

Thursday, October 14, 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
 - B. Appointment: 2021 General Election Poll Workers
- 3. Action Items (Roll Call Vote)**
 - A. Resolution 2021-16 Approving a Contract for Street Sweeping Services
 - B. Discussion/Action Regarding the November City Council and Board of Canvassers Meeting Date(s)
- 4. Minutes & Council/Mayor Reports (Including Council Assignments)**

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

 - A. Approval of Consent Items
 - September 23, 2021 City Council Meeting Minutes
 - B. Mayor’s Report
 - C. Council Reports
 - D. Staff Comments
 - E. Planning Commission Report
- 5. 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.
- 6. Approx. 8:00 PM - Adjournment**

Certificate of Posting

The undersigned duly appointed official hereby certifies that a copy of the foregoing agenda was sent to each member of the City Council and was posted in three locations: 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 8th day of October, 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

Staff Report

October 7, 2021

Perry City Council



Election Items: Poll Workers & Board of Canvassers Meeting

Summary

Our 2021 General Election is quickly approaching and we have a few items we need to address as we approach November 2nd.

1. **Appointing Poll Workers** (3 poll workers, 1 alternate): Utah State Code 20A-5-602(1) (2) requires that we appoint poll workers by October 18, 2021. We propose the following appointments:
 - Poll Workers:
 - Shanna Johnson
 - Tyra Bischoff
 - Jolene Eddington
 - Alternate Poll Workers:
 - Susan O Bray
 - Robert Barnhill

2. **Board of Canvassers Meeting** The legislative body serves as the board of canvassers. Per Utah State Code 20A-4-301 (1), (b) we are required to canvass the votes from the General Election no sooner than 7 days and no later than 14 days after the election. If you have overseas voters, it is recommended that you wait until the 14th day. We do have overseas voters, therefore, I recommend moving our City Council meeting in November, which currently falls on Veterans Day, to Tuesday, November 16th.

Thank you for your consideration on these items.

Prepared by: City Recorder, Shanna S. Johnson

**PERRY CITY
RESOLUTION 2021-16**

STREET SWEEPING SERVICES CONTRACT

**A RESOLUTION OF PERRY CITY, UTAH, ENTERING A CONTRACT
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 Contract 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 Owner 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 Owner with an annual schedule, which shall be approved by the Owner prior to any work being commenced.

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. 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; this provision shall supersede any conflicting language in the Contractor provided exhibit(s).

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 "A", 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.
- 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.
- 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.

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 or 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

EXHIBIT A – Response to Request for Proposals



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
		Fax:	
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 COUNCIL
MEETING PERRY CITY OFFICES
SEPTEMBER 23, 2021

7:01 PM

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

OFFICIALS ABSENT: None

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: David Walker, Kevin Pebley, Nelson Phillips, Heidi Murdock, Tom Murdock, Ashley Young, Kirk Mecham, and Melanie 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 Montgomery made a motion to approve the warrants. Council Member Wright seconded the motion.

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

Motion Approved. 5 Yes, 0 No.

B. Resolution 2021-16 Approving a Contract for Street Sweeping Services

Tyler Wagstaff said in the past they have bid out this contract per year. He said they thought it would be best if they could go out a little further and sweep at a minimum of one time per year (and possibly have certain areas 'hot spots' swept if the need arises). Council Member Wright asked if \$7,000 was the base rate or if they charge hourly. Mr. Wagstaff said they charge by the hour so they suggested the \$7,000 as a higher amount in case the need arises for them to sweep certain areas. Robert Barnhill added that the \$7,000 is a capped amount. Council Member Ostler said on the resolution itself the contract heading states entering a contract amendment and below

52 in the contract it also refers to it as an amendment. Mr. Barnhill said that it would be a new
53 contract not an amendment, so that can be changed.

54
55 Council Member Ostler also addressed section 1B (4) stating materials removed shall be de-
56 watered in a contained area and discharged to the local sanitary sewer where feasible. He then
57 asked if there are materials that are picked up by a street sweeper that can go down a sewer. Bill
58 Morris, City Attorney, answered yes and explained that they are considered hazardous waste
59 containing contaminants that come off vehicles that have to be disposed of properly (which is
60 down the sewer and not the storm drain). Mayor Jeppsen added that dewatering it makes it so the
61 liquid can go down the sewer and the solid waste still needs to be hauled to a landfill.

62
63 Council Member Ostler then asked about a schedule being provided that is discussed in section 1D
64 (and when that schedule would be provided). Mr. Wagstaff said that they would be planning to
65 sweep in the fall sometime before the leaves get too heavy (for example) and then they would
66 provide a schedule of what date and time they would be here. Mr. Barnhill added that they are just
67 trying to avoid them showing up without the City knowing.

68
69 Council Member Ostler asked about section 1E stating Perry City would provide notification to
70 residents about street sweeping and wondered if that had been done in the past (to avoid being in
71 breach of contract). Mr. Wagstaff said that information is provided in the newsletter and social
72 media to make residents aware and to have their vehicles moved off of the roads. Mr. Barnhill said
73 it may be appropriate to remove that so that we don't get ourselves in trouble with a misstep (we
74 will still notify public but to make sure we don't violate the contract if we miss something there).

75
76 Council Member Ostler discussed section 2B stating for additional maintenance as requested by
77 the City, the contractor will provide services on a per hour basis. He wondered if that would be
78 negotiated separately or part of the \$143.35. Mr. Wagstaff said that it is the hourly rate of \$143.35
79 and that they can raise that by 3% annually (but that is the rate for this year).

80
81 Council Member Ostler addressed section 2C discussing invoices including materials used for
82 installation and maintenance and wondered what that would be for. Mr. Barnhill said he thinks
83 that could be edited and was carried over from template language.

84
85 Council Member Ostler then questioned 8D referring to exhibit B, which he did not see, and he also
86 did not see an exhibit A either. Mr. Barnhill said they submitted a little bio of the person that
87 would be doing it (which he thinks is item B and not included). Council Member Ostler addressed
88 1-15 #3 (things in brackets that should have been filled in). Also, 15 #2 and #3 discussed an order
89 and he doesn't know what order it is talking about. Mr. Morris said it mainly applies if there are
90 federal grants (CDBG grants are required to have an equal opportunity statement in it), it does not
91 have to be included in this but it is a good thing to have. He said the order is some sort of federal
92 regulation that he is not familiar with, these are not dealt with often in local government.

93
94 Council Member Ostler then discussed paragraph 16 stating elected representatives or its
95 employees shall not have any benefit that may arise from this contract. Mr. Morris said this is this
96 talking about financial gain or bribing them to enter into the contract. Council Member Ostler
97 then discussed the attachment included which is not referenced at all in the agreement but states
98 that this quote shall become an attachment to the contract upon award. It also includes language
99 discussing pricing and permit requirements. Mr. Morris said that it may be included because the
100 City requires encroachment permits sometimes but where we are the City, there is no permit.

The last thing Council Member Ostler had a question about was the contract stating payment terms net 30 days with a 1.8% fee being added to the balance beyond 30 days, but paragraph 2C says we have 60 days with no mention of a late fee. Mr. Morris suggested they table this until they talk to the contractor and have these changes fixed.

MOTION: Tabled for changes.

C. Ordinance 21-L Title 2 Municipal Administration Re-Enacted

Mayor Jeppsen said that Title 2 has been around for a long time and that Council Member Ostler has put forth a big effort in helping get through this. He added that not all the great things Council Member Ostler is trying to do will be realized at this time, and some items (finance and auditors) will be taken care of in future contracts and RFP's. Council Member Ostler said he appreciates the opportunity to work on this. He noted that the Mayor gets to vote on this ordinance therefore, the 'Now therefore' clause should be changed to add Mayor to City Council. He also asked about section 2.05.040 Public Works standards giving authority to the Mayor and Public Works director to update, modify, and amend those things upon the recommendation of the City Engineer. He said that he likes this language but wondered if the statement such as "provided that the updates or modifications or amendments are not in conflict with the General Plan or the Perry Municipal Code" could be added. His hope is that by putting this language in, it would prevent a public works director from doing something that goes against the general plan. Mr. Morris said he does not mind the ordinance stating that it is consistent with the municipal code, but the general plan is an advisory guide (adding that as part of the language would be making that advisory guide mandatory). He said that it might be a good check to add the municipal code since those are laws. The Council agreed to make the change to be in compliance with municipal code.

Council Member Wright expressed concern with the restrictions on the City Council's involvement with the budget. Council Member Montgomery also expressed concern (Section 2.15). Mayor Jeppsen said he feels that it leaves it open to do what they do now or to stream line it a little further. He said the intent would be that the budget would be put together within the administration, provided to the council, and then have whatever sessions it took for them to approve it. He said the difference would be instead of starting in January with nothing, they would have all their ducks in a row and then take it to the Council and listen to what they like or what they want changed. Council Member Tueller said that the first meeting (receiving the budget) would be in May and the second meeting in June. Mayor Jeppsen said his intention would be to have the budget ready before May. Council Member Tueller discussed wanting to still have the retreat in January to give input on direction of the budget. Council Member Montgomery expressed liking being involved with the work sessions and feels reluctant to give that up. Mr. Barnhill added that passing this with the language as it is may not change things for now with the current administration, but could foresee maybe needing an earlier date listed (if they had a future administration that did wait until May to present anything to the Council). Shanna Johnson added that state law requires a tentative budget be submitted by the first meeting in May and that is standard. She said maybe the language should be changed in the preparation section of the annual budget (where it discusses the preparation and work sessions, to include them).

Mayor Jeppsen said the way he looks at this is that it is asking everyone to step up their game. If the Administration is doing what they should do, it should reduce the amount of time they have to meet with the Council. He said the time frame does not really matter, being prepared will make it more efficient. He added that there is very little participation from the public, but the administration is working on it on a daily basis through that time period. If the time restraint is what the issue is, it is fine to change that, but if they all up their game, they can reduce the amount of time they spend discussing those things. Ms. Johnson added that the budget is pretty much

developed by the time it comes to the Council in March. There are modifications that will happen until final approval because as they work through a budget in a 3 month period, things come up that necessitate changes. She wants to make sure that they have enough time to get through each department.

Council Member Tueller said there is always concern about future administrations but basically this is not changing anything. He said that the Council has agreed to proceed as they have, it depends on the administration and how they work with the Council. He loves that the Council meets together and enjoys the discussions. He just wanted to clarify that he does not think this really changes things (on how they do it) but maybe clarifies it (knowing what they need to focus on).

The Council discussed and agreed on changing the timeframe to present the tentative budget to the council to April.

MOTION: Council Member Tueller made a motion to approve Ordinance 21-L Title 2 Municipal Administration Re-Enacted with the changes discussed. Council Member Wright seconded the motion.

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

Motion Approved. 6 Yes, 0 No.

D. Ordinance 21-P Zone Change from A (Agriculture) to RE1/2 (Residential) Located at approximately 1240 W 2250 S Parcel # 03-157-0131

Mr. Barnhill discussed the zone change application. This is .86 acres and is currently in the agriculture zone. They are requesting to be zoned RE1/2. This property has already been created but it did not go through the subdivision process so it is non-compliant. They started the subdivision process to bring it into compliance but need this zoning (which is the same request that a neighboring property was granted recently) to be compliant. 2250 South is currently a gravel road. Planning Commission did hold a public hearing on this. The only comment was from the representative that is working with the applicant to move the project forward. Planning Commission recommended approval to City Council on this.

Council Member Ostler said that the parcel # on the ordinance is listed wrong. Mr. Barnhill said he would correct that.

Council Member Tueller asked how it was discovered that it was non-compliant. Mr. Barnhill explained that the applicant had come in to ask what they needed to do to build on the property, and they found that it was non-compliant (due to the zoning and size of property). This property would be the same as the neighboring property and would have a deferral agreement (for adding curb and gutter when the time comes). When a property is subdivided is when those deferral agreements are put in place, making the property owner responsible for those improvements.

MOTION: Council Member Montgomery made a motion to approve Ordinance 21-P Zone Change from A to RE1/2. Council Member Watkins seconded the motion.

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

Motion Approved. 5 Yes, 0 No.

E. Ordinance 21-Q Amending the Density Map

Mr. Barnhill explained the request from Planning Commission to amend the density map in the Pointe Perry area to change the number of multi-family units allotted (from 0/20 to 0/0 and 200/220 to 200/200) with the apartments that have been finalized and approved in that area. This will allow us to take a step back and see how this project goes before allowing any more multi-family units in that area.

Council Member Watkins wondered why they want to take the 20 away. Mr. Barnhill said that he thinks it was mainly to evaluate how the current development goes. He added that putting 20 units somewhere else might look awkward and would possibly leak out to other areas at Pointe Perry taking away possible commercial property.

Council Member Ostler questioned the south west density map that says 40/40 (if there are 40 units out there currently). Mr. Barnhill said that is part of the proposed apartments. He then asked if the neighboring property owners were noticed and if they would be taking away anyone's by rights zoning. Mr. Morris said they are good. Council Member Ostler also questioned the language in the ordinance at the top saying 'An ordinance of Perry City amending the multi-family Density Map for a certain parcel where an amendment was requested'. Mr. Barnhill said that was carry over language that he did not catch and could be changed.

MOTION: Council Member Wright made a motion to approve Ordinance 21-Q Amending the Density Map. Council member Tueller seconded the motion.

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

Motion Approved. 5 Yes, 0 No.

ITEM 4: DISCUSSION ITEMS

A. North Perry City Welcome Sign

Council Member Watkins discussed going out with Mr. Barnhill and taking some pictures of possible locations for the welcome sign. He said the spot they are thinking of putting the sign comes up very quickly after crossing 1100 South. He discussed the possible areas of putting the sign. He thanked Public Works for the work they have put in with changing the road signs. He added that it creates a city brand and makes it feel like more of a community. He commended Mark Hardin for the design. He discussed the land south of the credit union and the placement of the sign. He said this possible location would be in Brigham City but they are hopeful that it

is on the UDOT right of way (will have Brett Jones, City Engineer, confirm) and they wouldn't have to discuss it with the property owner. Council Member Watkins also showed some ideas of landscaping possibilities that would make it look nicer.

The Council discussed the location they would like to see the sign. Council Member Tueller expressed concern with putting the sign in another city. He said the best open spot is near the Dominion pipeline fence (on the south end of it). Council Member Wright suggested doing wraps on the utility boxes to make them look better. Council Member Montgomery said she always envisioned it in the grassy area in Brigham City (near the credit union). Mayor Jeppsen said he thinks the border is right in the middle of the gas station and agreed with the area Council Member Tueller suggested. Council Member Ostler said he likes the location that has been mentioned by Council Member Tueller and the Mayor, he added 'let's do this thing'.

ITEM 5: MINUTES & COUNCIL/MAYOR REPORTS (INCLUDING COUNCIL ASSIGNMENTS)

A. Approval of Consent Items

- August 26, 2021 Work Session Minutes
- August 26, 2021 City Council Minutes
- September 9, 2021 City Council Minutes

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

ROLL CALL: All in favor.

Motion Approved.

B. Mayor's Reports

Mayor Jeppsen discussed the recent interest in Pointe Perry with some of it leaning towards high density housing. He noticed in the paper that Brigham City has a development on the South side of 1100 South that will be started on the first of next year. He is not sure if that will mean anything for Perry's right away.

C. Council Reports

Council Member Tueller said they had their sewer board meeting the other night. One of the things budgeted for this year was new chains (which was originally bid for 53k) and has gone up to 67k. To help off-set the cost of that, they will be shifting to an American company that will save them about \$7,000 (for the UV lamps that disinfect things and have to be replaced regularly). There are a few other things on the budget that they will withhold on to make up the rest.

Council Member Watkins expressed concerns brought to him from a few people on the East side of Perry with the new zero tolerance policy with off road vehicles from the police. He will discuss this with the Mayor and then they will decide if it needs to be a discussion item on a future agenda.

Council Member Montgomery wondered if anyone would be going to Utah City League and Towns that is coming up. She is unable to attend this year. No comments were made of anyone attending.

D. Staff Comments

Shanna Johnson stated that she and Tyra Bischoff are at the IIMC (International Institute Municipal Clerk) conference in Park City. She expressed appreciation for the opportunity and said they will bring back some good information for the City.

E. Planning Commission Report

None.

ITEM 6: EXECUTIVE SESSION

MOTION: Council Member Montgomery made a motion to close the public meeting and move into an executive session for the discussion of the purchase, exchange, lease, or sale of real property at 8:35 p.m. Council Member Wright seconded the motion.

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

Motion Approved. 5 Yes, 0 No.

MOTION: Council Member Tueller made a motion to close the executive session and re-open the public meeting at 9:30 p.m. Council Member Wright seconded the motion.

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

Motion Approved. 5 Yes, 0 No.

ITEM 7: ADJOURNMENT

MOTION: Council Member Montgomery proposed to adjourn the meeting.

Motion Approved. All Council Members were in favor.

The meeting adjourned at 9:30 p.m.

Shanna Johnson, City Recorder

Kevin Jeppsen, Mayor

Tyra Bischoff, Deputy Recorder