

Thursday, October 8, 2020
PERRY CITY COUNCIL MEETING AGENDA
This is an “Electronic Meeting” Web/Teleconferencing will be used to participate
Go to www.perrycity.org for meeting access instructions

The Centers for Disease Control and Utah Department of Health have declared a national and state pandemic for COVID-19 where social distancing and other requirements are in place to prevent the spread of this infectious disease.

Onsite Attendance Capacity: limited to eight (8) public attendees in order to meet CDC social distancing requirements.

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

Approx. 7:00 PM – Regular City Council Meeting

- 1. Call to Order**
- 2. Procedural Issues**
 - A. Conflicts of Interest Declaration(s), If Any
- 3. Approx. 7:05 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 Resolution 2020-18 Amending the Fiscal Year 2020-2021 Budget
- 4. Action Items (Roll Call Vote)**
 - A. Approval of Warrants
 - B. Resolution 2020-18 Amending the Fiscal Year 2020-2021 Budget
 - C. Resolution 2020-19 Authorizing a CARES Act Interlocal Agreement between Perry City and Box Elder County
- 5. Minutes & Council/Mayor Reports (Including Council Assignments)**

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

 - A. Approval of Consent Items
 - September 10, 2020 City Council Meeting Minutes
 - September 24, 2020 City Council Meeting Minutes
 - B. Mayor’s Report
 - C. Council Reports
 - D. Staff Comments
 - E. Planning Commission Report
- 6. Executive Session (if needed)**
 - A. Discussion of the purchase, exchange, lease, or sale of real property, when public discussion would disclose the value of the property or prevent the authority from completing the transaction of the best possible terms.
 - B. Strategy session to discuss the character, professional competence, or physical or mental health of an individual.

- C. Strategy session to discuss collective bargaining.
- D. Strategy session regarding pending, or reasonably imminent litigation.
- E. Strategy session to discuss the deployment of security personnel, devices, or systems.
- F. Discussion of investigative proceedings regarding allegations of criminal misconduct.

7. Approx. 8:15 PM - Adjournment

Certificate of Posting

The undersigned duly appointed official hereby certifies that a copy of the foregoing agenda was sent to each member of the City Council and was posted in three locations: the Perry City Offices, Centennial Park, Perry City Park; and was emailed to the Ogden Standard-Examiner, Box Elder News Journal; and posted on the State Public Meeting Notice Website on this 1st day of October, 2020. 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

PERRY CITY

RESOLUTION No. 2020-18

**AN RESOLUTION AMENDING THE BUDGET FOR THE PERRY
CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND
ENDING JUNE 30, 2021.**

WHEREAS, on August 27, 2020, the Perry City Council adopted by resolution the budget for the Perry City for the fiscal year beginning July 1, 2020 and ending June 30, 2021, in accordance with the requirements of the state statute; and

WHEREAS, the Mayor has prepared and filed with the City Recorder proposed amendments to the adopted budget for consideration by the City Council; and

WHEREAS, said proposed amendments reflect adjustments to revenues and expenses; and

WHEREAS, the proposed amendments have been duly noticed and a public hearing held on October 8, 2020 as required by applicable Utah Statutes; and

WHEREAS, all conditions precedent to the amendment of the budget have been accomplished; and

WHEREAS, the Perry City Council determines that amending the fiscal year 2020-2021 budget is in the best interest of the health, safety, and welfare of the citizens of the Perry City, Utah.

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

**SECTION 1
BUDGET ADOPTION**

The budget amendment attached hereto as *Exhibit A* and made a part of this Resolution is hereby adopted and incorporated in the budget of the Perry City, Utah for the fiscal year beginning July 1, 2020, and ending June 30, 2021, in accordance with the requirements of state law.

**SECTION 2
CERTIFICATION**

The City Recorder is hereby directed to have this Resolution certified by Shanna Johnson as Budget Officer.

**SECTION 3
EFFECTIVE DATE**

This resolution shall take effect immediately upon posting, as required by law, deposited and recorded in the office of the City Recorder, and accepted as required herein.

PASSED AND APPROVED this 8th day of October, 2020.

PERRY CITY

By: _____
Kevin Jeppsen, Mayor

[SEAL]

VOTING:

Montgomery	Yea	___	Nay	___
Tueller	Yea	___	Nay	___
Watkins	Yea	___	Nay	___
Wright	Yea	___	Nay	___
Ostler	Yea	___	Nay	___

ATTEST

Shanna Johnson,
Deputy City Recorder

DEPOSITED in the office of the City Recorder this ___ day of October, 2020.

RECORDED this ___ day of October, 2020.

EXHIBIT A

BUDGET AMENDMENTS TO 2020-2021 BUDGET

	Increase (Decrease)	Original Budget	Amended Budget
ADDITIONAL REVENUES FOR GENERAL FUND			
BEG. GENERAL FUND BAL. TO BE APPROPRIATED	\$26,123	\$169,617	\$195,740
TOTAL	\$26,123	\$169,617	\$195,740
AMENDMENTS TO GENERAL FUND EXPENSES			
ADMINISTRATION (<i>STAFF REORGANIZATION</i>)	(\$28,168)	\$773,305	\$745,137
POLICE (<i>STAFF REORGANIZATION</i>)	\$54,291	\$901,994	\$956,285
CONTRIBUTION TO CAPITAL PROJECTS (PARK EQUIPMENT & IMPROVEMENTS)	(\$4,000)	\$32,329	\$28,329
PARKS	\$4,000	\$117,859	\$121,859
TOTAL	\$26,123	\$1,825,487	\$1,851,610
	Additional	Original Budget	Amended Budget
ADDITIONAL REVENUES FOR GENERAL FUND	\$26,123	\$3,463,280	\$3,489,403
AMENDMENTS TO GENERAL FUND EXPENSES	\$26,123	\$3,463,280	\$3,489,403
CAPITAL PROJECTS FUND PARKS EQUIPMENT & IMPROVEMENTS REVENUE	(\$4,000)	\$32,329	\$28,329

Report Criteria:

Detail report.
Invoices with totals above \$2000.00 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Ormond Construction								
10217	Ormond Construction	9/17/2020	2020 Water Projects-900 W	08/01/2020	89,912.02	89,912.02	09/17/2020	
Total Ormond Construction:					89,912.02	89,912.02		
Rocky Mountain Power								
2501	Rocky Mountain Power	9/30/2020	WWTP Power	09/15/2020	5,495.99	5,495.99	09/30/2020	
Total Rocky Mountain Power:					5,495.99	5,495.99		
Staker & Parson Companies								
10168	Staker & Parson Companies	9/17/2020	1200 W Boundary Extension Proj	09/01/2020	80,255.95	80,255.95	09/17/2020	
Total Staker & Parson Companies:					80,255.95	80,255.95		
Utah Local Governments Trust								
10333	Utah Local Governments Trust	105115	Liability& Property Insurance	09/11/2020	65,023.92	65,023.92	09/23/2020	
Total Utah Local Governments Trust:					65,023.92	65,023.92		
Utah State Division Of Finance Attn Loan								
12720	Utah State Division Of Finance Att	9/21/2020	Interest Remaining on Series 200	09/21/2020	86,221.50	86,221.50	09/21/2020	
Total Utah State Division Of Finance Attn Loan:					86,221.50	86,221.50		
Zions Bank								
11510	Zions Bank	9/23/2020	Utopia	09/10/2020	10,300.23	10,300.23	09/23/2020	
Total Zions Bank:					10,300.23	10,300.23		
Grand Totals:					337,209.61	337,209.61		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

**PERRY CITY
RESOLUTION 2020-19**

CARES ACT INTERLOCAL AGREEMENT

**A RESOLUTION OF PERRY CITY, UTAH, ENTERING AN
INTERLOCAL AGREEMENT BETWEEN BOX ELDER COUNTY AND
PERRY CITY RELATING TO THE USE AND REPORT OF CARES ACT
RELIEF FUNDS.**

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

WHEREAS, Box Elder (hereafter “County”) is a body politic and political subdivision of the State of Utah;

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

WHEREAS, the City and County received distribution of CARES Act funds from the United States of America as distributed and administer by the State of Utah;

WHEREAS, the City desires to enter into the Interlocal Agreement (hereafter “Agreement”) for the County to manage the reporting and disbursement for a portion of CARES Act funds on behalf of the City;

WHEREAS, the City and County find this Agreement to be mutually beneficial;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Perry City, Utah, that the Agreement attached hereto as Exhibit “A” and incorporated herein by this reference is hereby approved and adopted. The City Council hereby authorizes and directs the Mayor to execute said Agreement along with any documents relating thereto for and on behalf of the City.

PASSED AND APPROVED by the Perry City Council this ____ day of _____, 2020.

Mayor

ATTEST:

City Recorder

INTERLOCAL COOPERATION AGREEMENT

Between

_____ COUNTY, UTAH and _____ CITY, UTAH

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into between _____ COUNTY, a body corporate and politic of the State of Utah (“County”), and _____ CITY, a Utah municipality within _____ County (“Municipality”). The County and Municipality may collectively be referred to hereinafter as “the Parties.”

RECITALS:

WHEREAS, the Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq. (the Cooperation Act”), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, the Federal Government provided \$1.25 billion to Utah state and local governments through the Coronavirus Relief Fund (CRF) included in section 5001 of the Coronavirus Aid, Relief, and Economic Security Act Federal Funding (CARES) Act; and

WHEREAS, State and local governments may only use the CRF payments to respond to the COVID-19 pandemic; and

WHEREAS, the State of Utah, as permitted by the U.S. Treasury, is distributing a portion of its \$934.8 million CRF disbursement provided by the CARES Act to Utah’s counties and municipalities located outside of Salt Lake County and Utah County (eligible local governments); and

WHEREAS, the County received funds through the State distribution of CRF funds and entered into an interlocal agreement with the State of Utah; and,

WHEREAS, municipalities within the County also received funds through the State distribution of CRF funds and entered into an interlocal agreement with the State of Utah; and

WHEREAS, the Parties now desire to enter into an interlocal agreement by which the County may manage reporting and disbursement of CRF funds on behalf of the Municipality.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this agreement, the mutual benefits to the parties to be derived herefrom, it is hereby agreed as follows:

1. DISBURSEMENT OF FUNDS

A. The Municipality will pay all or a portion of its one-third CRF allocation from the State to the County, at the discretion of the Municipality, to manage and oversee proper disbursement of funds, in accordance the CARES Act and US Department of Treasury (Treasury) guidelines.

B. All or a portion of the remaining two-thirds of CRF disbursed to the Municipality in the future, subject to the availability of funding and at the discretion of the Municipality, will also be paid to the County to oversee its distribution according to Treasury guidelines.

2. FUNDING AMOUNT:

A. Eligible counties and municipalities which accepted the terms and conditions of the agreement with the State of Utah (recipients) may be paid up to the maximum amount listed in the attached State of Utah Coronavirus Relief Fund Allocation to Eligible Municipal and County Governments document. The funding population-based allocation formula was developed

after discussions between the Governor’s Office of Management and Budget, the Office of the Legislative Fiscal, the Utah Association of Counties, and the Utah League of Cities and Towns. The formula was also presented to the Legislature’s Executive Appropriations Committee during its May 13, 2020 meeting. This maximum amount is not guaranteed, and the amount may be subject to revision by the Governor or the Legislature. Upon approval of this agreement, recipients will be paid one-third of their CRF allocation from the State. The remaining two-thirds will be disbursed in the future, subject to the availability of funding.

3. PERMISSIBLE USE OF FUNDING

A. The CARES Act and additional guidance issued by the United States Treasury provides that CRF funds may only be used to cover costs that meet the following conditions:

- i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
 1. The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency.
 2. Funds may NOT be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute.
 3. The expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending the funds.
- ii. were not accounted for in the State’s or recipient’s budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the recipient; and
 1. A cost meets this requirement if either:

- a. the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or
 - b. the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.
- 2. The “most recently approved” budget refers to the State’s or recipient’s enacted budget for the relevant fiscal period for the recipient, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by the recipient in response to the COVID-19 public health emergency.
- 3. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

iii. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

- 1. A cost is “incurred” when the recipient has expended funds to cover the cost. These provisions and guidance are current as of May 28, 2020. Recipients accepting funds must agree to adhere to any additional current or future Federal or State legislative guidance regarding spending, reporting, or any other matter related to the CRF. Further, recipients shall require that any subgrantee to which it awards CRF funds adhere to the CARES Act and any current or future guidance related to the CRF funds.
 - a. Federal guidance is updated regularly and can be found at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. The latest guidance documents from the U.S. Treasury are attached to this Agreement

4. AVAILABILITY OF FUNDING

- A. The Parties have until November 30, 2020 to expend the CRF funds provided by the State. CRF funds provided by the State that are not expended on eligible expenditures on or before November 30, 2020, shall be returned to the State on or before 5:00 P.M. MST, December 4, 2020, so that the State will have time to reallocate and expend the funds before they expire on December 30, 2020. The Parties may petition the State to retain allocated, but unspent CRF funds, after the November 30, 2020 date, with approval from the State.
- (i) Any requests for exceptions shall be emailed to Taylor Kauffman in the Governor's Office of Management and Budget, tkuffman@utah.gov, before 5:00 P.M. MST, November 23, 2020.

5. ACCOUNTABILITY FOR THE USE OF FUNDS

- A. Funds provided through this agreement are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The CFDA number assigned to the CRF is 21.019, pending completion of registration by the federal government. This agreement allows the County to manage reporting and disbursement on behalf of the municipality. If state or federal audit findings determine that any funds were expended by the recipient in violation of CARES Act requirements and result in a request for repayment to the Federal Government of those funds, the recipient shall provide funds to the State sufficient to meet such repayment request(s). If the State is forced to repay the funds because the recipient is unwilling or unable to repay the funds, the amount paid by the State will become a past due obligation of the recipient to the State and may be collected as such. For the purposes of this paragraph, the term "recipient" shall mean the individual or entity to whom or to which the County disburses the funds which the County receives from any municipality pursuant to this Agreement.

6. GENERAL PROVISIONS

- A. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:
- (i) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section I 1- I3-202.5 of the Cooperation Act.
 - (ii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 1 I-I3-209 of the Cooperation Act.
 - (iii) The term of this Agreement shall not exceed fifty (50) years pursuant to Section I 1-13-216 of the Cooperation Act.
 - (iv) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.
 - (v) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.
- B. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or within three (3) days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the Parties as set forth below:
- C. Term of the Agreement. This agreement shall be effective upon execution by all Parties and shall continue through December 31, 2021 (the "Initial Term"). At the conclusion of the Initial Term, the Parties shall have the option to extend the Agreement for two (2)

additional five-year terms, upon the same terms and conditions set forth in this Agreement. This option to extend the Agreement shall be exercised upon any Party providing written notice to the other Parties at least thirty (30) days prior to the expiration of the Initial Term, and upon all Parties signing a letter indicating the extension of the Agreement prior to expiration of the Initial Term.

- D. Agency. No agent, employee, or servant of one Party is or shall be deemed to be an agent, employee, or servant of the other Parties. None of the benefits provided by one Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other Parties. The Parties shall each be solely and entirely responsible for their own acts and for the acts of their respective agents, employees, and servants during the performance of this Agreement.
- E. Indemnification.
 - (i) The Parties agree to indemnify, hold harmless, and defend both the County and the Municipality, their officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third parties, including the County or Municipality, their subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, the County or Municipality's breach of this Agreement or any acts or omissions of or by the County or Municipality, their agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement.
- F. Governmental Immunity. The Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 630-7-101, et seq. (1953, as amended) (the "Immunity Act"). Nothing contained in this Agreement shall be construed in any way to modify the limits of liability set forth in that Act or the basis for liability as established in the Act. Nothing contained in this Agreement shall be construed as a waiver by any Party of any defenses or limits of liability available

under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

- G. No Officer or Employee Interest. It is understood and agreed that no officer or employee of any Party has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.
- H. Default. If either party defaults in the performance of the Agreement, or any of its covenants, terms, conditions or provisions, the defaulting party shall pay all costs and expenses, not including attorneys fees, which may arise or accrue to the non-defaulting party from enforcing the Agreement.
- I. No Limitation of Rights. The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by any Party shall in no event constitute a waiver as to any future breach.
- J. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement.
- K. Records. Financial records, supporting documents, statistical records and all other records pertinent to this Agreement must be kept readily available for review by Parties from time to time upon either Party's request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If question still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records are subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 630-2-101 et seq. (1953, as amended).
- L. Assignment and Transfer. The Parties may not assign or transfer their respective duties of performance nor their rights under this Agreement.

- M. Time. The parties stipulate that time is of the essence in the performance of this Agreement.
- N. Entire Agreement. This Agreement and the attached Policies and Procedures constitutes the entire Agreement between the Parties, and no statements, promises, or inducements made by either party, or agents for either party, that are not contained in this written Agreement and the attached Policies and Procedures shall be binding or valid. This Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties; and the attached Policies and Procedures may not be enlarged, modified or altered, except in the manner set forth in the Policies and Procedures.
- O. Severability. The Parties agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be void, voidable, unenforceable, or invalid, prohibited or unenforceable under applicable law, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.
- P. Governing Law. It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of the County, both as to interpretation and performance. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for the County.
- Q. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.
- R. Warrant of Signing Authority. The person or persons signing this Agreement on behalf of each Coalition Member warrants his or her authority to do so and to bind the Coalition Member.

CONTACT INFORMATION

Municipality Information

Municipality Name:

Street Address:

City, State, ZIP Code:

Municipality's preferred method of payment:

☐ Other _____

Contact Person Name: _____

Contact Person Title: _ _____ _

Contact Person Phone: _____

Contact Person E-mail: _____

County Information

County Name:

Street Address:

City, State, ZIP Code:

County's preferred method of payment receipt:

☐ Other _____

Contact Person Name: _____

Contact Person Title: _____

Contact Person Phone: _____

Contact Person E-mail: _____

ACCEPTANCE

MUNICIPALITY

Acceptance of the Agreement by the or Municipality's Chief Executive, Chief Administrator, or Chief Financial Officer:

☐ I have read the attached Terms and Conditions for Accepting Coronavirus Relief Fund Monies from the State of Utah.

☐ I accept the Terms and Conditions for Coronavirus Relief Fund Monies from the State of Utah and am authorized to do this on behalf of the Municipality submitting these funds to the County.

Signature: _____

Municipality Authorized Representative: _____

Title of Municipality Authorized Representative:

Date: _____

COUNTY

Acceptance of the Agreement by the or County's Chief Executive, Chief Administrator, or Chief Financial Officer:

☐ I have read the attached Terms and Conditions for Accepting Coronavirus Relief Fund Monies from the State of Utah.

☐ I accept the Terms and Conditions for Coronavirus Relief Fund Monies from the State of Utah and am authorized to do this on behalf of the County receiving these funds from the Municipality.

Signature: _____

County Authorized Representative: _____

Title of County Authorized Representative: _____

Date: _____

OFFICIALS PRESENT: Mayor Kevin Jeppsen presided and conducted the meeting. Toby Wright, Andrew Watkins, Esther Montgomery, Blake Ostler, and Nathan Tueller (arrived at 7:28 p.m.)

CITY STAFF PRESENT: Shanna Johnson, Chief Deputy Recorder
Robert Barnhill, City Administrator
Scott Hancey, Chief of Police

OTHERS PRESENT: Eric Johnson, Nelson Phillips, Ryan Forsyth, Justin James, and Melanie Barnhill

ITEM 1: CALL TO ORDER

Mayor Jeppsen called the electronic City Council meeting to order. The Mayor read the statement from the CDC and Utah Department of Health regarding electronic meetings: The CDC and Utah Department of Health have declared a national and state pandemic for COVID-19 where social distancing and other requirements are in place to prevent the spread of this infectious disease.

ITEM 2: PROCEDURAL ISSUES

A. CONFLICT OF INTEREST DECLARATION

None.

ITEM 3: ACTION ITEMS

A. APPROVAL OF WARRANTS

The Council reviewed and discussed the warrants.

MOTION: Council Member Wright made a motion to approve the warrants. Council Member Montgomery seconded the motion.

ROLL CALL: Council Member Wright, Yes	Council Member Watkins, Yes
Council Member Montgomery, Yes	Council Member Ostler, Yes

Motion Approved. 4 Yes, 0 No.

B. RESOLUTION 2020-16 FINAL BOND RESOLUTION: A RESOLUTION AUTHORIZING THE ISSUANCE OF \$7,350,000 TAXABLE SEWER REVENUE REFUNDING BONDS, SERIES 2020, TO REFINANCE THE ISSUER'S OUTSTANDING TAXABLE SEWER REVENUE BONDS, SERIES 2008; AND RELATED MATTERS.

Eric Johnson reviewed and discussed the Final Bond Resolution with the Council. The bond is for \$7,350,000 with an interest rate of 2%, reduced from 3%. He explained that this is a no cash transaction and will open up approximately \$200,000 in a reserve funds that can be used toward the bond payment.

Council Member Oster asked if the City's legal Council has reviewed the bond. Shanna Johnson stated that Bill Morris, City Attorney, had reviewed it and did not have any concerns. She also stated that Eric Johnson is the Legal Counsel for the City regarding the matter.

MOTION: Council Member Wright made a motion to approve Resolution 2020-16 Final Bond Resolution. Council Member Montgomery seconded the motion.

ROLL CALL: Council Member Wright, Yes Council Member Watkins, Yes
Council Member Montgomery, Yes Council Member Ostler, Yes

Motion Approved. 4 Yes, 0 No.

C. ORDINANCE 20-P AMENDING THE PERRY MUNICIPAL CODE REGARDING TEMPORARY USES AND STRUCTURES

Tabled.

D. FINAL APPROVAL FOR THE ORCHARD HILL SUBDIVISION, 30 TOWNHOME UNITS LOCATED AT APPROXIMATELY 2800 S HWY 89 (02-029-0026, 02-029-0025, 02-028-0058)

Bob Barnhill presented the map to the Council and discussed the previous items that have been approved that were tied to this property. He discussed the current public right of way and how it will align with Highway 89. He stated that the Planning Commission has reviewed the application and moved to recommend final approval with Brett Jones (City Engineer) and staff reviewing it. Bob stated that they are still waiting for final approval from UDOT (Utah Department of Transportation). He said that Brett Jones and the Fire Marshall have both given approval to move forward. He also discussed that they are not required to submit to the design standards that have been implemented because the ordinance was put in place after this application was approved. Bob discussed existing homes adjacent to the property on 1000 W that would be responsible for developing part of the roadway, with the developer's portion being deferred until a future date. He discussed the storm water collection and presented an illustrative view with landscaping.

Council Member Montgomery asked if there would be individual parking and what the townhomes would look like. Bob said that each unit would have accommodations for 2 vehicles.

Council Member Watkins inquired about the design standards, wondering how close the development would be to the ordinance that has since passed. Bob stated that it would be voluntary, on the developer's part, if they wanted to conform to the design standards since the application for the development was submitted prior to the new design standards ordinance being passed. The Council discussed with Bob the roads and where they would align.

Council Member Watkins asked Bob to update the Council on input from the neighbors surrounding where the townhomes will be. Bob discussed Eva Jane being concerned about the storm water washing out the road. Bob talked about discussing the plan and drawings with her, which addressed her concerns. Bob added that Kenny Stevenson had talked to him about his concern regarding losing access to his property (which Bob said was addressed with City Council during the petition to vacate) and that he has access to his property.

Council Member Watkins asked if the developer would be willing to comment regarding the design standards. Ryan Forsyth, the developer of the property, said that the changes since the last meeting were mainly on the storm water to ensure there would not be flooding. He said that there had not been changes on design standards.

MOTION: Council Member Montgomery made a motion to grant Final Approval for the Orchard Hill Subdivision, 30 Townhome Units Located at Approximately 2800 S Hwy 89. Council Member Wright seconded the motion.

ROLL CALL: Council Member Wright, Yes
Council Member Montgomery, Yes

Council Member Watkins, Yes
Council Member Ostler, Yes

Motion Approved. 4 Yes, 0 No.

ITEM 4: MINUTES & COUNCIL/MAYOR REPORTS (INCLUDING COUNCIL ASSIGNMENTS)

A. APPROVAL OF CONSENT ITEMS

- August 13, 2020 City Council Work Session Minutes
- August 13, 2020 City Council Meeting Minutes

MOTION: Council Member Montgomery made a motion to approve the August 13, 2020 City Council Work Session and August 13, 2020 City Council Meeting Minutes. Council Member Wright seconded the motion.

ROLL CALL: Council Member Wright, Yes
Council Member Montgomery, Yes
Council Member Tueller, Yes

Council Member Watkins, Yes
Council Member Ostler, Yes

Motion Approved. 5 Yes, 0 No.

B. MAYOR'S REPORTS

Mayor Jeppesen stated that there is still some interest in Pointe Perry from developers but nothing that the Council or Staff has been interested in.

C. COUNCIL REPORTS

Council Member Wright stated a concern about there being difficulty at the last Planning Commission meeting to connect to the meeting through the Perry City webpage. Bob discussed that there was a mistake made where the link is usually posted on the website and that it was not posted in both locations available on the website and was not posted where it usually is. He also stated there was an issue with the link but that it had been resolved.

Council Member Watkins said that he also had a citizen tell him that they had tried to join the Truth in Taxation meeting and had difficulty joining, stating that the link said meeting was already in process. Shanna Johnson said that they should have been able to join so long as the meeting was still in process. He also said that he is excited to get the Perry City Youth Council up and running again.

Council Member Ostler asked if there was a way in the Land Use Management Act to make applications not vested. Bob stated that if the application is not complete or has not met the standards, the application can be denied. Bob also explained that the complete application and fees paid would start the vesting and discussed the code regarding subdivisions.

D. STAFF COMMENTS

Bob stated that some code amendments regarding signs and land use chart would be coming to the Council from Planning Commission. He also expressed appreciation to the Council for the good work they have done.

Shanna agreed with Bob that the Council has had some difficult decisions and has done a good job. She also informed them that the budget has been submitted to the State and that the Division of Water Quality board will be informed that the resolution has been passed and will move forward with closing.

E. PLANNING COMMISSION REPORT

None.

164 **ITEM 5: EXECUTIVE SESSION**

- 165 • None required.

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168 **ITEM 6: ADJOURNMENT**

169 **MOTION:** Council Member Montgomery made a motion to adjourn the City Council Meeting.

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

172 The meeting adjourned at 7:43 p.m.

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179 Susan Obray, City Recorder

Kevin Jeppsen, Mayor

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184 _____
185 Shanna Johnson, Chief Deputy Recorder