

**Wednesday, July 1, 2015**  
**PERRY CITY COUNCIL MEETING AGENDA**

The Perry City Council will hold a meeting on the Wednesday identified above, starting at approximately 7:00 PM 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. 7:00 PM – Regular Meeting**

**1. Call to Order and Opening Ceremonies**

- A. Invocation – Brady Lewis
- B. Pledge of Allegiance – Mayor Cronin
- 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)

**3. Approx. 7:15 PM – Public Hearing (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 Ordinance 15-J Amending the Disposal of Public Owned Property

**4. Approx. 7:25 PM – Action Items (Roll Call Vote)**

- A. Approval of the Warrants
- B. Ordinance 15-J Amending the Disposal of Public Owned Property
- C. Authorize the Mayor to Sign a Contract with Box Elder County for Election Services
- D. Citizen Concern Regarding Residency & Fire Restrictions

**5. Approx. 7:45 PM-Executive Session (if needed)**

**6. Approx. 8:00 PM – Adjournment (next regular meeting on Thurs., July 16, 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 26<sup>th</sup> day of June, 2015. Any Individual requiring auxiliary services should contact the City Offices at least 3 days in advance (435-723-6461).

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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
<b>Molgard Law Offices</b>								
11773	Molgard Law Offices	06/23/2015	Leagal Services	06/15/2015	2,250.00	2,250.00	06/23/2015	
Total Molgard Law Offices:					2,250.00	2,250.00		
<b>Rocky Mountain Power</b>								
2501	Rocky Mountain Power	06/11/2015	powe bill	05/13/2015	1,604.45	1,604.45	06/11/2015	
2501	Rocky Mountain Power	06/11/2015	power bill	05/13/2015	89.00	89.00	06/11/2015	
2501	Rocky Mountain Power	06/11/2015	power bill	05/13/2015	4,871.95	4,871.95	06/11/2015	
2501	Rocky Mountain Power	06/11/2015	power bill	05/13/2015	65.17	65.17	06/11/2015	
2501	Rocky Mountain Power	06/11/2015	power bill	05/13/2015	355.25	355.25	06/11/2015	
2501	Rocky Mountain Power	06/11/2015	power bill	05/13/2015	4,731.13	4,731.13	06/11/2015	
Total Rocky Mountain Power:					11,716.95	11,716.95		
<b>Zions Bank</b>								
11510	Zions Bank	06/11/2015	Utopia	05/26/2015	9,329.24	9,329.24	06/11/2015	
Total Zions Bank:					9,329.24	9,329.24		
Grand Totals:					23,296.19	23,296.19		

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

City Recorder: \_\_\_\_\_

# Ordinance 15-J

## An Ordinance Amending the Disposal or Lease of Public Property

### SECTION:

- 2.30.040.1: Purpose
- 2.30.040.2: Definitions
- 2.30.040.3: Disposal of Public Property

2.30.040.1        **PURPOSE:** The city council of Perry City, Utah, deems that in order to ensure an equitable, competitive process in the disposition or lease of public property this “Disposal or Lease of Public Property” regulation be established.

2.30.040.2        **DEFINITIONS:** For purposes of this Chapter, the following definitions shall apply:

- A. “Significant parcel of real property” shall mean all real property.
  - (1) “Real Property” fixed property, principally land and buildings.
  - (2) “Personal Property” movable property, belongings exclusive of land and buildings.
- B. “Reasonable notice” shall mean publishing a notice of the proposed disposition and of a public hearing before the City Council to consider such disposition once in a newspaper of general circulation within the City.

### 2.30.40.3        **DISPOSAL OF REAL PROPERTY:**

- A. The City shall have the authority to sell, lease, convey and dispose of real and personal property for the benefit of the City as provided by Utah Code Ann. § 10-8-2, as amended.
- B. Before the City may dispose of a significant parcel of real property, the City shall:
  - 1. Provide reasonable notice of the proposed disposition at least fourteen (14) days before a scheduled meeting at which the City will hear public comment; and
  - 2. Hold a meeting at which the City Council accepts public comment on the proposed disposition.
- C. The City Council may also authorize at its discretion and under such terms and

conditions as it may deem desirable, fair and appropriate, considering intended use, property tax value, and the interests of the City, the sale of any public property, through public auction or other method designed to best serve the interests of the City residents and produce a fair return; the trade or exchange of any public property; and the lease or sublease of any public property. Methods for the sale of public property may include, but are not limited to; listing with a broker, auction, or private negotiations.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of U.C.A. §10-3-711, 1953 as amended, I, the City Recorder of Perry City, Utah, hereby certify that foregoing ordinance was duly passed and published, or posted at

1) \_\_\_\_\_ 2) \_\_\_\_\_ and 3) \_\_\_\_\_  
\_\_\_\_\_ on the above referenced dates.

PUBLISHED OR POSTED this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_ DATE: \_\_\_\_\_

City Recorder

## CONTRACT FOR ELECTION SERVICES

This agreement made and entered into by and between BOX ELDER COUNTY CLERK, State of Utah, (hereinafter "County") and PERRY CITY, a municipal corporation located in Box Elder County, State of Utah (hereinafter "City").

### R E C I T A L S

WHEREAS, City is desirous of obtaining the assistance of County in connection with an election to be conducted by City; and

WHEREAS, County, by and through the Box Elder County Clerk's office, is willing to provide assistance to City in connection with an election to be conducted by City; provided that City remains responsible for the election process; and

WHEREAS, City acknowledges and recognizes that County will provide assistance only and that responsibility for the election process shall remain with City and City shall conduct its election appropriately and in accordance with all applicable laws;

NOW THEREFORE, based upon these recitals and other good and valuable consideration, County and City do hereby agree as follows:

1. County, by and through the Box Elder County Clerk/Election's Office agrees to provide the following assistance in connection with the City's election process:

- a. Test, program, assemble and make available to City, voting machines and poll supplies.
- b. Provide for delivery and retrieval of voting equipment.
- c. Provide electronic ballot files for optical scan ballots printing.
- d. Provide Information Systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and election result reports.
- e. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for electronic voting.
- f. Conduct poll worker training.

- g. Conduct early voting training.
- h. Set-up and take down equipment for early voting (if applicable).
- i. Provide preparation and personnel for the public demonstration of the tabulation equipment.
- j. Verify and process provisional ballots.
- k. Provide result data for canvass.
- l. If required, in cooperation with the City, conduct an election audit.

2. City agrees to do the following:

- a. Provide and act as the Chief Election Officer and assume all duties and responsibilities as outlined by law.
- b. Accept all Declaration of Candidacy forms and publish notice of candidates.
- c. Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
- d. Notify candidates of financial statement deadlines, accept forms and notify candidates of the option to complete a biography for the statewide website.
- e. Identify polling locations.
- f. Recruit poll workers.
- g. Compensate poll workers.
- h. Publish all legal notices which include, but are not necessarily limited to election notice, polling locations and ballots, public logic and accuracy, canvass notice, results, and audit notice (if applicable).
- i. Proof and approve ballot formats, determine quantity of optical scan ballots to be printed for by-mail, absentee, provisional and curbside voting.

- j. Accept absentee ballots and deliver to county on Election Day.
- k. City agrees to pay the County or designated vendor for printing optical scan ballots, envelopes and poll books.
- l. Arrange and conduct election canvass.
- m. Perform all other election related duties and responsibilities not outlined in this agreement and required by law for the entire election process.
- n. City agrees to pay County repair or replacement costs for damaged voting equipment which occurs at the polling locations beyond the normal wear and tear.

3. City agrees to conduct the election according to the statutes, rules, executive orders, and policies of the Lieutenant Governor as the Chief Elections Officer of the state. In addition, City shall defend, indemnify and hold harmless of and from any and all liability arising out of or in any way related to County's performance of the Agreement, except for any negligent, intentional or criminal conduct of the County.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A". The payment shall be made within thirty (30) days of receiving the invoice prepared by the County.

5. This Agreement shall be effective as of the date of execution by all parties.

6. This Agreement shall continue in effect until terminated by either party.

7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each of which shall be deemed an original.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

BOX ELDER COUNTY

By \_\_\_\_\_  
Marla Young, Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

PERRY CITY

By \_\_\_\_\_  
Perry City Mayor

ATTEST:

\_\_\_\_\_  
Perry City Recorder

Exhibit A

April 15, 2015

Perry Recorder  
 3005 S 1200 W  
 Perry, UT 84302

2015 MUNICIPAL ELECTION ESTIMATE

Gems Programming			\$ 225.00
Logic & Accuracy Testing (\$25.00 per machine)	6	\$ 25.00	\$ 150.00
TSX Programming and Key Cards (\$10.00 per machine)	6	\$ 10.00	\$ 60.00
Optical Scan Logic & Accuracy Test			\$ 50.00
Security Tags (\$3.00 per machine)	6	\$ 3.00	\$ 18.00
Canisters, Spools & Paper (\$2.00 per machine)	6	\$ 2.00	\$ 12.00
Pickup & Delivery			\$ 75.00
Rovers During Election Day			\$ 75.00
Early Morning & Election Night Help			\$ 100.00
Canvass Preparation			\$ 25.00
Public Demonstration Logic & Accuracy			\$ 10.00
Early Voting Set-up, Training & Machines (\$25.00 per machine)	2	\$ 25.00	\$ 50.00
Early Voting Security Tags (\$3.00 per machine)	2	\$ 3.00	\$ 6.00
Early Voting Canisters, Spools & Paper (\$2.00 per machine)	2	\$ 2.00	\$ 4.00
Poll Worker Training			\$ 50.00
Poll Worker Training Supplies & Binder Supplies			\$ 15.00
K & H Printing Set-up Fee			\$ 75.00
Ballots Printed by K & H Printing (# of ballots x printing cost)	50	\$ 0.30	\$ 15.00
Permanent Absentee as of April 13, 2015 (2 envelopes per absentee)	304	\$ 0.50	\$ 152.00
Additional Absentee Envelopes Used (\$0.25 per envelope)		\$ 0.25	\$ -
<b>Total</b>			<b>\$ 1,167.00</b>