

Thursday, October 10, 2024

PERRY CITY COUNCIL MEETING AGENDA

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

Go to www.perrycityut.gov for meeting access instructions

The Perry City Council will hold an electronic meeting at 1950 S Highway 89 in Perry (use south entrance) 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 registration link on the city web page at: <http://www.perrycityut.gov/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. Action Items (Roll Call Vote)

A. Resolution 2024-16 Interlocal for Building Inspectors

4. 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

▪ September 26, 2024 City Council Meeting Minutes

B. Mayor’s Report

C. Council Reports

D. Staff Comments

E. Planning Commission Report

5. 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.

6. Approx. 8:00 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 3rd day of October, 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

MULTI-JURISDICTIONAL BUILDING INSPECTION SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of the 1st day of May, 2024 by and among BOX ELDER COUNTY, a county of the State of Utah (hereinafter "Box Elder"), BRIGHAM CITY, a municipal corporation of the State of Utah (hereinafter "Brigham"), PERRY CITY, a municipal corporation of the State of Utah (hereinafter "Perry"), and HYDE PARK CITY, a municipal corporation of the State of Utah (hereinafter "Hyde Park"), (all of which collectively referred to as the "Parties" or individually as a "Party").

RECITALS

- A. Each Party has building inspectors with equipment and personnel trained to provide the inspections typically required to ensure compliance with building permits and building regulations.
- B. Each Party desires to cooperate with and assist the others at times to facilitate the timely completion of building inspections.
- C. The Parties wish to benefit all Parties and their residents by entering into an Agreement that sets forth procedures by which a Party may perform a building inspection within another Party's jurisdiction at the request of the Party having jurisdiction.
- D. The Parties also intend to be on one another's "Third-party inspection firm list" as required by §15A-1-105 of the Utah Code.
- E. The Parties intend by this Agreement to assist one another whenever possible, while allowing each Party the sole discretion to determine when its personnel and/or equipment cannot be spared, or is available, for assisting other Parties.
- F. This Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to promote the health, safety, and welfare of the citizens of the Parties by providing for mutual assistance and authorizing all participating Parties to combine and share their collective capabilities and resources at the election of each jurisdiction. This Agreement is intended to be complementary and work in conjunction with any other interlocal or aid agreements between or among Parties to this Agreement. Services provided pursuant to this Agreement shall not be used to substitute for or supplant day-to-day full and continuing building inspections within a Party's own geographic area of jurisdiction. If providing assistance becomes burdensome, the Building Officials will investigate ways to overcome the burden.

2. **CONSIDERATION.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein, the sufficiency of which is acknowledged by the Parties by execution of this Agreement.

3. **SERVICE AREA.** The area to be served by this Agreement includes the collective municipal and jurisdictional areas of Box Elder County, Brigham City, Perry City and Hyde Park City service areas specifically identified herein. By signing the Agreement, the governing body of each Party is hereby deemed to have approved the provision of assistance beyond its boundaries, and any assistance provided pursuant to this Agreement shall not require any further approval by the governing body of any Party.

4. **RESPONSE.** The Parties will each provide their available personnel and equipment to assist any other Party upon request by any other Party, provided that the responding Party shall have personnel and equipment reasonably available for use in its own jurisdiction, in the sole discretion of the responding Party. No Party shall be considered an agent of another Party under this Agreement except pursuant to a separate explicit signed agreement to that effect.

a. **Mutual Assistance:** Requests for assistance will typically be made from one Party's Building Official to another Party's Building Official when the requesting Party foresees that the requesting Party will be unable to perform one or more building inspections within three business days of a building permit applicant's request.

b. **Third-Party Inspection Firm List:** The Parties agree to be listed on one another's "third-party inspection firm list" as defined in Utah Code Ann. Section 15A-1-105. If a Party is unable to perform a building inspection within three business days of a building permit applicant's request, and the building permit applicant is therefore entitled to select a third-party inspection firm pursuant to Utah Code Ann. Section 10-6-160(2)(b) or Utah Code Ann. Section 17-36-55(2)(b), and the building permit applicant selects and contacts another Party, the Party contacted by the building permit applicant shall notify the building permit applicant of the contacted Party's availability. At the building permit applicant's request, the contacted party shall schedule the building inspection according to availability.

5. **FEES.** For each calendar month, each responding Party will provide up to eight hours of building inspections to each requesting Party. A Party with jurisdiction over the building permit application will be considered the requesting Party for a building permit applicant's request. Additional hours will be billed at the rate of \$86.00 per hour, plus mileage. At the discretion of the responding Party, the responding Party may bill the requesting Party within 60 days of the end of the

calendar month. Building inspections shall only be provided within the boundaries of the requesting Party and shall not be provided to cover areas outside the boundaries of the requesting Party even if the requesting Party has an agreement to provide service to another party who is not signatory to this Agreement.

6. RIGHT TO DECLINE REQUEST. Responses by a responding Party under this Agreement will be made only when, in the sole discretion of the responding Party, performance will not jeopardize the building inspection services in the jurisdiction of the responding Party.

7. INSURANCE. Each Party is solely responsible for providing workers' compensation and benefits for its own officials, employees, and volunteers who provide services under this Agreement to the extent required by law. Each Party will obtain insurance, become a member of a risk pool, or be self-insured to cover any liability and all costs of defense, including attorney's fees, arising out of services rendered under this Agreement, including negligent acts or omissions to act and the civil rights violations of any person.

8. GOVERNMENTAL IMMUNITY. The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties retain the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area as it possesses in the performance of its duties within its own territorial jurisdiction. All obligations imposed upon the Parties or their employees and volunteers by virtue of the execution of this Agreement are considered within their current scope of employment with each Party.

9. INDEMNIFICATION. Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents involved in providing services and equipment, or the use of such equipment, under the terms of this Agreement. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in law or equity, including attorney's fees. The terms of this paragraph will survive the termination of this Agreement.

10. EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA. The death or injury of any Party's employees or volunteers working outside the territorial limits of the governmental entity will be treated in the same manner as if he/she were killed or injured while that department was functioning within its own territorial limits, including for purposes of receiving benefits under the Utah Workers' Compensation Act.

11. NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED. This Agreement does not relieve any Party to this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law, except that performance of a responding party may be offered in satisfaction of any such obligation or responsibility belonging to the aided Party, to the extent of actual and timely performance thereof by the responding Party.

12. TERM; EXECUTION; AGREEMENT TERMINATION. This Agreement will continue for a period of five (5) consecutive years from the effective date of May 1, 2024 set forth above. Upon its execution by a Party, that Party will become a participant in and subject to the Agreement with all other Parties who have executed the Agreement and circulated their signature pages. The failure of any one Party to execute the Agreement will not invalidate the Agreement as to those Parties who have executed it. Furthermore, each Party reserves the right to terminate its participation under this Agreement for any reason, in its sole discretion, prior to the expiration date by giving thirty (30) days prior written notice of such termination to each of the other Parties. At the end of the initial five (5) year term, the Parties agree to review this Agreement to determine if it continues to meet their needs and its purpose. If no changes are needed and the Parties do not take any action to rescind or amend this Agreement, it will automatically renew for an additional five (5) year term.

13. ADDITIONAL PARTIES. Approval of the governing bodies of the current Parties to the Agreement is not required for acceptance of any requesting entity to be an additional party to this Agreement. Any county or municipality, which has its own building inspectors may make a formal request, in writing, to become a Party by sending such request to the Building Official of each Party. All Parties' Building Officials must consent, in writing, for additional parties to enter this Agreement. If all Parties' Building Officials consent, the requesting entity may execute a counterpart of this Agreement and send it to the other Parties. Upon such execution, the new Party will be bound by the terms and conditions of this Agreement.

14. LAWS OF UTAH. It is understood and agreed by the Parties that this Agreement will be governed by the laws of the State of Utah, both as to interpretation and performance. The forum for the resolution of any legal disputes that arise under

this Agreement will be located in the First Judicial District, State of Utah.

15. SEVERABILITY OF PROVISIONS. If any provision of this Agreement is held invalid or unconstitutional, the remainder shall not be affected thereby.

16. THIRD-PARTIES. This Agreement is not intended and should not be construed to benefit persons or other entities either not named as a Party herein or subsequently added as a Party pursuant to its provisions.

17. TITLES AND CAPTIONS. The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.

18. NON ASSIGNABILITY. No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.

19. NOTICES. All notices and other communications provided for in this Agreement shall be in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the party may designate, return receipt requested. Each Party has set forth in their respective execution page their respective contact information, and such contact information will be applicable until modified in writing.

20. EXECUTION. Each Party agrees that each Party must execute this Agreement by signing, acknowledging, and have their respective Attorney approve this Agreement as to legality and form. Upon such execution of the Agreement, each Party will provide all other Parties with an original execution page.

21. ENTIRE AGREEMENT; NO WAIVER. This Agreement represents the entire agreement among the Parties relating to its subject matter. This Agreement alone fully and completely expresses the agreement of the Parties relating to its subject matter. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as specifically provided for in this Agreement. This Agreement may not be amended or modified, except by a written agreement signed by all Parties. No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or

at any prior or subsequent time.

22. The Parties hereto have executed this Agreement as of the date indicated on each Party's execution page.

[signature pages attached after this page]

BOX ELDER COUNTY

Agreed this 18th day of September, 2024 for Box Elder County



ATTEST

Maria L. Young
County Clerk

By: Joe Perry
Chairman, Box Elder County Commission

APPROVED AS TO FORM:

Highly Inspired
Box Elder County Attorney

CONTACT INFORMATION FOR BOX ELDER COUNTY:

Codey Illum
18. Main
Brigham City, UT 84302
435-734-3303

BRIGHAM CITY

Agreed this ____ day of _____, 2024 for Brigham City

By:
Mayor, Brigham City

ATTEST:

City Recorder

APPROVED AS TO FORM:

Brigham City Attorney

CONTACT INFORMATION FOR BRIGHAM CITY:

PERRY CITY

Agreed this _____ day of _____, 2024 for Brigham City

By:
Mayor, Perry City

ATTEST:

City Recorder

APPROVED AS TO FORM:

Perry City Attorney

CONTACT INFORMATION FOR PERRY CITY:

HYDE PARK CITY

Agreed this _____ day of _____, 2024 for Hyde Park City

By:
Mayor, Hyde Park City

ATTEST:

City Recorder

APPROVED AS TO FORM:

Hyde Park City Attorney

CONTACT INFORMATION FOR HYDE PARK CITY:

**PERRY CITY
RESOLUTION 2024-16**

INTERLOCAL AGREEMENT FOR BUILDING INSPECTION

**A RESOLUTION OF PERRY CITY, UTAH, ENTERING AN
INTERLOCAL AGREEMENT BETWEEN PERRY CITY AND VARIOUS
PARTICIPATING AGENCIES FOR BUILDING INSPECTION SERVICES**

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

WHEREAS, Box Elder County, Brigham City, and Hyde Park (hereafter “Participating Agencies”) are bodies politic and political subdivision of the State of Utah;

WHEREAS, the Utah Interlocal Cooperation Act set forth in Title 11, Chapter 3 of the *Utah Code Annotated* permits governmental bodies to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, City is desirous of entering the attached Interlocal Agreement in Exhibit “A” incorporated herein by this reference for the services as outlined and in order to comply with State Law;

WHEREAS, City and Participating Agencies have negotiated this Interlocal Agreement for the purposes contained therein;

WHEREAS, City and Participating Agencies all receive mutual benefit from participating in this Interlocal Cooperation Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Perry City, Utah, that the Interlocal Agreement (“Agreement”) attached hereto as Exhibit “A” and incorporated herein by this reference is approved and adopted for the purposes contained therein. Additional Participating Agencies may be added to the Interlocal Agreement without the need for another resolution. The City Council hereby authorizes and directs the Mayor to execute said Interlocal Agreement along with any subsequent documents relating thereto for and on behalf of the City.

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

Mayor

ATTEST:

City Recorder

PERRY CITY COUNCIL
MEETING PERRY CITY OFFICES
September 26, 2024

7:02 PM

OFFICIALS PRESENT: Mayor Kevin Jeppsen presided and conducted the meeting. Council Member Nathan Tueller, Council Member Blake Ostler (online), Council Member Dave Walker, and Council Member Ashley Young

OFFICIALS ABSENT: Council Member Toby Wright

CITY STAFF PRESENT: Bob Barnhill, City Administrator
Shanna Johnson, City Recorder/Finance Director
Dave Freeze, Sergeant
Bill Morris, City Attorney
Scott Hancey, Police Chief
Zach Allen, Public Works Director
Hyrum Anderson, Patrol Officer

OTHERS PRESENT: Norman Nelson, Nicole Lewis, Ashlee Freeze, Koryann Freeze and Tesla Hancey

ON-LINE: Melanie Barnhill, Blake Ostler and Nelson Philips

ITEM 1: CALL TO ORDER

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

ITEM 2: PROCEDURAL ISSUES

A. Conflict of Interest Declaration

None.

ITEM 3: PRESENTATIONS

A. U.S. Military Award Presentation

Retired Sergeant and FVW member, Norman Nelson, and Army Reserve Sergeant and Perry City Patrol Officer, Hyrum Anderson presented Chief Scott Hancey and Sergeant Dave Freeze with the Employer Support of the Guard and Reserve Award, which is awarded through the Department of Defense. Sergeant Anderson expressed his gratitude for the support that Perry City extended him when he was called back to active duty.

ITEM 4: PUBLIC HEARINGS

A. Resolution 2024-15 Amending the Fiscal Year 2025 Budget

City Recorder/Finance Director, Shanna presented Resolution 2024-15 amending the Fiscal Year 2025 Budget (see attached slides).

She explained that the general fund amendments result in an increase of \$541,480 which comes mostly from unspent grant funds carrying forward from the prior year, with only \$18,659 in new spending. Ms. Johnson shared the added benefits to the changes including, building improvements, keeping public safety performance excellent, increasing community engagement, updating the emergency plan that would keep the city in compliance, and addressing the inflation of costs for the 4th of July. She also presented benefits to the permanent lighting, which included added security and holiday ambience.

Ms. Johnson explained that the total proposed changes to the utility fund equal \$1,203,283. She noted that \$1,000,000 of this is grant funding for the Nielsen well, \$191,075 is made up of capital project funds that were budgeted in the prior year, but not spent and therefore need to move forward to the current fiscal year, and \$12,208 is new spending which will be applied to storm drain cleaning and fleet lease expense.

Ms. Johnson shared that the bid for the 1200 West Central Trail Project came in higher than expected and UDOT approved additional funding of up to \$900,000 as a matching grant. The proposed budget amendment will allocate \$868,449 of the grant. The amendment also reflects new revenue projected to come in from developer reimbursements of \$156,000, which allows the city to reduce the use of Class C funds by \$166,747. She noted the updated projected expense for the project increased to \$3,782,893 which is a total budget change of \$1,382,893. She explained that the benefits to the project include continuing with the historic orchard pathway trail, allowing much needed road improvements, and allowing improvements to the front of the Public Works facility and parking lot.

The Public Hearing was opened at 7:21 p.m.

The Public Hearing was closed at 7:22 p.m.

ITEM 5: ACTION ITEMS (Roll Call Vote)

A. Resolution 2024-15 Amending the Fiscal Year 2025 Budget

Mayor Jeppsen introduced the resolution to amend the Fiscal Year 2025 budget. Council Member Ostler questioned why several utility projects have been rolled over to the next year, specifically the well project. Ms. Johnson replied that design, water rights, land acquisition and other red tape items have delayed the well project. Council Member Ostler asked for clarification on the completion date of the well. The council was informed that the ARPA (American Rescue Plan Act) funds need to be spent by 2026. Bob Barnhill, City Administrator added that the well should be drilled the summer of 2025 and the pumphouse chlorination and connection into the system would happen in the middle of 2026. He mentioned that he was told that the schedule is set up to be very conservative due to the uncertainty of what issues can come up during the drilling of the well.

Public Works Director, Zach Allen gave an explanation on the PRVs (pressure reducing valves) and the fixes that were made to keep the pressure in the system below 120 psi and the benefits that come with keeping it that low.

Council Member Ostler inquired as to why the grants were not included in the original budget process. Ms. Johnson replied that she wanted to make sure the balances were up to date, rather than guessing.

The council discussed the permanent lights and what hours the lights would be turned on, distance between the lights, maintenance, the warranty and whether people renting the event center could choose the light pattern.

A discussion was held on the proposed budget for an Emergency Manager and the plans and issues that would be addressed with the position. Mayor Jeppsen added that the city has been out of compliance since 2017 regarding wildland fire and due to personnel changes, the city has never been able to complete a plan. He shared some of the issues and conversations he has had to resolve the issues and that he is optimistic with the current City Emergency Manager and his knowledge in addressing these issues.

Questions were asked about a completion date for the 1200 West Central Trail Project. Bob replied that the completion date is scheduled for Summer or Fall of 2026.

MOTION: Council Member Tueller made a motion to approve Resolution 2024-15 Amending Fiscal Year 2025 Budget. Council Member Young seconded the motion.

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

Motion Approved. 4 Yes, 0 No

ITEM 6: MINUTES & COUNCIL/MAYOR REPORTS (INCLUDING COUNCIL ASSIGNMENTS)

A. Approval of Consent Items

- September 12, 2024 City Council Meeting Minutes

MOTION: Council Member Tueller made a motion to approve the consent items. Council Member Young seconded the motion.

Motion Approved. All Council Members were in favor.

B. Mayor's Reports

None.

C. Council Reports

Council member Walker gave an update on the Mountain View Bike Park. Requests for proposals have been sent to professional trail designers to strengthen the grant application and should be returned October 9th.

Council Member Ostler inquired about the new website and its security. Ms. Johnson explained that the state legislature is requiring that all web addresses that are government related are

now required to end in (.gov) and informed the council of the new email format. She added that the web support company is working to get the site secured.

D. Staff Comments

Bob Barnhill, City Administrator informed the council that he sent out an email with an update on the city's signage and asked that the council review it. He added that adjustments can still be made and encouraged the council to reach out with any additional thoughts.

E. Planning Commission Report

None.

ITEM 8: EXECUTIVE SESSION

Not needed.

ITEM 9: ADJOURNMENT

MOTION: Council Member Walker

Motion Approved. All Council Members were in favor.

The meeting adjourned at 8:03 p.m.

Kevin Jeppsen, Mayor

Shanna Johnson, City Recorder

Misty Moesser, Deputy Recorder