact Fees From the Public Hearing and Other Governing Regulations

Council Member Walker asked why the impact study showed both the indoor and outdoor use scenarios and Mr. Barnhill responded that it was because the city has had those scenarios come up in the past. Mr. Barnhill then expounded that in the future forecast, secondary water might not be available for all areas of new development. He said that the city needs to make sure to collect enough water to offset the additional impact. He mentioned that the intent would be to have the impact fees reflected with both scenarios.

Mr. Allen commented that city metered water tracking observation showed outdoor water usage increased approximately three times during the warmer months. Mr. Philpot explained that if (right now all) new developments were Scenario 2 (Indoor and Outdoor Use) there would not be enough water storage to handle the demand. Council Member Walker was concerned with the impact fees and having the funds for a water storage system. Council Member Ostler gave his perspective of the study then stated that it may be done again in five years. Council Member Tueller commented that impact fees are dependent on growth and asked if there was a code requiring new development to use secondary water. Mr. Barnhill said that the code has been updated to state that the development shall bring (build the infrastructure) secondary water into the development.

The council members discussed and were concerned with the proposed threefold increase of the impact fee. Mr. Morris calmed them by explaining the fees will be more specific and may adjust (with negotiation) per development. He said Perry City has a lot of room to grow with a lot of potential for growth therefore the impact fees should be high to accommodate the growth until the city gets built out. Council Member Tueller asked how to gauge (or negotiate) the impact fee per development and Mr. Morris responded that they could base it off the study and current costs. Mr. Morris explained that the old ordinances did not follow the new state law and this ordinance will allow Mr. Barnhill the flexibility with the new system to negotiate these impact fees depending on the development. Council Member Tueller and Mr. Morris considered different cases where the impact fee might be adjusted to be fair to the developer and the city.

Council Member Ostler said that in section one of the ordinance there was a number typo "15" should be "13". He asked if the reference to the City's Fee Schedule in section 13.05.060 meant that the fees may be updated without including the changes in this ordinance and Mr. Morris responded that it was. Council Member Tueller commented that the current fee schedule has different fees for the different sizes of meters and the proposed impact fee does not have the cost listed this way. Mr. Barnhill said the proposed impact fee will be charged by the equivalent residential unit (ERU). Council Member Ostler commented on the guarantee by LRB in the water study and the formula used to get the impact fee calculations. Then, he asked what unit of measurement in the park impact fee study will go in the Perry City consolidated fee schedule and Mr. Philpot responded that it would be the per household unit.

Council Member Wright asked if there was a high potential for litigation if the city imposes these high impact fees. Mr. Morris responded that developers would have to exhaust their administrative internal remedies before they could sue the city. Council Member Ostler expressed his concerns that the inexperienced or small developer might not know he can negotiate the impact fees. Mr. Philpot said developers of all sizes look at impact fees and will have that dialog because it was fairly common to know the (negotiation) impact fee process. Council Member Wright said he was uneasy about approving this ordinance because the increase was so high but that the city needs to be sustainable, and it needs to be preserved to the standard of Perry City.

MOTION: Council Member Walker made a motion to approve Ordinance 24-B Adopting the Impact Fee Enactment Including the Impact Fees from the Public Hearing and Other Governing Regulations, with the typographical correction that were noted earlier in the discussion. Council Member Tueller seconded the motion.

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

Motion Approved. 4 Yes, 0 No

D. Ordinance 24-C Repeal Dog Licenses

Mr. Barnhill said that the city administration reviewed the dog licensing process. He explained that staff had an internal conversation and were looking for opportunities to reduce the burdens and processes required on the citizens. The city administration considered what purpose the dog licensing fulfilled and if it was providing the benefit, we hoped it would. He said the culture of dog care has shifted and the animals seem to get (good) health care. He mentioned that with this repeal the city would have around $2,200 in revenue loss.

Council Member Wright asked what percentage of dog owners presently got an (animal) license and Chief Hancey said he has found that approximately 1 out of every 25 dogs were licensed. Council Member Ostler said there were other costs to the city associated with animal management and he did not want to take away the revenue to offset these costs. He recommended maximizing the

penalty for not having a dog license. Chief Hancey commented that they did not have many situations where they imposed the fines. The council members, Chief Hancey, and Mr. Morris discussed annoyances and issues with dogs and the need for owner accountability. Council Member Tueller said he was okay with repealing the dog license because he did not want the obedient dog owners subsidizing the other (non-licensing) dog owners. Mr. Morris said if the council wants, they may increase the fees on animal violations. Chief Hancey added that most of the police calls are for barking dogs and that the dog registration does not have anything to do with that.

MOTION: Council Member Walker made a motion to approve Ordinance 24-C Repeal Dog Licenses. Council Member Tueller seconded the motion.

ROLL CALL: Council Member Young, Absent
Council Member Walker, Yes
Council Member Ostler, No
Council Member Wright, No
Council Member Tueller, Yes
Mayor Jeppsen, Yes - Tie Breaker

Motion Approved. 3 Yes, 2 No

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

A. Approval of Consent Items

- February 03, 2024 City Council Retreat Meeting Minutes
- February 08, 2024 City Council Work Session Minutes
- February 08, 2024 City Council Meeting Minutes

Council Member Ostler said that in the retreat minutes on line 66 that "AARP" should have been "ARPA". And in the work session minutes line 48 and 49 needs better clarification such as stating, "times the estimated population unit EPU or $6,493 per household" at the end of the sentence. Then in the regular meeting on line 78 "forth" should be "fourth". He also said that on line 109 he recalls that it was the resolution title that the name was not the same as in the lease agreement. Council Member Wright said in the retreat minutes on line 136 he said "metrics" instead of "matrix".

MOTION: Council Member Wright made a motion to approve the consent items listed with the corrections. Council Member Walker seconded the motion.

Motion Approved. All Council Members were in favor.

B. Mayor's Reports

Mayor Jeppsen reported that they had an administrative meeting concerning making upgrades at the gun range. He explained that the city has purchased equipment that will streamline the check-in and payment process for the patrons at the range. He mentioned the gun range was projected to open on Saturday, March 23. Next, he commented on the two local animal control shelters and how they were full and that they have plans of expanding them. He said it was not the goal of the Perry City Police

Department to have animal control patrols and wondered if the city could justify a part-time animal control officer (to offer this service).

C. Council Reports

Council Member Tueller said the sewer board was creating their budget and said they were concerned with a replacement switch being complete by the end of the fiscal year and with losing the allocated funds. He mentioned that they were surprised that the motor they purchased came in $50.00 under budget and that it was a good thing to have happened. He noted that their equipment was healthy right now.

D. Staff Comments

Mr. Barnhill introduced Bryan Dana as a new tenant (to the city) in the lodge and welcomed him (and his business).

Mr. Allen reported that Public Works was now fully staffed. He followed up with a comment about the water study and said that the water loss was down 20% from last year and they were continuing to work on improving it.

E. Planning Commission Report

None.

ITEM 6: EXECUTIVE SESSION

None needed.

ITEM 10: ADJOURNMENT

MOTION: Council Member Walker made a motion to adjourn the meeting.

Motion Approved. All Council Members were in favor.

The meeting adjourned at 9:11 p.m.

_____ _____

Kevin Jeppsen, Mayor Shanna Johnson, City Recorder

_____

Anita Nicholas, Deputy Recorder