

THURSDAY, June 4, 2015
PERRY CITY REDEVELOPMENT AGENCY MEETING AGENDA

The Perry City Redevelopment Agency Board will hold its RDA Meeting on Thursday June 4, 2015 in the City Council Room at 3005 South 1200 West in Perry, starting at approximately 6:30 PM. Agenda items may vary depending on length of discussion, cancellation of scheduled items, or agenda alterations. Numbers and/or times are estimates of when agenda items will be discussed. The agenda shall be as follows, with every item being a discussion and/or action item, unless otherwise indicated:

Approx. 6:30 PM-Public Meeting

1. Call to Order
2. Presentation by Shanna Johnson Regarding the RDA Fiscal Year 2015-2016 Budget
3. Public Hearings
 - A. Public Hearing Regarding Tentative Budget for RDA Fiscal Year 2015-2016, to Potentially be Adopted as a Final Budget, with or without Amendments
 - B. Public Hearing Regarding an Amended Inter-fund Loan to the Perry City Debt Service Fund
4. Action Items
 - A. Motion/Action Regarding RDA Resolution 15-01 to Adopt the Tentative Budget for Fiscal Year 2015-2016 as the Final Budget
 - B. Motion/Action Regarding RDA Resolution 15-02 Authorizing the Amendment of an Inter-fund Loan to the Perry City Debt Service Fund
 - C. Approve May 7, 2015 RDA Meeting Minutes

Approx. 6:50 PM

5. Adjournment (Next RDA Meeting to be held as needed)
 - A. Motion to Adjourn

The Undersigned duly appointed officials hereby certify that a copy of the foregoing agenda was sent to each member of the governing body, and was posted in two locations at the Perry City Offices, and faxed to the Ogden Standard Examiner and Box Elder News Journal. Dated this 25th day of May, 2015.

Shanna S. Johnson, RDA Secretary

**Community Development and
Renewal Agencies**

Adopted Budget

Form: RB-BUD-1-2010

Name Perry City RDA

Fiscal Year Ended 06/30/15

Part I

Certification

ADOPTION OF BUDGET INFORMATION:

In compliance with Utah Code Section 17C-1-601, Community Development and Renewal Agencies are required to prepare budgetary information in accordance with adopted procedures.

I, the undersigned, certify that the attached budget document is a true and correct copy of the budget of the above named entity and fiscal year, as approved and adopted by resolution dated

6/4/15 . A public hearing, which met the requirements of the Utah Code Section (indicate

which):

17C-1-601, (applicable to entities who are adopting a budget prior to beginning of the fiscal year)

59-2-918 and 919, (applicable to entities who have budgeted a tax rate increase)

was held on 6/4/2015 .

Karen Cronin, Mayor

Budget Officer or Agency Director

435-723-6461

Phone Number

6/4/2015

Date

karen.cronin@perrycity.org

Email Address

**Community Development and
Renewal Agencies**

Adopted Budget

Form: CDA-BUD-1-2010

Name Perry City RDA

Fiscal Year Ended

06/30/15

Basic Form Instructions

- 1) Budget forms submitted must present a balanced budget as required by Utah Code. Budgeted expenditures must equal budgeted revenues.
- 2) If prior year surplus amounts are to be appropriated in this budget, the amount is to be presented as a source of revenue in the budget. Also, any budgeted increase in a fund balance must be presented as an expenditure within the appropriate budget.
- 3) A copy of the final budget should be sent to the Office of the Utah State Auditor within 30 days of adoption.
- 4) Please report amounts rounded to the nearest dollar. Some items may not apply to your agency.

- 5) If you have questions about the form, call Patricia Nelson at 801-538-1334 or 1-800-622-1243, or send an email to patricianelson@utah.gov.
- 6) Send completed budgets electronically to sao@utah.gov or mail a printed form to:
Office of the Utah State Auditor
Utah State Capitol Complex
East Office Building Suite E310
PO Box 142310
Salt Lake City, UT 84114

Part II GENERAL FUND REVENUES

	Source of Revenue (a)	Prior Year Actual Revenue (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
	Taxes			
1.1	Tax Increment Monies - Current	56,326	50,739	50,447
1.2	Prior Years' Tax Increment - Delinquent			
1.3	Other (Specify):			
1.4				
1.5				
	Intergovernmental Revenue			
2.1	Loans/Grants from Local Units			
2.2	Other (Specify):			
2.3				
2.4				
2.5				
	Miscellaneous Revenue			
3.1	Interest Earnings			
3.2	Rents and Concessions			
3.3	Sale of Fixed Assets			
3.4	Other (Specify):			
3.5				
3.6				
	Contributions and Transfers			
4.1	Contributions from Private Sources			
4.2	Contributions from Fund Balance			
4.3	Contributions from Other (Specify):			
4.4				
4.5				
	TOTAL REVENUES	56,326	50,739	50,447

CONTINUE ON PAGE 3 WITH PART III

Part III	GENERAL FUND EXPENDITURES
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	Expenditure (a)	Prior Year Actual Exp. (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
	General Government			
1.1	Salaries			
1.2	Governing Board (Board of Directors)			
1.3	Rent			
1.4	Legal Fees			
1.5	Central Staff			
1.6	Administrative			
1.7	Supplies & Other Materials			
1.8	Professional Services			
1.9	Other (Specify):			
1.10				
1.11				
1.12				
1.13				
1.14				
1.15				
	Redevelopment Activities			
2.1	Relocations, demolition, land acquisitions, infrastructure, improvements, etc.			
2.2	Other (Specify):			
2.3				
2.4				
2.5				
2.6				
2.7				
	Miscellaneous			
3.1	Other (Specify):			
3.2	Contribution to Fund Balance	56,505	50,739	
3.3				
3.4				
3.5				
3.6				
	Budgeted Increase in Fund Balance			50,447
	TOTAL EXPENDITURES	56,505	50,739	50,447

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RESOLUTION 15-02

PERRY CITY, UT

June _____, 2015

The Governing Board of Trustees of the Redevelopment Agency of Perry City, Box Elder County, Utah (the "Board"), met in a public session on Thursday, June 4, 2015, its regular place of meeting at 3005 South 1200 West, Perry, Utah, _____ p.m., due, legal and timely notice of meeting having been given to all members as required by law and the rules of said Board.

The meeting was duly called to order by the Chairman with following members of the Board being present, constituting a quorum of the Board:

Karen Cronin	Chairman	_____
Todd Christensen	Board Member	_____
Peter Gerlach	Board Member	_____
Jana Nelson	Board Member	_____
Brady Lewis	Board Member	_____
Esther Montgomery	Board Member	_____

ABSENT:

Thereupon, the Secretary of the Redevelopment Agency placed in the record of the meeting the following certificate:

RESOLUTION 15-02

STATE OF UTAH)
)
COUNTY OF BOX ELDER)

I, the undersigned, the duly qualified and acting Secretary of the Redevelopment Agency of Perry City, do hereby certify according to the records of the Agency in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Utah Code Section 52-4-202, I gave not less than twenty-four hours public notice of the agenda, date, time, and place of the June 4, 2015, regular public meeting held by the Governing Board of Trustees of the Redevelopment Agency of Perry City, Utah and in accordance with the requirements of Utah Code Section 10-6-113, I gave not less than seven (7) days notice of the public hearing by:

- (a) Causing a Notice of Public Meeting to be posted at the principal office of the Agency at 3005 South 1200 West, Perry, Utah on June ____, 2015, at least twenty-four (24) hours before the convening of the meeting, in the form attached hereto as **Exhibit A**, said Notice of Public Meeting having continuously remained so posted and available for public inspection during regular office hours until the convening of the meeting and
- (b) Causing a Notice of Public Hearing to be published in at least one issue of a newspaper of general circulation published in Box Elder County, and on the Utah Public Notice Website in the form attached hereto as **Exhibit B**.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of Perry City, Utah this ____ day of June, 2015.

By _____
Secretary
REDEVELOPMENT AGENCY OF
PERRY CITY

[Seal]

RESOLUTION 15-02

The following resolution was then introduced and Board Member _____ moved its adoption and Board Member _____ seconded the motion to adopt the Resolution. The Resolution was thereupon put to a vote and unanimously adopted by the following recorded vote:

YEA:

NAY:

The resolution reads as follows:

RESOLUTION NO. 15-02

RESOLUTION OF THE GOVERNING BOARD OF TRUSTEES OF THE REDEVELOPMENT AGENCY OF PERRY CITY, BOX ELDER COUNTY, UTAH AUTHORIZING THE MATURITY DATE EXTENSION AND INTEREST RATE ADJUSTMENT OF AN EXISTING INTERFUND LOAN FROM THE REDEVELOPMENT AGENCY'S TAX INCREMENT FUND TO PERRY CITY'S SPECIAL ASSESSMENT FUND FOR THE REPLENISHMENT OF THE DEBT SERVICE RESERVE FUND ASSOCIATED WITH THE SERIES 2005 SPECIAL ASSESSMENT BONDS.

WHEREAS, on September 25, 2014 the Redevelopment Agency of Perry City, Box Elder County, Utah (the "Agency") loaned money from its Tax Increment Fund to Perry City's (the "City") Special Assessment Fund in order to have sufficient monies on hand in the Special Assessment Fund to replenish the Debt Service Reserve Fund to the required level on October 1, 2014, and

WHEREAS, the Agency has determined that in order to allow for sufficient time for the City to procure the funds to repay this interfund loan through the marketing and selling of properties in the special improvement district that have recently been acquired by the City through the foreclosure process, duly and legally transacted under the provisions of the Special Assessment Area Act, the Agency will need to extend the maturity date of said loan;

WHEREAS, the Agency has determined that the interest rate on the interfund loan will need to be adjusted to reflect the extension of the maturity date of said loan;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF TRUSTEES OF THE REDEVELOPMENT AGENCY OF PERRY CITY, BOX ELDER COUNTY, UTAH AS FOLLOWS:

Section 1. Authorization of Amended Interfund Loan; Maturity Date Extension. The Agency hereby authorizes the extension of the maturity date of the existing interfund loan from June 30, 2015 to June 30, 2016. This extension will be evidenced by an Amended Promissory Note in substantially the form attached hereto as **Exhibit C**.

Section 2. Authorization of Amended Interfund Loan; Interest Rate Adjustment. Based upon the extended maturity date of June 30, 2016 described above, the Agency hereby authorizes an adjustment to the interest rate on the interfund loan from 0.463% to 0.540% as of June 30, 2015. Rates are based on the variable floating rate offered by the Public Treasurer's Investment Fund and shall be calculated based on a 30/360 day computation basis. This adjustment to the interest rate will be evidenced by an Amended Promissory Note in substantially the form attached hereto as **Exhibit C**.

Section 3. Incidental Action. The appropriate officers of the Agency are hereby

RESOLUTION 15-02

authorized and directed to take or approve such actions as may be necessary or appropriate in order to preserve the ability of the Agency to authorize the extension of the maturity date and adjustment of the interest rate of the interfund loan in accordance with this Resolution.

Section 4. Effective Date; Repeal. This Resolution shall take effect immediately. All prior resolutions or portions thereof inconsistent herewith are hereby repealed.

ADOPTED AND APPROVED this _____ day of June, 2015.

**REDEVELOPMENT AGENCY OF
PERRY CITY, BOX ELDER COUNTY, UTAH**

Chairman

ATTEST:

Secretary

(SEAL)

RESOLUTION 15-02

EXHIBIT A: NOTICE OF PUBLIC MEETING

RESOLUTION 15-02

EXHIBIT B: NOTICE OF PUBLIC HEARING

EXHIBIT C: PROMISSORY NOTE

Thursday, June 4, 2015
PERRY CITY COUNCIL MEETING AGENDA

The Perry City Council will hold a meeting on the Thursday identified above, starting at approximately 7:00 PM (Preceded by a 6:30 PM RDA Meeting) in the City Council Room at 3005 South 1200 West in Perry. Agenda items may vary depending on length of discussion, cancellation of scheduled items, or agenda alteration. Numbers and/or times are estimates of when agenda items will be discussed. Action on public hearings will always be later in the same meeting or at a subsequent meeting. Every agenda item shall be a discussion and/or action item, unless otherwise indicated.

Approx. 6:00 – 6:30 PM – Work Session

- A. Personnel Policy

Approx. 7:00 PM – Regular Meeting

1. Call to Order and Opening Ceremonies

- A. Invocation – Todd Christensen
- B. Pledge of Allegiance – Esther Montgomery
- C. Review and Adopt the Agenda

2. Procedural Issues

- A. Conflicts of Interest Declaration(s), If Any
- B. Pass out Warrants to Council Members (and Possible Discussion)
- C. Business License(s)
 - Utah Clinical Services LLC

3. Presentation

- A. Proposed FY2015-2016 Budget and FY2014-2015 Budget Amendments

4. Approx. 7:15 PM – Public Hearing and/or Public Comments (No Vote Needed)

Rules: (1) Please Speak Only Once (Maximum of 3 Minutes) per Agenda Item; (2) Please Speak in a Courteous and Professional Manner; (3) Do Not Speak to Specific Member(s) of the City Council, Staff, or Public (Please Speak to the Mayor or to the Council as a Group); (4) Please Present Possible Solutions for All Problems Identified; (5) No Decision May Be Made During this Meeting if the Item Is Not Specifically on the Agenda (with Action on Public Hearings, if any, later in the Meeting); and (6) Comments must be made in person or in writing (with your name being stated for the record).

- A. Public Hearing Regarding the Amendment and Extension of an Inter-fund Loan from the Perry City Redevelopment Agency's Tax Increment Fund
- B. Public Hearing Regarding the Proposed Fiscal Year 2015-2016 Budget and Fiscal Year 2014-2015 Budget Amendment
- C. Public Comments

5. Approx. 7:35 PM – Action Items (Roll Call Vote)

- A. Approval of the Warrants
- B. Resolution 15-07 Amending Various Sections of the Personnel Policy
- C. Resolution 15-08 Authorizing Amended Inter-fund Loan from the Perry City Redevelopment Agency Tax Increment Fund
- D. Resolution 15-10 Approving an Amended Budget for Fiscal Year 2014-2015
- E. Resolution 15-11 Approving the Tentative Fiscal Year 2015-2016 Budget as the Final Budget
- F. Financial Appeal from Darren Thompson Requesting Impact Fee Credits

6. Approx. 8:35 PM – Discussion

- A. Resolution 15-09 Approving a Franchise Agreement with Comcast

7. Approx. 8:40 PM – 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

- April 29, 2015 City Council Work Session

- May 7, 2015 City Council Meeting
 - B. Todd Christensen:** Mayor Pro-Tem, Information Technology, Telecommunications, UTOPIA, WWTP
 - C. Peter Gerlach:** Streets, Street Lights/Signs, Transportation/UTA, Youth Council, Emergency Services/First Responders
 - D. Jana Nelson:** Flood Control Board, Culinary Water, Mosquito Abatement, Cemetery Location
 - E. Esther Montgomery:** Parks & Trails, Community Outreach, Fourth of July Co-Chair, Storm Water
 - F. Brady Lewis:** Police/Night Out Against Crime, Economic Development, Planning Commission
 - G. Mayor Cronin:** Chief Executive Officer, Fourth of July Chairman, Emergency Services Coordinator, City Ambassador
 - H. Staff Comments**
 - I. Items for Next City Newsletter**
- 8. Approx. 9:30 PM-Executive Session (if needed)**
- 9. Approx. 10:00 PM – Adjournment (next regular meeting on Thurs., June 18, 2015 at 7:00 PM)**

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 at the Perry City Offices, as well as at the Dale Young Park and main Perry City Park, and was faxed to the Ogden Standard-Examiner and Box Elder News Journal on this 29th day of May, 2015. Any Individual requiring auxiliary services should contact the City Offices at least 3 days in advance (435-723-6461).

Shanna S. Johnson, Chief Deputy Recorder

Report Criteria:
Detail report.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
HD Supply Waterworks LTD								
10527	HD Supply Waterworks LTD	D779254	valves, ect.	05/07/2015	2,597.55	2,597.55	05/20/2015	
Total HD Supply Waterworks LTD:					2,597.55	2,597.55		
MAVERIK FLEET CARD SERVICES								
11288	MAVERIK FLEET CARD SERVIC	05/15/2015	GAS PURCHASE	04/25/2015	2,089.81	2,089.81	05/20/2015	
Total MAVERIK FLEET CARD SERVICES:					2,089.81	2,089.81		
Molgard Law Offices								
11773	Molgard Law Offices	4166	Legal Services	04/17/2015	2,250.00	2,250.00	04/17/2015	
Total Molgard Law Offices:					2,250.00	2,250.00		
Grand Totals:					6,937.36	6,937.36		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____



FOR OFFICE USE ONLY

Zone _____ Use: P* P C N
Issued _____ Approved _____
Business License No. _____
License Fee \$ _____ Date Rec'd _____
Receipt # _____
 Check # _____ Cash Other _____

BUSINESS LICENSE APPLICATION

Check all that Apply:

Original application Renewal Application

Change of: Address Ownership Business name

Business Information – Please type or print clearly:

Applicant's Name Shelly Gomez

Business Name Utah Clinical Services, LLC

Business Address 2466 S. 1200 West Perry City, UT 84302

What type of building is this? Home Commercial Other

Will you have visiting clientele at this address? Yes No

Mailing Address _____ City _____ State _____ Zip _____

Bus. Phone (435) 503-6474 Business Start Date 6/1/15

Email Address: shellygomez@csn@901.com (required) Sales Tax # _____

Website Address: _____

Is the Applicant the Property Owner? Yes No

If No, Property Owner's Name Dale Valcarce Phone (435) 730-4566

Describe Business: _____

Check all that Apply:

- 1. Professional Services \$34
- 2. Home Business \$30
- 3. Wholesale/Retail Bus. \$30
- 4. Big Box \$5,000
- 5. Construction \$125
- 6. Automotive \$34
- 7. Gas Station/Conv. Store \$125
- 8. Food /Fruit Sales \$125
- 9. Large Scale Constr. \$2,359
- 10. Live Performance \$125
- 11. Movie Theater \$125
- 12. Public Lodging \$34
- 13. Rental \$41 (+\$10/unit)
- 14. Storage Units \$125
- 15. Truck Stop \$2,608
- 16. Restaurant \$125
- 17. Temporary \$34
- 18. Amusement Machines \$30
- 19. Vending Machines \$5
- 20. Class A Beer \$225
- 21. Public Exhibitions \$30/day
- 22. Solicitors \$38 per person (ID required for all participants)

All Licenses expire December 31st. No pro ration for a partial year.

Perry City Contact:

Robin Matthews, Utility, Permit, & Licensing Clerk

435-723-6461 ext.103

robin.matthews@perrycity.org

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

ACTIVE LICENSE

EFFECTIVE DATE: 06/21/2012
EXPIRATION DATE: 09/30/2016
ISSUED TO: Shelly Valcarce Gomez



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

8170278-3501 Licensed Clinical Social Worker

Shelly Gomez
SIGNATURE OF HOLDER

Form #1

- NOTICE - THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE



Expires
05/31/2015

CERTIFICATE OF LICENSE
NO REBATE ALLOWED

BE IT KNOWN THAT :
UTAH CLINICAL SERVICES LLC
3500 HARRISON BLVD

IS HEREBY LICENSED TO CONDUCT THE BUSINESS OF INDIVIDUAL & FAMILY SOCIAL SER
WITHIN OGDEN CITY FOR THE PERIOD ENDING 05/31/2015

PAULINE MILLER - LICENSE OFFICER

Mailing Address :
GOMEZ, SHELLY V
PO BOX 150053
OGDEN, UT 84415

Pauline Miller

DATE THIS 1st DAY OF JUNE, 2014
OWNER NAME : GOMEZ, SHELLY V
BUSINESS # 1020399

ISSUANCE OF THIS LICENSE DOES NOT GUARANTEE COMPLIANCE WITH ALL CITY ORDINANCES

Resolution 15-07

A Perry City Resolution Amending the Perry City Employee Policies and Procedures.

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

WHEREAS, *Utah Code Annotated* §10-8-84 authorizes the City to provide for safety, preserve health, promote prosperity, peace, and good order;

WHEREAS, the Perry City Council, has specifically reviewed and considered the ordinances relating to Employee Benefits and Employee Policies and Procedures; and

WHEREAS, the Perry City Council finds it in the best interest of Perry City that changes should be made to policies and procedures relating to Employee Benefits; Timekeeping/Payroll; and Work Conditions and Hours

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PERRY AS FOLLOWS:

Section 1. Repealer. Any prior city Resolutions or policies and procedures that conflict with the amendments made herein are hereby repealed, effective immediately.

Section 2. The Perry City Employee Policies and Procedures shall be amended to include the following:

Employee Acknowledgement Form

The employee handbook describes the policies, practices and benefits of employment with Perry City. I agree to abide by the policies in this handbook and I accept the responsibility for informing myself about these policies and understand that I should consult my supervisor, the City Recorder, or the City Administrator, regarding any questions not answered in the handbook. I have entered into my employment relationship with Perry City voluntarily and acknowledge that there is no specified length of employment.

Since the information in this Personnel Policies and Procedures handbook is necessarily subject to change, I understand that the information that I have received may be changed or replaced by other policies and procedures, which Perry City may adopt in the future. I understand and acknowledge that no one has promised me that Perry City will not change these policies, and understand that Perry City has reserved the right to change these policies in the future.

For Probationary Employees and Exempt Department Heads, I understand and agree that my employment with Perry City may be terminable at-will, meaning that either Perry City or I may terminate the employment relationship at any time for any reason. I understand that neither Perry City nor I have any obligation to base a termination decision on anything other than intent not to continue the employment

relationship. No one has promised me that my employment will only be terminated for cause, or only for any particular reason, or will only be terminated through some particular process or procedure above, beyond, or in addition to such due process as may be required by federal or state law.

I understand and agree that unless otherwise listed in a contract approved by the Mayor and Council, no one at Perry City has authority to offer me employment on terms different from what is stated in this handbook, and I understand and agree that no one in Perry City is authorized by Perry City to promise in the future that the terms of my employment will be different from what is stated in this handbook.

EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE: _____

DATE:

Vacation Benefits

The following regarding vacation benefits:

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- Regular Full-Time employees
- Introductory Full-Time employees
- Grandfathered Part-Time employees (Eligible for 50% of Full-Time Benefit)

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule:

VACATION SCHEDULE

Full-Time Employees			
Years Employed	Hours Accrued Per Pay Period	Hours Accrued Per Year	Days Accrued Per Year
*0-1 year	2	52	6.5
1-9 years	4	104	13
10-14 years	5.5	144	18
15+ years	6.5	168	21

*Introductory Period

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee begins to earn vacation time and ends every June 30th. An employee's

benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. Vacation time can be used, on the 1st of the month following 30 days of employment, or upon entering an eligible employment classification. Employees can request use of earned vacation time including that accrued during the waiting period.

Paid vacation time can be used in minimum increments of one-half hour per day. To take vacation, employees generally must request approval from their supervisors at least 48 hours in advance. Requests will be reviewed based on a number of factors, including city needs and staffing requirements.

In order to meet staffing requirements departments will need at least 2 employees scheduled to work simultaneously during operating hours. Vacation approval will be limited to this staffing requirement. Any exceptions will require approval from the Mayor.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, June 30th, employees may carry over up to 150% of their accrued benefit hours. For example if you have been with the City for 2 years you can carry over up to 156 hours, if you have been with the City for 11 years you can carry over up to 216 hours (see following matrix). Any accrued annual leave in excess of 150% of your current benefit accrual shall be forfeited on July 1st of any given year. Upon Separation of employment, employees will be paid for unused vacation time that has been earned through the last day of work.

VACATION CARRY OVER MATRIX

Full-Time Employees			
Years Employed	Hours Accrued Per Year	Days Accrued Per Year	Hours Allowed to Carry Over (150%)
0-1 year	52	6.5	52*
1-9 years	104	13	156
10-14 years	144	18	216
15+	168	21	252

* First year only 52 hours possible

Holidays

The following regarding holidays:

Perry City will grant 12 paid holidays to all Regular and Introductory Full-time employees. 10 regular set holidays and 2 floating holidays that will be pre-determined by administration at the beginning of the year. The set holidays are listed below:

New Year's Day
Dr. Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas

Perry City will grant paid holiday time off to all eligible employees on the 1st of the month following 30 days of employment. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- Regular Full-Time employees
- Introductory Full-Time employees
- Grandfathered Part-Time employees (Eligible for 50% of Full-Time Benefit)

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

If a recognized holiday falls during an eligible employee's regular time off, the holiday time will given to the employee as a floating holiday to be used within 1 month of the time being earned.

If eligible nonexempt employees work on a recognized holiday, they will receive pay for the holiday as detailed above, and pay for hours worked on the holiday at 1 and ½ times their normal hourly rate. Exempt employees will receive pay for the holiday and compensatory time at 1 and ½ times their normal rate for hours worked on the holiday. However, employees must have written authorization from their immediate supervisor prior to working on a holiday.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

Sick Leave Benefits

The following regarding sick leave benefits:

Perry City provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

- Regular Full-Time Employees
- Introductory Full-Time employees
- Grandfathered Part-Time employees (Eligible for 50% of Full-Time Benefit)

Eligible employees will accrue sick leave benefits as follows:

SICK LEAVE				
Eligible	Accrual Hours Per Pay Period	Hours Accrued Per Year	Days Accrued Per Year	Maximum Annual Accrual
Regular/Introductory Full-Time Employees	2	52	6.5	480 hours

Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave benefits.

Employees can request use of paid sick leave on the first of the month following 30 days of employment. Paid sick leave can be used in minimum increments of one hour. Eligible employees may use sick leave benefits for an absence due to their own illness, injury or to take care of a sick family member.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of absence. The department head may ask for a doctor's note following three consecutive days of sick leave and employee is required to provide such note.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits, such as workers' compensation. Sick leave benefits will be used to supplement any payments that an employee is eligible to receive from state disability insurance, workers' compensation or City-provided disability insurance programs if available and if offered by the city. The combination of any such disability payments and sick leave benefits cannot exceed the employee's normal weekly earnings.

Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 480 hours or 12 weeks worth of sick leave benefits. If the employee's benefits reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit. Unused sick leave may be converted into vacation leave at a rate of three hours of sick leave for each hour of vacation with a maximum conversion of 36 hours of sick leave to 12 hours of vacation leave. The conversion of hours must be approved by the Mayor.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.

If an employee is separated and has unused accrued sick leave, they will not be compensated for the unused sick leave.

Perry City realizes that employees with contagious temporary illnesses, such as influenza, colds and other viruses, need to continue with normal life activities, including working. In deciding whether an employee with an apparently short-term contagious illness may continue to work, the City considers several factors. The employee must be able to perform normal job duties and meet regular performance standards. In the judgment of the employer, the employee's continued presence must pose no risk to the health of the employee, other employees and customers. If an employee disputes the company's determination that such a risk exists, the employee must submit a statement from his or her attending health care provider that the employee's presence in the workplace poses no significant risk to the employee, other employees or customers.

Supervisors are encouraged to remind employees that the company provides paid sick leave to cover absences due to contagious temporary illnesses. All employees are urged to contact Human Resources regarding any questions about the possible contagious nature of another employee's temporary illness.

Salary Schedule

The following regarding the salary schedule:

Perry City's Salary Schedule and Performance Guidelines are detailed in Appendix A - Departmental Pay Matrixes. The Salary schedule for each position at Perry city is based on the level of qualifications that the position is assigned to, the work experience of the employee, and the employee's performance. Each employee is eligible for performance-based raises that are made effective starting the pay period which includes July 1st.

Your performance is generally evaluated according to an ongoing 12-month cycle, each April. However, your department may be directed to evaluate your performance on a quarterly basis.

Work Hours

The following regarding work hours:

Regular prompt attendance at work is required of all employees. The normal work day for a full-time employee shall be eight (8) hours and the normal work week forty (40) hours, except for departments approved for alternate work schedules i.e. 9/80 Alternate Work Schedule. The workday for public safety employees shall be determined by the needs of providing twenty-four hour a day service to the community.

Hours reported on timecards exceeding forty (40) in 1 week for non-public safety employees, and eighty (80) in a 2 week period for public safety employees must be hours worked and should be approved by the Mayor prior to work being performed. The Mayor and/or City Administrator may also approve overtime for non-public safety employees. The Chief of Police may approve up to 5% overtime per month for public safety employees, hours beyond 5% must be approved by the Mayor. See the *Overtime/Compensatory Time* section of this policy for rules regarding how overtime or compensatory time is calculated.

Use of Tobacco Products, Electronic Cigarettes or Like Devices

The following regarding Use of Tobacco Products, Electronic Cigarettes or Like Devices:

In keeping with Perry City's intent to provide a safe and healthful work environment, and to comply with the Utah Clean Air Act, use of tobacco, electronic cigarettes, or any like devices used for the intake of

nicotine is prohibited throughout the workplace, in all City facilities or vehicles, within 50 feet of any building entrance, and within 50 feet of any ventilation ducts.

Rest and Meal Periods

The following regarding Rest and Meal Periods:

Perry City follows the current state and federal laws for rest and meal periods. Supervisors will advise employees of the regular rest period length and schedule. Except for Public Safety employees or as otherwise required by law, rest breaks of short duration, usually 15 minutes, are considered hours worked and should be compensated. Meal periods, typically 30 – 60 minutes, generally need not be compensated provided the employee is completely relieved from duty for the purpose of eating. The rest break is paid work time, while the meal period is unpaid time provided during the 30 minutes or more.

Each workday, full-time nonexempt employees are provided with two rest periods, part-time employees are provided with one rest period. Supervisors will advise employees of the regular rest period length and schedule. To the extent possible, rest periods will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted rest period time.

All full-time employees are provided with one unpaid meal period each workday. Part-time employees working at least 4 hours a day may request a scheduled unpaid meal period not to exceed 30 minutes each work day. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

Perry City encourages team and morale building through occasional Recognition Luncheons. Employees participating in these lunches will only be expected to use 30 minutes of their allowed unpaid meal period to attend the event, no matter the length of the event and if desired can use the remaining 30 minutes of their meal period at some point during the remainder of that work day.

Overtime/Compensation Time

The following regarding Overtime/Compensation Time:

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must have signed authorization from both the department head and the City Administrator or Mayor prior to any overtime worked. The Chief of Police can approve up to 5% overtime per month for public safety employees, overtime hours beyond 5% must be approved by the Mayor. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid or given as compensatory time to all nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, guaranteed show-up time in certain situations, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Compensatory time is paid time off the job which is earned and accrued by an employee in lieu of immediate cash payment for overtime hours worked at a rate of time-and-one-half of hours worked as

required by the Fair Labor Standards Act. Perry City prefers that employees required to work overtime elect to take compensatory time. Upon Perry City's fiscal year end, June 30th, all but 40 hours of unused accrued compensatory time will be paid out to the employee at the required overtime rate.

Perry City follows the Fair Labor Standards Act for all overtime calculations and compensation, including exceptions for law enforcement and fire protection employees. For law enforcement employees, overtime hours are any hours worked over 171 hours during a 28-day period. Fire Protection employees are due overtime for any hours worked over 212 hours during a 28-day period.

Employees may be subject to disciplinary action, up to and including possible termination of employment for working overtime without receiving prior authorization from their supervisor.

On Call or Standby Duties

The following regarding On Call or Standby Duties:

Perry City may need employees to be on call or standby to help with emergency situations. While the employee is on call or standby, they can use their time freely, and are not performing a specific assigned task they just need to be available by phone or pager to respond to Perry City needs within 15 minutes, unless otherwise approved by the Mayor.

Perry City offers on call or standby compensation. Employees working on call will be paid one hour per day, up to 4 hours per week of on call duty at their regular rate of pay. If the employee is called to duty, they will receive their on call pay and their regular rate of pay for all time that work was actually performed.

Overtime pay will not apply to on call wages if the employee did not actually perform work.

Emergency Closings

The following regarding Emergency Closings:

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt Perry City operations. In extreme cases, these circumstances may require the closing of a work facility. This will be officially announced by the Mayor or the City Administrator as authorized by the Mayor.

Section 13: Severability. If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of the ordinance, or specific application of the ordinance, shall be severed from the remainder, which remainder shall continue in full force and effect.

Section 14: Effective date. This Ordinance takes effect immediately after approval and posting.

PASSED AND ADOPTED by the City Council of Perry City, Utah, this ____ day of May, 2015.

PERRY CITY

BY _____
Mayor Karen Cronin

ATTEST:

City Recorder

COUNCIL MEMBERS: VOTING

	Aye	Nay
CHRISTENSEN	_____	_____
GERLACH	_____	_____
MONTGOMERY	_____	_____
LEWIS	_____	_____
JANA NELSON	_____	_____

Benefits & Timekeeping Survey Overview:

Agencies Surveyed:

Brigham City, Tremonton City, Smithfield City, Box Elder County

Work Week:

Majority of those defined is 40 hours per week 80 hours biweekly

On Call Incentive Pay– Different every where

Non-PS Low	Non-PS High	Public Safety Low	Public Safety High
Smithfield: No Pay; Only paid for hours worked	Brigham City: 14 Hours per week plus hours worked	Smithfield & Brigham City: No pay; Only paid for hours worked	1 Hour pay; if over 1 hour worked. Paid for hours worked.

Proposed: 1 hour per day up to 4 hours per week

Sick Time Carry Over

Low	Mid	High
Brigham: 80 hours	Smithfield: 240 hours	Tremonton: 720 hours

Proposed: 420 hours or 90 work days

Vacation Hours Survey

Years Employed	Low	High
0-1	0 (Brigham)	96 (BE County)
1-9	80 (Brigham)	120 (BE County)
10-14	144 (BE County)	160 (Tremonton no bump at 15)
15+	160 (Brigham no bumps after 15)	168-216 (BE County thru 20+)

Perry City

Years Employed	Current	Proposed
0-1	52	52 (no change)
1-9	104	104 (no change)
10-14	156	144
15+	208	168

Benefit Changes Over Last 5 Years

Fiscal Year	Benefit Premium Increase	City Coverage Ratio
2012	6.5%	90% Perry / 10% Employee
2013	13.73%	85% Perry / 15% Employee
2014	12.26%	85% Perry / 15% Employee
2015	10%	85% Perry/ 15% Employee
2016	5%	85% Perry / 15% Employee
Total	47.49%	40.37% Covered by Perry City
Family Coverage Cost 2011 vs. 2016	25%	21.25% covered by Perry City

Employee Acknowledgement Form

The employee handbook describes the policies, practices and benefits of employment with Perry City. I agree to abide by the policies in this handbook and I accept the responsibility for informing myself about these policies and understand that I should consult my supervisor, the City Recorder, or the City Administrator, regarding any questions not answered in the handbook. I have entered into my employment relationship with Perry City voluntarily and acknowledge that there is no specified length of employment.

Since the information in this Personnel Policies and Procedures handbook is necessarily subject to change, I understand that the information that I have received may be changed or replaced by other policies and procedures, which Perry City may adopt in the future. I understand and acknowledge that no one has promised me that Perry City will not change these policies, and understand that Perry City has reserved the right to change these policies in the future.

For Probationary Employees and Exempt Department Heads, I understand and agree that my employment with Perry City may be terminable at-will, meaning that either Perry City or I may terminate the employment relationship at any time for any reason. I understand that neither Perry City nor I have any obligation to base a termination decision on anything other than intent not to continue the employment relationship. No one has promised me that my employment will only be terminated for cause, or only for any particular reason, or will only be terminated through some particular process or procedure above, beyond, or in addition to such due process as may be required by federal or state law.

I understand and agree that no one at Perry City has authority to offer me employment on terms different from what is stated in this handbook, and I understand and agree that no one in Perry City is authorized by Perry City to promise in the future that the terms of my employment will be different from what is stated in this handbook.

EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____

Perry City will be using a dental program approved by the Mayor and Council at the beginning of each benefit year. Please review detailed plan description booklets for more information. If you have additional questions regarding the plan or dentists on the plan see the Payroll Clerk.

Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health coverage under Perry City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Perry City's group rates plus an administration fee of 2%. The benefit provider will provide each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Perry City's health insurance plan. The notice contains important information about the employee's rights and obligations.

Life Insurance

Life insurance offers you and your family important financial protection. Perry City provides a basic life insurance plan for eligible employees paid for by Perry City. Accidental Death and Dismemberment (AD&D) insurance provides protection in cases of serious injury or death resulting from an accident. AD&D insurance coverage is provided as part of the basic life insurance plan.

Employees in the following employment classifications are eligible to participate in the life insurance plan:

- Regular Full-Time employees
- Introductory Full-Time employees

Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between Perry City and the insurance carrier.

Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description provided to eligible employees. Contact the Payroll Clerk for more information about life insurance benefits.

401k and other Retirement Plans

Only regular & Introductory Full-Time employees are eligible for Perry City's retirement plans. For plan details, please see contact the Payroll Clerk.

Vacation Benefits

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- Regular Full-Time employees
- Introductory Full-Time employees

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule:

VACATION SCHEDULE

Full-Time Employees			
Years Employed	Hours Accrued Per Pay Period	Hours Accrued Per Year	Days Accrued Per Year
*0-1 year	2	52	6.5
1-10 years	4	104	13
10-15 years	6	156	19.5
15+	8	208	26

*Introductory period

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee begins to earn vacation time and ends every June 30th. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. Vacation time can be used, on the 1st of the month following 30 days of employment, or upon entering an eligible employment classification. Employees can request use of earned vacation time including that accrued during the waiting period.

Paid vacation time can be used in minimum increments of one-hour per day. To take vacation, employees should request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including city needs and staffing requirements.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, June 30th, employees may carry over up to 150% of their accrued benefit hours. For example if you have been with the City for 2 years you can carry over up to 156 hours, if you have been with the City for 11 years you can carry over up to 234 hours (See Matrix on next page). Any accrued annual leave in excess of 150% of your current benefit accrual shall be forfeited on July 1st of any given year. Upon Separation of employment, employees will be paid for unused vacation time that has been earned through the last day of work.

VACATION CARRY OVER MATRIX

Full-Time Employees			
Years Employed	Hours Accrued Per Year	Days Accrued Per Year	Hours allowed to Carry Over (150%)
0-1 year	52	6.5	52*
1-10 years	104	13	156
10-15 years	156	19.5	234
15+	208	26	312

*First year only 52 hours possible

Holidays

Perry City will grant 12 paid holidays to all Regular and Introductory Full-time employees. 10 regular set holidays and 2 floating holidays that will be pre-determined by administration at the beginning of the year. The set holidays are listed below:

New Year's Day
 Dr. Martin Luther King, Jr. Day
 Washington and Lincoln Day
 Memorial Day
 Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving
 Day after Thanksgiving
 Christmas

Perry City will grant paid holiday time off to all eligible employees on the 1st of the month following 30 days of employment. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- Regular Full-Time employees
- Introductory Full-Time employees

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible nonexempt employees work on a recognized holiday, they will receive pay for the holiday as detailed above, and pay for hours worked on the holiday at their straight-time rate. Exempt employees will receive pay for the holiday and compensatory time at their straight-time rate for hours worked on the holiday. However, employees must have written authorization from their immediate supervisor prior to working on a holiday.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

Sick Leave Benefits

Perry City provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

- Regular Full-Time Employees
- Introductory Full-Time employees

Eligible employees will accrue sick leave benefits as follows:

SICK LEAVE				
Eligible	Accrual Hours Per Pay Period	Hours Accrued Per Year	Days Accrued Per Year	Maximum Annual Accrual
Regular/Introductory Full-Time Employees	2	52	6.5	90 days (720 hours)

Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave benefits.

Employees can request use of paid sick leave on the first of the month following 30 days of employment. Paid sick leave can be used in minimum increments of one hour. Eligible employees may use sick leave benefits for an absence due to their own illness, injury or to take care of a sick family member.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of absence. The department head may ask for a doctor's note following three consecutive days of sick leave and employee is required to provide such note.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits, such as workers' compensation. Sick leave benefits will be used to supplement any payments that an employee is eligible to receive from state disability insurance, workers' compensation or City-provided disability insurance programs if available and if offered by the city. The combination of any such disability payments and sick leave benefits cannot exceed the employee's normal weekly earnings.

Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 90-calendar day's worth of sick leave benefits. If the employee's benefits reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit. Unused sick leave may be converted into vacation leave at a rate of three hours of sick leave for each hour of vacation with a maximum conversion of 36 hours of sick leave to 12 hours of vacation leave.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.

If an employee is separated and has unused accrued sick leave, they will not be compensated for the unused sick leave.

Perry City realizes that employees with contagious temporary illnesses, such as influenza, colds and other viruses, need to continue with normal life activities, including working. In deciding whether an employee with an apparently short-term contagious illness may continue to work, the City considers several factors. The employee must be able to perform normal job duties and meet regular performance standards. In the judgment of the employer, the employee's continued presence must pose no risk to the health of the employee, other employees and customers. If an employee disputes the company's determination that such a risk exists, the employee must submit a statement from his or her attending health care provider that the employee's presence in the workplace poses no significant risk to the employee, other employees or customers.

Supervisors are encouraged to remind employees that the company provides paid sick leave to cover absences due to contagious temporary illnesses. All employees are urged to contact Human Resources regarding any questions about the possible contagious nature of another employee's temporary illness.

Workers' Compensation Insurance

Perry City provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither Perry City nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Perry City.

Employee Compensation

Salary Schedule

Perry City's Salary Schedule is detailed in appendix A of this handbook. The Salary schedule for each position at Perry city is based on the lane the position is assigned to, the work experience of the employee and employee performance. Each employee is eligible for performance-based raises that are made effective starting the pay period which includes July 1st.

Your performance is generally evaluated according to an ongoing 12-month cycle, each April. However, your department may elect to evaluate your performance on a more regular basis.

Timekeeping/Payroll

Timekeeping

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require Perry City to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each unpaid meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved by the direct supervisor before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

It is the employee's responsibility to sign their time records to certify the accuracy of all time recorded. The supervisor will review and then initial the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

Paydays

All employees are paid biweekly on every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's vacation, the employee's paycheck or statement of wages will be available upon his or her return from vacation.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to Perry City. Employees will receive an itemized statement of wages when Perry City makes direct deposits.

Administrative Pay Corrections

Perry City takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Payroll Department so that corrections can be made as quickly as possible.

Pay Deductions and Setoffs

The law requires that Perry City make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. Perry City also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." Perry City matches the amount of Social Security taxes paid by each employee.

Perry City offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

Pay setoffs are pay deductions taken by Perry City, usually to help pay off a debt or obligation to Perry City or others.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor can assist in having your questions answered.

Use of Tobacco Products

In keeping with Perry City's intent to provide a safe and healthful work environment, and to comply with the Utah Clean Air Act, Tobacco use is prohibited throughout the workplace and Smoking is prohibited within 50 feet of the building entrance and any ventilation ducts. Tobacco use is also prohibited in all City Vehicles.

This policy applies equally to all employees and visitors.

Work Schedules

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Flexible scheduling, or flextime, is available in some cases to allow employees to vary their starting and ending times each day within established limits. Flextime may be possible if a mutually workable schedule can be negotiated with the supervisor involved. However, such issues as staffing needs, the employee's performance, and the nature of the job will be considered before approval of flextime. Employees should consult their supervisor to request participation in the flextime program.

Rest and Meal Periods

Perry City follows the current state and federal laws for rest and meal periods. Supervisors will advise employees of the regular rest period length and schedule.

Except for Public Safety employees or as otherwise required by law, rest breaks of short duration, usually 15 minutes, are considered hours worked and should be compensated. Meal periods, typically 30 - 60 minutes, generally need not be compensated provided the employee is completely relieved from duty for the purpose of eating. The rest break is paid work time, while the meal period is unpaid time provided during the 30 minutes or more.

Each workday, full-time nonexempt employees are provided with two rest periods, part-time employees are provided with one rest period. Supervisors will advise employees of the regular rest period length and schedule. To the extent possible, rest periods will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted rest period time.

All full-time employees are provided with one unpaid meal period each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

Overtime/Compensation Time

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must have signed authorization from both the department head and the City Administrator or Mayor prior to any overtime worked. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid or given as compensatory time to all nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, guaranteed show-up time in certain situations, or any leave of absence will

not be considered hours worked for purposes of performing overtime calculations.

Compensatory time is paid time off the job which is earned and accrued by an employee in lieu of immediate cash payment for overtime hours worked at a rate of time-and-one-half of hours worked as required by the Fair Labor Standards Act. Perry City prefers that employees required to work overtime elect to take compensatory time. Upon Perry City's fiscal year end, June 30th, all but 40 hours of unused accrued compensatory time will be paid out to the employee at the required overtime rate.

Perry City follows the Fair Labor Standards Act for all overtime calculations and compensation, including exceptions for law enforcement and fire protection employees. For law enforcement employees, overtime hours are any hours worked over 171 hours during a 28-day period. Fire Protection employees are due overtime for any hours worked over 212 hours during a 28-day period.

Employees may be subject to disciplinary action, up to and including possible termination of employment for working overtime without receiving prior authorization from their supervisor.

On Call or Standby Duties

Perry City may need employees to be on call or standby to help with emergency situations. While the employee is on call or standby, they can use their time freely, and are not performing a specific assigned task they just need to be available by phone or pager to respond to Perry City needs in a timely manner.

Perry City offers on call or standby compensation. Police employees working on call will be paid two hours per day of on call duty at their regular rate of pay. If the employee is called to duty, they will receive their on call pay and their regular rate of pay for all time that work was actually performed.

Non-Police employees working on call will also receive compensation for their time on call. They will receive 4 hours of regular pay per 7-day period of on call duty. If the employee is called to duty while they are on call, they will receive their on call pay and their regular rate of pay for all time that work was actually performed.

Overtime pay will not apply to on call wages if the employee did not actually perform work.

Emergency Closings

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt Perry City operations. In extreme cases, these circumstances may require the closing of a work facility. This is officially announced by the Mayor or the Mayor Pro Tem.

When operations are officially closed due to emergency conditions, the time off from scheduled work will be unpaid. However, with supervisory approval, employees may use available paid leave time, such as unused vacation benefits.

In cases where an emergency closing is not authorized, employees who fail to report for work will not be paid for the time off. Employees may request available paid leave time such as unused vacation benefits.

Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.

Travel Expenses

Perry City will reimburse employees for reasonable travel expenses incurred while on assignments away from the normal work location. These expenses will be reimbursed at the IRS standard Per Diem and Mileage rates. Your department head and the city administrator (or Mayor) must approve all travel in advance. Employees whose travel plans have been approved should make all travel arrangements through

Employee Acknowledgement Form

The employee handbook describes the policies, practices and benefits of employment with Perry City. I agree to abide by the policies in this handbook and I accept the responsibility for informing myself about these policies and understand that I should consult my supervisor, the City Recorder, or the City Administrator, regarding any questions not answered in the handbook. I have entered into my employment relationship with Perry City voluntarily and acknowledge that there is no specified length of employment.

Since the information in this Personnel Policies and Procedures handbook is necessarily subject to change, I understand that the information that I have received may be changed or replaced by other policies and procedures, which Perry City may adopt in the future. I understand and acknowledge that no one has promised me that Perry City will not change these policies, and understand that Perry City has reserved the right to change these policies in the future.

For Probationary Employees and Exempt Department Heads, I understand and agree that my employment with Perry City may be terminable at-will, meaning that either Perry City or I may terminate the employment relationship at any time for any reason. I understand that neither Perry City nor I have any obligation to base a termination decision on anything other than intent not to continue the employment relationship. No one has promised me that my employment will only be terminated for cause, or only for any particular reason, or will only be terminated through some particular process or procedure above, beyond, or in addition to such due process as may be required by federal or state law.

I understand and agree that **unless otherwise listed in a contract approved by the Mayor and Council**, no one at Perry City has authority to offer me employment on terms different from what is stated in this handbook, and I understand and agree that no one in Perry City is authorized by Perry City to promise in the future that the terms of my employment will be different from what is stated in this handbook.

EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____

plan:

- Regular Full-Time employees
- Introductory Full-Time employees
- Grandfathered Part-Time employees

Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between Perry City and the insurance carrier.

Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description provided to eligible employees. Contact the Payroll Clerk for more information about life insurance benefits.

401k and other Retirement Plans

Only regular & Introductory Full-Time employees are eligible for Perry City's retirement plans. For plan details, please see contact the Payroll Clerk.

Vacation Benefits

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- Regular Full-Time employees
- Introductory Full-Time employees
- Grandfathered Part-Time (Eligible for 50% of Full-Time Benefit)

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule:

VACATION SCHEDULE

Full-Time Employees			
Years Employed	Hours Accrued Per Pay Period	Hours Accrued Per Year	Days Accrued Per Year
*0-1 year	2	52	6.5
1-9 years	4	104	13
10-14 years	5.5	144	18
15+	6.5	168	21

*Introductory period

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee begins to earn vacation time and ends every June 30th. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. Vacation time can be used, on the 1st of the month following 30 days of employment, or upon entering an eligible employment classification. Employees can request use of earned vacation time including that accrued during the waiting period.

Paid vacation time can be used in minimum increments of **one-half** hour per day. To take vacation, employees **generally must** request approval from their supervisors **at least 48 hours in advance**. Requests will be reviewed based on a number of factors, including city needs and staffing requirements.

In order to meet staffing requirements departments will need at least 2 employees scheduled to work simultaneously during operating hours. Vacation approval will be limited to this staffing requirement. Any exceptions will require approval from the Mayor.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, June 30th, employees may carry over up to 150% of their accrued benefit hours. For example if you have been with the City for 2 years you can carry over up to 156 hours, if you have been with the City for 11 years you can carry over up to **216 hours (see following matrix)**. Any accrued annual leave in excess of 150% of your current benefit accrual shall be forfeited on July 1st of any given year. Upon Separation of employment, employees will be paid for unused vacation time that has been earned through the last day of work.

VACATION CARRY OVER MATRIX

Full-Time Employees			
Years Employed	Hours Accrued Per Year	Days Accrued Per Year	Hours allowed to Carry Over (150%)
0-1 year	52	6.5	52*
1-9 years	104	13	156
10-14 years	144	18	216
15+	168	21	252

*First year only 52 hours possible

Holidays

Perry City will grant 12 paid holidays to all Regular and Introductory Full-time employees. 10 regular set holidays and 2 floating holidays that will be pre-determined by administration at the beginning of the year. The set holidays are listed below:

- New Year's Day
- Dr. Martin Luther King, Jr. Day
- President's Day**
- Memorial Day

Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving
 Day after Thanksgiving
 Christmas

Perry City will grant paid holiday time off to all eligible employees on the 1st of the month following 30 days of employment. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- Regular Full-Time employees
- Introductory Full-Time employees

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

If a recognized holiday falls during an eligible employee's regular time off, the holiday time will given to the employee as a floating holiday to be used within 1 month of the time being earned.

If eligible nonexempt employees work on a recognized holiday, they will receive pay for the holiday as detailed above, and pay for hours worked on the holiday at 1 and ½ times their normal hourly rate. Exempt employees will receive pay for the holiday and compensatory time at 1 and ½ times their normal rate for hours worked on the holiday. However, employees must have written authorization from their immediate supervisor prior to working on a holiday.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

Sick Leave Benefits

Perry City provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

- Regular Full-Time Employees
- Introductory Full-Time employees
- Grandfathered Part-Time employees (Eligible for 50% of Full-Time Benefit)

Eligible employees will accrue sick leave benefits as follows:

SICK LEAVE				
Eligible	Accrual Hours Per Pay Period	Hours Accrued Per Year	Days Accrued Per Year	Maximum Annual Accrual
Regular/Introductory Full-Time Employees	2	52	6.5	480 hours

Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave benefits.

Employees can request use of paid sick leave on the first of the month following 30 days of employment. Paid sick leave can be used in minimum increments of one hour. Eligible employees may use sick leave benefits for an absence due to their own illness, injury or to take care of a sick family member.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of absence. The department head may ask for a doctor's note following three consecutive days of sick leave and employee is required to provide such note.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits, such as workers' compensation. Sick leave benefits will be used to supplement any payments that an employee is eligible to receive from state disability insurance, workers' compensation or City-provided disability insurance programs if available and if offered by the city. The combination of any such disability payments and sick leave benefits cannot exceed the employee's normal weekly earnings.

Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 480 hours or 12 weeks worth of sick leave benefits. If the employee's benefits reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit. Unused sick leave may be converted into vacation leave at a rate of three hours of sick leave for each hour of vacation with a maximum conversion of 36 hours of sick leave to 12 hours of vacation leave. The conversion of hours must be approved by the Mayor.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.

If an employee is separated and has unused accrued sick leave, they will not be compensated for the unused sick leave.

Perry City realizes that employees with contagious temporary illnesses, such as influenza, colds and other viruses, need to continue with normal life activities, including working. In deciding whether an employee with an apparently short-term contagious illness may continue to work, the City considers several factors. The employee must be able to perform normal job duties and meet regular performance standards. In the judgment of the employer, the employee's continued presence must pose no risk to the health of the employee, other employees and customers. If an employee disputes the company's determination that such a risk exists, the employee must submit a statement from his or her attending health care provider that the employee's presence in the workplace poses no significant risk to the employee, other employees or customers.

Supervisors are encouraged to remind employees that the company provides paid sick leave to cover absences due to contagious temporary illnesses. All employees are urged to contact Human Resources regarding any questions about the possible contagious nature of another employee's temporary illness.

Workers' Compensation Insurance

Perry City provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither Perry City nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Perry City.

Employee Compensation

Salary Schedule

Perry City's Salary Schedule and Performance Guidelines are detailed in Appendix **A - Departmental Pay Matrixes**. The Salary schedule for each position at Perry city is based on the **level** of qualifications that the position is assigned to, the work experience of the employee, and the employee's performance. Each employee is eligible for performance-based raises that are made effective starting the pay period which includes July 1st.

Your performance is generally evaluated according to an ongoing 12-month cycle, each April. However, your department may be directed to evaluate your performance on a quarterly basis.

Timekeeping/Payroll

Timekeeping

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require Perry City to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each unpaid meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved by the direct supervisor before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

It is the employee's responsibility to sign their time records to certify the accuracy of all time recorded. The supervisor will review and then initial the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

Work Hours

Regular prompt attendance at work is required of all employees. The normal work day for a full-time employee shall be eight (8) hours and the normal work week forty (40) hours, except for departments approved for alternate work schedules i.e. 9/80 Alternate Work Schedule. The workday for public safety employees shall be determined by the needs of providing twenty-four hour a day service to the community.

Hours reported on timecards exceeding forty (40) in 1 week for non-public safety employees, and eighty (80) in a 2 week period for public safety employees must be hours worked and should be approved by the Mayor prior to work being performed. The Mayor and/or City Administrator may also approve overtime for non-public safety employees. The Chief of Police may approve up to 5% overtime per month for public safety employees, hours beyond 5% must be approved by the Mayor. See the *Overtime/Compensatory Time* section of this policy for rules regarding how overtime or compensatory time is calculated.

Paydays

All employees are paid biweekly on every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's vacation, the employee's paycheck or statement of wages will be available upon his or her return from vacation.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to Perry City. Employees will receive an itemized statement of wages when Perry City makes direct deposits.

Administrative Pay Corrections

Perry City takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Payroll Department so that corrections can be made as quickly as possible.

Pay Deductions and Setoffs

The law requires that Perry City make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. Perry City also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." Perry City matches the amount of Social Security taxes paid by each employee.

Perry City offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

Pay setoffs are pay deductions taken by Perry City, usually to help pay off a debt or obligation to Perry City or others.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor can assist in having your questions answered.

Circumstances in Which Perry City May Make Deductions from Pay from an Exempt Employee

Deductions from pay are permissible when an exempt employee: is absent from work for one or more full

hang up only after the caller has done so.

Use of Tobacco Products, Electronic Cigarettes or Like Devices

In keeping with Perry City's intent to provide a safe and healthful work environment, and to comply with the Utah Clean Air Act, use of tobacco, **electronic cigarettes, or any like devices used for the intake of nicotine** is prohibited throughout the workplace, **in all City facilities or vehicles**, within 50 feet of any building entrance, and **within 50 feet** of any ventilation ducts.

This policy applies equally to all employees and visitors.

Work Schedules

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Flexible scheduling, or flextime, is available in some cases to allow employees to vary their starting and ending times each day within established limits. Flextime may be possible if a mutually workable schedule can be negotiated with the supervisor involved. However, such issues as staffing needs, the employee's performance, and the nature of the job will be considered before approval of flextime. Employees should consult their supervisor to request participation in the flextime program.

Rest and Meal Periods

Perry City follows the current state and federal laws for rest and meal periods. Supervisors will advise employees of the regular rest period length and schedule.

Except for Public Safety employees or as otherwise required by law, rest breaks of short duration, usually 15 minutes, are considered hours worked and should be compensated. Meal periods, typically 30 - 60 minutes, generally need not be compensated provided the employee is completely relieved from duty for the purpose of eating. The rest break is paid work time, while the meal period is unpaid time provided during the 30 minutes or more.

Each workday, full-time nonexempt employees are provided with two rest periods, part-time employees are provided with one rest period. Supervisors will advise employees of the regular rest period length and schedule. To the extent possible, rest periods will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted rest period time.

All full-time employees are provided with one unpaid meal period each workday. **Part-time employees working at least 4 hours a day may request a scheduled unpaid meal period not to exceed 30 minutes each work day.** Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

Perry City encourages team and morale building through occasional Recognition Luncheons. Employees participating in these lunches will only be expected to use 30 minutes of their allowed unpaid meal period to attend the event, no matter the length of the event and if desired can use the remaining 30 minutes of their meal period at some point during the remainder of that work day.

Employees may not accumulate break periods or combine them with lunch breaks, or take them at the beginning of the day so as to arrive late for work, or use them at the end of the day so as to leave work early. If an employee chooses to not take a break, no additional compensation will be given.

Overtime/Compensation Time

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must have signed authorization from both the department head and the City Administrator or Mayor prior to any overtime worked. The Chief of Police can approve up to 5% overtime per month for public safety employees, overtime hours beyond 5% must be approved by the Mayor. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid or given as compensatory time to all nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, guaranteed show-up time in certain situations, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Compensatory time is paid time off the job which is earned and accrued by an employee in lieu of immediate cash payment for overtime hours worked at a rate of time-and-one-half of hours worked as required by the Fair Labor Standards Act. Perry City prefers that employees required to work overtime elect to take compensatory time. Upon Perry City's fiscal year end, June 30th, all but 40 hours of unused accrued compensatory time will be paid out to the employee at the required overtime rate.

Perry City follows the Fair Labor Standards Act for all overtime calculations and compensation, including exceptions for law enforcement and fire protection employees. For law enforcement employees, overtime hours are any hours worked over 171 hours during a 28-day period. Fire Protection employees are due overtime for any hours worked over 212 hours during a 28-day period.

Employees may be subject to disciplinary action, up to and including possible termination of employment for working overtime without receiving prior authorization from their supervisor.

On Call or Standby Duties

Perry City may need employees to be on call or standby to help with emergency situations. While the employee is on call or standby, they can use their time freely, and are not performing a specific assigned task they just need to be available by phone or pager to respond to Perry City needs within 15 minutes, unless otherwise approved by the Mayor.

Perry City offers on call or standby compensation. Employees working on call will be paid one hour per day, up to 4 hours per week of on call duty at their regular rate of pay. If the employee is called to duty, they will receive their on call pay and their regular rate of pay for all time that work was actually performed.

Overtime pay will not apply to on call wages if the employee did not actually perform work.

Emergency Closings

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt Perry City operations. In extreme cases, these circumstances may require the closing of a work facility. This will be officially announced by the Mayor or the City Administrator as authorized by the Mayor.

When operations are officially closed due to emergency conditions, the time off from scheduled work will

RESOLUTION 15-08

PERRY CITY, UT

June _____, 2015

The City Council of Perry City, Box Elder County, Utah (the "City Council"), met in a public session on Thursday, June 4, 2015, its regular place of meeting at 3005 South 1200 West, Perry, Utah, _____ p.m., due, legal and timely notice of meeting having been given to all members as required by law and the rules of said City Council.

The meeting was duly called to order by the Mayor with following members of the City Council being present, constituting a quorum of the City Council:

Karen Cronin	Mayor	_____
Todd Christensen	Councilmember	_____
Peter Gerlach	Councilmember	_____
Jana Nelson	Councilmember	_____
Brady Lewis	Councilmember	_____
Esther Montgomery	Councilmember	_____

ABSENT:

Thereupon, the City Recorder placed in the record of the meeting the following certificate:

RESOLUTION 15-08

STATE OF UTAH)
)
COUNTY OF BOX ELDER)

I, the undersigned, the duly qualified and acting City Recorder of Perry City, do hereby certify according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Utah Code Section 52-4-202, I gave not less than twenty-four hours public notice of the agenda, date, time, and place of the June 4, 2015, regular public meeting held by the City Council of Perry City, Utah and in accordance with the requirements of Utah Code Section 10-6-113, I gave not less than seven (7) days notice of the public hearing by:

- (a) Causing a Notice of Public Meeting to be posted at the principal office of the City at 3005 South 1200 West, Perry, Utah on June __, 2015, at least twenty-four (24) hours before the convening of the meeting, in the form attached hereto as **Exhibit A**, said Notice of Public Meeting having continuously remained so posted and available for public inspection during regular office hours until the convening of the meeting and
- (b) Causing a Notice of Public Hearing to be published in at least one issue of a newspaper of general circulation published in Box Elder County, and on the Utah Public Notice Website in the form attached hereto as **Exhibit B**.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of Perry City, Utah this __ day of June, 2015.

By _____
City Recorder
PERRY CITY

[Seal]

RESOLUTION 15-08

The following resolution was then introduced and Councilmember _____ moved its adoption and Councilmember _____ seconded the motion to adopt the Resolution. The Resolution was thereupon put to a vote and unanimously adopted by the following recorded vote:

YEA:

NAY:

The resolution reads as follows:

RESOLUTION NO.15-08

RESOLUTION OF THE CITY COUNCIL OF PERRY CITY, BOX ELDER COUNTY, UTAH AUTHORIZING THE MATURITY DATE EXTENSION AND INTEREST RATE ADJUSTMENT OF AN EXISTING INTERFUND LOAN FROM THE REDEVELOPMENT AGENCY OF PERRY CITY'S TAX INCREMENT FUND TO PERRY CITY'S SPECIAL ASSESSMENT FUND FOR THE REPLENISHMENT OF THE DEBT SERVICE RESERVE FUND ASSOCIATED WITH THE SERIES 2005 SPECIAL ASSESSMENT BONDS.

WHEREAS, on September 25, 2014 Perry City, Box Elder County, Utah (the "City") borrowed money from the Redevelopment Agency of Perry City's (the "Agency") Tax Increment Fund to the City's Special Assessment Fund in order to have sufficient monies on hand in the Special Assessment Fund to replenish the Debt Service Reserve Fund to the required level on October 1, 2014, and

WHEREAS, the City has determined that in order to allow for sufficient time to procure the funds to repay this interfund loan through the marketing and selling of properties in the special improvement district that have recently been acquired by the City through the foreclosure process, duly and legally transacted under the provisions of the Special Assessment Area Act, the City will need to extend the maturity date of said loan;

WHEREAS, the City has determined that the interest rate on the interfund loan will need to be adjusted to reflect the extension of the maturity date of said loan;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PERRY CITY, BOX ELDER COUNTY, UTAH AS FOLLOWS:

Section 1. Authorization of Amended Interfund Loan; Maturity Date Extension. The City hereby authorizes the extension of the maturity date of the existing interfund loan from June 30, 2015 to June 30, 2016. This extension will be evidenced by an Amended Promissory Note in substantially the form attached hereto as **Exhibit C**.

Section 2. Authorization of Amended Interfund Loan; Interest Rate Adjustment. Based upon the extended maturity date of June 30, 2016 described above, the City hereby authorizes an adjustment to the interest rate on the interfund loan from 0.463% to 0.540% as of June 30, 2015. Rates are based on the variable floating rate offered by the Public Treasurer's Investment Fund and shall be calculated based on a 30/360 day computation basis. This adjustment to the interest rate will be evidenced by an Amended Promissory Note in substantially the form attached hereto as **Exhibit C**.

Section 3. Loan Repayment. The City intends that the interfund loan will be repaid either from the proceeds of the sale of the property located within the special improvement district that is currently owned by Perry City, or from annual assessment payments received from

RESOLUTION 15-08

the future purchaser of this property, conditional upon the receipt by the Assessment Fund of sufficient payment to cover the amount due. The effective date of the loan, amount, term, method of calculating applicable interest, and other terms and conditions of the loan are more fully described in the Amended Promissory Note, a form of which is attached hereto as **Exhibit C**.

Section 4. Incidental Action. The appropriate officers of the City are hereby authorized and directed to take or approve such actions as may be necessary or appropriate in order to preserve the ability of the City to authorize the extension of the maturity date and adjustment of the interest rate of the interfund loan in accordance with this Resolution.

Section 5. Effective Date; Repeal. This Resolution shall take effect immediately. All prior resolutions or portions thereof inconsistent herewith are hereby repealed.

ADOPTED AND APPROVED this _____ day of June, 2015.

PERRY CITY, BOX ELDER COUNTY, UTAH

Mayor

ATTEST:

City Recorder

(SEAL)

RESOLUTION 15-08

EXHIBIT A: NOTICE OF PUBLIC MEETING

RESOLUTION 15-08

EXHIBIT B: NOTICE OF PUBLIC HEARING

RESOLUTION 15-08

EXHIBIT C: PROMISSORY NOTE

EXHIBIT "C"

Amended Promissory Note

(UNSECURED)

\$14,720.23

PERRY CITY, UT

June __, 2015

FOR VALUE RECEIVED, THE POINTE PERRY SPECIAL ASSESSMENT FUND (the "Assessment Fund"), a fund created for the purpose of processing receipts and payments associated with the Pointe Perry Special Improvement District 99-1 (as "Maker"), promises to pay to the order of THE TAX INCREMENT FUND OF THE REDEVELOPMENT AGENCY OF PERRY CITY (the "Tax Increment Fund"), at 3005 South 1200 West, Perry, Utah, 84302, or at such other place as the holder hereof may designate in writing, the principal sum of fourteen thousand seven hundred twenty dollars and twenty-three cents (\$14,720.23) payable in full, with interest at 0.463% per annum from September 25, 2014 through June 30, 2015, and at an interest rate of 0.540% per annum from June 30, 2015 through June 30, 2016. Payment is due on or before the amended maturity date of **June 30, 2016**, to reimburse the General Fund for an interfund loan used to replenish the Debt Service Reserve Fund associated with Special Improvement District Bonds, Series 2005 (the "Bonds") on October 1, 2014. Said interest rates are based on the variable floating rate offered by the Public Treasurer's Investment Fund as published on the Utah State Treasurer's website.

This Promissory Note shall have the following terms and conditions:

Effective Date: the Promissory Note shall be effective as of the date of Resolution No. _____ and shall remain in full force and effect until the repayment obligation is satisfied in whole.

Lending Fund: the fund from which the monies shall be borrowed is the Tax Increment Fund of the Redevelopment Agency of Perry City.

Borrowing Fund: the fund to which the monies shall be lent is the Perry City Special Assessment Fund.

Amount of the Loan: the loan shall be in the amount of Fourteen Thousand Seven Hundred Twenty Dollars and Twenty-Three Cents (\$14,720.23).

Term and Maturity of Loan: the loan shall have the amended final maturity date of **June 30, 2016**, but shall be subject to early prepayment without penalty.

Interest on the Loan: interest shall accrue on the loan at an interest rate of 0.463% per annum from September 25, 2014 through June 30, 2015, and at the amended interest rate of 0.540% per annum from June 30, 2015 through June 30, 2016. Rates are based on the variable floating rate offered by the Public Treasurer's Investment Fund and shall be calculated based on a 30/360 day computation basis.

Prepayment: there shall be no penalty for early repayment.

The loan shall be paid either from the proceeds of the sale of the property located within the special improvement district that is currently owned by Perry City, or from annual assessment payments received from the future purchaser of this property, conditional upon the receipt by the Assessment Fund of sufficient payment to cover the amount due. An estimated repayment schedule is attached hereto in Annex 1 and is incorporated into this Promissory Note by this reference. This schedule is provided as an illustration only and is not intended to be the actual repayment schedule. The repayment schedule will be in accordance with collection of the assessment from either the property owner or from the proceeds of the Trustee's Sale.

The Tax Increment Fund waives presentment for payment, protest, demand, notice of protest, notice of dishonor, and notice of non-payment, and expressly agree that this Note, or any payment hereunder, may be extended from time to time by the holder hereof without in any way affecting the liability of the City.

This Note shall be governed by and construed in accordance with federal law and the laws of the State of Utah.

PERRY CITY, BOX ELDER COUNTY, UTAH

By: _____
Mayor

ATTEST:

City Recorder

ANNEX - 1: ESTIMATED LOAN REPAYMENT SCHEDULE

Loan Amount:	\$14,720.23
Interest Rate: 9/25/14 – 6/30/15:	0.463%
Interest Rate, 6/30/15 – 6/30/16:	0.540%

Date (FY)	Principal Balance	Interest Rate	Accrued Interest	Total Payment	Ending Balance
June 30, 2015	14,720.23	0.463%	52.06	0.00	14,772.29
June 30, 2016	14,772.29	0.540%	79.77	14,852.06	0.00
TOTALS:	14,720.23		131.83	14,852.06	0.00

**The debt schedule shown above illustrates a potential repayment schedule. The actual repayment schedule will be according to timing of the sale of the property located within the special improvement district that is currently owned by Perry City, or from the collection of annual assessment payments received from the future purchaser of this property and can be pre-paid at any time without penalty.*

Resolution 15-10

A Perry City Resolution Approving An Amended Budget For Fiscal Year 2014-2015.

WHEREAS, Perry City (hereafter sometimes referred to as “City” or “municipality”) is a municipal corporation duly incorporated and existing under the laws of Utah; and Title 10, Chapter 9a of the *Utah Code Annotated*, 1953, as amended, authorizes the City to regulate land use and development; and *Utah Code Annotated* §10-8-84 authorizes the City to provide for safety, preserve health, promote prosperity, peace, and good order.

WHEREAS, The Perry City Council is responsible for the Perry City budget and have the authority to from time to time and as needed to amend the Perry City budget.

WHEREAS, The Perry City Council sees it necessary to amend the budget for fiscal year 2014-2015.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PERRY AS FOLLOWS:

Section 1. The City Council of Perry City approves the budget for fiscal year 2014-2015 as contained in the attached budget.

PASSED AND ADOPTED by the City Council of Perry City, Utah, this ____ day of June, 2015.

PERRY CITY

BY _____
Mayor Karen Cronin

ATTEST:

City Recorder

COUNCIL MEMBERS: VOTING

	Aye	Nay
CHRISTENSEN	_____	_____
GERLACH	_____	_____
MONTGOMERY	_____	_____
LEWIS	_____	_____
JANA NELSON	_____	_____

Adopted Budget Form for: Cities, Towns & Counties	Name	Perry City
	Fiscal Year Ended Amendment 2	6/30/2015

Basic Form Instructions

1. As required by Utah statutes, budget forms submitted must present a balanced budget, meaning budgeted expenditures must equal budgeted revenues.
2. If prior year surplus amounts are to be appropriated in this budget, the amount is to be presented as a source of revenue in the budget. Also, any budgeted increase in a fund balance must be presented as an expenditure within the appropriate budget.
3. **A copy of the final budget should be sent to the State Auditor's Office within 30 days of adoption.**
4. Please report amounts rounded to the nearest dollar.
5. Some items may not apply to your entity.
6. If you have questions about the form, call Patricia Nelson at (801) 538-1334 or 1-800-622-1243, or send an email to patricianelson@utah.gov.
7. **Send completed budgets electronically to sao@utah.gov or mail a printed form to:**
 Office of the Utah State Auditor
 Utah State Capitol Complex
 East Office Building Suite E310
 PO Box 142310
 Salt Lake City, UT 84114

Definitions: *Current Budget Year:* The budget year in which a local government is currently operating. *Ensuing Budget Year:* The next upcoming budget year, also known as the "incoming" budget year

Part I General Fund Revenues

	Source of Revenue (a)	Prior Year Actual Revenue (b)	Current Year Amendment (c)	Ensuing Year Approved Budget Appropriation (d)
	Taxes			
1.1	General Property Taxes - Current	660403	565439	
1.2	Prior Years' Taxes - Delinquent			
1.3	General Sales and Use Taxes	590763	600050	
1.4	Franchise Taxes	244172	275780	
1.5	Transient Room Tax	6522	6800	
1.6	Re-appraisals			
1.7	Assessing and Collecting - State-wide Levy			
1.8	Assessing and Collecting - County Levy			
1.9	Fee-in-Lieu of Property Taxes		143011	
1.10	Penalties and Interest on Delinquent Taxes			
1.11	Other (specify):			
	Licenses and Permits			
2.1	Business Licenses and Permits	19180	18500	
2.2	Non-business Licenses and Permits	528	500	
2.3	Building, Structures, and Equipment	72596	67500	
2.4	Marriage Licenses			
2.5	Motor Vehicle Operation			
2.6	Cemetery - Burial Permits			
2.7	Animal Licenses	2818	2900	
2.8	Other (specify):			

CONTINUE PART I ON PAGE 2

Name Perry City		Fiscal Year Ended		6/30/2015
Part I General Fund Revenue - Continued				
Source of Revenue (a)		Prior Year Actual Revenue (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
Charges for Services				
3.1	General Government			
3.2	Court Costs, Fees, and Charges (Clerk)			
3.3	Recording of Legal Documents (Recorder)			
3.4	Zoning and Subdivision Fees	-72	2850	
3.5	Sale of Maps and Publications	238	150	
3.6	Auditor's Fees			
3.7	Surveyor's Fees			
3.8	Treasurer's Fees			
3.9	Public Safety	2837	2860	
3.10	Special Police Services			
3.11	Special Protective Services			
3.12	Corrective Fees (Jail)			
3.13	Streets and Public Improvements			
3.14	Street, Sidewalk, and Curb Repairs			
3.15	Parking Meter Revenue			
3.16	Street Lighting Charges			
3.17	Sanitation			
3.18	Sewer Charges			
3.19	Street Sanitation Charges			
3.20	Refuse Collection Charges			
3.21	Sale of Waste and Sludge			
3.22	Weed Removal and Cleaning Charges			
3.23	Health			
3.24	Parks and Public Property	2821	2400	
3.25	Cemeteries			
3.26	Miscellaneous Services	24561	16400	
3.27	Other (specify):			
Fines and Forfeitures				
4.1	Fines	36597	41300	
4.2	Forfeitures			
4.3	Other (specify):			

CONTINUE PART I ON PAGE 3

Name Perry City		Fiscal Year Ended		6/30/2015
Part I General Fund Revenue - Continued				
Source of Revenue (a)		Prior Year Actual Revenue (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
Intergovernmental Revenue				
5.1	Federal Grants	112500		
5.2	General Government		8045	
5.3	Public Safety	6397	5500	
5.4	Highways and Streets			
5.5	Health			
5.6	Cultural - Recreation			
5.7	Federal Payments in Lieu of Taxes			
5.8	State Grants			
5.9	State Shared Revenue			
5.10	Class "C" Road Fund Allotment	170827	179600	
5.11	Liquor Fund Allotment	4225	4700	
5.12	Grants from Local Units	7500	20000	
5.13	Other (specify): Parks Impact Fee	32000	36000	
Miscellaneous Revenue				
6.1	Interest Earnings	17083	16800	
6.2	Rents and Concessions			
6.3	Sale of Fixed Assets - Compensation for Loss			
6.4	Sale of Materials and Supplies			
6.5	Sales of Bonds			
6.6	Other Financing - Capital Lease Obligations			
6.7	Other (specify):			
Contributions and Transfers				
7.1	Transfer From: Public Safety Impact Fees		10000	
7.2	Transfer From:			
7.3	Transfer From:			
7.4	Transfer From:			
7.5	Transfer From:			
7.6	Loan From:			
7.7	Loan From:			
7.8	Contribution from Private Sources			
7.9	Beg. Class "C" Road Fund Bal. to be Appopr.		100400	
Beg. General Fund Bal. to be Appropriated			28716	
TOTAL REVENUES		2014496	2156201	0

CONTINUE ON PAGE 4 WITH PART II

Name Perry City		Fiscal Year Ended	6/30/2015
Part II General Fund Expenditures			
Expenditure (a)	Prior Year Actual Exp. (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
General Government			
Administrative/Legislative	598999	639045	
Commission or Council			
Legislative Committees and Special Bodies			
Ordinances and Proceedings			
Judicial	29390	31650	
City and Precinct Courts			
Juvenile Court			
District and Circuit Courts			
Law Library			
Executive and Central Staff Agencies			
Executive			
Boards and Commissions			
Central Purchasing			
Personnel			
Budgeting			
Data Processing			
Microfilming			
Administrative Agencies			
Auditor			
Clerk			
Treasurer			
Recorder			
Attorney			
Surveyor			
Assessor			
Non-Departmental			
General Governmental Buildings			
Elections			
Planning and Zoning			
Education and Community Promotion			
Other Professional Services			
Other (specify):			

CONTINUE PART II ON PAGE 5

Name Perry City		Fiscal Year Ended		6/30/2015
Part II General Fund Expenditures - Continued				
Expenditure (a)		Prior Year Actual Exp. (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
Public Safety				
	Police Department	581951	559010	
	Fire Department	20200	22310	
	Corrections (Jail)			
	Protective Inspections			
	Other Protective			
	Agricultural Inspection			
	Animal Control and Regulation	1252	1410	
	Flood Control			
	Emergency Services (Civil Defense)			
	Other (specify): First Responders	41362	37812	
Public Health				
	Health Services			
	Infirmaries			
	Other (specify):			
Highway and Public Improvements				
	Highways	384213	369499	
	Class "C" Road Program			
	Sanitation			
	Sewage Collections and Disposal			
	Shop and Garage			
	Construction			
	Repair and Maintenance			
	Other (specify):			
Parks, Rec., and Public Property				
	Park and Park Areas	97234	159311	
	Park Lighting			
	Recreation and Culture			
	Libraries			
	Cemeteries			
	Other (specify): Gun Range		43911	

CONTINUE PART II ON PAGE 6

Name Perry City		Fiscal Year Ended	6/30/2015
Part II General Fund Expenditures - Continued			
Expenditure (a)	Prior Year Actual Exp. (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
Community and Economic Development			
Community Planning			
Community Development	56306	124615	
Urban Redevelopment and Housing			
Economic Development and Assistance			
Economic Opportunity			
Other (specify):			
Debt Service			
Principal and Interest			
Other (specify):			
Transfers and Other Uses			
Transfer To: Sewer Fund	142628	142628	
Transfer To: Capital Projects		25000	
Transfer To:			
Loan To:			
Loan To:			
Loan To:			
Use of Restricted/Reserved Fund Balance			
Class "C" Road Funds			
Miscellaneous			
Judgments and Losses			
FEMA Reimbursement of Flood Costs			
Other Flood Costs			
Other (specify):			
Budgeted Increase in Fund Balance	60961		
TOTAL EXPENDITURES	2014496	2156201	

CONTINUE ON PAGE 7 FOR PART III

Name	Perry City	Fiscal Year Ended		6/30/2015
Part III	Special Revenue Fund			
Nature of the Fund:				
	Description (a)	Prior Year Actual (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
	Revenues			
	Other Sources			
	Usage of Beginning Fund Balance			
	Transfer From:			
	TOTAL REV AND OTHER SOURCES	0	0	0

	Expenditures			
	Other Uses			
	Budgeted Increase in fund Balance			
	Transfer To:			
	TOTAL EXP AND OTHER USES	0	0	0

Name Perry City	Fiscal Year Ended	6/30/2015
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Part IV Debt Service Fund

Description (a)	Prior Year Actual (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
Revenues			
Bond Issues (Except Enterprise)			
Property Taxes	56505		
Fee-in-Lieu of Property Taxes			
Interest Income			
Transfer From:			
Other: Charges for Service	226764	187387	186182
TOTAL REVENUE	283269	187387	186182

Beginning Fund Balance	27863	119174	112580
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TOTAL AVAILABLE FOR APPROPRIATION	311132	306561	298762
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Expenditures			
Debt Service	123000	129554	135000
Retirement of bonds			
Interest on bonds	58363	59927	50903
Agent's Fees			
Other:	10595	4500	5450
TOTAL EXPENDITURES	191958	193981	191353

Ending Fund Balance	119174	112580	107409
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Name	Perry City	Fiscal Year Ended	6/30/2015
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Part V	Capital Projects Fund
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Nature of the Fund:	Perry-Brigham Joint Fire Station
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Description (a)	Prior Year Actual (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
Revenues			
Transfers from General Fund	0	0	25000
Interest Income			
Other Additions			
TOTAL REVENUE	0	0	25000

Beginning Fund Balance			
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TOTAL AVAILABLE FOR APPROPRIATION	0	0	25000
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Expenditures			
TOTAL EXPENDITURES	0	0	0

Ending Fund Balance	0	0	25000
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Name	Perry City	Fiscal Year Ended	6/30/2015	
Part VI	Other Fund			
Nature of the Fund:				
	Description (a)	Prior Year Actual (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
	Revenues			
	Transfers from General Fund			
	Interest Income			
	Other Additions			
	Beginning Fund Balance to be Appropriated			
	TOTAL REVENUE	0	0	0
	Expenditures			
	Appropriated Increase in fund Balance			
	TOTAL EXPENDITURES	0	0	0

INSTRUCTIONS:

- The enterprise budget form is an accrual basis budget. While we acknowledge that a cash flow analysis is critical to the effective operation of any organization, it is more important to know whether the enterprise is operating at a profit or loss on current year revenues and expenses in a fiscal year period. Since enterprise funds are required to follow the same accounting principles for determining profit or loss that a private company is, it must be recognized that certain items such as bond proceeds are not revenues even though they provide cash, and items such as construction and major improvements of systems and debt repayment are not expenses even though they use cash. Accordingly, it would be helpful for the town to use the cash reconciliation section provided at the bottom of the form for cash flow analysis. Net income (loss) should not reflect retained earnings.

- A separate budget should be submitted for each enterprise function, such as water and electric. A combined budget may be prepared only if the function of the enterprise is closely related, such as water and sewer.

- Bonds to be repaid from enterprise funds should be budgeted and reported in the enterprise fund rather than the debt service fund.

See page 2 of section IV.C.02 in the Uniform Accounting Manual

Name	Perry City	Fiscal Year Ended	6/30/2015	
Part VII	Enterprise or Internal Service Fund:	Fleet Lease		
Description (a)	Prior Year Actual (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)	
Operating Revenue				
Charge for Services				
Interest Earned				
Other: Cash Received from Customers	32731	48523		57762
Other:				
Other:				
TOTAL OPERATING REVENUE	32731	48523		57762
Operating Expense				
Personnel Services				
Contractual Services				
Material and Supplies				
Depreciation	32731	48523		57762
Other:				
Other:				
Other:				
TOTAL OPERATING EXPENSE	32731	48523		57762
Non-Operating Revenue (Expense) and Transfers				
Connection Fees				
Interest Expense				
Capital Contributions From Outside Sources				
Impact Fee Collected				
Operating Transfers From:				
Operating Transfers From:				
Operating Transfers From:				
Operating Transfers From:				
Impact Fee Spent				
Operating Transfers To:				
Operating Transfers To:				
Operating Transfers To:				
Operating Transfers To:				
Other: Net assets beginning	61149	61149		61149
NET INCOME (LOSS)	61149	61149		61149
Cash Operating Needs				
Net Income (Loss)	61149	61149		61149
Plus: Depreciation				
Plus:				
Plus:				
Plus:				
Less: Major Improvements and Capital Outlay				
Less: Bond Principal Payments				
Less:				
Less:				
Less:				
TOTAL CASH PROVIDED (REQUIRED)	61149	61149		61149
Source of Cash Required				
Cash Balance at Beginning of Year				
Sale of Investment and Other Current Assets				
Issuance of Bonds and Other Debt				
Loans from Other Funds				
Other:				
Other:				
TOTAL CASH PROVIDED (REQUIRED)	0	0		0

Name	Perry City	Fiscal Year Ended		6/30/2015
Part VII	Enterprise or Internal Service Fund:	Utility Fund		
	Description (a)	Prior Year Actual (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
	Operating Revenue			
	Charge for Services	577581	595536	597720
	Interest Earned			
	Other: Miscellaneous Operating Revenue	9291	4000	6800
	Other:			
	Other:			
	TOTAL OPERATING REVENUE	586872	599536	604520
	Operating Expense			
	Personnel Services	133851	141164	146194
	Contractual Services	212576	195740	201250
	Material and Supplies	15833	168929	285343
	Depreciation	87743	87517	87082
	Other: Utilities	60464	66600	66800
	Other: Repairs and Maintenance	24512		
	Other:			
	TOTAL OPERATING EXPENSE	534979	659950	786669
	Non-Operating Revenue (Expense) and Transfers			
	Connection Fees			
	Interest Expense	-1898	-5786	-4890
	Capital Contributions From Outside Sources	42385		
	Impact Fee Collected	95355	44200	49563
	Operating Transfers From:			
	Operating Transfers From:			
	Operating Transfers From:			
	Operating Transfers From: Unrestricted Fund Bal			202889
	Impact Fee Spent		70200	
	Operating Transfers To:			
	Operating Transfers To:			
	Operating Transfers To:			
	Operating Transfers To:			
	Other: Miscellaneous Revenue	1050		
	NET INCOME (LOSS)	188785	48200	65413
	Cash Operating Needs			
	Net Income (Loss)	188785	48200	65413
	Plus: Depreciation			
	Plus:			
	Plus:			
	Plus:			
	Less: Major Improvements and Capital Outlay			
	Less: Bond Principal Payments			
	Less:			
	Less:			
	Less:			
	TOTAL CASH PROVIDED (REQUIRED)	188785	48200	65413
	Source of Cash Required			
	Cash Balance at Beginning of Year			
	Sale of Investment and Other Current Assets			
	Issuance of Bonds and Other Debt			
	Loans from Other Funds			
	Other:			
	Other:			
	TOTAL CASH PROVIDED (REQUIRED)	0	0	0

Name	Perry City	Fiscal Year Ended		6/30/2015
Part VII	Enterprise or Internal Service Fund:	Sewer Fund		
	Description (a)	Prior Year Actual (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
	Operating Revenue			
	Charge for Services	824465	851485	891838
	Interest Earned	565	12468	10621
	Other: Miscellaneous	5749		
	Other:			
	Other:			
	TOTAL OPERATING REVENUE	830779	863953	902459
	Operating Expense			
	Personnel Services	136139	151868	172700
	Contractual Services	14667	25000	25000
	Material and Supplies	3947	138425	133149
	Depreciation	407021	407374	406866
	Other: Utilities	86410	84500	78571
	Other: Repairs and Maintenance	74985		
	Other: Insurance	19004	20770	21600
	TOTAL OPERATING EXPENSE	742173	827937	837886
	Non-Operating Revenue (Expense) and Transfers			
	Connection Fees			
	Interest Expense	-324100	-317100	-308100
	Capital Contributions From Outside Sources	195581	50090	22500
	Impact Fee Collected	105025	90472	83025
	Operating Transfers From: General Fund	142628	142628	142628
	Operating Transfers From:			
	Operating Transfers From:			
	Operating Transfers From:			
	Impact Fee Spent			
	Operating Transfers To:			
	Operating Transfers To:			
	Operating Transfers To:			
	Operating Transfers To:			
	Other: Miscellaneous	-13807		
	NET INCOME (LOSS)	193933	2106	4626
	Cash Operating Needs			
	Net Income (Loss)	193933	2106	4626
	Plus: Depreciation			
	Plus:			
	Plus:			
	Plus:			
	Less: Major Improvements and Capital Outlay			
	Less: Bond Principal Payments			
	Less:			
	Less:			
	Less:			
	TOTAL CASH PROVIDED (REQUIRED)	193933	2106	4626
	Source of Cash Required			
	Cash Balance at Beginning of Year			
	Sale of Investment and Other Current Assets			
	Issuance of Bonds and Other Debt			
	Loans from Other Funds			
	Other:			
	Other:			
	TOTAL CASH PROVIDED (REQUIRED)	0	0	0

Resolution 15-11

A Perry City Resolution Approving The Tentative Fiscal Year 2015-2016 Perry City Budget As The Final Budget.

WHEREAS, Perry City (hereafter sometimes referred to as “City” or “municipality”) is a municipal corporation duly incorporated and existing under the laws of Utah; and Title 10, Chapter 9a of the *Utah Code Annotated*, 1953, as amended, authorizes the City to regulate land use and development; and *Utah Code Annotated* §10-8-84 authorizes the City to provide for safety, preserve health, promote prosperity, peace, and good order.

WHEREAS, The Perry City Council is responsible for the Perry City budget and is required by law to propose and pass a budget each and every year.

WHEREAS, The Perry City Council after public meeting and work sessions desires to pass the 2015-2016 Perry City budget.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PERRY AS FOLLOWS:

Section 1. The City Council of Perry City approves the tentative 2015-2016 Perry City budget previously approved by the City Council as the final budget for fiscal year 2015-2016 as contained in the attached budget.

PASSED AND ADOPTED by the City Council of Perry City, Utah, this ____ day of June, 2015.

PERRY CITY

BY _____
Mayor Karen Cronin

ATTEST:

City Recorder

COUNCIL MEMBERS: VOTING

	Aye	Nay
CHRISTENSEN	_____	_____
GERLACH	_____	_____
MONTGOMERY	_____	_____
LEWIS	_____	_____
JANA NELSON	_____	_____

Adopted Budget Form for: Cities, Towns & Counties	Name	Perry City
	Fiscal Year Ended Tentative	6/30/2016

Basic Form Instructions

1. As required by Utah statutes, budget forms submitted must present a balanced budget, meaning budgeted expenditures must equal budgeted revenues.
2. If prior year surplus amounts are to be appropriated in this budget, the amount is to be presented as a source of revenue in the budget. Also, any budgeted increase in a fund balance must be presented as an expenditure within the appropriate budget.
3. **A copy of the final budget should be sent to the State Auditor's Office within 30 days of adoption.**
4. Please report amounts rounded to the nearest dollar.
5. Some items may not apply to your entity.
6. If you have questions about the form, call Patricia Nelson at (801) 538-1334 or 1-800-622-1243, or send an email to patricianelson@utah.gov.
7. **Send completed budgets electronically to sao@utah.gov or mail a printed form to:**
 Office of the Utah State Auditor
 Utah State Capitol Complex
 East Office Building Suite E310
 PO Box 142310
 Salt Lake City, UT 84114

Definitions: *Current Budget Year:* The budget year in which a local government is currently operating. *Ensuing Budget Year:* The next upcoming budget year, also known as the "incoming" budget year

Part I General Fund Revenues

	Source of Revenue (a)	Prior Year Actual Revenue (b)	Current Year Amendment (c)	Ensuing Year Approved Budget Appropriation (d)
	Taxes			
1.1	General Property Taxes - Current	660403	565439	565440
1.2	Prior Years' Taxes - Delinquent			
1.3	General Sales and Use Taxes	590763	600050	640100
1.4	Franchise Taxes	244172	275780	273500
1.5	Transient Room Tax	6522	6800	7000
1.6	Re-appraisals			
1.7	Assessing and Collecting - State-wide Levy			
1.8	Assessing and Collecting - County Levy			
1.9	Fee-in-Lieu of Property Taxes		143011	96506
1.10	Penalties and Interest on Delinquent Taxes			
1.11	Other (specify):			
	Licenses and Permits			
2.1	Business Licenses and Permits	19180	18500	20900
2.2	Non-business Licenses and Permits	528	500	500
2.3	Building, Structures, and Equipment	72596	67500	82100
2.4	Marriage Licenses			
2.5	Motor Vehicle Operation			
2.6	Cemetery - Burial Permits			
2.7	Animal Licenses	2818	2900	2900
2.8	Other (specify):			

CONTINUE PART I ON PAGE 2

Name Perry City		Fiscal Year Ended		6/30/2016
Part I General Fund Revenue - Continued				
Source of Revenue (a)		Prior Year Actual Revenue (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
Charges for Services				
3.1	General Government			
3.2	Court Costs, Fees, and Charges (Clerk)			
3.3	Recording of Legal Documents (Recorder)			
3.4	Zoning and Subdivision Fees	-72	2850	1000
3.5	Sale of Maps and Publications	238	150	150
3.6	Auditor's Fees			
3.7	Surveyor's Fees			
3.8	Treasurer's Fees			
3.9	Public Safety	2837	2860	3970
3.10	Special Police Services			
3.11	Special Protective Services			
3.12	Corrective Fees (Jail)			
3.13	Streets and Public Improvements			
3.14	Street, Sidewalk, and Curb Repairs			
3.15	Parking Meter Revenue			
3.16	Street Lighting Charges			
3.17	Sanitation			
3.18	Sewer Charges			
3.19	Street Sanitation Charges			
3.20	Refuse Collection Charges			
3.21	Sale of Waste and Sludge			
3.22	Weed Removal and Cleaning Charges			
3.23	Health			
3.24	Parks and Public Property	2821	2400	2800
3.25	Cemeteries			
3.26	Miscellaneous Services	24561	16400	12600
3.27	Other (specify):			
Fines and Forfeitures				
4.1	Fines	36597	41300	37900
4.2	Forfeitures			
4.3	Other (specify):			

CONTINUE PART I ON PAGE 3

Name Perry City		Fiscal Year Ended		6/30/2016
Part I General Fund Revenue - Continued				
Source of Revenue (a)		Prior Year Actual Revenue (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
Intergovernmental Revenue				
5.1	Federal Grants	112500		
5.2	General Government		8045	8250
5.3	Public Safety	6397	5500	6860
5.4	Highways and Streets			
5.5	Health			
5.6	Cultural - Recreation			
5.7	Federal Payments in Lieu of Taxes			
5.8	State Grants			
5.9	State Shared Revenue			
5.10	Class "C" Road Fund Allotment	170827	179600	219500
5.11	Liquor Fund Allotment	4225	4700	3990
5.12	Grants from Local Units	7500	20000	20000
5.13	Other (specify): Parks Impact Fee	32000	36000	40000
Miscellaneous Revenue				
6.1	Interest Earnings	17083	16800	18000
6.2	Rents and Concessions			
6.3	Sale of Fixed Assets - Compensation for Loss			
6.4	Sale of Materials and Supplies			
6.5	Sales of Bonds			
6.6	Other Financing - Capital Lease Obligations			
6.7	Other (specify):			
Contributions and Transfers				
7.1	Transfer From: Public Safety Impact Fees		10000	18250
7.2	Transfer From: Park Impact Fees			20677
7.3	Transfer From:			
7.4	Transfer From:			
7.5	Transfer From:			
7.6	Loan From:			
7.7	Loan From:			
7.8	Contribution from Private Sources			
7.9	Beg. Class "C" Road Fund Bal. to be Appopr.		100400	10000
Beg. General Fund Bal. to be Appropriated			28716	141843
TOTAL REVENUES		2014496	2156201	2254736

CONTINUE ON PAGE 4 WITH PART II

Name Perry City		Fiscal Year Ended		6/30/2016
Part II General Fund Expenditures				
Expenditure (a)		Prior Year Actual Exp. (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
General Government				
Administrative/Legislative		598999	639045	695600
Commission or Council				
Legislative Committees and Special Bodies				
Ordinances and Proceedings				
Judicial		29390	31650	31000
City and Precinct Courts				
Juvenile Court				
District and Circuit Courts				
Law Library				
Executive and Central Staff Agencies				
Executive				
Boards and Commissions				
Central Purchasing				
Personnel				
Budgeting				
Data Processing				
Microfilming				
Administrative Agencies				
Auditor				
Clerk				
Treasurer				
Recorder				
Attorney				
Surveyor				
Assessor				
Non-Departmental				
General Governmental Buildings				
Elections				
Planning and Zoning				
Education and Community Promotion				
Other Professional Services				
Other (specify):				

CONTINUE PART II ON PAGE 5

Name Perry City		Fiscal Year Ended		6/30/2016
Part II General Fund Expenditures - Continued				
Expenditure (a)		Prior Year Actual Exp. (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
Public Safety				
	Police Department	581951	559010	540644
	Fire Department	20200	22310	28310
	Corrections (Jail)			
	Protective Inspections			
	Other Protective			
	Agricultural Inspection			
	Animal Control and Regulation	1252	1410	1450
	Flood Control			
	Emergency Services (Civil Defense)			
	Other (specify): First Responders	41362	37812	33894
Public Health				
	Health Services			
	Infirmaries			
	Other (specify):			
Highway and Public Improvements				
	Highways	384213	369499	360892
	Class "C" Road Program			
	Sanitation			
	Sewage Collections and Disposal			
	Shop and Garage			
	Construction			
	Repair and Maintenance			
	Other (specify):			
Parks, Rec., and Public Property				
	Park and Park Areas	97234	159311	135829
	Park Lighting			
	Recreation and Culture			
	Libraries			
	Cemeteries			
	Other (specify): Gun Range		43911	46689
CONTINUE PART II ON PAGE 6				

Name Perry City		Fiscal Year Ended		6/30/2016
Part II General Fund Expenditures - Continued				
Expenditure (a)		Prior Year Actual Exp. (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
Community and Economic Development				
Community Planning				
Community Development		56306	124615	212800
Urban Redevelopment and Housing				
Economic Development and Assistance				
Economic Opportunity				
Other (specify):				
Debt Service				
Principal and Interest				
Other (specify):				
Transfers and Other Uses				
Transfer To: Sewer Fund		142628	142628	142628
Transfer To: Capital Projects			25000	25000
Transfer To:				
Loan To:				
Loan To:				
Loan To:				
Use of Restricted/Reserved Fund Balance				
Class "C" Road Funds				
Miscellaneous				
Judgments and Losses				
FEMA Reimbursement of Flood Costs				
Other Flood Costs				
Other (specify):				
Budgeted Increase in Fund Balance		60961		
TOTAL EXPENDITURES		2014496	2156201	2254736

CONTINUE ON PAGE 7 FOR PART III

Name	Perry City	Fiscal Year Ended		6/30/2016
Part III	Special Revenue Fund			
Nature of the Fund:				
	Description (a)	Prior Year Actual (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
	Revenues			
	Other Sources			
	Usage of Beginning Fund Balance			
	Transfer From:			
	TOTAL REV AND OTHER SOURCES	0	0	0

	Expenditures			
	Other Uses			
	Budgeted Increase in fund Balance			
	Transfer To:			
	TOTAL EXP AND OTHER USES	0	0	0

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Name Perry City	Fiscal Year Ended	6/30/2016
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Part IV Debt Service Fund

Description (a)	Prior Year Actual (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
Revenues			
Bond Issues (Except Enterprise)			
Property Taxes			
Fee-in-Lieu of Property Taxes			
Interest Income			
Transfer From: Interfund Loan from RDA Tax Increment		14720	
Other: Charges for Service	191826	141258	183464
TOTAL REVENUE	191826	155978	183464

Beginning Fund Balance	62669	66215	62098
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TOTAL AVAILABLE FOR APPROPRIATION	254495	222193	245562
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Expenditures			
Debt Service	129000	59481	142000
Retirement of bonds			
Interest on bonds	27683	56412	44598
Agent's Fees			
Other: Swap Interest & Admin Fees	31597	44202	4775
Retirement of Interfund Loan			14720
Interest on Interfund Loan			82
TOTAL EXPENDITURES	188280	160095	206175

Ending Fund Balance	66215	62098	39387
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Name	Perry City	Fiscal Year Ended	6/30/2016
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Part V	Capital Projects Fund
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Nature of the Fund:	Perry-Brigham Joint Fire Station
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Description (a)	Prior Year Actual (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
Revenues			
Transfers from General Fund	0	25000	25000
Interest Income			
Other Additions			
TOTAL REVENUE	0	25000	25000

Beginning Fund Balance			25000
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TOTAL AVAILABLE FOR APPROPRIATION	0	25000	50000
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Expenditures			
TOTAL EXPENDITURES	0	0	0

Ending Fund Balance	0	25000	50000
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Name	Perry City	Fiscal Year Ended	6/30/2016	
Part VI	Other Fund			
Nature of the Fund:				
	Description (a)	Prior Year Actual (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
	Revenues			
	Transfers from General Fund			
	Interest Income			
	Other Additions			
	Beginning Fund Balance to be Appropriated			
	TOTAL REVENUE	0	0	0
	Expenditures			
	Appropriated Increase in fund Balance			
	TOTAL EXPENDITURES	0	0	0

INSTRUCTIONS:

- The enterprise budget form is an accrual basis budget. While we acknowledge that a cash flow analysis is critical to the effective operation of any organization, it is more important to know whether the enterprise is operating at a profit or loss on current year revenues and expenses in a fiscal year period. Since enterprise funds are required to follow the same accounting principles for determining profit or loss that a private company is, it must be recognized that certain items such as bond proceeds are not revenues even though they provide cash, and items such as construction and major improvements of systems and debt repayment are not expenses even though they use cash. Accordingly, it would be helpful for the town to use the cash reconciliation section provided at the bottom of the form for cash flow analysis. Net income (loss) should not reflect retained earnings.

- A separate budget should be submitted for each enterprise function, such as water and electric. A combined budget may be prepared only if the function of the enterprise is closely related, such as water and sewer.

- Bonds to be repaid from enterprise funds should be budgeted and reported in the enterprise fund rather than the debt service fund.

See page 2 of section IV.C.02 in the Uniform Accounting Manual

Name	Perry City	Fiscal Year Ended	6/30/2016
Part VII	Enterprise or Internal Service Fund:	Fleet Lease	
Description (a)	Prior Year Actual (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
Operating Revenue			
Charge for Services			
Interest Earned			
Other: Cash Received from Customers	41327	48672	56030
Other:			
Other:			
TOTAL OPERATING REVENUE	41327	48672	56030
Operating Expense			
Personnel Services			
Contractual Services			
Material and Supplies			
Depreciation	41327	48672	56030
Other:			
Other:			
Other:			
TOTAL OPERATING EXPENSE	41327	48672	56030
Non-Operating Revenue (Expense) and Transfers			
Connection Fees			
Interest Expense			
Capital Contributions From Outside Sources			
Impact Fee Collected			
Operating Transfers From:			
Impact Fee Spent			
Operating Transfers To:			
Other: Net assets beginning	61148	61148	61148
NET INCOME (LOSS)	61148	61148	61148
Cash Operating Needs			
Net Income (Loss)	61148	61148	61148
Plus: Depreciation			
Plus:			
Plus:			
Plus:			
Less: Major Improvements and Capital Outlay			
Less: Bond Principal Payments			
Less:			
Less:			
Less:			
TOTAL CASH PROVIDED (REQUIRED)	61148	61148	61148
Source of Cash Required			
Cash Balance at Beginning of Year			
Sale of Investment and Other Current Assets			
Issuance of Bonds and Other Debt			
Loans from Other Funds			
Other:			
Other:			
TOTAL CASH PROVIDED (REQUIRED)	0	0	0

Name	Perry City	Fiscal Year Ended	6/30/2016
Part VII	Enterprise or Internal Service Fund:	Utility Fund	
Description (a)	Prior Year Actual (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
Operating Revenue			
Charge for Services	587835	597720	658000
Interest Earned	2505		
Other: Miscellaneous Operating Revenue	7000	6800	
Other:			
Other:			
TOTAL OPERATING REVENUE	597340	604520	658000
Operating Expense			
Personnel Services	141109	146194	161582
Contractual Services	211283	201250	210900
Material and Supplies	19605	285343	225145
Depreciation	90189	87082	96105
Other: Utilities	66924	66800	65800
Other: Repairs and Maintenance	69283		
Other:			
TOTAL OPERATING EXPENSE	598393	786669	759532
Non-Operating Revenue (Expense) and Transfers			
Connection Fees			
Interest Expense	-5338	-4890	-3968
Capital Contributions From Outside Sources	37200		
Impact Fee Collected	95504	55563	91300
Operating Transfers From:			
Operating Transfers From:			
Operating Transfers From: Impact Fees			105500
Operating Transfers From: Unrestricted Fund Bal		202889	
Impact Fee Spent			
Operating Transfers To:			
Other: Miscellaneous Revenue	998	800	1000
NET INCOME (LOSS)	127311	72213	92300
Cash Operating Needs			
Net Income (Loss)	127311	72213	92300
Plus: Depreciation			
Plus:			
Plus:			
Plus:			
Less: Major Improvements and Capital Outlay			
Less: Bond Principal Payments			
Less:			
Less:			
Less:			
TOTAL CASH PROVIDED (REQUIRED)	127311	72213	92300
Source of Cash Required			
Cash Balance at Beginning of Year			
Sale of Investment and Other Current Assets			
Issuance of Bonds and Other Debt			
Loans from Other Funds			
Other:			
Other:			
TOTAL CASH PROVIDED (REQUIRED)	0	0	0

Name	Perry City	Fiscal Year Ended		6/30/2016
Part VII	Enterprise or Internal Service Fund:	Sewer Fund		
	Description (a)	Prior Year Actual (b)	Current Year Estimate (c)	Ensuing Year Approved Budget Appropriation (d)
	Operating Revenue			
	Charge for Services	898691	891838	918919
	Interest Earned	14387	10621	
	Other: Miscellaneous	475		
	Other:			
	Other:			
	TOTAL OPERATING REVENUE	913553	902459	918919
	Operating Expense			
	Personnel Services	146445	172700	187599
	Contractual Services	16675	25000	25000
	Material and Supplies	9635	133149	144530
	Depreciation	410988	406866	413288
	Other: Utilities	90031	78571	82700
	Other: Repairs and Maintenance	64686		
	Other: Insurance	17218	21600	21600
	TOTAL OPERATING EXPENSE	755678	837886	874717
	Non-Operating Revenue (Expense) and Transfers			
	Connection Fees			
	Interest Expense	-315600	-308100	-298500
	Capital Contributions From Outside Sources		22500	18500
	Impact Fee Collected	105000	83025	93175
	Operating Transfers From: General Fund	142628	142628	142628
	Operating Transfers From:			
	Operating Transfers From:			
	Operating Transfers From:			
	Impact Fee Spent			
	Operating Transfers To:			
	Operating Transfers To:			
	Operating Transfers To:			
	Operating Transfers To:			
	Other: Miscellaneous	-16097		
	NET INCOME (LOSS)	73806	4626	5
	Cash Operating Needs			
	Net Income (Loss)	73806	4626	5
	Plus: Depreciation			
	Plus:			
	Plus:			
	Plus:			
	Less: Major Improvements and Capital Outlay			
	Less: Bond Principal Payments			
	Less:			
	Less:			
	Less:			
	TOTAL CASH PROVIDED (REQUIRED)	73806	4626	5
	Source of Cash Required			
	Cash Balance at Beginning of Year			
	Sale of Investment and Other Current Assets			
	Issuance of Bonds and Other Debt			
	Loans from Other Funds			
	Other:			
	Other:			
	TOTAL CASH PROVIDED (REQUIRED)	0	0	0

Perry City

May, 26th 2015

My name is Darren Thompson, and I have recently purchased property from Desmond Thomas. This property is located at 477 south 2000 west. I would like to run an auto reconditioning business from this location. This building is one continuous building that roughly 12 years ago was allowed to be split into two separate parcels by the city. After approaching the city for a business license to operate out of this location, I was informed of a few issues that needed to be resolved before the business license could be issued. After resolving most of these issues with the city, the only requirement that remains is the need to install a bathroom in the building.

The fees that would be required to hook up to Perry City's water and sewer main are as follows:

Water

\$2,760 water fee

\$350 meter fee

\$3,110 Total

Sewer

\$5,250 sewer fee

\$50 connection fee

\$5,300 Total

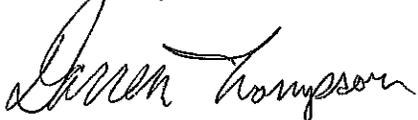
\$8,410 Grand total

This total of \$8,410 is an exorbitant amount of money that is being required by Perry City to install one bathroom. I feel that Perry City has the responsibility to resolve this matter.

Therefore I am respectfully requesting that the Perry City Council grant my request to waive all water and sewer fees involved in this project.

Sincerely

Darren Thompson

A handwritten signature in cursive script that reads "Darren Thompson". The signature is written in black ink and is positioned below the printed name.

For Informal Renewal Discussion Purposes Only

2/6/2015

**FRANCHISE AGREEMENT BETWEEN PERRY CITY, UTAH AND COMCAST OF
UTAH I, INC.
2015**

This Franchise Agreement (“Franchise”) is between Perry City, hereinafter referred to as the “Franchising Authority” and Comcast of Utah I Inc., hereinafter referred to as the “Grantee”.

The Franchising Authority hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

SECTION 1

Definition of Terms

1.1 Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

A. **“Affiliate”** when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

B. **“Basic Cable”** is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.

C. **“Cable Act”** means Title VI of the Communications Act of 1934, as amended.

D. **“Cable Services”** shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

E. **“Cable System”** shall mean the Grantee’s facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.

F. “FCC” means Federal Communications Commission or successor governmental entity thereto.

G. “Franchise” means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System within the Franchise Area.

H. “Franchising Authority” means Perry City, within the State of Utah, or the lawful successor, transferee, or assignee thereof.

I. “Grantee” means Comcast of Utah I, Inc., or the lawful successor, transferee, or assignee thereof.

J “Gross Revenue” means any and all revenue in whatever form, from any source, directly received by the Grantee or Affiliate of the Grantee that would constitute a Cable Operator of the Cable System under the Cable Act, derived from the operation of the Cable System to provide Cable Services in any manner that requires use of the Public Ways in the Service Area. Gross Revenues include, but are not limited to, basic, expanded basic, and pay service revenues, revenues from installation, rental of converters, the applicable percentage of the sale of local and regional advertising time, and any leased access revenues.

Gross Revenues do not include any fees or taxes which are imposed directly or indirectly on any Subscriber by any governmental unit or agency, and which are collected by the Grantee on behalf of a governmental unit or agency including the FCC User Fee. Gross Revenues do not include non-subscriber revenues or any revenue which cannot be collected by the Grantee and are identified as bad debt; provided, that if revenue previously representing bad debt is collected, this revenue shall be included in Gross Revenues for the collection period.

K. “Person” means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity but not the Franchising Authority.

L. “Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing and operating the Grantee's Cable System over poles, wires, cables, conductors, ducts, vaults, manholes, amplifiers, appliances,

attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

M. "Service Area" means the present municipal boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.

N. "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.

O. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

SECTION 2

Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System.

2.2 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the Franchising Authority.

Each and every term, provision or condition herein is subject to the provisions of State law, federal law, and County ordinances and regulations enacted pursuant thereto. Notwithstanding the foregoing, the Town may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

2.4 Competitive Equity.

(A) Overview^[KRN1].

The Grantee and the Franchising Authority acknowledge that there is increasing competition

in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to residents of the Franchising Authority; and changes in the scope and application of the traditional regulatory framework governing the provision of video series are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to the residents; promote local communications infrastructure investments and economic opportunities in the Franchising Authority; and provide flexibility in the event of subsequent changes in the law, the Grantee and the Franchising Authority have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind.

(B) New Video Service Provider

Notwithstanding any other provision in this Agreement or any other provision of law, if any Video Service Provider (“VSP”) (i) enters into any agreement with the Franchising Authority to provide video services to subscribers in the Franchising Authority, or (ii) otherwise begins to provide video services to subscribers in the Franchising Authority (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to subscribers in the Franchising Authority under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

(C) No Written Agreement Between Franchising Authority and Third Party VSP

If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Grantee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Grantee and other VSP’s, taking into account the terms and conditions under which other VSP’s are allowed to provide video services to subscribers within the boundaries of the Franchising Authority.

(D) Effect of this Section on the Overall Agreement

Any agreement, authorization, right or determination to provide video services to subscribers in the Franchising Authority under any provision under this Section 2.3 shall

supersede this Agreement, and the Grantee, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchising Authority, without penalty or damages.

(E) VSP Defined

The term “Video Service Provider” or “VSP” shall mean any entity using the public rights-of-way to provide multiple video programming services to subscribers, for purchase at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet Protocol based services.

~~In the event the Franchising Authority enters into a Franchise, permit, license, authorization, or other agreement of any kind with any other Person or entity other than the Grantee to enter into the Franchising Authority’s Public Ways for the purpose of constructing or operating a Cable System or providing Cable Service to any part of the Service Area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair advantage over another, and to provide all parties equal protection under the law. In the event that the Franchising Authority enters into any terms with a competitor to Comcast for Cable Services or for a Cable System, the Franchising Authority shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant, or provide relief from existing material terms or conditions, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent.~~

2.5 Term. The Franchise granted hereunder shall be for an initial term of Ten (10) years commencing on the effective date of the Franchise as set forth in subsection 8.6, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

SECTION 3

Standards of Service

3.1 Conditions of Occupancy. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way at Grantee’s expense to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

3.3 Relocation for the Franchising Authority. Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee shall at its own expense protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures or improvements which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its property.

In the event of an emergency, the Franchising Authority shall notify the Grantee, who shall immediately respond to the emergency. Should the Grantee be unable to respond in a timely manner, the Franchising Authority shall take such action as is necessary to meet the emergency.

The Grantee shall in all cases have the right of abandonment of its property. If public funds are available to any person using such street, easement, or right-of-way for the purpose of defraying the cost of any of the foregoing, then the Franchising Authority shall make application for such funds on behalf of the Grantee.

3.4 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

3.5 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth in the public way in order to access and maintain the Cable System.

3.6 Safety Requirements. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

3.7 Aerial and Underground Construction. Prior to construction, in each case, all applicable permits shall be applied for and granted and all fees shall be paid.

In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground, provided that such underground locations are actually capable of accommodating

the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality.

In any region(s) of the Franchise Area where the transmission of distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals or other related equipment.

3.8 Access to Open Trenches. The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) that the utility or developer provide the Grantee with reasonable access to the open trench.

3.9 Required Extensions of the Cable System. Whenever the Grantee receives a request for Cable Service from a Subscriber in a contiguous unserved area where there are at least 15 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of the Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.10 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of subsection 3.9 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals 15. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata* basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any non-Standard Installation charges to extend the Cable System from the tap to the residence.

3.11 Cable Service to Public Buildings. The Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Cable to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), police station(s), and K-12

public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in any loss or damage to the Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

3.12 Technical Standards. The Grantee is responsible for ensuring that the Cable System is designed, installed and operated in a manner that fully complies with FCC rules in Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time. As provided in these rules, the Franchising Authority shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules but has no authority, pursuant to federal law, to enforce compliance with such standards.

3.13 Emergency Use.

A. In accordance with and at the time required by the provisions of FCC Regulations Part 11, Subpart D, Section 11.51, and as other provisions which may from time to time be amended, the Grantee shall install, if it has not already done so, and maintain an Emergency Alert System (EAS) for use in transmitting Emergency Act Notifications (EAN) and Emergency Act Terminations (EAT) in local and state-wide situations as may be designated to be an emergency by the Local Primary (LP), the State Primary (SP) and/or the State Emergency Operations Center (SEOC), as those authorities are identified and defined within FCC Regulations, Section 11.18.

B. The Franchising Authority shall permit only appropriately trained and authorized persons to operate the EAS equipment and take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority agrees to hold the Grantee, its employees, officers and assigns harmless from any claims arising out of the emergency use of its facilities by the Franchising Authority, including, but not limited to, reasonable attorneys' fees and costs.

3.14 Reimbursement of Costs. If funds are available to any Person using the Public Way for the purpose of defraying the cost of any act contemplated in this Agreement, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.

3.15 Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, § 76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

3.16 Fees and Charges to Customers All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

3.17 Customer Bills and Privacy Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 3.15 above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(C) of the Cable Act (47 U.S.C. 542(c)). The Grantee shall also comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto

3.18 Public, Educational and Government Access. Upon request by the Franchising Authority, the Grantee shall make available one (1) channel to be used for public, educational and government cablecast programming. The Grantee also reserves the right to program the designated educational and government channel during the hours not used by the Franchising Authority or other governmental entities. The Grantee reserves the right to share the channel with other municipalities receiving programming from the common head end receive sight location. The Franchising Authority shall agree to indemnify, save and hold harmless the Grantee from any liability resulting from the uses of the aforementioned educational and government channel by the Franchising Authority, except for liability resulting from program time shared with other municipalities.

SECTION 4

Regulation by the Franchising Authority

4.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee equal to three percent (3 %) of annual Gross Revenue (as defined in subsection 1.1 of this Franchise) received by the Grantee from operation of the Cable System to provide Cable Service in the Franchise Area; provided however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other video service provider providing service in the Franchise Area. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. Payments shall be made by Grantee to the Franchising Authority on a quarterly basis, within sixty (60) days after the close of the

preceding calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

B. **Limitation on Franchise Fee Actions.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due.

4.2 Rates and Charges. The Franchising Authority may regulate rates for the provision of Basic Cable and equipment as expressly permitted by federal or state law.

4.3 Renewal of Franchise.

A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act.

B. In addition to the procedures set forth in said Section 626(a), the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this subsection 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and the Franchising Authority consider the terms set forth in this subsection 4.3 to be consistent with the express provisions of Section 626 of the Cable Act.

4.4 Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the

Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

4.5 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed given.

SECTION 5

Oversight and Regulation by Franchising Authority

5.1 Books and Records The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the Section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

5.2 Franchise Fees Subject to Audit.

5.2.1. Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the Franchising Authority shall have the right to inspect the

Grantee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

5.2.2. Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

5.2.3. Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its audit of the Grantee's books and records.

SECTION 6

Insurance and Indemnification

6.1 Insurance Requirements. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage. The Franchising Authority shall be designated as an additional insured. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon commencement of this Franchise Agreement, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this subsection.

6.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its elected officials, officers, employees, agents and volunteers from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's

construction, operation, or maintenance of its Cable System, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority to the extent of any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority.

6.3 Bonds and Other Surety Except as expressly provided herein, the Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. The Franchising Authority acknowledges that the legal, financial, and technical qualifications of the Grantee are sufficient for compliance with the terms of the Franchise and the enforcement thereof. The Grantee and the Franchising Authority recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for services. In order to minimize such costs, the Franchising Authority agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefore. The Franchising Authority agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$10,000, conditioned upon the substantial performance of the material terms, covenants, and conditions of the Franchise. Initially, no bond or other surety will be required. In the event that a bond or other surety is required in the future, the Franchising Authority agrees to give the Grantee at least 60 days prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in Grantee's legal, financial, or technical qualifications which would materially prohibit or impair its ability to comply with the terms of the Franchise or afford compliance therewith.

SECTION 7

Enforcement and Termination of Franchise

7.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

7.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority

shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.

7.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
 - B. Commence an action at law for monetary damages or seek other equitable relief;
- or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise in accordance with subsection 7.5.

7.5 Revocation. Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Franchise shall be revoked. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority *de novo*. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

7.6 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

SECTION 8

Miscellaneous Provisions

8.1 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority. Amendments to this Franchise shall be mutually agreed to in writing by the parties.

8.3 Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within five (5) business days after having been posted in the regular mail.

The notices or responses to the Franchising Authority shall be addressed as follows:

Perry City
Attn: Mayor
3005 S. 1200 W.
Perry, Utah 84302

The notices or responses to the Grantee shall be addressed as follows:

Comcast Cable Communications
Attn: Government Affairs
9602 South 300 West
Sandy UT 84070

with a copy to:

Comcast Corporation
Legal Department

1701 John F Kennedy Blvd.
Philadelphia PA 19103

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

8.4 Descriptive Headings. The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5 Severability. If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

8.6 Effective Date. The effective date of this Franchise is the _____ day of March, 2015 pursuant to the provisions of applicable law. This Franchise shall expire on the _____ day of March of 2025 unless extended by the mutual agreement of the parties.

IN WITNESS WHEREOF, the Town has entered into this Franchise Agreement on the date first considered above.

Perry City

Signature: _____
Karen Cronin, Mayor

ATTEST:

Susan K. O Bray
City Recorder

Council Vote

Ms Nelson _____

Mr. Chrisensen _____
Mr. Gerlach _____
Ms. Montgomery _____
Mr. Lewis _____

Accepted this _____ day of March, 2015, subject to applicable federal, state and local law

Comcast of Utah I, Inc.

Signature: _____

By: _____

Title: _____

1 PERRY CITY COUNCIL BUDGET WORK SESSION

2 PERRY CITY OFFICES

3 APRIL 29, 2015

5:02 PM

4

5 OFFICIALS PRESENT: Mayor Karen Cronin presided and conducted the meeting.
6 Todd Christensen, Esther Montgomery

7

8 OFFICIALS ABSENT: Brady Lewis, Peter Gerlach, Jana Nelson

9

10 CITY STAFF PRESENT: Greg Westfall, City Administrator
11 Shanna Johnson, Chief Deputy Recorder
12 Paul Nelson, Public Works Director

13

14 OTHERS PRESENT: Steve Pettingill

15

16 **CALL TO ORDER**

17 Mayor Cronin called the meeting to order.

18

19 • **BUDGET WORK SESSION - FISCAL YEAR 2015-2016 TENTATIVE DRAFT BUDGET**

20 Shanna Johnson reviewed the Sewer Revenues for the draft Tentative Budget for Fiscal Year 2015-
21 2016 (FY2016).

22

23 ○ **REVENUES - UNRESTRICTED**

24 Sewer Sales: \$ 795,000.00
25 Reimbursements WWTP: \$ 136,663.00
26 Reimbursement from State: \$ 18,500.00
27 Transfer from General Fund \$ 142,628.00

28

29 • **REVENUES - RESTRICTED**

30 Sewer Impact Fees: \$ 88,500.00
31 Connection Fees: \$ 410.00

32

33 **TOTAL SPENDABLE \$1,181,701.00**

34

35 Shanna explained that the restricted revenues can be used toward the budget as they help to cover bond
36 costs related to the Wastewater Treatment Plant. She said that revenues are based on the current
37 operational split of 66%-Perry / 34%- Willard. She stated that revenues planned for FY2016 are
38 \$21,405.34 less than the proposed expenditures and if the budgets proposed are approved a rate increase
39 will be needed.

40

41 ○ **EXPENSES**

42 The following department budget proposals were reviewed:

43

44

1

Department	FY2015 Current Budget	FY2015 Trend	FY2016 Draft Tentative Budget
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Wastewater Treatment Plant	\$1,018,411.10	\$984,246.31	\$1,064,768.00
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Shanna reviewed budget needed for bond requirements and depreciation and then turned the time to Steve Pettingill to review the budget request for operations.

Steve Pettingill proposed a 16.17% increase to the operations budget:

- Wage Increase of 7.8% for employees, due to the worry that the plant operator may leave. Greg Westfall asked if this could be addressed if that problem arose. Steve agreed that it could.
- Supplies - \$4,000 increase for possible sampling and testing requirements that may be imposed due to a new permit. Greg stated that the permit would not take effect until March and asked if this could be reduced at this time and increased later if the need to comply with permit requirements. Steve was supportive of Greg suggestion.
- Equipment - \$11,000 increase to allow for the purchase of chains and gear motors. Steve estimated this cost at \$22,000. (The trend for equipment expenses in FY2015 is \$41,823).
- Utilities increased to meet inflation.
- Professional & Technical – \$10,000 increase to cover: \$5,000 for assistance from the Jordan River Farmington Bay Water, \$2,000 for legal assistance relating to environmental protests during the permit process, \$8-10,000 for Assistance with the permit process and the creation of policies & procedures. Greg asked if there were any other new items to be paid from this line item. Steve did not disclose any other items.
- Disposal had no increase, but Steve cautioned that if we are unable to continue to dispose our sludge at Weber Central Sewer District and this has to be taken to the County Landfill the budget will need to be increased.
- Vehicle – \$5,600 increase for leasing a new truck. This would be a smaller light duty truck.

2

Sewer	\$127,575.19	\$95,239.02	\$138,338.34
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Paul Nelson reviewed the proposed budget for the sewer collections system for FY2016. He reviewed changes:

- Equipment - \$1,000 increase to cover additional shop equipment including a pipe locator and saw.
- Building, Grounds & Maintenance - \$5,900 increase to afford 33% of shop awning and \$1,000 general maintenance.
- Utilities – increased to cover inflation.
- Phone – increased to meet trend.
- Miscellaneous Supplies – decreased by \$200.

3

4 • **TIME KEEPING POLICY DISCUSSION**

5 The Mayor and Council Reviewed proposed changes to the Time Keeping and Benefit Time portions of
6 the Personnel Policy.

7 **ITEM 11: ADJOURNMENT**

8 Mayor Cronin closed the work session at 6:00 p.m.

9

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Susan O'Bray, City Recorder

Karen Cronin, Mayor

Shanna Johnson, Chief Deputy Recorder