

Thursday, September 23, 2021
PERRY CITY COUNCIL MEETING AGENDA

This meeting will be open to the public with capacity set at eight (8) people maximum.

The Meeting will also be held online.

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

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

Approx. 7:00 PM – Regular City Council Meeting

- 1. Call to Order**
- 2. Procedural Issues**
 - A. Conflicts of Interest Declaration(s), If Any
- 3. Action Items (Roll Call Vote)**
 - A. Approval of Warrants
 - B. Resolution 2021-16 Approving a Contract for Street Sweeping Services
 - C. Ordinance 21-L Title 2 Municipal Administration Re-Enacted
 - D. Ordinance 21-P Zone Change from A (Agriculture) to RE1/2 (Residential) Located at Approximately 1240 W 2250 S, Parcel # 03-157-0131
 - E. Ordinance 20-Q Amending the Density Map
- 4. Discussion Items**
 - A. North Perry City Welcome Sign
- 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
 - August 26, 2021 Work Session Minutes
 - August 26, 2021 City Council Meeting Minutes
 - September 9, 2021 City Council Meeting Minutes
 - B. Mayor’s Report
 - C. Council Reports
 - D. Staff Comments
 - E. Planning Commission Report
- 6. Executive Session**
 - 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. 9:00 PM - Adjournment**

Certificate of Posting

The undersigned duly appointed official hereby certifies that a copy of the foregoing agenda was sent to each member of the City Council and was posted in three locations: 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 17th day of September, 2021. Any individual requiring auxiliary services should contact the City Offices at least 3 days in advance (435-723-6461).

Shanna S. Johnson, City Recorder

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
Brigham City Corp.								
6106	Brigham City Corp.	9/07/2021	interlocal storm water	09/02/2021	117.60	117.60	09/07/2021	
6106	Brigham City Corp.	9/07/2021	walmart sales tax	09/02/2021	28,952.08	28,952.08	09/07/2021	
Total Brigham City Corp.:					29,069.68	29,069.68		
Grand Totals:					29,069.68	29,069.68		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

**PERRY CITY
RESOLUTION 2021-16**

STREET SWEEPING SERVICES CONTRACT

**A RESOLUTION OF PERRY CITY, UTAH, ENTERING A CONTRACT
AMENDMENT WITH B JACKSON CONSTRUCTION & ENGINEERING
FOR STREET SWEEPING SERVICES.**

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

WHEREAS, Perry City is required to sweep streets to comply with storm sewer management requirements;

WHEREAS, the City desires to adopt the Street Sweeping Services contract with B Jackson Construction and Engineering;

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

PASSED AND APPROVED by the Perry City Council this ____ day of _____, 2021.

Mayor

VOTING:

Montgomery	Yea ____ Nay ____
Watkins	Yea ____ Nay ____
Ostler	Yea ____ Nay ____
Tueller	Yea ____ Nay ____
Wright	Yea ____ Nay ____

ATTEST:

City Recorder

STREET SWEEPING SERVICE AGREEMENT

This Street Sweeping Service Agreement (the "Agreement") is entered into on the _____ day of _____, 2021, by and between PERRY CITY, a political subdivision of the State of Utah (the "Owner"), and B JACKSON CONSTRUCTION & ENGINEERING (the "Contractor"). The Owner and the Contractor may be hereafter referred to individually as a "party" and collectively as the "parties."

RECITALS

- A. WHEREAS, the Owner is in need of a Contractor to provide street sweeping services to remove debris and metal particles and other hazardous waste products left by passing vehicles on all of the City's public streets (hereinafter referred to as the "Project");
- B. WHEREAS, pursuant to Utah Code Ann. §§ 63-56-42 to 63-56-44 and the Owner's Administrative Code, the Owner has duly and properly selected the Contractor as being qualified to perform the services contemplated by this Agreement;
- C. WHEREAS, the parties are willing to perform their respective obligations under this Agreement in accordance with the description of the scope of services, schedule, costs, and other provisions of this Agreement; and
- D. WHEREAS, this Agreement is intended to authorize services more particularly described in the Owner's Request for Proposals (RFP) dated August 2021, submitted by B Jackson Construction & Engineering on August 25, 2021.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Scope of Services.

- a) Contractor shall provide street sweeping using a modern mechanical or vacuum street sweeper to thoroughly sweep each improved street, ally, and public parking lot in the City.
 - (1) Each street shall be swept clean to the adjacent property line. Swept clean shall mean minimal debris residual or trailings left on the swept surface following the completion of a pass of the street sweeping machine.
 - (2) Due to various street widths throughout the City, street sweeping may require slower travel speed and/or multiple passes by the sweeper to ensure curb-to-curb coverage of the street.
 - (3) Streets with raised median shall have the curb-gutter perimeters of each raised median swept, including turnouts. Street-grade striped medians shall be swept in their entirety.

- b) Contractor shall dispose of all debris in a legal manner, as required in the current MS4 Permit, which shall include, but is not limited to the following:
 - (1) All deposits within the intersection shall be removed as part of the sweeping operations.
 - (2) All dust suppression systems shall be as mandated by the State of Utah.
 - (3) No sweeper shall blow debris onto private property.
 - (4) Materials removed shall be dewatered in a contained area and discharged to the local sanitary sewer, where feasible. The solid material will need to be stored and disposed of properly to avoid discharge during a storm event.
 - (5) Solid materials shall be stored and disposed of in accordance with federal, state, and local laws.
 - (6) Following each sweep, the Contractor shall provide documentation to the City indicating the legal disposal of debris.
- c) Contractor shall comply with all Utah Pollutant Discharge Elimination System (UPDES) requirements, applicable State, Federal, County, and/or City Ordinances dealing with sweeping of streets, water quality, air quality, and hazardous waste and rubbish disposal.
- d) Contractor shall provide City with an annual schedule.
- e) Owner shall provide notification of scheduled street sweeping to residents via the City's newsletter, social media, or other appropriate means of communication.

2. Time Frame and Compensation.

- a) Time Frame. Project shall be completed annually but may be modified as deemed necessary by the City for proper maintenance of the public streets.
- b) Costs. A Project cost in the amount, not to exceed an annual total cost, of **seven thousand dollars (\$7,000.00)** for the scope of services has been agreed upon by the City based on the Contractor's Proposal of an hourly rate of \$143.35. For additional maintenance as requested by the City, the Contractor will provide services on per hour basis. Contractor may increase costs up to three- and one-half percent (**3.5%**) annually.
- c) Billing Procedure. The Contractor may submit monthly to the Owner an invoice for services performed and costs incurred under this Agreement during the calendar month immediately following completion of services. The invoice form shall be submitted to the Owner (Accounts Payable) for review, approval, and payment by the Owner. The invoice shall contain itemized costs describing in detail the services performed by the Contractor and costs associated with materials used for installation and maintenance. If approved, the Owner shall pay the Contractor for all approved services and materials within sixty (60) days after it receives the invoice describing such services and materials.

3. Contractor's Standard of Care. The Contractor shall perform its services under this Agreement in accordance with the degree of skill and diligence ordinarily employed by professional consultants performing the same or similar services at the time such services are performed. The Contractor shall without delay correct any problem or deficiency arising out of its failure to meet this standard of care without additional cost to the Owner.

4. Independent Contractor. The Contractor shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the Owner. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, the Contractor shall comply with all federal, state, and

local laws and regulations, and all orders under any applicable law, and all policies of the Owner for independent contractors, as adopted from time to time by the Owner.

5. **Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform.
6. **Term and Renewal.** The term of this Agreement is for three (3) years. Upon review by Owner the Agreement may be extended for an additional year, but no more than two (2) additional years.
7. **Termination.** Either party may terminate this Agreement for cause upon the default of the other party as defined in paragraph 5. The Owner may, in its sole discretion, terminate this Agreement for convenience upon thirty (30) days' written notice. Upon termination of this Agreement for any reason, the Contractor shall deliver all of its work-in-progress, including calculations, assumptions, interpretations or regulations in performing this Agreement, to the Owner, and such work-in-progress shall become the property of the Owner. Contractor shall also surrender all supplies/materials paid for by Owner. Any supplies/materials not yet paid for by Owner shall remain the property of the Contractor. Compensation by the Owner to the Contractor will only be paid in accordance with paragraph 2 of this Agreement.
8. **Contractor's Working Files and Accounting Records.**
 - a) Working Files. The Contractor shall maintain files containing all work documentation, including calculations, assumptions, interpretations or regulations, sources of information, and raw data generated, produced, created or required in performing this Agreement. The Contractor shall provide the Owner copies of information contained in the Contractor's working files upon the Owner's request, and such copies shall become property of the Owner upon delivery.
 - b) Inventory Records. The Contractor shall maintain an accurate record of swept areas for the performance of this Agreement. The Contractor shall provide the Owner copies of records upon the Owner's request.
 - c) Accounting Records. The Contractor shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 2. The Contractor shall retain and make such records available to the Owner for its examination during the Contractor's normal business hours for a period of three (3) years after the Contractor submits its final invoice to the Owner.
 - d) Audit. The Owner may, in its sole discretion, audit any invoice, statement of cost, or inventory record submitted by the Contractor, including those of any member of the Contractor's Project Team as specified in Exhibit "B", at any time, as long as the Owner gives the Contractor written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after the Contractor submits its final invoice to the Owner.
9. **Insurance.** Contractor shall maintain insurance in accordance with generally accepted coverage to meet the requirements of the provisions of this Agreement and in compliance with State Law.

10. Indemnification. To the maximum extent allowed by applicable law, the Contractor shall indemnify the Owner and hold the Owner and its employees harmless against all third party actions, causes of action, damages, losses, claims, attorney fees and costs arising out of any negligent act or omission of the Contractor related in any way to the Contractor's performance under this Agreement. This indemnification provision shall apply to all theories of recovery, including breach of contract or warranty, negligence, and strict or statutory liability, except for sole negligence by the Owner. In the event any claims are caused by the joint or concurrent negligence of the Contractor and the Owner, the Contractor shall indemnify the Owner only in proportion to the Contractor's own negligence.

11. Changes.

- a) General. The Owner may, in its sole discretion, make or approve changes within the general scope of services of this Agreement. If such changes affect the Contractor's costs or the time required for performance of the services, the parties may make an equitable adjustment ("Equitable Adjustment") through a mutually acceptable change order. Nothing in this paragraph shall be construed as relieving the Contractor of any of its obligations under this Agreement, including the parties' failure to agree on the Contractor's entitlement to, or the amount of, any Equitable Adjustment.
- b) Change Authorization. All changes under this paragraph shall be made by written change authorization from the Owner, and the Contractor shall not proceed with any such changes unless and until it receives written change authorization. The Contractor shall timely notify the Owner of any potential change that may be necessitated by the circumstances of the Project as they arise.
- c) Request for Equitable Adjustment. Any request by the Contractor for an Equitable Adjustment under this paragraph must be made in writing and fully supported by factual information. The request must be delivered to the Owner within thirty (30) days after the Contractor receives written change authorization from the Owner. The Owner, in its sole discretion, may extend this thirty (30) day period if a written request is received prior to the expiration of the thirty (30) days.
- d) Equitable Adjustment. Any Equitable Adjustment necessitated by changes under this paragraph shall be made by a written change order signed by both parties. Any reduction in the scope of services necessitated by a change under this paragraph shall not give rise to a claim by the Contractor for damages based on loss of anticipated profits.

12. Suspension, Delay, or Interruption of Work. The Owner may, in its sole discretion, suspend, delay, or interrupt the Contractor's services for the convenience of the Owner. In the event of force majeure or such suspension, delay, or interruption, an Equitable Adjustment will be made in the schedule and compensation under this Agreement.

13. Key Personnel. The Contractor's consulting services under this Agreement shall be performed by qualified personnel. The Contractor designates the following person(s) as key personnel who will not be removed from working on the Project without the Owner's written consent:

Name	Title
Loran Gillen	Project Manager

14. Official Representatives. The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

For the Owner

Perry City
Robert Barnhill, City Manager
3005 South 1200 West
Perry, UT 84302
435-723-6461
Robert.barnhill@perrycity.org

For the Contractor

B Jackson Construction
Loran Gillen, Project Manager
7022 South Airport Road
West Jordan, UT 84084
801-889-6397
loran@bjacksonconstruction.com

The authorized representative(s) shall have full power to bind the Owner and the Contractor in decisions related to the Project and not requiring approval of the Owner's elected representatives, unless otherwise required by Owner's Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

15. Equal Opportunity. To the extent applicable hereto, Contractor will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

- 1) The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means [Contractor Name].
- 2) The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means [Contractor Name].
- 3) The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means [Contractor Name] and "Contract" means this Agreement.

16. Conflict of Interest. None of the Owner's elected representatives or its employees, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom.

- 17. Notice.** All written notices required to be given under this Agreement shall be hand delivered, or certified registered mail, return receipt requested, or verifiable electronic transmission to the parties at their respective addresses set forth in paragraph 14 above. Notice shall be deemed to be received upon actual receipt or three (3) days after mailing, whichever occurs first.
- 18. Entire Agreement.** This Agreement and the attached Exhibits constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and they supersede all previous or contemporaneous representations or agreements of the parties regarding the subject matter of this Agreement.
- 19. Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents and assigns.
- 20. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.
- 21. Arbitration.** Any difference, dispute, claim or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in PERRY CITY, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.
- 22. Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.
- 23. Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.
- 24. No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.
- 25. Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.
- 26. Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.
- 27. Certification of Eligibility.** Contractor certifies that neither the Contractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

from participation in any program or project which is 100 percent of partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

PERRY CITY CORPORATION

_____ Date: _____

Attest:

B JACKSON CONSTRUCTION & ENGINEERING

_____ Date: _____
Bart Jackson, Estimator



B.Jackson Construction & Engineering

7022 South Airport Road
West Jordan, UT 84084
801 260-0988 Fax 801 260-0989
www.BJacksonConstruction.com

To:	Perry City Utah Jones & Associates	Contact:	Zac Burk
Address:	6080 Fashion Point Drive South Ogden, UT 84403	Phone:	435-730-5000
Project Name:	Perry City Sweeping (Hourly 3Year Contract)	Bid Number:	
Project Location:	Perry, UTAH	Bid Date:	8/26/2021

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	9.71	Sweeping - Pick Up Broom Hourly (Includes Disposal)	1.00	HR	\$143.35	\$143.35

Total Bid Price: \$143.35

Notes:

• Exclusions and Conditions:

- All pricing is contingent upon permit requirements.
- This Quote Shall Become an Attachment to the Contract Upon Award.

Payment Terms:

Net 30 days. 1.8% will be added to balances beyond 30 days.

This hourly price includes all disposal of swept up material. We will request space in the City's yard to park this sweeper. The city will have this sweeper and same operator for all city work approved work. Our sweeper is equipped with 6" vacuum hose & pressure washer and can be used for clean-out of storm drains at same hourly rate.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

B. Jackson Construction & Engineering LLC

Authorized Signature: _____

Estimator: Loran Gillen
801-260-0988 loran@bjacksonconstruction.com

**PERRY CITY
ORDINANCE 21-L**

Title 2 – MUNICIPAL ADMINISTRATION RE-ENACTED

**AN ORDINANCE OF PERRY CITY, UTAH, REPEALING AND RE-ENACTING
TITLE 2 ENTITLED “MUNICIPAL ADMINISTRATION” OF THE *PERRY
MUNICIPAL CODE*; SEVERABILITY; AND PROVIDING AN EFFECTIVE
DATE.**

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

WHEREAS, *Utah Code Annotated* §10-3-701 and §10-3-702 authorizes the City Council to exercise its legislative powers by ordinance, including organization of departments and administration;

WHEREAS, Mayor and City Council desire to update the *Perry Municipal Code*;

NOW, THEREFORE, be it ordained by the City Council as follows:

Section 1: Repealer. Title 2 of the *Perry Municipal Code* is hereby repealed. Any ordinance or portion of the municipal code inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.

Section 2: Amendment. Title 2 of the *Perry Municipal Code* is re-enacted to read as follows:

**Title 2
Municipal Administration**

Chapters:

- 2.01 Government and Elected Officials.**
- 2.03 Elections**
- 2.05 Appointed Officials and Polices**
- 2.07 Compensation Schedules**
- 2.09 Community Development and Renewal Agency**
- 2.11 Justice Court**
- 2.13 Fire Services**
- 2.15 Financial and Property Administration**
- 2.17 Records Access and Management**
- 2.19 Rules and Ethics**

**Chapter 2.01
Government and Elected Officials**

Sections:

- 2.01.010 Form of Government.**

- 2.01.020 Oath of Office.**
- 2.01.030 Mayor.**
- 2.01.040 City Council.**
- 2.01.050 Meetings.**

2.01.010 Form of Government.

The City operates under the “Six-Member Council Form of Municipal Government” form of government as specified in Utah Code §10-3b-301, et seq., which consists of the Mayor and five (5) council members who collectively constitute the Governing Body.

2.01.020 Oath of Office.

Elected and appointed officials shall take and subscribe the State constitutional oath of office.

2.01.030 Mayor.

The Mayor shall perform the duties of that office which are, or may be, prescribed by Law, and shall see that the Laws are faithfully executed. The Mayor shall preside at all meetings of the City Council, and in case that the Mayor is absent from said meeting a member of the City Council may be appointed by the City Council as Mayor Pro Tempore to act during the absence of the Mayor.

2.01.040 City Council.

The City Council shall perform all duties as are, or may be, prescribed by Law, and shall perform such other acts consistent with Law.

2.01.050 Meetings.

Meetings of a City public body, as defined by State Law, are subject to the Utah Open and Public Meeting Act set forth in Title 52, Chapter 4 of the *Utah Code Annotated*, unless otherwise provided by Law.

Chapter 2.03 Elections

Sections:

- 2.03.010 Chief Election Officer.**
- 2.03.020 Municipal Elections.**
- 2.03.030 Campaign Finance Rules.**
- 2.03.040 Vacancy.**

2.03.010 Chief Election Officer.

The City Recorder is designated the Chief Election Officer of the City.

2.03.020 Municipal Elections.

The City Recorder shall administer all municipal elections as set forth in *Utah Code Annotated* §10-3-201, et seq., as amended, and otherwise provided in Law.

2.03.030 Campaign Finance Rules.

1. Adoption. *Utah Code Annotated* §10-3-208, as amended, is hereby adopted as the minimum requirement for campaign finance disclosure for each candidate for municipal elective office.
2. Requirement. All candidates for elective municipal office shall comply with the campaign finance and disclosure requirements set forth in State Law.
3. Expenditures. All personal use expenditures shall comply with *Utah Code Annotated* §10-3-209, as amended.
4. Violation. In addition to penalties provided by State Law, any candidate who fails to comply with the provisions of this Section is guilty of an infraction and a fine not to exceed \$50.

2.03.040 Vacancy.

Any vacancy in any of an elected office by death, resignation, removal, or otherwise shall be filled for the unexpired term of such office by a majority vote of the City Council as provided by State Law.

Chapter 2.05 Appointed Officials and Policies

Sections:

- 2.05.010 Statutory Officers.**
- 2.05.020 City Administrator.**
- 2.05.030 Appointed Officers.**
- 2.05.040 Policies and Procedures.**

2.05.010 Statutory Officers.

As provided by State Law, the Mayor shall appoint a qualified person as City Recorder and a qualified person as City Treasurer. The term for each statutory officer shall continue until a successor is qualified and appointed. The Governing Body may remove any statutory officer as provided by Law.

2.05.020 City Administrator.

1. Appointment. A City Administrator shall be appointed and removed by the Governing Body subject to the terms and conditions of any employment contract or agreement contemporaneous or subsequent to the appointment.
2. Limitations. The following limitations apply:
 - a. Nothing in this Section shall be construed to limit the powers of the Mayor or Council, nor does this Section change the form of government under *Utah Code Annotated* §10-3b-103.
 - b. A member of the Governing Body may not serve as City Administrator.
 - c. The City Administrator shall not simultaneously serve as City Recorder, City Treasurer, or other appointed position.

3. Duties. The City Administrator shall be under the supervision and control of the Governing Body and perform the following duties:
 - a. Under the direction of the Mayor, administer and exercise supervisory authority over all departments and subordinate employees of the City.
 - b. Manage the day-to-day operations of the City as directed by the Mayor.
 - c. Recommend the hiring, disciplining, or termination of any City employee, or appointed officer.
 - d. Conduct performance evaluations for subordinates, recommend pay increases for City employees, and initiate pay adjustments as prescribed by ordinance or policy.
 - e. Assist in the formulation, administration, and enforcement of all Laws, policies, and procedures.
 - f. Assist in matters relating to land use and development.
 - g. Assist in the preparation of the annual budget and financial administration.
 - h. Attend meetings as necessary and speak as needed.
 - i. Employ consultants and professionals to aid City administration as needed.
 - j. Administer contracts for the City.
 - k. Assist with public relations as coordinated with the Mayor.
 - l. Perform such other duties as may be delegated or assigned.

2.05.030 Appointed Officers.

The Mayor appoints department heads, statutory officers, and other appointed officials subject to the advice and consent of the City Council. Unless otherwise provided, the term for each appointed officer shall continue until a successor is qualified and appointed. The Governing Body may remove any appointed officer as provided by Law.

2.05.040 Policies and Procedures.

1. Personnel. The Governing Body hereby adopts the “Personnel Policies and Procedures Manual” and may update the same as needed by resolution. Title 10, Chapter 3, Part 11 of the Utah Code Annotated governs certain “Personnel Rules and Benefits” as may be applicable under State Law.
2. Public Works. The “Public Works Standards for Development, Design, and Construction” dated September 23, 2021, as prepared by Jones & Associates Consulting Engineer, is hereby adopted. The Mayor and Public Works Director are hereby delegated authority to make any update, modification, or amendment to the same upon recommendation by the City Engineer. Any reference to any public works specifications in this code is hereby amended to read “Public Works Standards for Development, Design, and Construction” as stated in this Part.
3. Public Safety. The “Police Policy and Procedures” are hereby adopted. The Mayor is hereby delegated authority to make any update, modification, or amendment upon recommendation by the Police Chief.
4. Firing Range. The Mayor and Chief Range Safety Officer (RSO) is hereby delegated authority to adopt any policies and procedures for the operation and maintenance of a public firing range. Funds to operate a public firing range is subject to approval by the City Council.

Chapter 2.07

Compensation Schedules

Sections:

2.07.010 Compensation.

2.07.020 Elected Officers.

2.07.030 Appointed Officers.

2.07.010 Compensation.

The compensation schedule for elected and certain appointed officers shall be set from time-to-time by the Governing Body subject to *Utah Code Annotated* §10-3-818.

2.07.020 Elected Officers.

1. Compensation. Effective with the paycheck including pay for work performed on and after July 1, 2021, the compensation on a two (2) week basis and annual basis for the referenced elected officers shall be as follows:
 - a. Mayor: \$389.91 every two (2) weeks; \$10,137.72 annually. The Mayor may opt to receive medical and dental benefits, in addition to compensation in this Section, the same manner as other employees of the City.
 - b. City Council Member: \$188.03 every two (2) weeks; \$4,888.75 annually.
2. Increase. Elected officers receive an annual cost-of-living adjustment equal to that given other employees of the City. In the event no cost-of-living adjustment is offered in any given year, the elected officers of the City shall not receive a cost-of-living adjustment for that year. The cost-of-living adjustment is subject to being annually appropriated by the Governing Body. In the event the Governing Body chooses to fund the salary increase, the Governing Body shall include any such increase as part of the annual budget process to become effective July 1 of the following fiscal year.

2.07.030 Appointed Officers.

1. Compensation Schedule. The City may adopt an update to its Compensation Schedule from time-to-time.
2. Benefits. In addition to the Compensation Schedule, Appointed Officers also receive benefits such as medical, dental, disability, and retirement.
3. Increase. Compensation increases may be awarded based on budget availability as follows:
 - a. Merit or performance increases may be awarded annually based on employee's annual performance review.
 - b. Cost-of-living adjustment as determined by the Governing Body.
 - c. Salary surveys may be conducted periodically and result in market-based increases approved by the City Council.

Chapter 2.09

Community Development and Renewal Agency

Sections:

2.09.010 Creation.

2.09.020 Agency Board.

2.09.030 Powers.

2.09.040 Boundaries.

2.09.010 Creation.

In accordance with *Utah Code Annotated* §17C-1-201.5, as amended, the City Council hereby creates the Perry Community Reinvestment Agency (hereafter “Agency”) for the purpose of implementing Title 17C of the Utah Code Annotated, as amended, known as the “Limited Purpose Local Government Entities – Community Reinvestment Agencies Act”.

2.09.020 Agency Board.

In accordance with *Utah Code Annotated* §17C-1-203, the City Council shall constitute the governing board of the Agency.

2.09.030 Powers.

The Agency shall exercise all the powers set forth in *Utah Code Annotated* §17C-1-202, as amended, and another applicable Law.

2.09.040 Boundaries.

In accordance with *Utah Code Annotated* §17C-1-201.5, as amended, the boundaries of the Agency shall be coterminous with the boundaries of Perry City, Utah.

Chapter 2.11

Justice Court

Sections:

2.11.010 Justice Court.

2.11.020 City Prosecutor.

2.11.010 Justice Court.

1. Designation. The Governing Body is authorized to enter an interlocal agreement with a justice court of competent jurisdiction as provided in *Utah Code Annotated* §78A-7-102(4), as amended, and as required by State Law.
2. Administration. The City Administrator shall oversee the proper and effective administration of the Justice Court.

2.11.020 Prosecuting Attorney.

The Mayor, subject to the advice and consent of the City Council, may appoint or enter into a contract with a duly licensed attorney in the State to serve as the City Prosecutor. The City Prosecutor acts under the direction of the City Attorney.

Chapter 2.13 Fire Services

Sections:

- 2.13.010 Equipment.**
- 2.13.020 Fire Service.**

2.13.010 Equipment.

The Governing Body may provide necessary firefighting equipment for the City.

2.13.020 Fire Service.

The Governing Body may contract or otherwise provide for fire protection services by interlocal agreement with a county, municipality, local district, or otherwise.

Chapter 2.15 Financial and Property Administration

Sections:

- 2.15.010 Definitions.**
- 2.15.020 Uniform Fiscal Procedures Act.**
- 2.15.030 Finance Administration.**
- 2.15.040 Municipal Property.**
- 2.15.050 Procurement of Architect or Engineer Services.**
- 2.15.060 Building Improvements and Public Works Projects.**
- 2.15.070 Contracts and Obligations Generally.**
- 2.15.080 Grants.**
- 2.15.090 Ethics and Sanctions.**

2.15.010 Definitions.

The definitions of Utah Code Annotated §10-6-106 and §11-39-101, 1953 as amended, are hereby incorporated in this Chapter by this reference. Unless the context requires otherwise, the following additional definitions apply:

1. “Finance Officer” means the City employee designated by the City Council to administer finances in accordance with *Utah Code Annotated* §10-6-158.
2. “Encumbrance” means an obligation of the City.
3. “Services” shall mean professional and other skilled services such as auditing, architecture, engineering, surveying, appraisals, legal service, or counseling, sought or obtained from sources other than regular city employees, and does not include any contract for municipal type services, such as law enforcement, fire protection, garbage removal, snow removal, and other similar services.
4. “A significant parcel of real property” for the purposes of *Utah Code Annotated* §10-8-2, means any Real Property owned by the City over one (1) acre in size, and does not include any road, street, public right-of-way, or easement.

5. “Supplies” means any and all tangible articles or things which shall be furnished to or used by any City department or employee within the scope of employment with the City.

2.15.020 Uniform Fiscal Procedures Act.

The accounting, budgeting, and financial reporting procedures of the municipality shall be in accordance with the Uniform Fiscal Procedures Act, provided in Title 10, Chapter 6 of the *Utah Code Annotated*, or successor statute.

1.15.30 Finance Administration.

1. Oversight. The Governing Body provides financial oversight and authorization and is ultimately responsible for the proper creation of the City’s financial statements.
2. Department. Financial management is governed by Law under the Administrative Department, as supervised by the Mayor.
3. City Treasurer. The City Treasurer shall perform the functions provided by Law.
4. Finance Officer. The Finance Officer shall perform the functions set forth by the Governing Body or established by policy. The Finance Officer shall provide monthly, quarterly, and annual financial reporting as provided by law. Monthly reporting shall be made to the Governing Body as per its direction., including the preparation of the City’s financial statements.
5. Purchase Orders. The City Treasurer shall administer all purchase orders in a uniform manner for any expenditures over \$500.
6. Petty Cash. A petty cash fund may be maintained by the City Treasurer in an amount not to exceed \$750.
7. Formalities. Payment of any debt shall be tendered in the form and manner authorized by the Mayor.
8. Conflict. Notwithstanding the provisions of this Chapter, any purchase involving state or federal funding shall comply with the applicable state or federal regulations governing such funding.
9. Indemnification. The City shall indemnify its officials against all legitimate civil claims brought by another for reason of any expenditure in excess of the approved budget or for non-conformance to Law.
10. Budget. The Mayor is the Budget Officer and shall prepare and submit to the City Council a balanced tentative budget, including any proposed fee or tax increases on or before the first meeting each May. Preparation of the annual budget shall be coordinated with each department head in conjunction with the Finance Officer. The City Council shall approve or amend the tentative budget, and adopt the final budget as provided by State Law.
11. Interlocal Agreements. Any interlocal agreement requires approval by resolution of the Governing Body.
12. Allotment. Allotments shall be made within the limits of the budget, except where approved by the City Council by amendment to the budget.
13. Annual Audit. The Governing Body shall cause an annual audit to be prepared by an independent auditor in accordance with Law and appropriate guidance from the Office of the Utah State Auditor

14. Emergency. In case of an actual emergency, an authorized official who purchases Services or Supplies in the normal course of duty may purchase directly any Services or Supplies whose immediate procurement is essential for life, health, safety, or welfare of the public. The authorized purchasing official shall promptly send the Finance Officer a requisition and a copy of the over-the-counter delivery order, and, if required by the Mayor, a full written report of the circumstances of the emergency.
15. Indemnification. The City shall indemnify its officials against all legitimate civil claims brought by another for reason of any expenditure in excess of the approved budget or for non-conformance to Law.

2.15.040 Real Property.

1. Policy. The appropriation, acquisition, or disposal of property shall conform to the applicable requirements of *Utah Code Annotated* §10-8-2, 1953 as amended, and the provisions of this Section.
2. Real Property. The disposition of Real Property is as follows:
 - a. The disposal of a significant parcel of real property owned by the City shall be made in accordance with *Utah Code Annotated* §10-8-2(4).
 - b. The disposal of a non-significant parcel of real property shall be made by the Mayor subject to the approval of the City Council in accordance with any additional policy.
 - c. Consideration shall be given for fair market value of any disposal of Real Property.
 - d. Methods for disposal may include, but are not limited to: listing with a broker, auction, or private negotiations.

2.15.050 Other Property.

1. Generally. This Section governs the acquisition, use, and disposal of all non-real estate property of the City in accordance with *Utah Code Annotated* §10-8-2, 1953 as amended. Each department head, or their designee, is authorized to acquire equipment, services, or other property within the limits of the annual budget.
2. Property Use. This policy presumes that incidental or personal use or possession of public property by a City officer or employee is authorized. This policy is enacted to minimize exposure under *Utah Code Annotated* §76-8-402 and other applicable Law. The City recognizes the benefits to the community when officials and employees are able to use City property for incidental or personal use in addition to the primary use of fulfilling their duties. To enable officers and employees to continue to use their issued equipment in a manner that best serves the public, officers and employees are authorized to use or possess any City property issued to them for any incidental or personal use, so long as the property is used in a lawful manner. This policy presumes that any public property issued to an officer or employee is properly in that person's possession and that the use or possession of said property is fulfilling their duties or otherwise appropriate.
3. Property Classification. Each department head, or other designee, is authorized to report to the Finance Officer property that should be classified as an asset for Audit purposes or

determine whether certain property classified as material consumed in normal operations of the City.

4. Property Disposal. A department head may submit a list of assets to the City Council to be declared surplus for the purpose of disposal. This Part does not apply to property consumed in normal operations or that is classified as garbage or junk. City property shall be disposed of or released to ownership by anyone other than the City only after such property has been declared surplus by the City Council and put up for sale on a public forum.

2.15.050 Procurement of Architect or Engineer Services.

The City may procure the Services of an architect or engineer in accordance with the requirements of *Utah Code Annotated* §10-7-20.5, as amended.

2.15.060 Building Improvements and Public Works Projects.

1. Capital Projects. The City shall follow the procedures of *Utah Code Annotated* §11-39-101, et. seq, as amended, for all applicable building improvements or public works projects that exceed the amount specified under State Law.
2. Expenditure. Any applicable building improvement or public works project paid for by the City shall be in accordance with *Utah Code Annotated* §11-39-102, as amended.
3. Bids. The City shall issue a request for bids or proposals for applicable projects in accordance with *Utah Code Annotated* §11-39-103, as amended.
4. Award Procedures. The procedure for award is as follows:
 - a. The City reserves the right to reject any and all bids or proposals.
 - b. No bidder or proposal shall have any right, legal or equitable, or claim against the City for any expense or cost incurred in the preparation or submission of a bid or proposal, which is rejected, regardless of the reasons for the rejection.
 - c. The City expressly reserves the right to waive minor or slight irregularities in a bid which are in the best interest of the City.
 - d. The decision on award of a bid or proposal is final and shall not create any right to any bidder or proposal.
 - e. Generally bids shall be awarded, particularly for Supplies and Services, to the lowest responsible bidder defined in *Utah Code Annotated* §11-39-101. In determining the lowest responsible bidder, the City may consider the following criteria, in addition to price, in rejecting a bid:
 - i. The ability, capacity, and skill of the bidder to perform as required.
 - ii. Whether the bidder can perform promptly, or within the time specified without delay or interference.
 - iii. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
 - iv. The quality of past performance by the bidder.
 - v. Prior and current compliance by the bidder with the laws and ordinances.
 - vi. Sufficiency of the financial resources of the bidder to perform.
 - vii. Quality, availability, and adaptability of the supplies or services to the particular use required.

- viii. The ability of the bidder to provide future maintenance or service.
 - ix. The number and scope of conditions attached to the bid or price quotation.
 - x. Such other factors as may be specified in *Utah Code Annotated* §11-39-101, et. seq, or as otherwise provided by Law, including the ability of the City to determine factors based upon the specifics of the project, project inventory, any expertise, or considerations for ease in maintenance.
 - xi. In the event that a bid award is not given to the low bidder, a statement for placing the award elsewhere should be prepared by the City and filed with the other documents relating to the bid.
- 5. No Bid. A project involving a building improvement or public works project not requiring a bid, as provided in this Section, such shall be administered in by the applicable department subject to oversight by the Mayor.

2.15.070 Obligations and Contracts Generally.

- 1. Appropriations. No liability or obligation against the City is created and no expenditure of public funds may be made unless for a valid corporate purpose and in accordance with *Utah Code Annotated* §10-8-2, as amended.
- 2. Validity. No contract obligation is valid or binding against the City unless:
 - a. In written form within budgetary limits.
 - b. Approved by the City Council, where expressly required.
 - c. Approved as to form, if required.
 - d. Executed by the Mayor.
 - e. Attested by the City Recorder.
- 3. Insurance. The City may require insurance certificates or bonds as part of an obligation, liability, or contract which may also:
 - a. Name the City and/or others involved as an additional insured.
 - b. Outline an approved cancellation clause.
 - c. Be in a sum sufficient to protect the interest of the City.
 - d. Be issued by an entity authorized to conduct business in the State.
 - e. The contractor under any contract for a building improvement or public works project may be required to post performance and/or material bonds as determined by the City.
- 4. Withholding Payment. Payment may be withheld as retainage under the terms of a contract, for non-performance, or other reason under Law or the contract. The City prefers to have a retainage provision favorable to the City in contracts.
- 5. Refuse Bid. Subject to due process and the general appeal process established in the municipal code, and in conjunction with the applicable department, the Mayor may establish rules and procedures and/or issue determinations to preclude contractors or suppliers from submitting bids where:
 - a. Contractor has failed to perform prior contracts or services as required.
 - b. Contractor has not satisfactorily completed a prior contract.
 - c. Contractor has violated the Law.
- 6. Cooperation. The Finance Officer may maximize public benefit and costs as appropriate to join with other units of government in cooperative purchasing arrangements. The

- purchasing agent may purchase supplies, materials, and equipment from the vendor who has submitted the lowest bid price for such items to the State of Utah Purchasing Office at the quoted price, without any solicitation or price quotation or invitation to bid.
7. Negotiation. The City may negotiate with any prospective awarded bidder relating to the final contract terms and conditions. Should negotiations fail to reach a final contract, the City may terminate negotiation and proceed with the next appropriate bidder, in order, until satisfactory terms are negotiated.
 8. Exceptions. This Section does not apply to contracts involving: sole source providers, interlocal agreements, legal settlements, court or administrative proceedings, interpreters, expert witnesses, emergency situations, investigatory services, situations waived by the Mayor, or contracts administered by another agency where the City is a participant.
 9. Contract Review. The City Administrator may periodically inventory and review the contracts and agreements to determine the status.

2.15.080 Grants.

Any grant application that anticipates or proposes to bind the City to a particular project, commits the City financially, or requires matching funds must first be authorized by the Mayor or City Administrator, unless such project is appropriated in the annual budget.

2.15.090 Ethics and Sanctions.

1. Ethical Practices. In order to provide for fairness and accountability, the following practices violate rules of ethical conduct:
 - a. For any bidder or prospective bidder, or any employee or officer thereof, in restraint of freedom of competition or otherwise, by agreement with any other Person, bidder, or prospective bidder, to bid a fixed price, or to “rotate” bidding practices among competitors.
 - b. For any Person to offer or to give to any employee of the City or any member of their immediate family, any gain, whether in the form of money, services, loan, travel, entertainment, hospitality, promise, or other form, under circumstances in which it could reasonably be intended to influence them or could reasonably be expected to influence them in their duties concerning the award of any contract or order of purchase, or for any City employee to directly or indirectly solicit or directly or indirectly accept any such gift for such purpose.
 - c. For any City employee or officer to disclose, in advance of the opening of the bids the content of any bid invited through the formal competitive bidding procedure.
 - d. For any City employee or officer to actively participate in the awarding of a contract from which they directly benefit without disclosure of the same.
 - e. For any City employee or officer or other Person to appropriate public property for personal or private use without prior approval under this Chapter.
2. Sanctions. Where a violation of the rules of ethical conduct occur where a contract would not have been entered into on behalf of the City if such had been discovered prior to execution the City may:
 - a. Deem that there was no authority, either actual, apparent or implied, to negotiate or execute any contract.

- b. Deem the contract voidable.
- c. Ratify by majority vote any contract where misconduct was discovered and made known to the City Council and found to be insignificant.
- d. Place an employee or officer in violation on unpaid administrative leave, as determined by the Mayor, while the City seeks any appropriate legal redress.
- e. Deem any employee, officer, Person in violation of this Section liable to the City for any losses incurred from the violation.

Chapter 2.17

Records Access and Management

Sections:

2.17.010 Adoption of State Law.

2.17.020 Fees.

2.17.030 Retention Schedule.

2.17.010 Adoption of State Law.

Title 63G, Chapter 2, of the Utah Code Annotated, entitled “Government Records Access and Management Act” (GRAMA) is adopted and incorporated herein by this reference. The City Recorder is the records manager for the City and may distribute and classify City records in accordance with GRAMA.

2.17.020 Records Fees.

The City imposes a records fee equal to the costs of the time and expenses of the City Recorder to research, obtain records, and respond to a record request in addition to any duplicating costs.

2.17.030 Retention Schedule.

The City adopts the Utah State Retention Schedule as prepared by the Utah State Archives as the retention schedule for the City.

Chapter 2.19

Rules and Ethics

2.19.010 Rules of Order and Procedure.

2.19.020 Ethics

2.19.030 Conflict of Interest.

2.19.040 Public and Private Information.

2.19.050 Political Activity.

2.19.010 Rules of Order and Procedure.

The City Council shall adopt and update by resolution Rules of Order and Procedure in accordance with Utah Code Annotated §10-3-606.

2.19.020 Ethics.

All City officers and employees should abide by *Utah Code Annotated* §10-3-1301, et. seq., as amended, and the same is adopted by reference as the rules of ethical conduct.

2.19.030 Conflict of Interest.

1. General Rule. Officials for whom private benefits may come as the result of any action should not be a participant in the action, if:
 - a. The private benefit may be direct or indirect.
 - b. The private benefit may create a material personal gain or provide a distinct advantage to relations or friends or to groups and associations which hold some share of a City official's loyalty.
2. Membership. Mere membership itself in a group or organization shall not be considered a conflict of interest, unless a reasonable person would conclude that such membership in itself would prevent an objective consideration of the matter.
3. Declaration. An official experiencing a conflict of interest should declare that conflict publicly, then:
 - a. Not attempt to include any other official for the benefit of the official with a conflict.
 - b. Be excused from the meeting where the discussion and action occurs.
 - c. Abstain from voting on the action.
 - d. The vote of any official with a conflict of interest who fails to declare a conflict of interest is disqualified.
 - e. A conflict of interest may exist under these rules even though an official may not believe there exists an actual conflict.
 - f. An official who has a question as to whether a conflict of interest exists should raise the question with other land use officials in public meeting or with the City Attorney in order to determine if a conflict of interest exists.
 - g. No official should engage in any transaction in which the official has a direct or indirect financial interest, unless the transaction is disclosed publicly, and the transaction is determined to be lawful.
4. Safeguards. Ex parte communication or private meetings between a planning commissioner or member of the City Council relating to a land use applicant, their agents, or other interested parties are prohibited. Partisan information or any other relevant information on any application received by a City decision maker should be made part of the public record.

2.19.040 Public and Private Information.

It is important to distinguish between information that belongs to the public and information that does not. Public reports and official records are open on an equal basis to all inquiries under GRAMA. Certain information regarding private affairs prepared by a private party and obtained in the course of performing public duties should be treated within confidence and is protected under GRAMA. Certain private affairs become public affairs when an official action such as an application is submitted, so some information may not be public until based upon the facts and circumstances of the information. Information contained in studies in progress is generally not disclosed except in accordance with policies or upon completion of the study.

2.19.050 Political Activity.

The City is non-partisan. Membership by a City official in a political party and the extent of participation in political activities should be governed by professional judgment. A City official should not use their position to obtain contributions, support, or partisan favors for a political party.

Section 3: Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.

Section 4: Effective date. This Ordinance takes effect immediately upon mayoral approval and posting.

PASSED AND ADOPTED by the City Council on this ____ day of _____, 2021.

Mayor

VOTING:

Watkins	Yea ____ Nay ____
Wright	Yea ____ Nay ____
Montgomery	Yea ____ Nay ____
Tueller	Yea ____ Nay ____
Ostler	Yea ____ Nay ____
Jeppsen	Yea ____ Nay ____

ATTEST:

City Recorder

RECORDED this ____ day of _____, 2021.

PUBLISHED OR POSTED this ____ day of _____, 2021.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the City Recorder of Perry City, hereby certify that the foregoing Ordinance was duly passed and published or posted at: 1) City Hall, 2) _____, and 3) _____, on the above referenced dates.

City Recorder

DATE:_____

**PERRY CITY
ORDINANCE NO. 21-P**

ZONING MAP AMENDMENT

**AN ORDINANCE OF PERRY CITY, UTAH, AMENDING THE ZONING MAP FOR A CERTAIN
PARCEL WHERE A ZONING AMENDMENT APPLICATION WAS FILED;**

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

WHEREAS, *Utah Code Annotated* §§ 10-8-84 and 10-8-60 allow municipalities in the State of Utah to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, Title 10, Chapter 9a, of the *Utah Code Annotated*, 1953, as amended, enables municipalities to regulate land use and development;

WHEREAS, the City finds it necessary to update its land use ordinances in order to meet the challenges presented by development and to protect public health, safety, and welfare; and,

WHEREAS, the City received an Application to Amend the Zoning Map from A to RE1/2;

WHEREAS, after publication of the required notice the Planning Commission held its public hearing on September 2, 2021, to take public comment on the proposed ordinance, after which the Planning Commission gave its recommendation to approve this Ordinance with a 3-0 vote;

WHEREAS, the City Council received the recommendation from the Planning Commission and held its public meeting on September 23, 2021;

NOW, THEREFORE, be it ordained by the City Council of Perry City as follows:

- Section 1:** **Repealer.** Any ordinance or portion of the municipal code inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.
- Section 2:** **Zoning Map Amendment.** The Official Zoning Map of Perry City, Utah, is hereby amended from A to RE1/2 for the following parcel located at approximately 1240 W 2250 S: 03-157-0074.
- Section 5:** **Severability.** If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.
- Section 6:** **Effective date.** This Ordinance take effect immediately upon approval and posting.

PASSED AND ADOPTED by the City Council on this 23 day of September 2021.

Mayor

ATTEST:

City Recorder

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the City Recorder of Perry City, hereby certify that foregoing Ordinance was duly passed and published or posted at: 1) _____, 2) _____, and 3) _____, on the above referenced dates.

City Recorder

DATE: _____

Staff Report

September 23, 2021

Perry City Council



Zone Change – Jose Ventura, located at 1240 W 2250 S

Summary

The property is approximately .086 acres in size and is currently zoned Agricultural. The applicant is requesting a change to the RE 1/2 zoning district. The parcel was created about five years ago without following the subdivision process and does not comply with the 5 acre size requirement of the current zoning.

The adjacent property to the west was granted the RE ½ zoning in the recent past. There is also AL and R1 zoning in the area. There are a few scattered residences in the area with most of the surrounding land being in agricultural use. The RE ½ zoning district requires a half acre property size and allows for limited animal rights. 2250 S is a gravel road in this area.

Conformance with General Plan

The General Plan shows this specific area to be agricultural with the surrounding lands to the south and east being residential. The RE1/2 zoning would be an appropriate zoning district in an area transitioning between agriculture and residential.

Considerations and Recommendations

As a legislative item, City Council may take any information or opinion into consideration when making a decision on this zone change. It appears that approval of this request is appropriate and supported by the General Plan. In addition, the recent zone change on the adjacent property establishes a relevant precedent to consider. Planning Commission held a public hearing, but no public comments were received. The Commission unanimously recommended approval.



Staff Report

September 23, 2021

Perry City Council



Density Map

Summary

Planning Commission recommends an amendment to the density map for apartments and multi-family units to match what has been approved in Pointe Perry. This will preclude any further application in this area for the time being. This will allow us time to monitor the impact the apartment development has on our utilities and services as well time to assess the success of housing in this area and how well it spurs additional commercial development.



**PERRY CITY
ORDINANCE NO. 21-Q**

ZONING MAP AMENDMENT

**AN ORDINANCE OF PERRY CITY, UTAH, AMENDING THE MULTI-FAMILY DWELLING
AND APARTMENT DENSITY MAP FOR A CERTAIN PARCEL WHERE AN AMENDMENT
WAS REQUESTED;**

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

WHEREAS, *Utah Code Annotated* §§ 10-8-84 and 10-8-60 allow municipalities in the State of Utah to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, Title 10, Chapter 9a, of the *Utah Code Annotated*, 1953, as amended, enables municipalities to regulate land use and development;

WHEREAS, the City finds it necessary to update its land use ordinances in order to meet the challenges presented by development and to protect public health, safety, and welfare; and,

WHEREAS, after publication of the required notice the Planning Commission held its public hearing on September 2, 2021, to take public comment on the proposed ordinance, after which the Planning Commission gave its recommendation to approve this Ordinance with a 3-0 vote;

WHEREAS, the City Council received the recommendation from the Planning Commission and held its public meeting on September 23, 2021;

NOW, THEREFORE, be it ordained by the City Council of Perry City as follows:

- Section 1:** **Repealer.** Any ordinance or portion of the municipal code inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.
- Section 2:** **Map Amendment.** The Multi-Family Dwelling and Apartment Density Map of Perry City, Utah, is hereby amended as shown in Exhibit A.
- Section 5:** **Severability.** If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.
- Section 6:** **Effective date.** This Ordinance take effect immediately upon approval and posting.

PASSED AND ADOPTED by the City Council on this 23 day of September 2021.

1 PERRY CITY WORK SESSION

2 PERRY CITY OFFICES

3 August 26, 2021

6:00 PM

4
5
6 OFFICIALS PRESENT: Mayor Kevin Jeppsen presided and conducted the meeting. Blake
7 Ostler, Nathan Tueller, Esther Montgomery, Andrew Watkins and
8 Toby Wright (listened the whole time and came at 6:28 p.m.)
9

10 OFFICIALS ABSENT: None

11
12 CITY STAFF PRESENT: Shanna Johnson, City Recorder; Bill Morris; City Attorney, Scott
13 Hancey; Chief of Police, Tyler Wagstaff; Public Works Director, Tyra
14 Bischoff; Deputy Recorder
15

16 OTHERS PRESENT: Julie Jones
17

18 **ITEM 1: Welcome to Order and Welcome**

19 Mayor Jeppsen welcomed everyone and called the meeting to order.
20

21 **ITEM 2: Fiscal Year (FY) 2022 Tax Rate and Budget Planning**

22 Shanna Johnson reviewed the budget changes since the tentative budget they received in May
23 including the following:

- 24 • Adjustments for tax revenue and use of fund balance
- 25 • Cost for first responders medical control physician
- 26 • Fertilizer program and parks (\$5,000)
- 27 • Payroll changes for market and cost of living increases (\$31,159.78 with general fund
28 \$24,632)
- 29 • Public works departments payroll increases due to higher performance ratings (split
30 between the general fund \$2,880, utility fund \$4,212 and sewer fund \$416)
- 31 • Additional budget for sewer line replacement (\$5,000)
- 32 • Depreciation for police fleet lease (two vehicle leases expiring, and one vehicle was in an
33 accident and totaled)
34

35 Ms. Johnson explained that the budget for FY22 would be \$4,277,206. She explained the use of fund
36 balance and what the tentative tax rate vs. fund balance would be with each possible tax rate. She
37 explained that the main discussion tonight would be whether the council wants to keep the certified
38 tax rate at .001854, the tentative tax rate at .001970 (which is the rate that equates to the revenue
39 planned in the tentative budget), the current property tax rate of .002175, or do something
40 completely different. The tax rate of .002175 is the rate they adopted in FY20 and FY21. She also
41 discussed the policy they put in place to consider maintaining this tax rate each year going forward
42 to gain inflation and help cover the costs discussed. She explained the amount of revenue they
43 would see with each option and what that does in terms of fund balance to cover the budget. With
44 the current tax rate, they would be adding to fund balance.
45

46 Planned projects funded in the FY2022 Budget total \$896,143. The projects would be funded using

47 Fund balance carried over from the previous year (\$108,000). New tax revenue (\$206,903, which
48 considers the council maintaining the current tax rate), Class C Road funds (\$200,000) and impact
49 fees.

50
51 Ms. Johnson encouraged the council to keep these projects in their minds and feels if they are
52 changing people's taxes, then the projects need to get done (so the public can see their tax dollars at
53 work, the plans are not just lip service, and the City does not lose credibility). The goal is to
54 complete these projects.

55
56 Council Member Watkins asked if someone for the new public works position had been hired yet.
57 Ms. Johnson said that this budget does include a new public works individual (that has not been
58 hired yet) and we have also had another public works employee put in their 2 week notice (so we
59 will be hiring for 2 positions). Council Member Watkins discussed the amount of sales tax revenue
60 that was not anticipated last year (during the Covid pandemic) and wanted to know what that
61 amount was. Ms. Johnson showed the previous year's sales tax revenue being \$433,000 more than
62 what they planned and \$221,000 more than the prior year. Council Member Watkins said that due
63 to receiving that unplanned sales tax revenue, he feels there is enough to cover the expenses
64 without having to go with the higher taxes this year. He feels it is best to go with the middle option
65 (the tentative tax rate) or even going with certified tax rate to give a nod to those that may be on
66 fixed incomes. He feels that a gradual increase is needed but compromising this year (with building
67 expenses going up and having received the unanticipated sales tax revenue) is what he would feel
68 comfortable with.

69
70 Council Member Montgomery asked how this would affect future years. Ms. Johnson explained the
71 property tax rate process and how the new baseline revenue is calculated for the next year.

72
73 Council Member Watkins said he feels like going with the tentative tax rate would be middle ground
74 (a compromise with some of the other increases tax payers have faced this year) and for those on
75 fixed incomes. Ms. Johnson reviewed the information on fixed income approximates and said that
76 not every senior citizen is on a fixed income. The information she got was from BRAG and found
77 that senior citizens make up 12% of Perry's citizens, low-income level citizens make up 9.8% of the
78 population, and 2.9% make up citizens considered at poverty level.

79
80 Ms. Johnson advised that their final decision on tax rate and budget would be made tonight. Council
81 Member Montgomery said that she feels with the \$108,000 being allowed to be carried over, the
82 tentative rate option would be good. She wants to maintain a healthy fund balance.

83
84 The Council discussed the different options with each tax rate (including revenue).

85
86 Mayor Jeppsen pointed out that the County does have programs in place to supplement and help
87 those that are below the income thresholds. He added that even though things look good right now,
88 things are in a flux and we don't know where things will end up. A quote on street sweeping this
89 year increased 5 fold from the first quote. Payroll in a couple of departments (turnover in public
90 works and a big change across the state in the police department) is also something that may come
91 back around to affect the City.

92

Council Member Wright expressed his thoughts that they should not change the course from the plan they have set up. He feels they would be in a worse predicament if they revert back to previous ways. He does not want to sound greedy. He thinks there are expenses the city is incurring that are the tax payers responsibilities and he doesn't know how else to do it. With the fund balance where it is at, it shows that it is healthy (but that can change quickly). He discussed an example of mass transit tax. He stated that he thinks they should keep the current tax rate.

Council Member Ostler said it is a tough decision. He said that on average, the impact per household is \$67/year (that is \$6.00 per month) which may be a lot to people, but it also could not be a lot to people as well. He also is thinking of funding, what needs to be funded with the various level of savings (use of fund balance). Maintaining the current rate in addition to providing for the additional revenue also makes it easier for future increases (if a larger increase were needed).

ITEM 3: Drought Emergency Rate

Mayor Jeppsen discussed the ordinance that was presented to the Council at the last meeting. He discussed the edit (taking the Mayor out of the equation and adding "upon the declaration of the Council by a majority vote"). Mayor Jeppsen is comfortable with that change. He said that some of the Council members wanted to put some criteria in place but he feels that may not be necessary because it would be up to them anyway. He said that because they have already had the public hearing for this, they should take advantage of this in some way. He said after going back through the engineer's recommendation, they veered off quite a bit from those recommendations. Part of the concern is that they should be thinking of conservation long term, which this does not address. He and Mr. Barnhill looked at the different connections and overages and some people in the city are using a high percentage of water in the summer. He discussed the drought and rebates available (systems that can save people money on automatic water systems). He asked the Council if they would like to see this as an action item in the near future or if they do not want to entertain that.

Council Member Montgomery said she would support it and hope to not ever have to use it. Mayor Jeppsen asked Council Member Tueller if those kind of systems do save people money. Council Member Tueller said they do if they are used properly. Education and self-reliance is the key here. He has some clients that have these systems in place and they can use their phone to control it. (If it is raining, they can turn off their sprinklers from their phone). He discussed drip irrigation and zero scaping in park strips. He said it is great to conserve but asked what they are doing on the developing side as well. He would recommend the City lead out with some of the controllers as well.

Mayor Jeppsen asked the Council Members to contact him if they do not want to see this as an action item before the next meeting.

ITEM 4: Zone Change Pointe Perry

Mayor Jeppsen explained that the applicant requesting the zone change at Pointe Perry at the last meeting (and was granted the request with the stipulation of obtaining the retail building permit within the first year) wanted to immediately find out how he could get an extension. There was some confusion of whether the applicant was the one that would be the developer or not. He

wanted to have a quick discussion with the Council on whether they would be open to see this come back as an action item so quickly or not.

Council Member Wright said that he understands construction deadlines, but he also understands that the City is in control of this and does not feel that the deadlines were out of place and that it is doable in the time frame they gave. He strongly encourages to not put it on the agenda.

Council Member Tueller said that it is a good project out there and supports it fully. His impression was that they are ready to go out there and that pulling a permit within a year should not be a problem. He felt it was a good compromise and that it does not need to come up on the agenda.

ADJOURNMENT

Mayor Jeppsen closed the work session.

The meeting adjourned at 6:55 p.m.

Shanna Johnson, City Recorder

Kevin Jeppsen, Mayor

Tyra Bischoff, Deputy Recorder

PERRY CITY COUNCIL
MEETING PERRY CITY OFFICES
August 26, 2021

7:00 PM

OFFICIALS PRESENT: Mayor Kevin Jeppsen presided and conducted the meeting. Council Member Nathan Tueller, Council Member Blake Ostler, Council Member Toby Wright, Council Member Andrew Watkins and Council Member Esther Montgomery.

OFFICIALS ABSENT: None

CITY STAFF PRESENT: Shanna Jonson, City Recorder
Tyra Bischoff, Deputy Recorder
Scott Hancey, Chief of Police
Bill Morris, City Attorney
Tyler Wagstaff, Public Works Director

OTHERS PRESENT: Nelson Phillips, Julie Jones, Bob Anderson, Dave Walker, Jan Kerr, Ashley Young

ITEM 1: CALL TO ORDER

Mayor Jeppsen called the electronic City Council meeting to order.

ITEM 2: PROCEDURAL ISSUES

A. Conflict of Interest Declaration

None

ITEM 3: ACTION ITEMS

A. Approval of Warrants

The Council reviewed the warrants.

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

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

Motion Approved. 5 Yes, 0 No.

B. Resolution 2021-15 Adopting a Final Tax Rate and Budget for Fiscal Year 2022

Council Member Watkins said he heard some great comments tonight that helped him realize that it would be a mistake to go with the certified tax rate but he does not feel that he can support anything higher than the tentative. He feels there are sufficient funds to meet the needs they planned for years ago from carried over fund balance and the surprise 18% increase in sales tax. He feels they can look at doing some minor budget cuts in the future to meet future needs. He feels that a compromise is needed to meet the various tax needs from citizens throughout the community who have already been burdened with enough increases (water rates and housing materials). For

these reasons he would not feel comfortable going higher than the tentative tax rate amount (property tax revenue listed in the tentative budget).

Council Member Tueller clarified that the tentative amount (which was a guessed amount when they were planning the budget and did not know what the exact amount would be) was equivalent to the tax rate of .001970 and the current tax rate is .002175. Shanna Johnson, City Recorder, confirmed the amounts/rates.

Council Member Ostler wanted to clarify that plans can remain on track from the expense side (roads, public safety, personnel) with each of the options. Ms. Johnson confirmed that they would stay on track and that it would only affect the amount of fund balance (savings) to accomplish those goals and expenses. Council Member Ostler asked where she thought the fund balance percentage would come in if the tentative tax rate were chosen. Mayor Jeppsen said to keep in mind the long term project list is at \$12 million. Council Member Tueller and Council Member Watkins wanted to clarify that part of that \$12 million was including \$9 million for a future city building. Council Member Tueller said that there are still issues and there always will be, but he feels they are making a dent and making progress. He feels the things they are trying to cover are not major wish lists and they are always looking for grants to pay for things when possible. He said they don't know what is going to happen in the future and he is good with going with the current tax rate, and what they are trying to plan for. In response to Council Member Ostler's question Ms. Johnson said that with her figures (going with the tentative option) best scenario would be ending at 29% fund balance and worst case 23% fund balance (not knowing what is closed out yet). The cap they can now carry over is 35%.

MOTION: Council Member Wright made a motion to adopt the final tax rate of .002175 for Fiscal Year 2021-2022, as well as the Budget for Fiscal Year 2021-2022. Council Member Montgomery seconded the motion.

ROLL CALL: Council Member Montgomery, Yes Council Member Tueller, Yes
Council Member Ostler, Yes Council Member Wright, Yes
Council Member Watkins, No

Motion Approved. 4 Yes, 1 No.

C. Ordinance 21-M Zone Change from C (Commercial) to R1 (Residential) located at 3457 S 1200 W, Parcel:02-037-0045 Applicant: Josh Adams

Tyra Bischoff, Deputy Recorder, presented the zone change request to the Council. She explained that this property is approximately ½ acre in size and is located in the commercial zone. The applicant has stated that they wish to develop townhomes on the property and are requesting the R1 zoning district. The C zone does not permit residential development. The surrounding zoning includes R2, R1/3, RE1/2 and AL. This property is located on a corner and 3450 south is a gravel road. 1200 West is paved, but does not include curb, gutter and sidewalk in this area. The General Plan shows this area to be residential. Staff considers the commercial zoning in this area to be inappropriate and recommends support of the zone change request. Planning Commission held a public hearing and recommend approval with a 3-0 vote. There was no public comment received during the public hearing. Ms. Bischoff showed the multi-family grid to the Council and said there are 12 available for this area.

Council Member Wright said that if this is put into a residential zone, the entire property would have to have curb and gutter put in. Bill Morris, City Attorney, added that the asphalt, paving, and

sidewalk would be addressed in the site plan phase and not the zone change. Ms. Bischoff explained that a property on that same road from a previous meeting did request (and were granted) a deferral on the sidewalk and gutter.

Council Member Ostler questioned the application having owner's permission as the applicant is listed as Josh Adams and the owner on the County site is listed as Mary Lacey. Council Member Tueller said he knows that property is listed as for sale so it may not be updated. Council Member Ostler said that on the ordinance, the parcel # is listed incorrectly. Mr. Morris said that on the application, if the owner is different than the applicant, there should be a signature line giving permission. Ms. Bischoff checked the application and stated that it is listed with only Josh Adams name.

MOTION: Council Member Montgomery made a motion to approve Ordinance 21-M Zone change from C (Commercial) to R1 (Residential) subject to verification that the proper permissions by the property owner are in place as well as correcting the parcel # listed in the ordinance. Council Member Tueller seconded the motion.

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

Motion Approved. 5 Yes, 0 No.

D. Ordinance 21-N Zone Change from AL (Agriculture Limited) to R1 located at approximately 3200 S 1200 W, Parcel: 02-034-0038, Applicant: Robert Anderson

Ms. Bischoff presented the zone change to the Council. The property is approximately 15 acres in size and is currently zoned Agricultural Limited. The applicant is requesting a change to the R1 zoning district. The applicant's intent is to subdivide the property with approximately 50 single family lots and 20 townhomes. The current zoning does not permit townhomes and requires properties to be 2 acres in size. The adjacent property to the south was recently subdivided with single family homes. The adjacent property to the north is an orchard. Nearby zoning designations include, AL, R1, R2, RE1/2, and R1A. The General Plan shows this area to be residential. This request is supported by the General Plan and would match the development to the south. Planning Commission held a public hearing and recommended approval of the request with a 3-0 vote. There was one household that made public comments regarding some issues with the Pheasant Hollow development to the south. The applicant has submitted two concept plans, one of which would necessitate a code change to allow shifting all of the allowed townhome units into one area. Planning Commission recommended not addressing this issue with the zone change request.

Council Member Wright said his concern would be water accessibility (in changing it from Agricultural to Residential). Ms. Bischoff said that the applicant had stated previously (in the Planning Commission meeting) that they would be upgrading the water line to a larger line to address that issue. Council Member Watkins asked if there were any mention of conservation sub-developments. The applicant, Robert Anderson, stated that WRC was the previous owner and this is probably not updated on the County Plat, but is now owned by him and 2 others. He is the same one that developed the Pheasant Hollow subdivision to the south and they are familiar with the area and the water issue.

Council Member Ostler said he was curious what the public comment was during the public hearing. Julie Jones, from planning commission, explained that the concern was from a resident

that bought the last house in the Pheasant Hollow subdivision. His concern was in regards to a 12 foot berm that was left with construction debris and dirt on it near his property line. They let the resident know that did not really have anything to do with the zone change request discussion and that he could come back to city hall and discuss that, and to let the property owner know about it as well.

MOTION: Council Member Tueller made a motion to approve Ordinance 21-N Zone Change from AL to R1. Council Member Wright seconded the motion.

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

Motion Approved. 5 Yes, 0 No.

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

A. Approval of Consent Items

- August 12, 2021 Truth in Taxation Meeting Minutes
- August 12, 2021 City Council Meeting Minutes

MOTION: Council Member Montgomery made a motion to approve the consent items (with some minor grammatical changes). Council Member Wright seconded the motion.

Motion Approved, All Council Members were in favor.

B. Mayor's Reports

None.

C. Council Reports

Council Member Montgomery wanted to thank the council members and Ms. Johnson for the input and feedback through the budget process.

Council Member Wright said that it is turning into fall and would be a good time to use the landfill passes available.

Council Member Ostler wanted to discuss zoning and invite the Council to think about the General Plan statement that says 'to ensure that any increase in residential density is met with public parks and greenspace for new and existing residents and neighborhood beautification'. He said that he sees some densities changing and the multi-family housing seems to be a popular option. He does not know how this (greenspace/parks) is being implemented other than impact fees and he does not know if that is enough, or if there are other ways to pursue that. He said that every new residential subdivision is just maximizing its density. He would like public parks and green space (including conservation subdivisions) to be looked at more, and come up with ways to enforce that.

Council Member Watkins added that it would be a wise conversation to have, thinking of how to incentivize a great conservation development option. Maybe it should be advertised and incentivized more.

Council Member Tueller wanted to know how the Council felt about pursuing some sort of ordinance regarding park strips and water conservation. Mayor Jeppsen asked for him to please pursue that.

D. Staff Comments

Ms. Johnson said that there was a resident that came in today to the office that was concerned about the new subdivision being proposed near Pheasant Hollow (that the zone change request was for today). She said she was unsure if there would be an opportunity for residents to be heard when the application comes forward for that subdivision but wanted the Council to know that there may be need to allow for public comment regarding that.

Tyler Wagstaff, Public Works director, said they are starting the road projects now (chipping started today, paving will be next and then crack seal).

E. Planning Commission Report

Jan Kerr said that in addition to the two zone changes tonight, there was a preliminary approval for the Harmony Cove development for 20 townhomes and 2 single family homes. They also approved the Darlene Jensen preliminary and final subdivision which she would have to upgrade the water and sewer line to the end of her property with an 8 inch pipe as well as a deferral on the sidewalk, curb and gutter. She also said the Planning Commission discussed road planning including options for developers for more narrow roads for less maintenance and upkeep. She thinks sign ordinances will be coming up in future discussion as well.

ITEM 5: EXECUTIVE SESSION

None.

ITEM 6: ADJOURNMENT

MOTION: Council Member Montgomery made a motion to adjourn.

Motion Approved. All Council Members were in favor.

The meeting adjourned at 7:55 p.m.

Shanna Johnson, City Recorder

Kevin Jeppsen, Mayor

Tyra Bischoff, Deputy Recorder

PERRY CITY COUNCIL
MEETING PERRY CITY OFFICES
SEPTEMBER 9, 2021

7:02 PM

OFFICIALS PRESENT: Mayor Kevin Jeppsen presided and conducted the meeting. Council Member Nathan Tueller, Council Member Wright, and Council Member Esther Montgomery.

OFFICIALS ABSENT: Council Member Watkins and Council Member Ostler

CITY STAFF PRESENT: Robert Barnhill, City Administrator
Shanna Johnson, City Recorder
Scott Hancey, Chief of Police
Tyler Wagstaff, Public Works Director
Bill Morris, City Attorney

OTHERS PRESENT: Stephan Moss, Ashley Young, Nelson Phillips, Benson Barnhill and Adalicia Barnhill

ITEM 1: CALL TO ORDER

Mayor Jeppsen called the electronic City Council meeting to order.

ITEM 2: PROCEDURAL ISSUES

- A. Conflict of Interest Declaration**
None.

ITEM 3: ACTION ITEMS

A. Approval of Warrants

The Council reviewed the warrants.

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

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

Motion Approved. 3 Yes, 0 No.

B. Ordinance 21-0 Emergency Drought Rates

Mayor Jeppsen said they discussed this at the last work session with the change of the responsibility being given to the Council.

MOTION: Council Member Montgomery made a motion to approve Ordinance 21-0 Emergency Drought Rates. Council Member Wright seconded the motion.

DISCUSSION: Council Member Wright wanted to clarify that this does not decrease the water amount (that it the first usage tier stays from 0-10,000 gallons, etc.). Council Member Montgomery said the City Engineer recommended that it be decreased but it has not changed. It will be based on the higher amounts above 10,000 gallons.

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

Motion Approved. 3 Yes, 0 No.

C. Motion to Grant Robert Barnhill Signing Authority on the City's Bank of Utah Account

Mayor Jeppsen said he felt the need to have a back-up for himself or anyone else (to be able to sign checks) if the situation arises. Council Member Wright asked if the motion should be made as the City Administrator instead of his name. Shanna Johnson clarified that Bank of Utah wants his name to be listed in the minutes and that anytime the Mayor, City Administrator, or Treasurer changes, they have to go in to the bank and have it updated.

MOTION: Council Member Wright made a motion to grant Robert Barnhill, City Administrator, signing authority on the City's Bank of Utah account. Council Member Montgomery seconded the motion.

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

Motion Approved. 3 Yes, 0 No.

D. Motion Authorizing the City to Open an Interest Bearing Account for the Use of Holding Seized Property in Accordance with Utah State Code 24-2-102

Ms. Johnson explained that the State Legislature is now requiring that if an agency seizes cash, it has to be held in an interest bearing account. An example, would be if the police pulled someone over and they had to seize cash they thought was related to a crime (they can't just put it in an evidence locker). The cash has to be put into an interest bearing account until it goes through the court process, and if it has to be returned, it has to be returned with interest.

MOTION: Council Member Montgomery made a motion to approve authorizing the City to open an interest bearing account for the use of holding seized property. Council Member Wright seconded the motion.

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

Motion Approved. 3 Yes, 0 No.

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

A. Approval of Consent Items

- August 26, 2021 Work Session Minutes
- August 26, 2021 City Council Meeting Minutes

MOTION: Tabled.

B. Mayor's Reports

None.

103 **C. Council Reports**

104 None.

105
106 **D. Staff Comments**

107 Mr. Barnhill said that Tyler Wagstaff led the public works department through a three day audit
108 with the Department of Environmental Quality regarding our storm water. Brett Jones and data
109 from his office helped with that. He said it went well. There are a list of things they can improve on
110 but with some changes they have made in the past few years, it went better than it would have
111 gone. He applauded Mr. Wagstaff and Taylor Clark on that.

112
113 Mr. Wagstaff added that it (the audit) was pretty grueling and they have some things they need to
114 work on and change but he feels they are going in the right direction. They will wait for the results
115 from them (Department of Environmental Quality) on what they need to work on.

116
117 **E. Planning Commission Report**

118 Commissioner Stephen Moss said that the Planning Commission approved Ordinance 21-P Zone
119 Change. There was also a conditional use permit regarding an auto body shop on the highway that
120 was tabled. They sent the applicant back with a request for the 25 foot buffer (the applicant
121 wanted more of that space for their parking lot) to have shrubs and fencing to buffer the view for
122 the townhomes next to it. He also discussed Ordinance 21-E amending the density map to cap at
123 200 instead of 220 in the Pointe Perry area until they see how the toll is taken on the apartments
124 that are going in that area. Mr. Barnhill added that the density map will be coming to City Council
125 for approval. He said that with the conditional use permit, the Planning Commission is the final
126 land use authority, but the site plan will come to the City Council.

127
128 **ITEM 5: EXECUTIVE SESSION**

129 **MOTION:** Council Member Tueller made a motion to close the public meeting and move into an
130 executive session to discuss a strategy session regarding pending or reasonably imminent
131 litigation at 7:17 p.m. Council Member Wright seconded the motion.

132
133 **ROLL CALL:** Council Member Montgomery, Yes
134 Council Member Wright, Yes
135 Council Member Tueller, Yes

136
137 **Motion Approved.** 3 Yes, 0 No.

138
139 **MOTION:** Council Member Tueller made a motion to close the executive session and reopen the
140 public meeting at 7:32 p.m. Council Member Montgomery seconded the motion.

141
142 **ROLL CALL:** Council Member Montgomery, Yes
143 Council Member Wright, Yes
144 Council Member Tueller, Yes

145
146 **Motion Approved.** 3 Yes, 0 No.

147
148 **ITEM 6: ACTION ITEM**

149 **A. Approval of Settlement Agreement and Release for Property at Pointe Perry**

150 Mr. Barnhill explained that this is the contract issue they have been working on for the property at
151 Pointe Perry.

152
153 **MOTION:** Council Member Wright made a motion to approve the settlement agreement and
154 release for property in Pointe Perry. Council Member Montgomery seconded the motion.

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

Motion Approved. 3 Yes, 0 No.

ITEM 6: ADJOURNMENT

MOTION: Council Member Montgomery proposed to adjourn the meeting.

Motion Approved. All Council Members were in favor.

The meeting adjourned at 7:35 p.m.

Shanna Johnson, City Recorder

Kevin Jeppsen, Mayor

Tyra Bischoff, Deputy Recorder