

Thursday, April 28, 2022

PERRY CITY COUNCIL MEETING AGENDA

This is an “Electronic Meeting” Web/Teleconferencing will be used to participate

Go to www.perrycity.org for meeting access instructions

The Perry City Council will hold an electronic meeting via web/teleconference on the Thursday identified above, starting at approximately 7:00 PM, following a 6:00 PM Work Session. Members of the public at the Public Meeting 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. 6:00 PM – Work Session

1. Fiscal Year 2022-2023 Budget Planning

Approx. 7:00 PM – Regular City Council Meeting

1. Call to Order

2. Procedural Issues

A. Conflicts of Interest Declaration(s), If Any

3. Presentations

A. Fiscal Year 2021-2022 Budget Update

B. Fiscal Year 2021-2022 Budget Amendment

4. Public Hearing (No Vote Needed)

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

A. Public Hearing Regarding Resolution 2022-07 Adopting a Fiscal Year 2021-2022 Budget Amendment

5. Action Items (Roll Call Vote)

A. Resolution 2022-07 Adopting a Fiscal Year 2021-2022 Budget Amendment

B. Resolution 2022-08 Elevator Maintenance Agreement

C. Ordinance 22-C ADU Amendments

D. Ordinance 22-E Zone Change for Brinton Neff from R1/3 to R1 with an overlay zone adding an additional \$1,000 fee for parks

6. Discussion Items

A. Sale Tax Revenue Bond Selection and report

7. Minutes & Council/Mayor Reports (Including Council Assignments)

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

A. Approval of Consent Items

▪ April 14, 2022 City Council Work Session

▪ April 14, 2022 City Council Meeting Minutes

B. Mayor’s Report

C. Council Reports

D. Staff Comments

E. Planning Commission Report

8. Executive Session (if needed)

A. Discussion of the purchase, exchange, lease, or sale of real property, when public discussion would disclose the value of the property or prevent the authority from completing the transaction of the best possible terms.

B. Strategy session to discuss the character, professional competence, or physical or mental health of an individual.

C. Strategy session to discuss collective bargaining.

D. Strategy session regarding pending, or reasonably imminent litigation.

- E. Strategy session to discuss the deployment of security personnel, devices, or systems.
- F. Discussion of investigative proceedings regarding allegations of criminal misconduct.

9. Approx. 8:30 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 22nd day of April, 2022. Any individual requiring auxiliary services should contact the City Offices at least 3 days in advance (435-723-6461).

Shanna S. Johnson, City Recorder

**PERRY CITY
RESOLUTION 2022-07**

**A RESOLUTION OF PERRY CITY, UTAH, ADOPTING THE FISCAL YEAR
2021-2022 AMENDED BUDGET FOR PERRY CITY, UTAH, FISCAL YEAR
ENDING: JUNE 30, 2022.**

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

WHEREAS, Title 10, Chapter 6 of the *Utah Code Annotated* establishes the “Uniform Fiscal Procedures Act for Utah Cities” and requires a public hearing before the adoption of the final budget for the upcoming Fiscal Year or amendment of the current Fiscal Year budget;

WHEREAS, the City adopted its Fiscal Year budget previously and desires to amend that budget according to the terms of the amended budget presented herein, with the referenced changes;

WHEREAS, the proposed amendments have been duly noticed and a public hearing held on April 28, 2022 as required by applicable Utah Statutes; and

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

WHEREAS, the Perry City Council determines that amending the fiscal year 2021-2022 budget is in the best interest of the health, safety, and welfare of the citizens of the Perry City, Utah.

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

Section 1. Budget Amendment.

That the City Council amends the budget for FY 2021-2022 as per the attached budgetary forms incorporated herein by this reference, with the changes indicated therein.

Section 2. Compliance and Submission.

That staff is authorized to make any modification to said budget to conform with the submission requirements of state laws, and file a certified copy with the State Auditor within thirty (30) days.

Section 3. Effective Date.

This Resolution shall be effective immediately upon passage and approval.

PASSED AND ADOPTED by the City Council on this ____ day of April, 2022.

KEVIN JEPPSEN, Mayor

ATTEST:

City Recorder

EXHIBIT A

BUDGET AMENDMENTS TO 2021-2022 BUDGET

	Additional	Original Budget	Amended Budget
ADDITIONAL REVENUES FOR GENERAL FUND	\$2,354,706	\$4,277,206	\$6,631,912
MASS TRANSIT TAX	24,000	640,000	664,000
STATE OF UT GRANT CERT	494	500.00	994.00
STATE GRANTS (ARPA FUNDING)	310,552		
TRANSFER FROM FUND BALANCE	300,000	48,180	348,180
TRANS FROM DEBT SERVICE FUND TAX	300,000	0	300,000
INCREMENT			
SALE OF PROPERTY	1,257,500	15200	1,272,700
CONTRIBUTION FROM COUNTY	162,160	0	162,160
 AMENDMENTS TO GENERAL FUND EXPENSES			
CONTR. TO OTHER GOVERNMENT (TRANSIT TAX DUE TO UTA)	24000	640,000	664,000
FIRE (CERT GRANT EXPENSE)	494	500	994
ADMINISTRATION (BUILDING GROUNDS & MAINTENANCE)	-103,000	108,000	5,000
POLICE (BUILDING GROUNDS & MAINTENANCE)	-80,000	90,000	10,000
TRANSFER TO CAPITAL PROJECT FUND – ARPA WELL PROJECT	310,552		
TRANSFER TO CAPITAL PROJECT FUND – CITY HALL	2,202,660	0	2,202,660
TOTAL	\$2,354,706	\$4,277,206	\$6,631,912
	Additional	Original Budget	Amended Budget
ADDITIONAL REVENUES FOR CAPT. PROJECT FUND – CITY HALL	\$2,202,660	374,478	\$2,577,138
FUND BALANCE AVAILABLE		374,478	374,478
TRANSFER FROM GENERAL FUND	\$2,202,660		
Total	\$2,202,660	\$374,478	\$2,577,138
 AMENDMENTS TO CAPT. PROJECT – CITY HALL EXPENSES			
DOWN PAYMENT ON CITY HALL BUILDING	1,002,660	0	1,002,660
NEW CITY HALL RENOVATIONS	1,200,000	0	1,200,000
LAND PURCHASE FOR CITY HALL	-365,508	374,478	8,970
CONTRIBUTE TO FUND BALANCE	365,508		365,508
TOTAL	\$2,202,660	\$374,478	\$2,577,138

	Additional	Original Budget	Amended Budget
AMENDMENTS TO DEBT SERVICE FUND		641,846	
OTHER		890	890
TRANSFER TO GENERAL FUND		0	300,000
TRANSFER TO RDA (POINTE PERRY CDA)		0	340,956
CONTRIBUTE TO FUND BALANCE		640,956	0
TOTAL	\$0	\$641,846	\$641,856

**PERRY CITY
RESOLUTION 2022-08**

ELEVATOR MAINTENANCE AGREEMENT

**A RESOLUTION OF PERRY CITY, UTAH, ADOPTING AN ELEVATOR
MAINTENANCE AGREEMENT FOR “THE LODGE” TO BE
ACQUIRED AS THE NEW CITY HALL.**

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

WHEREAS, the City is in the process of acquiring “The Lodge” for its municipal building;

WHEREAS, The Lodge has an elevator which requires regular and ongoing maintenance for safe;

WHEREAS, the City has negotiated the Elevator Maintenance Agreement (hereafter “Agreement”) in attached Exhibit “A” with Schindler Elevator Corporation for the ongoing maintenance and operation of the elevator at The Lodge;

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

Section 1. Authorization.

The City Council hereby authorizes the Mayor to enter and otherwise execute the Agreement attached hereto as Exhibit “A” and incorporated herein by this reference.

Section 2. Effective Date

This Resolution is effective immediately upon passage and approval.

PASSED AND APPROVED by the Perry City Council this ____ day of _____, 2022.

Mayor

ATTEST:

City Recorder

Schindler Custom

SCHINDLER ELEVATOR CORPORATION

3592 West 1820 South
Salt Lake City, UT 84104-4959
Phone: 385.379.7232

Date: April 13, 2022

Estimate Number: TGUE-CCAMQ9 (2021.4.1)

To:

Perry City Hall
3005 S 1200 W
Perry, UT 84302

Building Name:

Perry City Hall (Formerly "The Lodge")
1950 S Hwy 89
Perry, UT 84302

Attn: Robert Barnhill

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment	Application	Description	Rise/Length Openings	Capacity	Speed	Install#
	The Lodge 1950 S Hwy 89 Perry, UT 84302							
1	Otis	Hydraulic	Passenger	Passenger	2F/0R	2500	100	477852
1	Otis	Hydraulic	Service	Service	2F/2R	4500	100	477948

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 3592 West 1820 South, Salt Lake City, UT 84104-4959, and **THE LODGE**, 1950 S Hwy 89, Perry, UT 84302 ("you") agree as follows:

PREVENTIVE MAINTENANCE SERVICE

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment and its usage
- Examine, lubricate, adjust, and repair/replace covered components
- Criteria for replacement of all wire ropes will be the appropriate factor of safety
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

PREVENTIVE MAINTENANCE PROGRAM

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will systematically examine, lubricate, adjust, and as needed or if usage mandates, repair, or replace the Covered Components listed below.

HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room & hoistway, motor, PC boards, pump unit, solid state devices, contactors, and valve rebuilds.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones, any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, and/or valves on hydraulic equipment, are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

CLEANING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas.

TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually
Hydraulic	Full Load	Every 5 years

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24 /7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician. Your cab telephone will be directly programmed to dial SCSN.

SCHINDLER AHEAD

You will be provided access to the Schindler Ahead tools, which include Schindler Ahead hardware connectivity, Core service in the tier described below, Schindler Actionboard and Actionboard Mobile.

Schindler ActionBoard and ActionBoard Mobile are communication technologies that provide access to real-time information about your equipment including: performance history, reports, push notifications, service call records, unit profiles and more.

Your contract includes the above features as well as the following Core package:

CALLBACK RESPONSE TIME

We will respond to callbacks during regular working hours within an average of 2 hours of notification, and during overtime hours within an average of 4 hours of notification, unless we are prevented from doing so by causes beyond our control.

HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours, including all calls received prior to 3:30 p.m. local time. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

TERM

This Agreement commences on June 01, 2022, and continues until May 31, 2027, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$390.00 per month, payable in annual installments of \$4,680.00, exclusive of applicable taxes.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.

Annual Escalations to be capped at 5% for this contract.

PAYMENT OPTIONS

(1) Please select a Method of Payment:

☐	Direct Debit	1% Discount (Attach Copy of voided check)
☐	Credit Card	3% Addition
☐	Visa	☐ MC ☐ AMEX
Number: _____		
Expiration Date: _____		
Signature: _____		
☐	Check	
☐	Other:	_____

(2) Please select a Payment Frequency (Other than Annual):

☐	Semi-Annual	0% Addition
☐	Quarterly	1% Addition

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

By: Tyson Guthrie

For: Schindler Elevator Corporation

Title: Sales Representative

Date: March 08, 2022

Accepted:

By: _____

For: The Lodge

Title: _____

Date: _____

Approved:

By: Seth Bergman

Title: General Manager Service

Date: _____

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.
2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed premaintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.
3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.
4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one/half of the remaining amount due under this Agreement.
6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.
7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:
 - (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
 - (b) Termination of the Agreement on ten (10) days prior written notice; and
 - (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

13. You hereby authorize us to produce single copies of the EPROM and/or ROM chips for each elevator subject to this Agreement for the sole purpose of archival back-up of the software embodied therein. The duplicate chip(s) for a given elevator shall be identified by serial number, or other means, and shall be stored on the building premises in a secured area in the elevator equipment room or you may retain possession. We agree that back-up chips are not for the benefit of purchase or sale, or for use in other elevator systems, and shall be used for no other purpose than the replacement of a defective or damaged chip on the particular elevator. In the event that your continued possession of the computer program should cease to be rightful, we agree that all such archival copies shall be destroyed.

14. You acknowledge that certain replacement parts, such as printed circuit boards or control related parts, may be difficult to obtain. While we do not anticipate problems or delays obtaining such parts, it may be necessary or desirable for you to order such parts directly from the original equipment manufacturer ("OEM"). You agree, in such event, to order parts promptly from the OEM, at any time and from time to time, as specified by us. We agree to reimburse you for the reasonable cost of such parts (as covered by this Agreement) promptly upon receipt from you of copies of the invoice(s) together with appropriate payment documentation.

15. Should conditions arise requiring use of the OEM diagnostic tool, we will promptly notify you. You agree, in such event, to promptly contact the OEM for diagnostic service and repair. You will be responsible for all costs related to such service and repair. You further agree that we shall not be responsible for any delays, damage, costs or claims associated with you or OEM's failure to timely provide a diagnostic tool, and you will indemnify, defend and hold us harmless from any such delays, damage, cost or claim.

PERRY CITY
ORDINANCE 22-C ACCESSORY DWELLING UNIT AMENDMENTS

WHEREAS, This Chapter related to Accessory Dwelling Units was adopted on July 23, 2020 and since this time certain amendments have been proposed; and,

WHEREAS, Updates to the Perry Municipal Code are needed from time to time in order to comply with state legislation;

WHEREAS, In the year 2022 the Utah State Legislature adopted HB 462 prohibiting impact fees for internal accessory dwelling units;

WHEREAS, The Perry City Planning Commission held a public hearing regarding this ordinance amendment on April 7, 2022 and recommended approval with a 3-0 vote;

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

SECTION 1: AMENDMENT “15.30.030 General Regulations And Development Standards” of the Perry Municipal Code is hereby *amended* as follows:

A M E N D M E N T

15.30.030 General Regulations And Development Standards

The following regulations must be met in order to have an ADU (either a Garden Cottage or Accessory Apartment):

1. Primary Residence Required: The property owner, which shall include titleholders and contract purchasers, shall keep the property as their primary residence for habitation and on the tax rolls. Application for an ADU shall include evidence of such through an affidavit.
2. Number Permitted: Only one (1) ADU shall be created within a single family dwelling or lot. Said area shall clearly be a subordinate part of the dwelling or lot.
3. Parking: At least one (1) off street parking space shall be provided for the ADU.
4. Appearance: The Accessory Apartment shall be designed so that, to the degree reasonably feasible, the appearance of the building remains that of a single family dwelling. ~~The Garden Cottage shall be designed and constructed as to be compatible with the architectural components of the primary dwelling (i.e. exterior materials, color, and roof pitch).~~
5. Utility Meters and Addressing: It shall be prohibited to install separate utility meters. The primary dwelling and ADU shall have the same address number, but shall refer to the ADU as unit B.
6. Building Code Compliance Required: All ADUs hereafter created in Perry City shall

comply with the current standards of the City's adopted Fire, Building, and Health Codes.

7. Size: The total area of a Garden Cottage shall be no more than 40% of the square footage of the primary dwelling.
8. Height: All ADUs shall be limited to a single story (above a garage, basement, or attic).
9. Setbacks: ~~All Garden Cottages ADUs~~ shall have the same setback requirements as ~~the primary dwelling~~ accessory buildings.
10. Entrances: All ADUs shall have a separate, accessible entrance or stairway. All entrances for an Accessory Apartment shall be located on the side or in the rear of the dwelling.
11. Transferability: Upon sale of the home and ADU, the approval for an ADU shall expire; that is, the approval is not transferable. The new owner will need to gain approval of a new permit and provide a new affidavit.
12. Density: ADUs are exempt from the residential density standards of this Code.
13. Home Occupation: Home Occupation businesses which may be approved in an ADU shall be restricted to a home office use which creates no customer traffic and no storage of product on the property where the ADU is located. No Home Occupation shall be established within an ADU without the express written permission of the property owner.
14. ADUs may be rented but shall not be rented on a transient basis (periods less than 30 days).
15. The primary dwelling and ADU must be on the same parcel or lot, shall not be subdivided, and shall not be sold separately.
16. Mobile homes, manufactured homes, RV's, trailers, campers, tents and/or any other temporary structure and/or vehicle shall not qualify as an ADU.
17. Impact Fee: The impact fee for ~~all ADUs~~ Garden Cottages shall be 20% the cost of the adopted fee for a single family home. Accessory Apartments shall not be charged an impact fee.

PASSED AND ADOPTED BY THE PERRY CITY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Councilmember Nathan Tueller	_____	_____	_____	_____
Councilmember Blake Ostler	_____	_____	_____	_____
Councilmember Toby Wright	_____	_____	_____	_____
Councilmember David Walker	_____	_____	_____	_____
Councilmember Ashley Young	_____	_____	_____	_____

Presiding Officer

Attest

Kevin Jeppsen, Mayor, Perry City

Tyra Bischoff, Deputy City Recorder
Perry City

Staff Report

April 28, 2022

Perry City Council



Zone Change – Brinton Neff, located at 2250 S 1200 W

Summary

The property is approximately 30 acres in size and is currently zoned R1/3. The applicant is requesting a change to the R1 zoning district or the DO zoning overlay. The property is currently used for agricultural purposes, as are most of the surrounding properties. There are a few scattered residences in the area.

Adjacent zoning includes Agricultural and R1 residential. The purpose of the zone change request is for residential development.

If the R1 zoning designation is not granted, the developer would like to propose an alternative to obtain the same density. They have explored the conservation subdivision option and found that, in their opinion, the cost burden is significant while the benefit is non-existent. They also see a paradox in turning over significant open space when the adjacent city park is lacking in maintenance and improvements. They propose providing a fee lieu of open space as part of a development agreement. The following statement was submitted with the application.

We would like to propose a zone change to R1 (¼ acre lot). We feel this conforms with the general plan of Perry and utilizes the ground efficiently. We propose entering into a development with the city that will help with our zoning but help the city pursue and further their plans in bettering the city's parks. We propose that with the allowance of R1 zoning that the agreement will be that every lot in this subdivision will pay \$3000 instead of \$2000 in park impact fees. The developer will also pay the total amount at time of recording the plat and will be reimbursed as impacts are paid in the future. We Propose these monies be earmarked for the Dell young park across the street to maintain and fix the nature park up to what the plans are.

Following this staff report are three development concepts submitted by the applicant for comparison.

Conformance with General Plan

The future land use map shows this property to be residential. Two smaller properties to the north have been recently changed to RE1/2. The adopted policy in code is to not approve the R1 zoning district in favor of following the Conservation Subdivision requirements.

Considerations and Recommendations

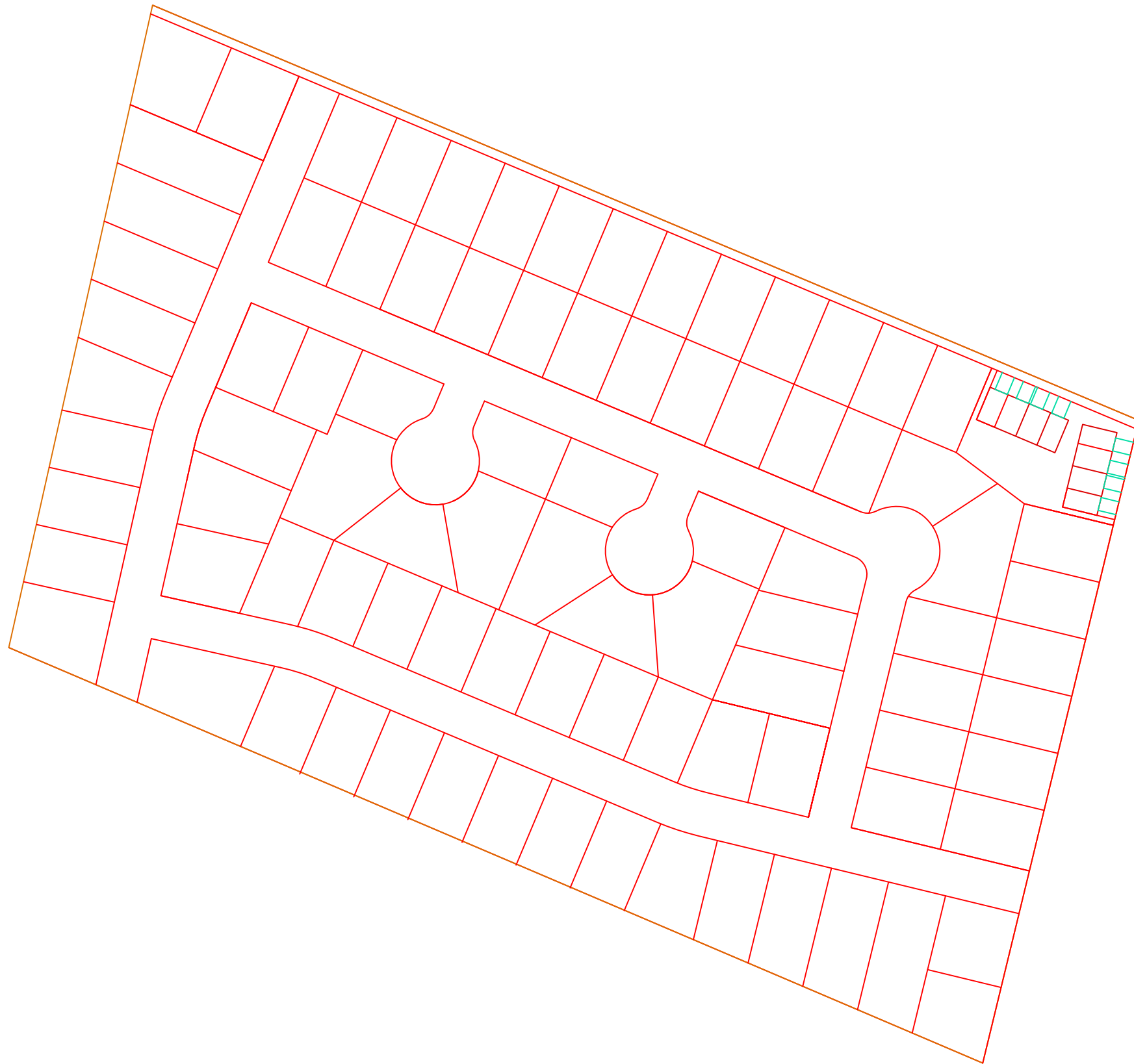
A previous request was made for the R1 zoning district, however the R1/3 zoning district was applied. The applicant would prefer the R1 zoning designation, however they would also be willing to enter an agreement to provide a fee in lieu of the open space required in a Conservation

Subdivision. Planning Commission recommends approval for this request to accept a fee in lieu of open space.

During the public hearing some concerns were expressed regarding culinary water supply, legality of accepting a fee in lieu of open space, potential high water table, and providing enough park space for new residents.

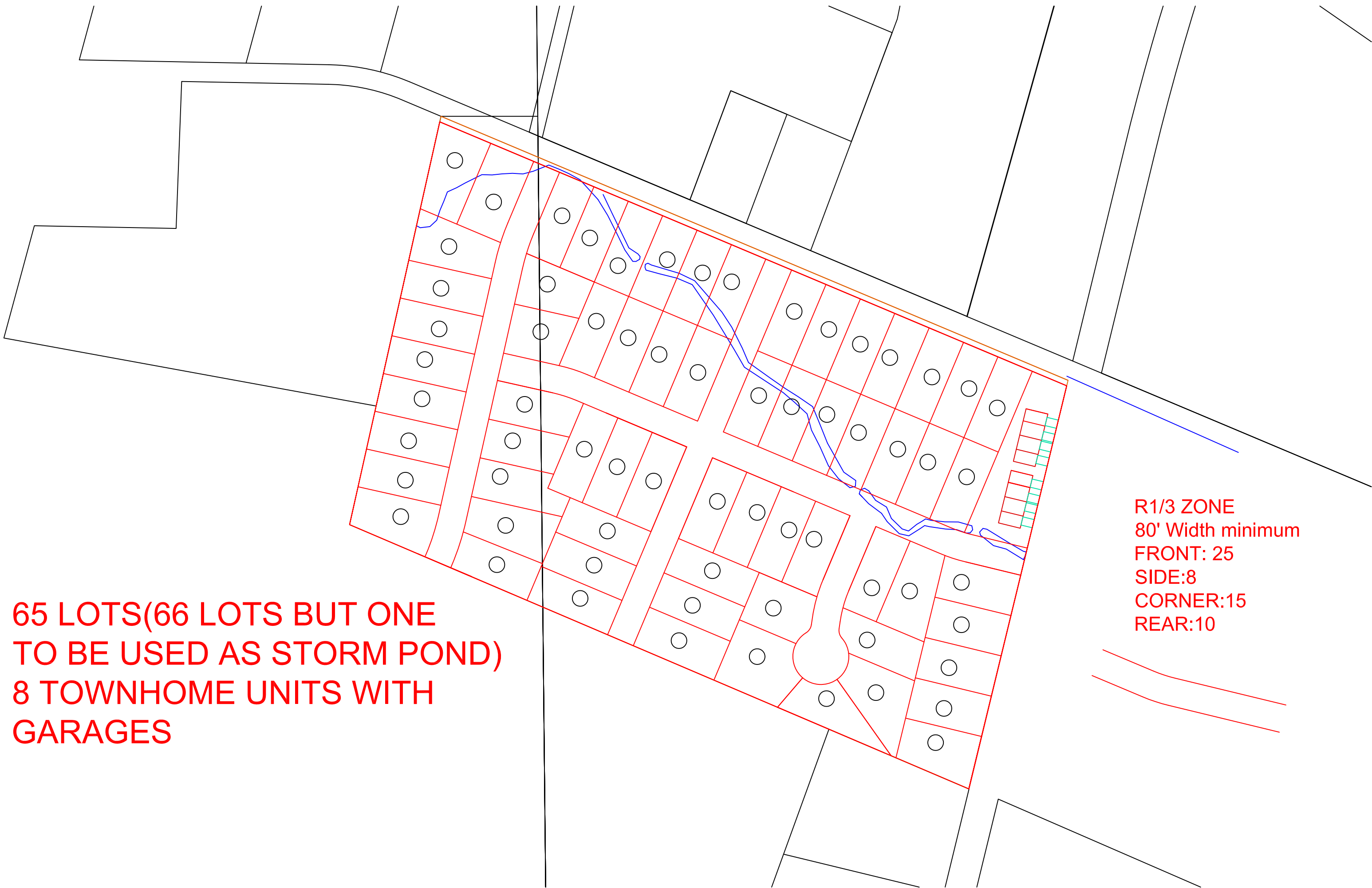
Council should exercise prudence and caution in accepting monetary benefits for land use approvals; however, the conservation subdivision ordinance contemplates the practice of allowing other forms of compensation for open space property and improvements. If the Planning Commission's recommendation is followed, it should be made clear why and for what purpose the additional fee is being accepted. The motion should also include authorization to execute a development agreement under the approved conditions.





R1 ZONE
10,000 SF LOTS
80' WIDTH
FRONT: 25
SIDE:8
CORNER:15
REAR:10

89 LOTS
8 TOWNHOME UNITS WITH
GARAGES

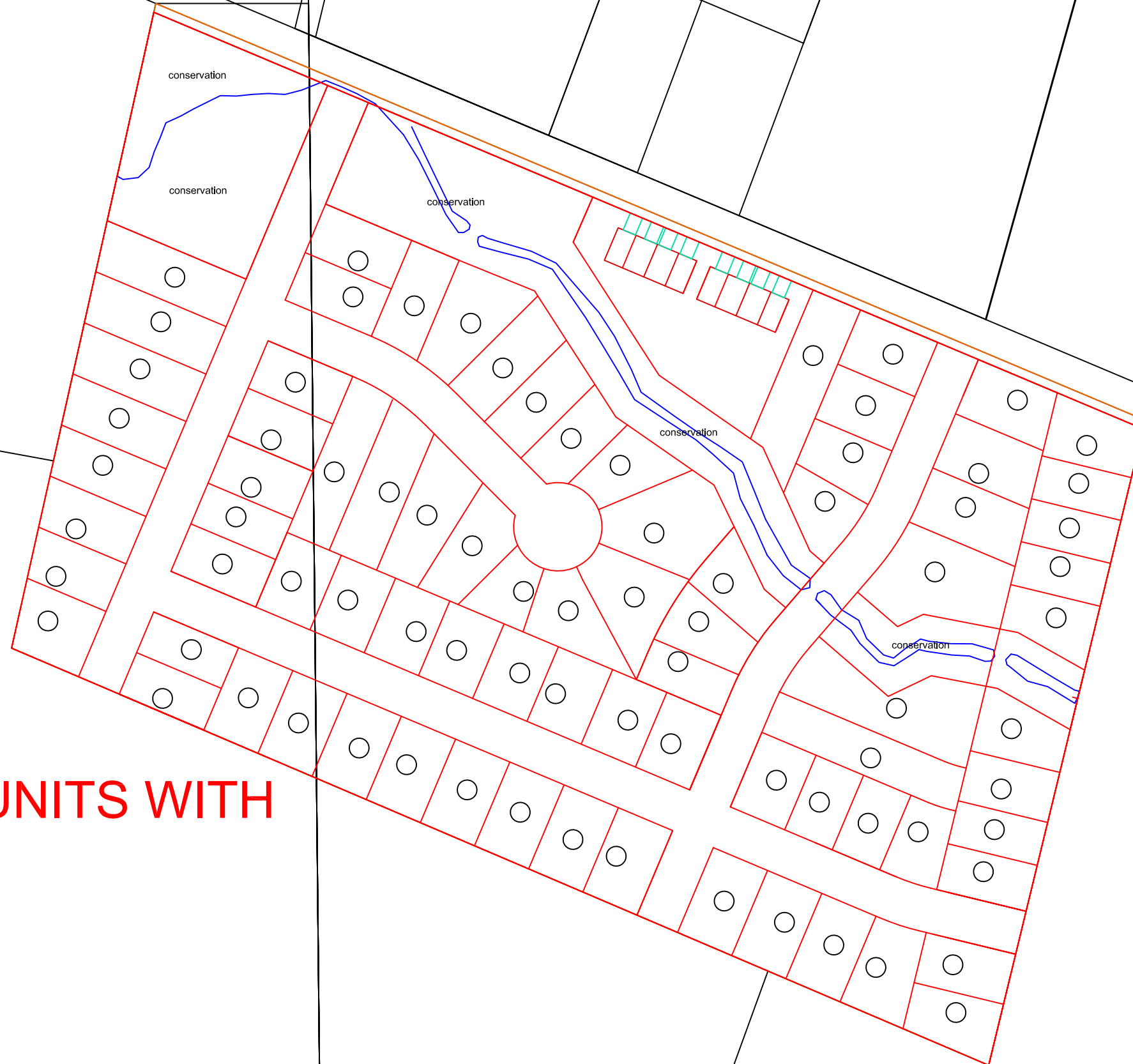


65 LOTS(66 LOTS BUT ONE
TO BE USED AS STORM POND)
8 TOWNHOME UNITS WITH
GARAGES

R1/3 ZONE
80' Width minimum
FRONT: 25
SIDE:8
CORNER:15
REAR:10

80 LOTS
8 TOWNHOME UNITS WITH
GARAGES

R1/3 ZONE
conservation subd
60' Width minimum
FRONT: 20
SIDE:5
CORNER:15
REAR:10



**PERRY CITY
ORDINANCE NO. 22-E**

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 R1/3 to R1 and/or the DO zone with a development agreement;

WHEREAS, after publication of the required notice the Planning Commission held its public hearing on April 7, 2022, 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 April 28, 2022;

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 to add the Development Overlay zone for the following parcel located at approximately 1200 W 2250 S: 03-157-0017. This zone change includes a Development Agreement to be recorded on the property authorizing a parks fee of \$1,000 per lot and unit in lieu of the open space that would typically be required with a Conservation Subdivision.

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 shall take effect immediately upon approval and posting.

PASSED AND ADOPTED by the City Council on this 28 day of April 2022.

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: _____

1 PERRY CITY WORK SESSION

2 PERRY CITY OFFICES

3 April 14, 2022

6:00 PM

4
5
6 OFFICIALS PRESENT: Mayor Kevin Jeppsen presided and conducted the meeting. Council
7 Member Nathan Tueller, Council Member Toby Wright, Council
8 Member Blake Ostler, Council Member Dave Walker and Council
9 Member Ashley Young.

10
11 CITY STAFF PRESENT: Shanna Johnson, City Recorder; Robert Barnhill, City Administrator;
12 Tyler Wagstaff, Public Works Director; Scott Hancey, Chief of Police;
13 Hyrum Anderson, Police Officer

14
15 OTHERS PRESENT: none

16
17 **ITEM 1: Welcome to Order and Welcome**

18 Mayor Jeppsen welcomed everyone and called the meeting to order. He said the intent this evening
19 is to present the tentative budget to the council, per the new Title 2, the report due the first meeting
20 of April. He noted that Chief of Police, Mr. Hancey and Public Works Director, Mr. Wagstaff will give
21 their presentation at the council meeting on April 28, to address the largest portions of their
22 department's budget. He mentioned that Ms. Johnson will send a copy of the PowerPoint
23 presentation to the council after this meeting. Then he asked if the council would first review the
24 tentative budget and if there are questions they will address them later.

25
26 **ITEM 2: Work Session Regarding Tentative Budget Report**

27 Ms. Johnson informed the new council members that usually the tentative budget meeting was done
28 in May but with the new Title 2 (adopted in the Perry City Municipal Code); it requires this step to
29 be done in April. She gave a budget timeline (as shown in slide 2) by stating the suggested date for a
30 public hearing regarding the budget is June 9 and the council has to pass a tax rate or proposed tax
31 rate changes before June 22. She explained they can go through the regular process and just accept
32 the certified tax rate. Alternatively, if a tax rate higher than the certified tax rate is approved the city
33 have to accept a provisional budget with the planned tax rate and move into a Truth and Taxation
34 situation. By state law, June 30, is the final day for approval of the budget unless the council elects
35 to go through Truth and Taxation, then it's due by August 30.

36
37 Ms. Johnson reviewed a PowerPoint presentation detailing the Fiscal Year 2022-2023 tentative
38 budget beginning with the General Fund (slides 3, 4, 5). She noted that the General Fund Revenue is
39 \$4,966,051, which includes maintaining our current property tax rate. She noted that the city's
40 policy over the last few years is to maintain our property taxes and this budget allows for a
41 conservative projected tax income increase of 13 percent. Next, she explained that for the past few
42 years our sales tax has been trending with an increase of about 16 percent however, in the report it
43 shows a conservative increase of 8 percent. She mentioned that because of the new city hall there
44 would be a new revenue source in the Property Income line item of the budget from the lease at the
45 building. Then she expressed to the council that this revenue will cover approximately half of the
46 new city hall bond payment.

47 Ms. Johnson reported that the general fund revenues exceeds expenses by \$8,339 and this amount
48 will be contributed to fund balance.

49
50 Council Member Ostler asked if the income from the rented property is from base rent or if it
51 includes the common area maintenance. Ms. Johnson answered that it was for base rent only.

52
53 She continued by reviewing a pie chart detailing revenue, explaining that taxes were the highest
54 contributor in the General Fund Revenue. Ms. Johnson quickly pointed out a few of the pie chart
55 categories.

56 Ms. Johnson continued the presentation with the breakdown of the \$4,966,051 General Fund
57 Expenses. She noted that the slides outline key factors or changes in the budget. She briefly
58 explained the expense key factors (slide 6) as follows: First is the proposed new city building which
59 will have a bond payment of \$243,000 however, it might be lower. Next shows a proposal of
60 \$134,648 for an additional police officer. This amount includes wages, benefits, equipment and a
61 fleet lease payment on a new police automobile. The budget also includes a \$149,249 in
62 compensation and benefit increases. The final key factor on this slide is capital projects that the city
63 will contribute \$91,000. There will be \$51,000 of the \$91,000 contribution pledged to the 1200 W
64 North project. This pledge is part of a match toward the \$2.8M grant that Perry was awarded. This
65 contribution will continue annually for the next five years. Ms. Johnson said there was a remaining
66 balance from the 1200 W South project that will be moved to this account for this 1200 W North
67 project. The total amount of the city's match is \$455,000. She said we plan to complete \$458,643 in
68 road projects, using Class C funds. We plan to use \$25,000 to convert all streetlights to LED, which
69 should pay for itself within three years through reduced power fees. Also, because of the recent
70 changes in the cost of gas the fuel budgets were increased by 57 percent across all department
71 budgets.

72 Council Member Walker asked if the budgeted \$40,000 parks equipment was for playground
73 equipment and maintenance. Ms. Johnson said it was for equipment and improvements for the
74 council to decide which project it should go to. She mentioned that this fund presently has \$200,000
75 and the budgeted amount will be added to this amount. Also, that they have access to the impact
76 fees throughout the year.

77 Chief of Police, Scott Hancey, added that the new officer will be a supervisor position. This position
78 will be filled after the approval of the budget and at the next budget year, or starting in July.

79
80 Council Member Ostler wanted to know more about the compensation and benefit increases. Ms.
81 Johnson explained that the budget includes the BRAG 7 compensation plan it focuses on market
82 increases using the Bear River market. It also includes performance increases, and a 7% cost of
83 living increase.

84
85 Ms. Johnson continued with a pie chart to show percentages and categories on the budgeted
86 General Fund Expenses (slide 7). She advised that 30 percent of the budget is allocated to the police
87 department, 25 percent to administration, 24 percent of the budget is for streets, and other smaller
88 percentages have been allocated to other departments (gun range, fire, animal control, etc.).
89

Council Member Ostler asked if the restricted 7 percent for ARPA Well Project was to be transferred from the general fund to the utility fund. Ms. Johnson said it will be listed restricted until the project begins and then it will be transferred to the utility fund. Mr. Ostler then confirmed it was a utility fund asset that will be expensed out of the utility account.

Ms. Johnson noted to the council that the area is having inflation equal to approximately 8 percent and this is reflected by the total proposed increase in the general fund expenses of \$369,953 or an 8.6 percent, which is similar to this inflation rate.

Council Member Ostler questioned if the proposed increase in the general fund expenses included using funds not used in the previous fiscal year. Ms. Johnson said that the city would use some of the Fiscal Year 2022 (FY22) fund balances to contribute to the down payment of the new city hall. However, in Fiscal Year 2023 (FY23) the city will not use any saved funds except for restricted funds. She noted that the general fund balance at the end of FY2022 (after making the down payment) is projected at 23 percent and is projected at 20 percent for FY2023. She stated that the city is only required to have 5 percent so we are sitting well.

Ms. Johnson advised that the council will need to consider the following before they approve this budget (slide 9).

- Revenues can change based on taxes
- Decision to Maintain Tax Rate vs. Certified Tax Rate (projected difference of \$100,210)
- Revenue can change based on Economy
 - Recession will equal less sales tax (The last recession highest annual loss was \$125,000)
 - Fuel Increases may also effect how much people spend
- Contract Changes can Impact Budget
- Bond Payment may change based on terms (these are reoccurring fees)
- Many of the key budget requests will be reoccurring if approved:
 - Bond Payment, New Employees, Wage Changes, Fleet Lease

Council Member Ostler confirmed the basis of the revenue for this budget was that we maintain the current property tax rate. Ms. Johnson agreed and stated she has projected a conservative estimated increase of 13 percent within this budget.

The next few slides (slides 10, 11, 12) show the operation portion of the utility fund. Ms. Johnson pointed out that they are focusing on operations and she will not be focusing on cash flow or non-operating expenses. She reviewed the four key factors or changes in utility revenue. She started with water rates and stated that when the council passed the water rate last year it included an automatic increase of 3 percent each year. Therefore, the public water bill will go up \$0.59 for a monthly base rate of \$20.09. She noted based on the trend from past years the budget includes an estimate of 34 new homes in FY2023, but we will probably have more. Next, she noted that the total revenues in the utility fund is \$45,266 short. This short fall has a lot to do with storm drain compliance and water costs. The city administration is recommending an increase to the storm water fee. Presently, the monthly storm water rate for each utility account is \$4.00 and to make up the utility fund short fall it will need to be raised by \$2.04. However, if we wanted the storm drain department to cover all of its expenses the rate will need to be raised by \$2.60. Ms. Johnson

explained the utility fund revenue consists of user fees for water, garbage, storm drain, interest, and a water connection fees.

Ms. Johnson reviewed the Utility Fund expenses of \$978,221 (slide 13). She explained that the budget includes an increase of \$36,000 for additional storm drain compliance measures needed based on our recent audit from the state. Council Member Tueller noted that when our population exceeded 5000 we had to meet additional storm drain maintenance requirements. Another \$18,000 increase to the budget came with the recently passed garbage contract and she said that the budget includes compensation and benefits increases of \$38,560.

She then mentioned a couple of non-operational capital projects, which are not included in the operations budget but pulls from available cash and applicable impact fees. Ms. Johnson detailed the projects which include \$200,000 to begin the Well #5 project (which ARPA funds will cover) and \$400,453 has been budgeted for the 2700 S waterline project. She said another thing to remember is if the capital projects scheduled to be completed in Fiscal Year 2022 are not done before June 30, these amounts will move to the FY2023 budget.

Ms. Johnson said that there is a total proposed increase to the Utility Fund expenses of \$61,591 or 6 percent (slide 14). She said we will need to have a public hearing for the storm drain rate increase and it should be done prior to July 1.

Ms. Johnson said the council will need to consider the following before they approve the Utility Fund budget (slide 15).

- Automatic rate increases have been set for water and will correct losses over time
- We recommend a rate increase in storm drain:
 - Of either \$2.04 to balance fund or;
 - \$2.60 to break even with costs
 - Current rate is \$4.00

Ms. Johnson continued the presentation by reporting on the projected sewer fund revenue (slide 16, 17, 18). She stated the sewer fund revenue is able to include impact fees as they are encumbered to the wastewater treatment plant. The budget shows that the city should receive \$1,388,607 in revenue. She noted that our sewer revenue bond requirement states we need a debt coverage ratio of 125 percent and we are at 134 percent therefore there is no need for a rate increase in Fiscal Year 2023. Revenue includes a projection of from the 34 new homes. She also noted that revenues are \$100,984 higher than planned expenses, which will be added to available cash and can be used on future needed repairs or improvements. Ms. Johnson commented that the majority of the sewer revenue comes from sewer sales, then impact fees, and the city receives a reimbursement from Willard for their portion of the operation and maintenance expenses at the wastewater treatment plant (WWTP). She explained this amount is projected to be \$176,648.

Next, they reviewed the projected \$1,287,623 sewer fund expenses (slide 19). Ms. Johnson explained key factors or changes to the budget including a new side-by-side vehicle and a lease purchase of a new truck. The cost of the side by side is \$18,000 but will have a \$9,000 split between sewer and parks. She stated their plan is to sale two of the city trucks, which will pay for the side-by-side and one year's lease on the new city truck. In addition, the WWTP Equipment proposal is

increased by \$40k and the budget includes compensation and benefit increases totaling \$28,036. This brings the total proposed increase to \$95,332 or about an 8 percent change.

Ms. Johnson reviewed a slide that showed a copy of the FY23 Project/Increase Worksheet (slide 21). Ms. Johnson recommend the council start with this sheet, review it, and then work through the budget before they make their final budget decisions. She then talked about a few line items on this worksheet and about possible upcoming changes to the budget.

The final slide (slide 22) highlighted other sections of the State Budget Form and information as follows:

- Debt Service Fund – Being Moved to RDA Budget (Pointe Perry CDA)
 - FY22: \$300,000 will be transferred to General Fund for City Hall down payment with balance of fund balance being transferred to the RDA
- Capital Projects:
 - City Hall – FY22 will show activity in regards to paying the down payment on the New City Hall. FY23 has no activity.
 - 1200 West South – Closing out in FY2022, remaining cash will move to 1200 W North
 - 1200 West North –
 - FY2022 includes funds for our portion of trail going north to Walmart.
 - FY2023 Expends our match for the construction of the 1200 W North Trail
 - FY2023 shows a new contribution from 1200 W South fund balance and a transfer from General Fund of \$50,706 1/5 of our remaining match on a \$2.8M Grant
 - Parks Equipment – FY2023 has a contribution of \$40k making \$240k available for equipment
- Fleet Lease Fund – Holds all fleet lease and depreciation

In closing, Ms. Johnson noted that in the next meet the council will be presented with a resolution to amend the budget to do a little cleanup. For example, showing fixes with the mass transit, grant money, ARPA funds, transfers of funds for the city hall down payment, and other line items.

Council Member Walker made a comment that the budget of \$40,000 is not enough for parks. He believes it should be around \$200,000. Ms. Johnson said that the budget had more last year but this year the focus is on the new city hall and in different year's budget it might increase. City Administrator Barnhill noted that there are options from other fund sources that may allow improvements to parks and trails. Council Member Walker suggested maybe using more of the city's fund balance for parks.

Ms. Johnson said for the council to keep in mind that fund balance does not always equate to cash but also includes assets. Because of this she said she's spoke to the city accountant to get a comfortable down payment amount for new city hall. City Administrator Barnhill requested to have this type of calculation or formula available for the council to use as they are making their decision to approve the budget.

Council Member Young asked if the city needs to put a park at the Point Perry area. This was discussed and it was decided that they do not unless the developer's elect do some type of open space area.

Since there was a few available minutes City Administrator Barnhill gave an update on the UDOT meeting they attended. He said that Perry received part of a grant from UDOT for the middle section of Historic Orchard Pathway. He explained that they will provide approximately \$800,000 as long as Perry provides a 20 percent match of \$200,000 for the trail. Council Member Walker added that the city can add employee workers time while working on the plans and the right-a-way the city has inquired along with other cost to go towards the \$200,000 match. Ms. Johnson pointed out that the city has contracted with a lawn-care company to mow the parks this summer which will free up some of the Public Works time to focus on this and other such projects.

Council Member Walker also mentioned that in the meeting with UDOT they discussed creating a Corridor Agreement between UDOT and the city for Highway 89. This agreement would plan out the future of Highway 89 and how it might meet the needs of both UDOT and Perry. The Corridor Agreement would have a high level of detail about improvements on the highway and will help with getting grants in the future. This planning is just in the beginning stages and Perry will need to come up with ideas on their portion of the highway.

Council Member Wright asked for explanation of the \$2.2 million that is going to city hall. Ms. Johnson said that \$1 million is going for the down payment, \$1.2 million in renovations. Then the city will bond for \$2.8 million, but the bond terms are yet to be decided. She proceeded to further explain the city's payment plan for the bond agreement.

ADJOURNMENT

Mayor Jeppsen closed the work session.

The meeting adjourned at 6:57 p.m.

Shanna Johnson, City Recorder

Kevin Jeppsen, Mayor

Anita Nicholas, Deputy Recorder

PERRY CITY COUNCIL MEETING
PERRY CITY OFFICES
April 14, 2022

7:00 PM

OFFICIALS PRESENT: Mayor Kevin Jeppsen presided and conducted the meeting. Council Member Nathan Tueller, Council Member Toby Wright, Council Member Blake Ostler, Council Member Dave Walker and Council Member Ashley Young.

OFFICIALS ABSENT: None

CITY STAFF PRESENT: Robert Barnhill, City Administrator
Shanna Johnson, City Recorder
William Morris, City Attorney
Scott Hancey, Chief of Police
Hyrum Anderson, Police Officer
Tyler Wagstaff, Public Works Director
Anita Nicholas, Deputy Recorder

OTHERS PRESENT: Richard Burns, Bob Thurgood, Michael Sumko, Jennifer Dinsdale, Melanie Barnhill, Nelson Phillips, Tolman Walker, BJ (last name unknown), iPhone (unknown), Esther Montgomery, Jeff Dinsdale, Jan Kerr, Julie Jones, Jason Burningham (LYRB), Brandon Johnson (Bond Counsel)

ITEM 1: CALL TO ORDER

Mayor Jeppsen called the City Council meeting to order.

ITEM 2: PROCEDURAL ISSUES

A. Conflict of Interest Declaration

None

B. Appointment(s)

• Planning Commission

Mayor Jeppsen presented to the council the appointments of the following three applicants for the Planning Commission: Blake Broadhead, Beth Thompson, and Ryan Vaughn. He asked the council if they had any questions for these applicants or if the applicants were in attendance and wanted to speak.

Council Member Wright asked if this will fill the seven seats in the Planning Commission. Mayor Jeppsen noted that there are a couple of the Planning Commission members that are near their two-year service time, but for the time being this will fill the seats.

MOTION: Council Member Wright made a motion to approve the appointments as presented. Council Member Walker seconded the motion.

ROLL CALL: Council Member Wright, Yes
Council Member Tueller, Yes
Council Member Ostler, Yes
Council Member Walker, Yes
Council Member Young, Yes

52
53 **Motion Approved. 5 Yes, 0 No.**
54

55 **ITEM 3: PRESENTATION**

56 **A. Issuance of Sales Tax Revenue Bonds for New City Hall**

57 Mayor Jeppsen shared some recent statistical research he did about Perry City. He said the city
58 population from the 1990 census was 1,250 and the 2020 census showed 5,250. He also, shared
59 that the current city hall building was put into service in 1982 and was remodeled in 1993. This
60 remodel included converting the bay garage into the current front offices. However, he wasn't sure
61 if the upstairs was done at this time. He presented this information to show how Perry City has
62 grown. With that statistical information in mind, he went into discussing how this city hall has a
63 number of issues that have been identified and are not easily corrected.
64

65 Mayor Jeppsen said the city is considering having a justice court again and the current city hall
66 building will not be conducive to this operation. He said that the city is losing a considerable
67 amount of revenue by using the county for the city's Justice Court. He noted that we could double
68 our fines and forfeitures if we could get the Justice Court back in Perry City. For example, a couple
69 of years ago we received approximately \$90k and now we are around \$30k annual revenue. He
70 reiterated a report from a couple of weeks ago given by our prosecutor that said the total revenue
71 was \$126k from the Justice Court of which we only received \$30k because they manage the
72 operations of our court. In order to house all of the city operations the current city hall building
73 would need to be enlarged and include extra security features. However, if the proposal for the
74 new city hall building, at The Lodge, gets approved then the current city hall would fit and be
75 utilized by the Public Works, First Responders, and possibly Justice Court services.
76

77 Mayor Jeppsen said that in 2019, the council and administration started perusing a new city office
78 building. They started by looking at local available properties and then they hired a consultant and
79 an engineer firm to put together some plans. Next, they toured facilities of other cities that were
80 close in size to Perry to get examples and ideas for a new city hall. The cost to build a new building
81 to house the administration and police department; in addition, fit the growth and needs of the city
82 was around \$9 million. However, this amount didn't include the cost of the property. After
83 reviewing this information the search for a new city hall continued until recently when, The Lodge,
84 property became a feasible option for consideration. The Lodge has been degrading over the years
85 except for the remodeled and managed leased area. Mayor Jeppsen said this leased area which is
86 approximately 50 percent of the ground level of the building is an advantage to the city. He pointed
87 out that the rent for the leased part would be about half of the city's bond payment and it would
88 offset the cost to the city. He mentioned that the current leasee has the option to renew the lease
89 for the next ten years and they have expressed that they intend to finish the ten years.
90

91 He continued by saying that for the past several weeks the city engineers have been evaluating
92 what it would take to remodel, The Lodge, building to make it useable for city administrations. He
93 has also secured service agreements with Lewis, Young, Robertson, and Burningham for our
94 financial consultants along with Brandon Johnson as the Bond Counsel. They will help us to see
95 what it will cost and the best funding avenues for the city. The Mayor, city administrator and
96 council have all reviewed everything suggested and the sales tax revenue bond appears to be the
97 most appropriate for the situation. There will be more information about this going forth.
98

99 Mayor Jeppsen then proceeded to review the rules for the public hearing (printed on the meeting
100 agenda) and highlighted that it's not a question and answer session. He reiterated that they want
101 to hear the public opinions and concerns. However, if anyone needs to discuss their issue in more
102 detail or to receive some type of closer they may make an appointment with City Administrator,
103 Bob Barnhill.
104

105 **B. Fiscal Year 2022-2023 Tentative Budget**

106 Ms. Johnson said that per Title 2 of the Perry City Municipal Code they are presenting the tentative
107 budget to the council. She gave a PowerPoint presentation with the following overview for the
108 Fiscal Year 2022-2023 Tentative Budget.

109 **Planned Expenses by Fund**

110 **Operations:**

- 111 • General Fund - \$4,966,051
- 112 • Utility Fund - \$978,221
- 113 • Sewer Fund - \$1,287,623
- 114 • Increase = 8.4% (from last year)

115 **Non Operations:**

- 116 • Water Capital Projects - \$600,453

117 **Other Funds included in Tentative Budget:**

- 118 • Debt Service Fund moving to RDA Budget
- 119 • Fleet Lease Fund
- 120 • Capital Projects Funds
 - 121 ○ City Building
 - 122 ○ 1200 West (North & South)
 - 123 ○ Parks Equipment

124 Copies of the Tentative Budget are available at City Hall or online at www.perrycity.org/finance

125 Ms. Johnson noted that the Tentative Budget is subject to change up to final approval.

126
127 After reviewing the budget overview Ms. Johnson said you can request a paper copy of the budget
128 through the city offices or they're available here at the meeting as well. She also mentioned that
129 she would be available, if needed, to answer any questions on the tentative budget.

130
131 **ITEM 4: Public Hearing (No Vote Needed)**

132
133 Opened public hearing 7:13 pm

134
135 **A. Public Hearing Regarding the Issuance of Sales Tax Revenue Bonds**

136 Mike Sumko began the public comment by expressing that he is concerned with how this will
137 impact our current property tax. He mentioned his son is moving here from Pleasant View and
138 he said the taxes in Perry are almost twice as high as there. Mr. Sumko said we obviously need
139 the new building but he is concerned on how it will affect the taxes in the long term.

140
141 Richard Burns said he came to the meeting to get answer to his many questions. For example, he
142 wants backup reports that shows what the Mayor, City Administrator, and City Council have
143 done on this project and documentation showing that building a new facility was projected to
144 cost over \$8 million. He doesn't understand, in relation to the population growth, the need for
145 such a large building compared to the current city office building. He asked what the cost will be
146 to remodel the proposed new town hall compared to building a new facility. Next, he mentioned
147 that he sees that a \$100k is budgeted every year for the shooting range and it serves only
148 handful of people. He then said that he sees that the city plans to purchase four acres along with
149 the new city building and wants to know how long into the future the proposed city hall will last
150 and the long-range plan. He commented about a presumed property tax loss of \$22,800 that the
151 city will no longer get if they purchase the Lodge and the possibility of other businesses also
152 moving because they don't want to be located next to the city offices. He continued by saying the
153 city only has hearsay of how long the present lease tenant in, The Lodge, will stay. Next, he said
154 that he thinks the property will look good and is exciting that the city is doing this but he feels
155 there needs to be more answers. His final comment was why it wouldn't be put on a ballot to get
156 a vote of approval and endorsement from the people.

157
158 Mayor Jeppsen commented that we have an estimated cost of \$1.5 million to bring back the
159 condition of the building and a remodel. He next addressed the gun range concerns by stating
160 that most of the money going into that budget are grant dollars that we were receiving, with a
161 small amount of matching dollars. And that we have to show it in the budget as cash. He noted
162 that the actual cost to operate the gun range is approximately \$30k and that the revenue
163 generated at the range covers this. The gun range has two part-time employees and several
164 volunteer workers. He reminded the public that they may make appointments with the City
165 Administrator to discuss their concerns.
166

167 Online - Jeff Dinsdale questioned the amount the city is seeking to bond. He stated that he
168 searched all of the documentation and couldn't find the amount listed. He next asked what the
169 benefit of a new city building is to the residents compared to repairing roads and updating the
170 water systems. He commented that per his calculations it will cost \$10k in debt per citizen for
171 the purchase of this new city hall.
172

173 At this point, Mayor Jeppsen wanted to intervene and explain that this building will also be an
174 amenity to the city because we'll be able to rent out the top part of it for family gatherings. He
175 further explained that they're working on a remodel design to accommodate these functions.
176

177 Council Member Wright said he received a forwarded e-mail with comments from Council
178 Member Ostler and asked if this should be shared. Council Member Ostler noted that he did not
179 know if this was intended to be shared in the public hearing. Ms. Johnson advised that comments
180 received directly to the council already meet the purpose of us sharing comments in the public
181 hearing. Public comments are to be heard by the council as they are making the decisions for
182 their constituents. She also noted that the bond documents are available on-line and they do
183 state the maximum amount, terms and interest rates for the bonds. This information is available
184 on the city website under the icon "What's New".
185

186 Mayor Jeppsen mentioned that the majority comments received at the city offices have been
187 positive. Ms. Johnson said that a lot of people have expressed their excitement to have a building
188 in the community that they can be proud of. In addition, to have an area that they can use for
189 family events.
190

191 Council Member David Walker said he's received ten positive and two negative comments about
192 the city getting this new city hall property. The two negative comments were more concerns
193 about the details of this transaction. There also were some comments about IT concerns and
194 desires for the city to improve things around the area, specifically the parks.
195

196 Online - Julie Jones asked for the bond amounts for public hearing. She stated that she is for the
197 building; she is also for fierce public transparency. She wanted to know if there will be an
198 exterior update for the current city building.
199

200 Mayor Jeppsen responded that the intent is for the current city office building to be brought up
201 to a higher standard. The plan is to have it house the Public Works Department and possibility
202 the Court. Council Member Tueller pointed out that the bond information is on the city website.
203

204 Bob Thurgood said that he is in favor of this idea and feels it is a wise decision. He has full
205 confidence in the mayor and city council with what they are planning and there isn't a need for
206 this to be put on a ballot. He noted that the public elected them to represent them on a ballot and
207 their decisions he supports. He did mention that a public hearing is a good thing. He feels that
208 Mike Sumko had a good question regarding taxes. Mr. Thurgood noted that as he understood it
209 the city would be using sales tax revenue to pay for the bond.
210

Mayor Jeppsen stated that sale tax was to be used as collateral for the bond. Ms. Johnson explained that the current lessee in the building is schedule to pay rent of \$119k per year and for many years the city has been making \$120k payment to a special improvement district bond that was retired last year. She said that both of these sources would be used to make the bond payment. Therefore, the city isn't planning to use sale tax or to raise taxes for this purpose. It was brought up that the city collects approximately \$1.2 million in sale tax revenue annually.

Online – Jennifer Dinsdale commented that the old city building should be sold so the city doesn't have to maintain two buildings.

Online – Jan Kerr commented that she is happy about the new building and hopes there will be space to add a library.

Online – Julie Jones again commented that it looks like the public bond amount will not exceed \$3.2 Million and thanked the city administration for providing the information on where to find the amounts on-line for her to review.

Mike Sumko then asked about the large equipment currently in the lodge. Mayor Jeppsen said that he has been in contact with Maddox and they are ecstatic about having the city as their neighbor. Maddox owns the equipment and he discussed an option for the city to purchase it, but it was decided that the equipment was too extravagant for the city's needs. This equipment will need to be removed by the tentative May 10, closing date. Mayor Jeppsen noted that the city did get a building inspection and all the repairs needed are updates (carpet, wood reconditioning, etc.) and that there was not any structural concerns.

Nathan Tueller commented as a citizen that he is excited (about the move of city hall) and never fearful of the comments he receives (from the public). He wanted to share that a lot of work has gone into this and that the staff and council hasn't rushed into any decisions. He mentioned that even six years ago the council was talking about a new city office building. He then said that he's open for anyone to talk to him about it. He loves this city and is happy about the direction it is going.

The city financial advisor, Jason Buringham, gave an update that they have received bids on the financing for the bonds. They are tabulating the bids now and will soon get them to the staff and council for their review. He stated that they were happy that it was so well received and that we have good options to look at.

The city's bond counsel, Brandon Johnson, confirmed that by providing copies of the resolution to the public and receiving the public comments with this public hearing that Perry City has done everything according to law.

Mayor Jeppsen closed the public hearing at 7:41 pm

ITEM 5: ACTION ITEMS (Roll Call Vote)

A. Motion Acknowledging Receipt of the Fiscal Year 2022-2023 Tentative Budget

Mayor Jeppsen said the council received the budget information in the work session prior to this meeting and a summary in this meeting.

MOTION: Council Member Tueller made a motion the Acknowledgment Receipt of the Fiscal Year 2022-2023 Tentative Budget that it's been received. Council Member Wright seconded the motion.

ROLL CALL: Council Member Wright, Yes

Council Member Tueller, Yes
Council Member Ostler, Yes
Council Member Walker, Yes
Council Member Young, Yes

Motion Approved. 5 Yes, 0 No.

ITEM 6: MINUTES & COUNCIL/MAYOR REPORTS (INCLUDING COUNCIL ASSIGNMENTS)

A. Approval of Consent Items

- March 10, 2022 City Council Meeting Minutes
- March 24, 2022 City Council Meeting Minutes

MOTION: Council Member Walker made a motion to approve the consent items of the March 10 and March 24 meeting minutes. Council Member Tueller seconded the motion.

Motion Approved. All Council Members were in favor.

B. Mayor's Reports

Mayor Jepps said he recently met with the Mayors Association and this year there were two incumbent mayors and they elected a whole new staff. They are responsible along with the county commissioners for the corridor acquisition funding we receive from the state. He said we work a lot with them but he expects things to change. He also reported that they are spending a considerable amount of time with the city engineer to see what needs to be done on the (new city hall) building.

C. Council Reports

Council Member Young reminded everyone about the Easter Egg Hunt on Saturday and asked if someone would be interested in being the Easter bunny.

Council Member Walker summarized from a previous meeting that the mayor and he met with UDOT about Highway 89 and discussed creating a Corridor Agreement between them and the city. This agreement would plan out the future of Highway 89 and how it might meet the needs of both UDOT and Perry. In particular, having safe crossings of the highway. He wanted to mention May 21, is the Perry Service Day (park clean up) and we need a lot of community help.

Council Member Ostler, Wright and Tueller all said they had nothing to report.

D. Staff Comments

City Administrator Barnhill said he would follow up on the UDOT funding for the middle section of Historic Orchard Pathway along 1200 W. He pointed out that we received a grant of \$800k, which requires a 20% city match of \$200k for the trail.

E. Planning Commission Report

None.

ITEM 7: EXECUTIVE SESSION

None.

ITEM 7: ADJOURNMENT

314 **MOTION:** Council Member Walker proposed to adjourn the meeting.

315

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

317 The meeting adjourned at 7:49 p.m.

318

319

Shanna Johnson, City Recorder

Kevin Jeppsen, Mayor

321

322

323

Anita Nicholas, Deputy Recorder

324

325

DRAFT