

**Thursday, December 8, 2022**  
**PERRY CITY COUNCIL MEETING AGENDA**  
**This is an “Electronic Meeting” Web/Teleconferencing will be used to participate**  
**Go to [www.perrycity.org](http://www.perrycity.org) for meeting access instructions**

The Perry City Council will hold an electronic meeting at 3005 South 1200 West in Perry and via web/teleconference on the Thursday identified above, starting at approximately 7:00 PM. Members of the public may attend the meeting in person or 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.** Appointments
    - Wastewater Treatment Board Member
    - Approval of Planning Commission Chair & Vice Chair
    - First Responders – Chief & Officers
    - Mosquito Abatement
- 3. Action Items (Roll Call Vote)**
  - A.** Approval of Conservation Subdivision for West Meadow Estates
  - B.** Resolution 2022-20 Adopting a Moderate Income Housing Report
  - C.** Resolution 2022-21 Entering into an Interlocal Agreement for Celebrite Services
  - D.** Resolution 2022-22 Amending City Paid Holidays in the Personnel Policy
  - E.** Resolution 2022-23 Authorizing an Agreement with TextMyGov for Text Messaging Services
  - F.** Resolution 2022-24 Appointing civiclinQ to Provide Codification and Revision Services for the Perry Municipal Code
- 4. Discussion Items:**
  - A.** Annual Holiday Dinner Reminder
  - B.** City Council Retreat
- 5. Minutes & Council/Mayor Reports (Including Council Assignments)**

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

  - A.** Approval of Consent Items
    - October 27, 2022 City Council Meeting Minutes
    - November 10, 2022 City Council Meeting Minutes
    - 2023 Perry City Meeting Schedule
    - 2022 Fraud Risk Assessment
    - Impact Fee Plan for Fiscal Years 2023-2027
  - B.** Mayor’s Report
  - C.** Council Reports
  - D.** Staff Comments
  - E.** Planning Commission Report
- 6. Executive Session (if needed)**
  - A.** Discussion of the purchase, exchange, lease, or sale of real property, when public discussion would disclose the value of the property or prevent the authority from completing the transaction of the best possible terms.
  - B.** Strategy session to discuss the character, professional competence, or physical or mental health of an individual.
  - C.** Strategy session to discuss collective bargaining.
  - D.** Strategy session regarding pending, or reasonably imminent litigation.

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

**7. Approx. 9:00 PM - Adjournment**

**Certificate of Posting**

The undersigned duly appointed official hereby certifies that a copy of the foregoing agenda was sent to each member of the City Council and was posted in three locations: the Perry City Offices, Centennial Park, Perry City Park; and was emailed to the Ogden Standard-Examiner, Box Elder News Journal; and posted on the State Public Meeting Notice Website on this 2<sup>nd</sup> day of December, 2022. Any individual requiring auxiliary services should contact the City Offices at least 3 days in advance at (435-723-6461).

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Shanna S. Johnson, City Recorder

Box Elder Mosquito Abatement District  
115 SOUTH 1050 WEST  
BRIGHAM CITY, UTAH 84302  
(435) 723-3700

November 28, 2022

Perry City Council  
3005 S 1200 W  
Perry, Utah 84302

Dear Council Members:

This letter is to inform you that Cory Bennion's term as a member of the Board of Trustees of the Box Elder Mosquito Abatement is coming to an end on December 31, 2022.

We have appreciated the fine work Cory has done on the Board of Trustees. He has proven to be an outstanding member of the Board since 2002. In addition, his diligent work, sound guidance and expertise have proven invaluable to the ongoing success and efficiency of the Mosquito Abatement District. Plus, he is the only one willing to be the 'approver' for ACH transactions.

With Cory's term expiring, it becomes expedient that Perry City Council provide the Abatement District with a someone to fill the vacancy as commencing on January 1<sup>st</sup>, 2023 and extending through the calendar year 2026. (see State code 17B-1-304(4)).

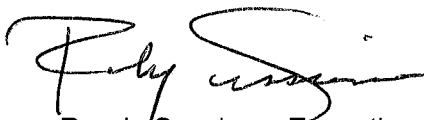
The Council has three options to fill this vacancy: 1) re-appoint Cory Bennion for another 4-year term (preferred option); 2) appoint a qualified Perry City citizen as per the requirements outline in State Code 17B-1-304; or 3) appoint an elected official from Perry City. Cory will continue to serve as per statute until a successor is appointed or he is re-appointed.

The Board of Trustee's generally meets six times per year on the first Tuesday of February, April, June, August, October, and December at 7pm. Should this schedule conflict with any candidate's schedule we simply ask that you appoint someone who can attend under normal circumstances.

Please contact me, should you have questions as per the above request.

A letter of affirmation of the Perry City Council's appointment to the Board of the Box Elder Mosquito Abatement will be gratefully appreciated.

Respectfully,



Randy Sessions, Executive Director  
Box Elder Mosquito Abatement District

# Staff Report

December 8, 2022

WORK SESSION



**Preliminary Subdivision – West Meadows Estates, Brinton Neff** - located at 2250 S 1200 W

## Planning Commission Recommendation

The applicant has submitted their Preliminary Subdivision application and is pursuing a Conservation Subdivision, which requires the approval of City Council. Planning Commission has reviewed this item several times and held a work session with City Council. Planning Commission recommends approval of the Preliminary Subdivision with the following stipulations regarding the Conservation Subdivision requirements

- Waiver of the requirement to set aside constrained and Sensitive Lands as well as Conservation Land.
- The developer shall provide \$200,000 to Perry City for improvements at the Dale Young Nature Park as comparable compensation to the waiver of open space preservation requirements.
- The \$200,000 payment shall be divided into four installments to be correlated with the proposed four phases of development. Each payment shall be provided prior to Conditional Acceptance of the phase and prior to recording the plat for the subsequent phase.

## Summary

The property is approximately 29 acres and is zoned R1/3. The submitted plans propose 87 single family lots and 8 townhome units as allowed by our density map. The number of single family lots is based on meeting the Conservation Subdivision requirements before waiving the open space requirements. The smallest lot is 9,377 sf.

The road network includes one stub to the west and two stubs to the south. One issue with the road network is that 2300 S is too close to the intersection with 1200 W and 2250 S. Staff and our engineer recommend removing this intersection and connecting 2300 S to 2350 S where the townhomes are shown. In our previous meeting with Planning Commission we failed to include this in the motion as the Commission focused on the Conservation Subdivision requirements and monetary compensation. Staff recommends discussing and addressing this issue.

## Code Compliance

Staff has reviewed the proposal and finds the level of detail generally adequate for a preliminary application other than some concerns with the conservation subdivision requirements and preliminary compliance with our architectural design standards. The applicant should note that the final landscape plan will need to be created by a landscape architect. Some changes from the submitted plan will be needed including street trees, smaller lawn areas, and plant sizes.

**PERRY CITY  
RESOLUTION 2022-20**

**MODERATE INCOME HOUSING REPORT**

**A RESOLUTION OF PERRY CITY, UTAH, ADOPTING THE ANNUAL  
MODERATE INCOME HOUSING REPORT.**

**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* §10-9a-408 requires the City to submit an annual “Moderate Income Housing Report” (hereafter “Report”) to the Housing and Community Development Division within the Department of Workforce Services;

**WHEREAS**, the City has prepared and submitted its annual Report and now desires to adopt the same by this Resolution;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Perry City, Utah, that the Report attached in Exhibit “A” incorporated herein by this reference is hereby adopted. The Mayor or City Administrator is hereby authorized to execute any documents related to the Report. This Resolution is effective immediately upon passage and approval.

PASSED AND ADOPTED by the City Council on this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
KEVIN JEPPSEN, Mayor

ATTEST:

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

## **EXHIBIT A**

In conformance with *Utah Code Annotated* §10-9a-408 Perry City adopts the following strategies and implementations:

### **B - Demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate income housing;**

In 2022 Perry City upsized three water lines to increase development potential in the southern areas of the city. These projects included the following:

1. Hwy 89 water main from 2700 S to 3000 S.
2. 3000 S water main from Hwy 89 to 1200 W.
3. 1200 W water main from 3000 S to 3200 S.

The water main upgrades provide greater capacity for development in these areas, which includes multiple developments with moderate income housing components.

Perry City is working towards drilling a new water well (Nielson Well) and storage tanks to accommodate additional growth, including multi-family housing to accommodate moderate income housing needs. The current timeline for completion of the well is 2026.

### **E - Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones**

In 2020 Perry City adopted new code language allowing for internal and detached accessory dwelling units in all residential zones and for all existing single family residences regardless of zoning. We have marketed this option via social media and our city newsletter.

Perry City will continue to promote ADU's in our community. We will also track the number of ADU applications on an annual basis.

### **G - Amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors;**

The Utah Transit Authority has planned the future FrontRunner corridor to come through the west side of Perry with a station on the north end of the city. All property within Perry will be within 2 miles of this corridor. Beginning in 2020 Perry City has made a series of code amendments to allow additional density and affordable housing throughout the city. The most affordable housing units were allotted along our transit corridors including and additional 240 apartments near the proposed FrontRunner station.

In addition to the steps that have been taken, Perry City will reevaluate property south of the FrontRunner station for additional density once the necessary infrastructure is available to the properties. Such evaluations and improvements will depend significantly on proposed developments on adjacent properties in Brigham City.

Perry City will continue to promote the development options in this area and will annually track development applications in these areas and the progress of adjacent projects in Brigham City.

**PERRY CITY  
RESOLUTION 2022-21**

**INTERLOCAL AGREEMENT FOR CELLEBRITE SERVICES**

**A RESOLUTION OF PERRY CITY, UTAH, ENTERING AN  
INTERLOCAL AGREEMENT BETWEEN PERRY CITY AND VARIOUS  
PARTICIPATING AGENCIES IN BOX ELDER COUNTY FOR  
CELLEBRITE SERVICES**

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

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

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

**WHEREAS**, City is desirous of entering the attached Interlocal Agreement in Exhibit “A” incorporated herein by this reference for the services as outlined;

**WHEREAS**, City and Participating Agencies have negotiated this Interlocal Agreement for the purposes contained therein;

**WHEREAS**, City and Participating Agencies all receive mutual benefit from participating in this Interlocal Cooperation Agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Perry City, Utah, that the Interlocal Agreement (“Agreement”) 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 Police Chief to execute said Agreement along with any documents relating thereto for and on behalf of the City.

PASSED AND APPROVED by the Perry City Council this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

**INTERLOCAL AGREEMENT  
FOR  
PURCHASE OF CELLEBRITE SOFTWARE**

This INTERLOCAL AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act found in Title 11, Chapter 13 of the Utah Code, by and between the BOX ELDER COUNTY ATTORNEY'S OFFICE, BRIGHAM CITY POLICE DEPARTMENT, BOX ELDER COUNTY SHERIFF'S OFFICE, BOX ELDER NARCOTICS STRIKE FORCE, WILLARD POLICE DEPARTMENT, BOX ELDER SCHOOL DISTRICT, and TREMONTON/GARLAND POLICE DEPARTMENT, PERRY CITY POLICE DEPARTMENT (hereinafter referred to as "Participating Entities").

RECITALS

WHEREAS, the Participating Entities are each involved in investigations and criminal prosecutions involving data, photographs and other evidence of potential criminal conduct which is located on cellular telephones and other electronic devices; and

WHEREAS, the prevalent and wide spread use of cellular telephones, electronic devices and social media has dramatically increased the value and amount of evidence available to benefit and enhance the investigation and prosecution of criminal conduct; and

WHEREAS, extracting data, photographs and other evidence from cellular telephones and other electronic devices can be very difficult, if not impossible, without the use of software created and designed exclusively by Cellebrite; and

WHEREAS, currently, the only access which the Participating Entities have to utilize Cellebrite software for the purpose of extracting evidence from cellular telephones and other electronic devices, is through other agencies which are located outside of Box Elder County;

WHEREAS, when utilizing the Cellebrite software of other out-of-county agencies, the Participating Entities are required to travel long distances, are at the mercy of the out-of-county agencies, are not given any priority, and are required to wait several months to have evidence extracted, even though such extracted evidence is critical to ongoing and pending investigations which often cannot proceed or be completed until after the extracted evidence is obtained; and

WHEREAS, in order to improve investigations and prosecutions, avoid lengthy delays, and bring swifter and more timely justice to both criminal suspects and their victims, the Participating Entities have agreed that they should work cooperatively together and jointly purchase Cellebrite software which can be located and maintained within Box Elder County and give priority to the Participating Entities and agencies located in Box Elder County; and

WHEREAS, the Participating Entities do each acknowledge and agree that by cooperating with each other and participating in the purchase of Cellebrite software, they will each obtain significant benefits which they otherwise would not be able to obtain; and

WHEREAS, the Participating Entities are desirous of reducing their agreement to writing in order to clarify and specify how the Cellebrite software will be purchased, utilized and maintained by them;

NOW THEREFORE, based upon the above recitals and the consideration set forth therein, the Participating Entities do hereby agree as follows:

1. Initial Purchase of Cellebrite Software and Amounts to be contributed by Participating Entities. Participating Entities shall purchase the Premium Cellebrite software package which includes the ability to brute force crack (unlock) up to 35 devices (hereinafter referred to as “the Software”) to be utilized and maintained by the Participating Entities pursuant to this Agreement. Accordingly, to facilitate this purchase, the Box Elder County Attorney’s Office shall purchase the Software and the Participating Entities shall each contribute the following amounts to the Box Elder County Attorney’s Office towards the purchase of the Software:

<u>Agency</u>	<u>Contribution Amount</u>
Box Elder County Attorney’s Office	\$ 5,000.00
Brigham City Police Department	\$ 4,000.00
Box Elder County Sheriff’s Office	\$ 2,000.00
Box Elder Narcotics Strike Force	\$ 2,000.00
Willard Police Department	\$ 1,000.00
Box Elder School District	\$ 500.00
Tremonton/Garland Police Department	\$ 2,000.00
Perry City Police Department	\$ 1,000.00
TOTAL	\$ 17,500.00

This amount will cover the initial purchase of the Software and the cost of training for 1 certified operator/analyst capable of testifying in court proceedings. As set forth below, it is anticipated that additional certified operators/analysts will be trained and certified, with the costs of such training to be borne by the agency which employs the individual receiving the training and certification.

- a. Title and Ownership of the Software and Hardware. In order to best facilitate the purchase, updating, and maintenance of the Software, the title and ownership of the Software shall be with the Box Elder County Attorney’s Office. However, each of the Participating Entities shall have the right to access and utilize the Software in accordance with and pursuant to the terms and provisions of this Agreement.

- b. Computer and Hardware to Operate the Software. In order to facilitate the initial purchase and use of the Software, the Box Elder County Attorney's Office shall provide and be responsible for the cost of the computer and necessary hardware to operate the Software. Accordingly, like the Software, the title and ownership of the computer and hardware shall be with the County Attorney's Office. Because of the cost associated with the type of computer and hardware needed to properly operate the Software, it is anticipated that when the computer and hardware become obsolete or outdated at some point in the future, the Participating Entities may be asked to participate in the cost of updating and/or replacing the computer and hardware in accordance with the terms and provisions of this Agreement.
2. Location and Maintenance of Cellebrite Software. The Participating Entities agree that the Software, computer and hardware will be located in a secure location at the County Attorney's Office in a manner that is appropriate and adequately addresses evidentiary and chain of custody issues.
3. Annual Renewal of Cellebrite Software. Each of the Participating Entities does hereby acknowledge, understand, and agree that in order to maintain and continue to use the the Software, Cellebrite requires an annual renewal fee, similar in amount to the initial cost of the Cellebrite software. Accordingly, in order for each of the Participating Entities to maintain the benefits of this Agreement and use of the Software, each entity shall comply with the following:
- a. Proportionate Share of Renewal Fees and Maintenance Costs. It is anticipated that annual renewal fees and maintenance costs shall be paid by each of the Participating Entities in the same proportional percentages as each of the Participating Entities paid for the initial purchase of the Software. Accordingly, these proportional percentages shall be as follows:

<u>Agency</u>	<u>Proportional Percentage</u>
Box Elder County Attorney's Office (\$5,000 ÷ \$17,500)	29%
Brigham City Police Department (\$4,000 ÷ \$17,500)	23%
Box Elder County Sheriff's Office (\$2,000 ÷ \$17,500)	11%
Box Elder Narcotics Strike Force (\$2,000 ÷ \$17,500)	11%
Willard Police Department (\$1,000.00 ÷ \$17,500)	6%
Box Elder School District (\$500.00 ÷ \$17,500)	3%
Tremonton/Garland Police Department (\$2,000.00 ÷ \$17,500)	11%
Perry City Police Department (\$1,000.00 ÷ \$17,500)	<u>6%</u>
<b>TOTAL</b>	<b>100%</b>

- b. Budgeting and Appropriation of Annual Renewal Fees. The Administrator shall, to the best of his/her ability, provide an estimate of the annual renewal fees, maintenance costs, and payment schedule to the Board, which shall be approved by the Board. Each of the Participating Entities shall, annually, at the time of the preparation of each of their respective budgets, submit to their governing bodies, for inclusion in its budget, its proportional percentage of the estimated annual renewal payment and maintenance costs due from each of the Participating Entities pursuant to the Board approved payment schedule.
        - c. Payment of Annual Renewal Fees. Adequate funding for the annual renewal payment and maintenance costs, in accordance with the Board approved renewal and maintenance cost payment schedule, shall be provided by the Participating Entities. Payment of the annual renewal fees and maintenance costs by the Participating Entities shall be paid to the Box Elder County Attorney's Office. Each of the Participating Entities' payment of its proportional percentage of annual renewal fees and maintenance costs shall entitle that entity to utilize and receive the benefits and services of this Agreement and use of the Software.
        - d. Failure to Pay Annual Renewal Fees. Failure of any of the Participating Entities to pay its proportional percentage of the renewal fees and maintenance costs may result in the termination of this Agreement with respect to that entity and/or termination of the benefits and services of this Agreement and use of the Software.
4. Training and Certification in the Use and Operation of Cellebrite Software. It is anticipated that three (3) certified operator/analysts shall be trained and available to the Participating Entities for the use and operation of the Software, and to provide any necessary expert testimony. As set forth above, the cost and expense of training and certifying one of these operator/analysts shall be paid out of the initial purchase amounts paid by each of the Participating Entities. It is also anticipated that the three (3) initial certified operator/analysts shall be provided by the Box Elder County Attorney's Office, the Brigham City Police Department, and the Box Elder Narcotics Strike Force. Other than the cost and expense of training for the first certified operator/analyst, each Participating Entity shall pay and be responsible for all costs associated with the training and certification of an operator/analyst from that Participating Entity. A Participating Entity which has its own certified operator/analyst would not have to rely upon or wait for an available certified operator/analyst from another entity. Accordingly, any of the Participating Entities are encouraged to have an individual trained and certified as an operator/analyst to assist in the use and operation of the Software.
5. Access to and Use of the Software by Participating Entities. By entering into this Agreement, each of the Participating Entities shall have unlimited access to a certified operator/analyst and use of the Software and associated hardware. Any evidence derived or extracted by the certified operator/analyst, the Software and/or the associated hardware,

shall be owned by, belong to, and stored and maintained by the Participating Entity which has requested access to and use of the Software.

6. Access to and Use of the Software by Agencies Not Participating in this Agreement. It is understood and agreed by the Participating Entities that the benefits of the Software should be made available to all the law enforcement agencies in Box Elder County, and in appropriate circumstances, law enforcement agencies outside of Box Elder County, even though such agencies are not participating in this Agreement. Accordingly, upon reasonable and appropriate request by law enforcement agencies which are not participating in this Agreement, access may be provided to the Software and a certified operator/analyst. In allowing such access, first priority shall be given to the Participating Entities which have entered into this Agreement, then to law enforcement agencies located in Box Elder County, and lastly to law enforcement agencies located outside of Box Elder County. The Board may establish reasonable and appropriate fees for access to the Software and an operator/analyst by agencies not participating in this Agreement. Any evidence derived or extracted by the certified operator/analyst, the Software and/or the associated hardware, shall be owned by, belong to, and stored and maintained by the agency which has requested access to and use of the Software.
7. Joint Cooperation Agreement. It is not the intent of this Agreement to create a new entity or agency, but rather to provide for the purchase and use of Cellebrite software through joint and cooperative agreements.
8. Administration of this Agreement. The Box Elder County Attorney, or his designee shall act as the administrator of this Agreement (hereinafter “Administrator”), and shall report regularly to the Advisory Board.
9. Advisory Board. An Advisory Board (hereinafter the “Board”) is hereby created and shall serve in an advisory capacity to the Administrator. The Board shall be comprised of the following voting and non-voting members:
  - a. The voting members of the Board shall be:
    - i. The Box Elder County Attorney, or his designee;
    - ii. The Chief of the Brigham City Police Department, or his designee;
    - iii. The Commander of the Box Elder Narcotics Strike Force, or his designee;
  - b. The non-voting members of the Board shall be:
    - i. The Box Elder County Sheriff, or his designee;
    - ii. The Chief of the Willard Police Department, or his designee;
    - iii. The Superintendent of the Box Elder School District, or his designee;
    - iv. The Chief of the Tremonton/Garland Police Department, or his designee;
    - v. The Chief of the Perry City Police Department;

The appointment of each Board Member shall be governed by the governing body of each entity, and may only be removed by the governing body he or she represents.

10. Organization and Function of Board. The Board shall meet at least annually to review the administration, use and management of the Software and associated hardware. The Board shall make recommendations to the Administrator concerning:
  - a. Policies and procedures relating to the use and operation of the Software and associated hardware;
  - b. Equipment necessary to properly utilize and maintain the Software and associated hardware;
  - c. Fees and costs associated with the Software and associated hardware; and
  - d. Any other business relating to the administration, use, and maintenance of the Software and associated hardware.
  
11. Indemnification. Each of the Participating Entities are governmental entities as defined by the Utah Governmental Immunity Act found in Title 63G, Chapter 7 of the Utah Code. Nothing in this Agreement shall be construed as a waiver by any of the Participating Entities of any rights, limits, protections or defenses provided by that act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of governmental immunity to which any of the Participating Entities is otherwise entitled. Subject to the act, each of the Participating Entities will be responsible for its own actions and will defend any lawsuit brought against it and pay and damages awarded against it.
  
12. Amendments to Agreement. Any change or amendment to this Agreement shall be approved by each of the Participating Entities prior to the change or amendment becoming effective. This Agreement shall constitute the entire agreement among the Participating Entities as to the subject matter of this Agreement.
  
13. Effective Date. This Agreement shall become effective immediately upon approval and execution by the governing body of each of the Participating Entities.
  
14. Term of Agreement. This Agreement shall continue in effect, unless terminated pursuant to this Agreement, for a period of five (5) years.
  
15. Termination of Agreement. This Agreement shall be in effect for the period set forth herein unless this Agreement is terminated by the affirmative vote of two-thirds (2/3) of the Board. Any such termination shall not take effect, unless otherwise unanimously agreed, until the expiration of the then current renewal of the Cellebrite software.
  
16. Withdrawal of Participating Entities from Agreement. Any of the Participating Entities may withdraw from this Agreement for any reason, by giving each of the other Participating Entities written notice at least six (6) months prior to the end of the current renewal term of the Cellebrite software. Any such withdrawal shall become effective at the end of the current renewal term of the Cellebrite software.

IN WITNESS WHEREOF, each of the Participating Entities does execute this Agreement:

BOX ELDER COUNTY ATTORNEY

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Stephen R. Hadfield

BY: \_\_\_\_\_  
Box Elder County Attorney

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

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

BRIGHAM CITY POLICE DEPARTMENT

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Chief Chad Reyes

BY: \_\_\_\_\_  
Brigham City Attorney

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

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

BOX ELDER COUNTY SHERIFF'S OFFICE

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Sheriff Kevin Potter

BY: \_\_\_\_\_  
Box Elder County Attorney

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

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

BOX ELDER NARCOTICS STRIKE FORCE

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Commander Chris Howard

BY: \_\_\_\_\_  
Brigham City Attorney

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

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

WILLARD POLICE DEPARTMENT

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Chief Theron Fielding

BY: \_\_\_\_\_  
Willard City Attorney

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

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

BOX ELDER SCHOOL DISTRICT

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Gary Allen

BY: \_\_\_\_\_  
Attorney for School District

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

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

TREMONTON/GARLAND POLICE DEPARTMENT

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Chief Dustin Cordova

BY: \_\_\_\_\_  
Tremonton City Attorney

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

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

PERRY CITY POLICE DEPARTMENT

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Chief Scott Hancey

BY: \_\_\_\_\_  
Perry City Attorney

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

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

**PERRY CITY  
RESOLUTION 2022-22**

**PAID HOLIDAYS AMENDED**

**A RESOLUTION OF PERRY CITY, UTAH, AMENDING THE PAID HOLIDAYS  
SET FORTH IN THE PERRY CITY PERSONNEL POLICY**

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

**WHEREAS**, the City Council is authorized to adopt personnel policies and procedures for the effective and efficient administration of municipal government;

**WHEREAS**, the City Council adopted the *Perry City Personnel Policy* and now desires to amend the same;

**NOW, THEREFORE**, be it resolved by the City Council of Perry City, Utah, that the *Perry City Personnel Policy* is hereby amended to read as follows:

**Section 1. Amendment.**

The Perry City Personnel Policy is hereby amended as set forth in the attached Exhibit “A” adopted and incorporated herein by this reference.

**Section 2. Effective Date**

This Resolution is effective immediately upon passage and approval.

PASSED AND ADOPTED by the City Council on this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
KEVIN JEPPSEN, Mayor

VOTING:

Tueller	Yea __ Nay __
Wright	Yea __ Nay _____
Ostler	Yea __ Nay __
Walker	Yea __ Nay __
Young	Yea __ Nay __

ATTEST:

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

## Holidays

Perry City will grant 12 paid holidays to all Regular and Introductory Full-time employees. 11 regular set holidays and 1 floating holiday that will be pre-determined by administration at the beginning of the year. The set holidays are listed below:

New Year's Day  
Dr. Martin Luther King, Jr. Day  
President's Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving  
Day after Thanksgiving  
Christmas

Perry City will grant paid holiday time off to all eligible employees on the 1<sup>st</sup> of the month following 30 days of employment. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- Regular Full-Time employees
- Introductory Full-Time employees

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

If a recognized holiday falls during an eligible employee's regular time off, the holiday time will be given to the employee as a floating holiday to be used within 1 month of the time being earned. Public Safety employees may be paid this time at a straight rate to reduce overtime due to the 24/7 coverage requirements.

If eligible nonexempt employees work on a recognized holiday, they will receive pay for the holiday as detailed above, and pay for hours worked on the holiday at 1 and ½ times their normal hourly rate. Exempt employees will receive pay for the holiday and compensatory time at 1 and ½ times their normal rate for hours worked on the holiday. However, employees must have written authorization from their immediate supervisor prior to working on a holiday.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

## Sick Leave Benefits

Perry City provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

- Regular Full-Time Employees
- Introductory Full-Time employees
- Grandfathered Part-Time employees (Eligible for 50% of Full-Time Benefit)

Eligible employees will accrue sick leave benefits as follows:

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**PERRY CITY  
RESOLUTION 2022-23**

**TEXTMYGOV AGREEMENT**

**A RESOLUTION OF PERRY CITY, UTAH, AUTHORIZING AN  
AGREEMENT WITH TEXTMYGOV FOR COMMUNITY SMART  
TEXTING & MESSAGING SERVICES.**

**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 desires to increase communication with its citizens;

**WHEREAS**, the City has found text messaging to be an effective form of communication;

**WHEREAS**, the City seeks to enter into an agreement for smart texting & messaging services that meets the needs of the City;

**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 into an agreement with TextMyGov as described in Exhibit “A” attached hereto 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

**VOTING:**

Tueller	Yea __ Nay __
Wright	Yea __ Nay __
Walker	Yea __ Nay __
Young	Yea __ Nay __
Ostler	Yea __ Nay __

ATTEST:

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

# TextMyGov

TextMyGov  
P.O. Box 3784  
Logan, Utah 84323  
435-787-7222

## Partnership Proposal

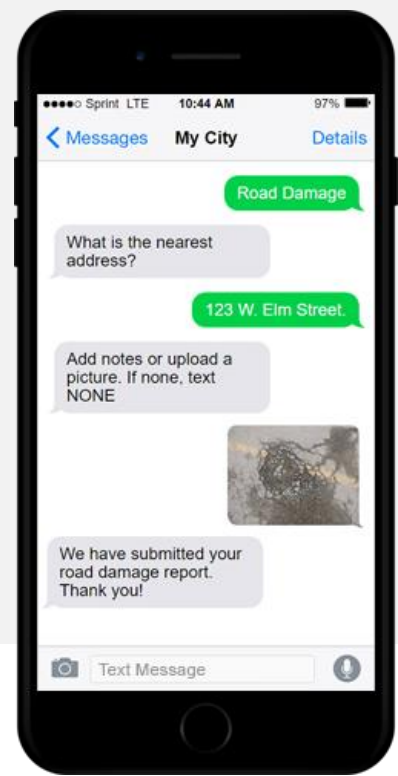
### Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, *97% of smartphone owners text regularly.*

The technology analysts at Compuware reported *that 80 to 90% of all downloaded apps are only used once and then eventually deleted by users.*



### TextMyGov Solutions:

*Communicate, Engage, Boost Website Traffic, Track, and Work*



#### Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



#### Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.



## Boost Website Traffic

TextMyGov uses smart texting technology to maximize a city's website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



## Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



## Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

# Implementation

## Getting Started

After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

## Configuration

The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

## Media Kit

Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

## Unlimited Training and Support

After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

# Subscription Cost Breakdown

This quote represents a subscription to TextMyGov with an initial TERM of one year. The agreement is set to automatically renew after the initial TERM. Support and services fees may increase in subsequent years, but will increase no more than 5% per year. See below for the package price and other details:

Terms and conditions can be printed and attached as Exhibit A or viewed at [www.TextMyGov.com/terms](http://www.TextMyGov.com/terms)

Prepared for:  
 Perry City  
 3005 S 1200 W, Perry, UT 84302  
 Tyra Bischoff  
 tyra.bischoff@perrycity.org

Prepared by:  
 Matthew Lemon  
 Account Executive  
 P.O. Box 3784  
 Logan, UT 84323

Package	Package Price	Billing
TextMyGov Package includes: <ul style="list-style-type: none"> <li>• TextMyGov Web-Based Software</li> <li>• Local Phone Number</li> <li>• Short Code Number (for outgoing messages)</li> <li>• Unlimited Users</li> <li>• Unlimited Departments</li> <li>• Unlimited Support for Every User</li> <li>• 10 GB Managed online data storage</li> <li>• 25,000 Text Messages per year</li> </ul>	\$3,500	Annual
Implementation/Setup Fee	<del>\$1,750</del> Waived	One Time
Total (First Year):	\$3,500	First Year
Total (Ongoing):	\$3,500	Annual

**Notes:**

1. This is a one-year contract. After the initial one years, the contract can be canceled by providing 60-day written notice.
2. After the initial one-year contract, the agreement will revert to a year to year.
3. Customer is required to put TextMyGov widget on the Agency's Web Home page.
4. This agreement and pricing were provided at the customer's request and are **valid through 12/30/2022.**
5. Customer is required to provide copy of W-9

## Additional Services

TextMyGov provides additional applications and services that can be purchased as part of the TextMyGov solution. These can be added to the customer's annual\* cost, upon request.

Enhanced Media & Care Package – Marketing materials and expert implementation to promote and optimize TextMyGov, see us here for additional information- <a href="https://textmygov.com/enhanced-media-care/">https://textmygov.com/enhanced-media-care/</a>	Price based on Population	Annual
Additional Storage – Each unit of storage contains an additional 100 GB.	\$250	Annual
Additional text messages – Additional text messages can be purchased at any time. (\$750 for 100,000), (\$550 for 50,000), (\$300 for 25,000)	Price based on amount of text messages	Annual

## Agreement Confirmation

### Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

### Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

### Billing Information

Billing Contact Name:

Title:

Email:

Office Phone:

Address:

(Please attach copy of W-9 or Tax Exemption form. Must include FEIN #.)

## Agreement Signature

Name:

Title:

Date:

Signature:

## Widget Contact

Name:

Title:

Email:

Phone:

(This person is responsible for placing the TextMyGov Widget (see options-<https://support.textmygov.com/widget/>) on the agency's website within 60 days of the signature. The TextMyGov widget will remain on the agency's website for the duration of the agreement. This agreement was discounted \$1000/annually so the agency understands that they are required to place and maintain the widget on the agency's website.)

## Twilio Contact Authorization

### Twilio Authorized Contacts

Employee Name (1):

Email:

Phone Number:

Job Position:

Business Title:

Employee Name (2):

Email:

Phone Number:

Job Position:

Business Title:

I confirm that my nominated authorized representatives agree to be contacted by Twilio.

**PERRY CITY  
RESOLUTION 2022-24**

**CODIFICATION SERVICES**

**A RESOLUTION OF PERRY CITY, UTAH, APPOINTING CIVICLINQ  
COMPANY TO PROVIDE CODIFICATION AND REVISION SERVICES  
TO PERRY CITY FOR THE PERRY MUNICIPAL CODE.**

**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* §10-3-707 grants to the City power to codify ordinances into a Municipal Code and states: “[a]ny municipality is hereby empowered to revise, codify and compile from time to time and to publish in book, pamphlet or looseleaf form all ordinances of the municipality of a general and permanent character and to make such changes, alterations, modifications, additions, and substitutions therein as it may deem best to the end that a complete simplified code of the ordinances then enforced shall be presented, but with errors, inconsistencies, repetitions, and ambiguities therein eliminated.”

**WHEREAS**, *Utah Code Annotated* §10-3-706 states that “[t]he governing body by resolution may authorize and direct the mayor to appoint, with the advice and consent of the governing body, one or more persons to prepare and submit to the governing body a compilation, revision or codification of municipal ordinances. The compensation for the service shall be fixed by resolution of the governing body and paid out of the municipal treasury.”

**WHEREAS**, *Utah Code Annotated* §10-3-708 authorizes the City to arrange its ordinances stating: “[t]he ordinances in the revision, codification and compilation shall be arranged in such order as the governing body may decide and may exclude the titles, enacting clauses, signatures of a mayor or mayor pro tempore of the governing board, attestations, and other formal parts, except the attestation of the recorder.”

**WHEREAS**, *Utah Code Annotated* §10-3-709 states that: “[s]uch revision shall be by one ordinance embracing all ordinances of a general and permanent character preserved as changed or added to and perfected by the revision, codification and compilation and shall be a repeal of all ordinances in conflict with the revision, codification and compilation, but all ordinances then enforced shall continue in force after the revision, codification and compilation for the purpose of all rights acquired, fines, penalties and forfeitures and liabilities incurred and actions therefor.”

**WHEREAS**, the City desires to authorize codification services with a new provider;

**WHEREAS**, the Mayor recommends the appointment of civiclinQ to revise and codify the Perry Municipal Code, in conjunction with the City Administrator and his designees;

**NOW, THEREFORE**, be it ordained by the City Council of Perry City, Utah, as

follows:

**Section 1: Appointment.** Based upon the recommendation of the Mayor, the City Council, acting as the governing body, hereby appoints and designates civiclinQ, in conjunction with the City Administrator and his designees, to provide revision and codification services to the City for the Perry Municipal Code.

**Section 2: Codification.** civiclinQ, along with the City Administrator and his designees, is hereby delegated authority with regards to the Perry Municipal Code and in accordance with *Utah Code Annotated* §10-3-707 “to make such changes, alterations, modifications, additions, and substitutions therein as it may deem best to the end that a complete simplified code of the ordinances then enforced shall be presented, but with errors, inconsistencies, repetitions, and ambiguities therein eliminated.” This includes, but is not limited to modify, reorganization, and renumber the Perry Municipal Code as needed and to update, simplify, and improve the same. This specifically includes delegation of authority to eliminate any chapter or chapters in the revised Perry Municipal Code that are normally not codified such as certain maps and plans.

**Section 3: Compensation.** civiclinQ is hereby compensated as provided in the Agreement in Exhibit “A” attached hereto and incorporated herein by this reference for the services provided.

**Section 4: Effective Date.** This Resolution shall take effect on immediately upon adoption.

PASSED AND ADOPTED by the City Council on this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

Perry City, Utah  
3005 S 1200 W  
Perry, UT 84302  
c/o Robert Barnhill, City Administrator  
[robert.barnhill@perrycity.org](mailto:robert.barnhill@perrycity.org)

29 September 2022

## **RE: CIVICLINQ CODE HOSTING FOR PERRY CITY**

### **CIVICLINQ'S CODE HOSTING SOLUTION**

Code Hosting by [civclinQ.com](http://civclinQ.com) is a self-publishing software platform that is designed to provide an innovative, agile, and cost-effect method for communities to publish and maintain their municipal policies, plans, and regulations online. [civclinQ](http://civclinQ.com) is supported by Rural Community Consultants (RCC), a wholly owned subsidiary of Jones & DeMille Engineering, Inc. (JDE). Together, RCC and JDE have over 40+ years of experience serving local governments in Utah and beyond.

A subscription to our Code Hosting platform includes the following features:

- Flexible subscription terms – quit anytime without penalty;
- ADA compliant and mobile-friendly platform;
- 50 GB of storage space – additional storage space can be purchased as needed;
- Initial establishment, onboarding, user management and technical support;
- Unlimited content changes – update “Books” yourself as often as needed (includes Amend Assist);
- Host an unlimited number of “Books” – subject to additional storage space fees (if required);
- Incorporate illustrations, charts, hyperlinks and more – connect codes with actual ordinance files, maps, application forms, and more;
- Intuitive formatting tools – customize any content to suit your specific needs;
- Procedural safeguards – prevent accidental addition / deletion of content; and
- Reliable / robust search functionality.

In addition to the Code Hosting platform, we are also able to offer the City the following additional services:

#### **Assisted Implementation Services:**

RCC prides itself in doing business the “rural way”, meaning we believe in hard work, practical strategies, respecting and improving the communities we partner with. Our unique qualifications which afford us the ability to work with all levels of government also allow us to seamlessly integrate within a community’s existing staff to facilitate and expedite the implementation of new software solutions when time, lack of staff, or experience is needed. For Code Hosting, our Assisted Implementation services typically includes:

- Initial setup of “Books” – includes navigation (title / chapter / sections);
- Initial data import into “Books” – includes basic formatting and punctuation checks; and
- Initial publication of “Books” – after review by the client.

#### **Codification Services:**

Everything we do is concise, illustrative, and actionable. We believe that policies, plans, and regulations are living, breathing documents that should be straight-forward, easy to read and understand, structured to

allow intuitive navigation, and free from any unnecessary technical jargon that does not contribute directly to administration, implementation, or enforcement.

Codification can be added to our Assisted Implementation services to ensure Perry City starts off its Code Hosting experience with a solid foundation. Our Codification Services typically includes:

- Through, high-level review of all ordinances – determining their conformance with State law;
- Organization of ordinances into applicable “Books” – including titles / chapters / sections;
- Indexing / ordinance “genealogy” – for easy tracking / referencing legislative history;
- Editing and proofreading – general formatting, grammar and punctuation checks; and
- Recommendations – for charts, illustrations, maps, or other reference materials.

### **Electronic Updates / Publishing:**

Billed at an hourly rate, and staffed to accommodate any timeline or request, our experienced staff members can update your Code Hosting platform for you. Our core team members include:



**Mike Hansen, AICP**  
*MA—Political Economy*  
*MS—Public Administration*  
*BS—Urban Planning*

Mike Hansen has worked in strategy, land use, and organizational development for 20+ years. His career has been marked by successful leadership of progressively difficult challenges. Working in all levels of government, he has worn the hats of a strategic planner, demographer, administrator, and change leader. He has led small entrepreneurial teams, statewide initiatives, and even served in the Utah Governor’s Cabinet. In the private sector, Mike has orchestrated projects with citizen groups, city staff, and engineers. Focusing on short-term implementation strategies and the long-term return on investment, Mike has drafted roadmaps for cities, counties, and the state with results seen in land use, industry investment, economic development, and state code compliance.



**Kendall Welch**  
*ICC Certified*  
*AAS—Internet Web Design*

Kendall is a certified International Code Council (ICC) Permit Technician, Residential Plans Examiner, Zoning Inspector, and Property Maintenance and Housing Inspector. She has over 7 years of experience in various community development capacities, working primarily with local municipalities in both Utah and Arizona. From small rural towns to large urban cities, she has served in various staff positions including: building permit technician, residential plans examiner, planner I/II, addressing official, planning commission secretary, and more. Kendall has extensive experience with ordinance amendments including drafting, codification, publication, and enforcement.



**Jordan Vane**  
*BS—Digital Media,  
Web & App Development*

Jordan is a website designer from Southern Utah with a passion for fulfilling client needs and accomplishing objectives through the web. He creates websites with the client and user in mind, implementing user-friendly designs geared toward accomplishing client objectives. He graduated from Utah Valley University with a bachelor's degree in Digital Media – Web & App Development and has participated in projects that span the entire spectrum of design, from design sketching to publishing websites. He has been designing and building websites for over 6 years. He has been involved in facilitating public interaction with projects and municipalities, as well as helping municipalities maintain transparency and compliance on the web.



**Kevin Adams**  
*MBA—Business Administration*

Kevin's unique background in business, client success, and software development such as civiQ and OurlinQ has enabled him to quickly meet the evolving needs of our clients. In his current role he leverages his passion for continuous improvement to enhance our platforms and provide our clients with a robust solution that helps them achieve their goals. Prior to civiQ and OurlinQ, Kevin supervised a client support team where automation and efficiency were emphasized, which led to years of development on a business intelligence app, a peer-to-peer shipping app, and various other software projects. He received an MBA from Southern Utah University. When Kevin's not behind a computer screen, you can find him eating, cooking, and enjoying happy chaos with his wife and four young children.

**COST ESTIMATE**

Service	One Time Fee	Subscription Monthly Fee
<b>civclinQ Code Hosting Platform</b>	N/A	\$100 per month/ <b>\$1,100 annually</b>
<b>Optional Services</b>		
<b>Assisted Implementation</b>	<p><b>\$2,500 Lump Sum</b> Includes initial data migration/setup of the following “Books”: Municipal Code, Comprehensive Planning, and Municipal Resolutions from the City’s existing Municode website.</p>	N/A
<b>Codification Services</b>	<p><b>\$1,500 Lump Sum</b> Includes codification of ordinance(s) recently passed by the City which are not currently codified on the City’s existing Municode website (Ordinance 22-N). Also includes future codification of the known update to the City’s land use table which is expected to be passed by the City by the end of December 2022.</p>	N/A

Together, these proposed services represent a commitment of a **one-time lump sum fee of \$4,000.00, in addition to the regular platform subscription cost of \$100.00 per month / \$1,100.00 annually.**

We believe the assisted implementation services (initial data migration/setup) needed by the City could be completed no later than November 15, 2022, or as existing code, ordinances, and documents are made available to our team. The additional codification requested by the City could be completed no later than January 31, 2023, or as existing code, ordinances, and documents are adopted by the City and made available to our team.

We appreciate and look forward to the opportunity to work on this important project with Perry City. Our team has the proven capabilities to complete this work in a timely and efficient manner. We look forward to helping you shape the quality of life of those you serve.

Sincerely,



Mike Hansen

RURAL COMMUNITY CONSULTANTS



# Receipt

civiclinQ

Invoice number CC651136-0001  
Receipt number 2487-8005  
Date paid November 9, 2022  
Payment method Visa - 4276

**civiclinQ**  
1535 South 100 West  
Richfield, Utah 84701  
United States  
+1 801-550-5075  
info@civiclinq.com

**Bill to**  
Perry City  
robert.barnhill@perrycity.org

## \$4,000.00 paid on November 9, 2022

Description	Qty	Unit price	Amount
civiclinQ - Assisted Implementation (10/15/22 - 11/15/22)	1	\$2,500.00	\$2,500.00
Trial period for Code Hosting - Basic Nov 9 – Nov 15, 2022	1	\$0.00	\$0.00
civiclinQ - Codification (11/15/22 - 1/31/23)	1	\$1,500.00	\$1,500.00
Subtotal			\$4,000.00
Total			\$4,000.00
<b>Amount paid</b>			<b>\$4,000.00</b>

# Receipt

civiclinQ

Invoice number CC651136-0002  
Receipt number 2700-8466  
Date paid November 15, 2022  
Payment method Visa - 4276

**civiclinQ**

1535 South 100 West  
Richfield, Utah 84701  
United States  
+1 801-550-5075  
info@civiclinq.com

**Bill to**

Perry City  
robert.barnhill@perrycity.org

## \$1,100.00 paid on November 15, 2022

Description	Qty	Unit price	Amount
<b>Code Hosting - Basic</b> Nov 15, 2022 – Nov 15, 2023	1	\$1,100.00	\$1,100.00
Subtotal			\$1,100.00
Total			\$1,100.00
<b>Amount paid</b>			<b>\$1,100.00</b>

Your free trial with civiclinQ started on November 9, 2022 and ended on November 15, 2022.  
Your card (Visa •••• 4276) will be charged \$1,100.00 every year.  
Visit <https://civiclinq.com/subscriptions> to update or cancel your subscription.



- Apps
- Users
- Organization Profile
- Billing
- Subscriptions

# Subscriptions

**Subscription Service Agreement** accepted 11/09/2022 7:47AM by Robert Barnhill

Code Hosting Next bill date: 11/15/2023 12:00AM

\$100 Monthly
  \$1100 Yearly

Training

Free

Update Subscriptions

« Collapse

## civiclinQ SUBSCRIPTION SERVICE AGREEMENT

This Subscription Services Agreement (the “Agreement”) is between Jones & DeMille Engineering, Inc. (“Company”) and the subscriber identified in the accompanying Order (“Subscriber”) or Subscriber’s Authorized User (as defined below). “You” means either Subscriber or an Authorized User, as applicable.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCEPTING IT. THIS AGREEMENT GOVERNS THE USE OF THE SUBSCRIPTION SERVICE AND HOSTED SOFTWARE PROVIDED BY COMPANY TO SUBSCRIBER UNDER THE ORDER SIGNED OR AGREED TO BY SUBSCRIBER. BY AGREEING TO THE ORDER, YOU ARE INDICATING YOUR ACCEPTANCE OF THIS ENTIRE AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT AGREE TO THE ORDER.

If you are an employee or other individual staff of the Subscriber (in other words, an Authorized User), you are also required to accept this Agreement and abide by the Subscriber’s obligations, except that any terms relating to Subscriber’s payment obligations do not apply to you as an individual Authorized User. Company’s warranties and other commitments under this Agreement apply only to the Subscriber, not to Authorized Users.

This Agreement is effective as of the date Subscriber signs the Order (the “Effective Date”) (or in the case of an Authorized User, when such person accepts this Agreement electronically). The person accepting the Order and this Agreement on behalf of Subscriber represents that he or she has the authority to bind such entity to these terms and conditions.

Company has developed a subscription service to provide online access to a municipality or other jurisdiction’s statutory code, together with the option to codify Subscriber’s existing ordinances and upload ordinances online, and other content and materials provided by Company on its website or otherwise. Subscriber desires to obtain rights to use the subscription service to host Subscriber’s statutory code, and Company desires to grant such rights to Subscriber, subject to the terms and conditions of this Agreement.

In consideration of the mutual covenants and agreements set forth herein, the sufficiency of which are hereby acknowledged, Company and you agree as follows:

### AGREEMENTS:

#### 1. General Definitions.

- (a) “Authorized Users” means individual employees and staff of Subscriber who are authorized by Subscriber to access and use the Subscription Service to upload, update and modify Subscriber’s Code. Authorized Users may use the Subscription Service solely for Subscriber’s own internal business purposes.
- (b) “Code” means Subscriber’s own statutory code and/or ordinances, including any modifications thereto made by Subscriber during the Term.
- (c) “Confidential Information” means Company’s pricing, Subscriber’s payment card data, either party’s non-public business and technology information, the Software, trade secrets, any written materials marked as confidential and any other information which reasonably should be understood to be confidential. Confidential Information excludes information that the receiving party can document: (i) is or becomes generally available to the public without fault of the receiving party; (ii) is rightfully in the receiving party’s possession prior to its disclosure by the other party; (iii) is independently developed without the use of any Confidential Information of the disclosing party; or (iv) is obtained without obligation of confidentiality from a third party who has the right to disclose it. The receiving party also may disclose Confidential Information to the extent required under a judicial or legislative order or proceeding or as necessary to comply with any open records act or other freedom of information law or regulation; provided that it gives the disclosing party, if legally permissible, reasonable prior notice and an opportunity to respond or object to the disclosure.
- (d) “Documentation” means Company’s online user instructions and/or manual for the Subscription Service, as updated by Company from time to time.

- (e) "Malicious Code" means any virus, worm, trap door, back door, snoopware, spyware, malicious logic, Trojan horse, time bomb or other malicious software functionality that would intentionally erase or render the Subscription Service unusable or intentionally interfere with the use of the Subscription Service or an Authorized User's computer system or software.
  - (f) "Modifications" means updates, upgrades, patches, improvements, enhancements, bug fixes, additional features, and other modifications to the Software or Subscription Service.
  - (g) "Order(s)" means the electronic or written documents for placing orders hereunder for Subscriber's rights and access to the Subscription Service, or for any other Services of Company, such as codification and ordinance online upload. Orders are subject to acceptance by Company. Orders are incorporated into this Agreement by reference, except as provided in Section 14(a).
  - (h) "Service(s)" means technical support, Software maintenance, and other services offered by Company as part of or in connection with the Subscription Service, as well as training, consulting or other professional services for which Company may offer and charge a fee.
  - (i) "Software" means the Company software that Company will make available to you as part of the Subscription Service, including Modifications. Software will be provided to you only through online access as part of the Subscription Service.
  - (j) "Subscription Service" means the civclinQ subscription service providing online access to the hosted Software, and any related products and Services offered by Company that are made available online, including any associated offline components, as described in the Documentation. The Subscription Service will be hosted either on Company servers or the servers of a third party that in the business of hosting web- or cloud-based software applications.
  - (k) "Term" means the Initial Term of this Agreement together with any and all Renewal Terms, as those terms are defined in Section 7(a).
2. Grant of Rights. During the Term, Company grants Subscriber a non-exclusive, non-transferable right to access and use the Subscription Service and Software on Company's website, including an option to codify and upload Subscriber's Code to the Subscription Service and modifying the Code as needed, and solely for use by Authorized Users. Once the Code is uploaded and published on the Subscription Service by Subscriber or Company and published by Subscriber, the public will have the ability to view the Code online during the Term, through a link to Company's website that Subscriber may place on its website.
3. Limitations and Conditions. Subscriber's and its Authorized Users' use of the Subscription Service is subject to the following terms and limitations:
- (a) Use of Subscription Service. Use of the Subscription Service and Software is limited to Subscriber's own internal business purposes. Subscriber is granted the right to authorize Authorized Users to access and use the Subscription Service and related materials made available as part of the Subscription Service by Company. Authorized Users may use the Subscription Service only for the benefit of Subscriber. Each Authorized User must also accept this Agreement when first accessing the Subscription Service. Subscriber and Authorized Users are authorized to use the Software only as part of the Subscription Service, except as otherwise specifically set forth in this Agreement.
  - (b) Free Trial Terms. If Subscriber registers for a free trial of the Subscription Service, Company will make the Subscription Service available to you on a trial basis free of charge until the end of the free trial period specified on the trial registration web page. Additional terms and conditions may appear on such registration page. DURING THE FREE TRIAL PERIOD, THE SUBSCRIPTION SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES OF ANY KIND, NOTWITHSTANDING SECTION 10. Any data you enter into the Subscription Service during the free trial period will be permanently lost unless you purchase a subscription to the same service or upgraded service, before the end of the trial period.
  - (c) Modifications. Subscriber acknowledges and agrees that the Subscription Service, Company's website, the Software and other materials provided by Company may be updated and changed from time to time with Modifications, in Company's sole discretion.
  - (d) Proprietary Rights Notices. Subscriber shall not remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded by Company on or in the Subscription Service or related Documentation.
  - (e) Restrictions. Subscriber and Authorized Users will not:

- use the Subscription Service for any unauthorized Site or business, including for the benefit of any third party business;
- modify or create derivative works of the Subscription Service or Software;
- use the Subscription Service or Software to develop a competitive product or service, or copy any features, functions or graphics of the Subscription Service, Software or Company's website, or allow a direct competitor of Company to access the Subscription Service through Subscriber's or its Authorized Users' accounts;
- reverse engineer, disassemble, decompile or otherwise attempt to derive source code, trade secrets, algorithms, programming methods or Confidential Information from the Software or Subscription Service, except to the extent expressly permitted by applicable law;
- upload any content that contains any libelous or unlawful material or any materials or instructions that may cause harm or injury, or violates any person's right of privacy or any copyright, trademark, or other intellectual property rights;
- use the Subscription Service in any manner which could damage, disable, overburden, or impair the Subscription Service or interfere with any other party's use and enjoyment of the Subscription Service;
- obtain or attempt to obtain any materials or information on or through the Subscription Service through circumventing any access or use restrictions or by any other unauthorized methods, such as hacking or password mining.
- use any bots, spiders, page-scraping or other automated or manual processes or methods to copy or monitor this Subscription Service or any of its contents.
- upload to the Subscription Service any libelous or unlawful content or any materials or instructions that may cause harm or injury, or that violate any person's right of privacy or any copyright, trademark, or other intellectual property rights.

Subscriber is responsible for ensuring its Authorized Users' compliance with the terms of this Agreement and is liable for any breach of this Agreement by an Authorized User.

- (f) Subscriber's Obligations. Subscriber is solely responsible for all Code content and any other data supplied or used by Subscriber and its Authorized Users in connection with the Subscription Service. Subscriber is solely responsible for determining the suitability of the Subscription Service for its purposes and for complying with any applicable regulations, laws or conventions applicable to Subscriber's use of the Subscription Service.
- (g) Suspension of Access. Company may suspend Subscriber's and Authorized Users' access to the Subscription Service in the event of a material violation of this Agreement. Company will use reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless Company reasonably believes that: (a) it is prohibited from doing so under applicable law or any judicial or governmental process; or (b) immediate action by Company is necessary to prevent harm to the Subscription Service, Subscriber or an individual. In such cases, Company will provide notice as soon as is feasible and permissible.
- (h) Content Database. Company offers an optional online content database (currently called "Insights"), including best practice recommendations, white papers, articles, and other materials (the "Content Database"). Subscriber may elect to sign up for access to the Content Database as part of the Services. Company may in its sole discretion at any time add to, delete, or modify the materials it makes available in the Content Database. These materials are provided as a convenience to Subscribers and Authorized Users, and you are responsible for confirming the accuracy of the materials in the Content Database and determining if and how such materials apply to Subscriber in each case. Company disclaims any liability arising out of or related to your use or reliance on any of the materials in the Content Database.
- (i) Third Party Software and Links. The parties acknowledge that the Software may contain open source code and other third party software components. Open source components are subject to the applicable third party open source license terms. Any other third party software is provided by Company to Subscriber pursuant to the terms of this Agreement. Third party software (other than open source) is licensed only for use with the Subscription Service. If you decide to access or use any third party websites linked to the Subscription Service, you do this entirely at your own risk.

#### 4. Other Services.

- (a) Technical Support and Maintenance. Company will provide Subscriber with email or other web-based technical support and maintenance Services to assist Subscriber in utilizing the Subscription Service. Support Services will be available during Company's regular business hours. Company technicians will use reasonable, good faith efforts to resolve Subscriber's

problems. Company may update its support and maintenance policies from time to time, upon notice to Subscriber.

- (b) Professional Services. Upon Subscriber's request, Subscriber may purchase implementation Services (e.g., codification and uploading the Code to the Subscription Service or making Code updates), training, consulting, or other professional Services from Company. Subscriber takes sole responsibility for approval and publishing of any code codified, and uploaded by Company. All such Services are subject to the terms and conditions set forth in this Agreement.

## 5. Ownership.

- (a) Company Ownership. Company (or, if applicable, its licensors or suppliers) owns and retains all right, title and interest in and to the Subscription Service and all content and materials on Company's website or made available through the Subscription Service, including the Software and Documentation, Company's trademarks and service marks, Modifications, text, graphics, logos and images, training and other written or electronic documents and materials produced by Company that relate to the Subscription Service, and all intellectual property rights in the foregoing (the "Company Materials"). The Company Materials are protected by copyright and/or other laws protecting intellectual property and proprietary rights, and may be used by Subscriber and Authorized Users only for the purposes described in this Agreement. Any rights not expressly granted herein are reserved by Company. Neither this Agreement nor any other agreement between the parties changes ownership of any pre-existing software or other materials.
- (b) Subscriber Ownership. As between the parties, Subscriber owns and shall retain all right, title and interest in and to the Code content and all other data or content supplied by Subscriber.
- (c) Metadata and Usage Data. The Subscription Service may track metadata and other usage data related to Subscriber's and Authorized Users' use of the Subscription Service ("Usage Data") and provide such data to Company. Company shall own such Usage Data, excluding any personal data of individuals incorporated therein. Subscriber agrees that Company shall have the perpetual right to collect, aggregate, use, distribute and sell such Usage Data for any legal purpose, including without limitation providing and improving the Subscription Service and Company's products and services generally. Company may retain and use Usage Data permanently. To the extent such Usage Data contains any personal data, Company shall not provide the Usage Data to any third party unless the data been anonymized and/or aggregated, so that it is not identifiable as to any particular person. Notwithstanding the foregoing, Company may share Usage Data in its original form as necessary or appropriate to provide the Services to Subscriber (for example, using a third party to process payments) or to comply with legal obligations or exercise its legal rights.
- (d) Feedback. Company shall have a royalty-free, worldwide, irrevocable, perpetual license to use any suggestions, enhancement requests, complaints or other feedback from Subscriber or Authorized Users relating to the Subscription Service, Software or Company's Services ("Feedback") and incorporate it into Company's software, products and services. Company shall exclusively own all right, title and interest in and to any software and intellectual property developed or delivered to Subscriber in the performance of this Agreement, regardless of whether it is based on or incorporates any Feedback, subject to the rights granted herein to Subscriber.
- (e) Trademarks. Company's name and its trademarks, service marks and logos, as well as any other Company product names or logos displayed on our website or Subscription Service, are registered or unregistered trademarks of Jones & DeMille Engineering, Inc. The names and marks of any third parties on our website are the property of their respective owners and may also be trademarks. Company's trademarks may be used publicly only with its prior written permission.

## 6. Fees.

- (a) Fees. Access to the Subscription Service and Other Services for Subscriber and its Authorized Users is subject to timely payment of the one time, monthly or annual subscription fees specified in the applicable Order(s), except during any free trial period as agreed. Subscriber's credit card will be charged in advance for both monthly and annual plans. Basic support and maintenance Services for the Subscription Service, as described in Section 4(a), are included as part of such fees at no additional charge. Company may offer premium support plans or other optional Services for an additional fee.
- (b) Past Due Amounts. If any amounts owed by Subscriber are thirty (30) or more days overdue, Company may, without limiting its other rights and remedies: (i) charge interest at the rate of 1.5% per month or the highest rate permitted by law, whichever is less, on the past due amounts; (ii) terminate this Agreement under Section 7(c), and/or (iii) subject to seven (7) days' prior written notice to Subscriber, suspend Subscriber's and its Authorized Users' access to the Subscription Service and the Code thereon until such amounts are paid in full.

- (c) Other. Company reserves the right to change its subscription fees and other Service fees from time to time, upon at least thirty (30) days' prior written notice to Subscriber. All amounts paid under this Agreement are payable in U.S. dollars. All Orders are final and all payments are non-refundable, other than as expressly set forth in this Agreement. Subscriber is responsible for any applicable sales, use or other taxes or duties associated with this Agreement, other than taxes on Company's net income.

## 7. Term and Termination.

- (a) Term. This Agreement will commence on the Effective Date and will continue for an initial monthly or annual term, as specified in the Order (the "Initial Term"). At the end of the Initial Term, this Agreement will automatically renew for additional terms (each a "Renewal Term") equal in length to the Initial Term, subject to termination as set forth below.
- (b) Termination by Subscriber. Subscriber may cancel the Subscription Service, with or without cause, at any time prior to its next billing cycle. Subscriber will be responsible for any charges already incurred. No refunds will be made for previously paid fees, except as otherwise set forth in this Agreement.
- (c) Termination by Company. Company may terminate this Agreement upon at least thirty (30) days' written notice prior to the end of a monthly or annual term, as applicable. Company may also terminate this Agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by Subscriber, subject to thirty (30) days prior written notice and opportunity to cure such breach. Company may also terminate an Authorized User's access to the Subscription Service, without notice, if the Authorized User breaches this Agreement or their employment or engagement with the Subscriber ends.
- (d) Effect of Termination. Upon termination of this Agreement, Subscriber and its Authorized Users' access to the Subscription Service will immediately terminate and Company may delete the Code from its system. Subscriber will promptly pay all outstanding amounts owed to Company, including any amounts owed for Services. Each party will promptly return to the other party all Confidential Information of the other party and delete any copies of such information or materials from its systems and files. Prior to termination of this Agreement, Subscriber may copy the Code content from the Subscription Service (currently this is a manual process). Sections 3(e), 3(f), 3(i), 5, 6(c), 7(d), 8, 9, 10, 11 and 14 will survive termination of this Agreement.

8. Confidential Information. The receiving party of any Confidential Information (i) shall not disclose the Confidential Information or any information derived therefrom to any person, other than employees and independent contractors with a need to know such information and who are obligated to keep such information confidential; or (ii) use the Confidential Information for any purpose, except as expressly permitted by this Agreement. The receiving party shall give Confidential Information at least the same level of protection as it gives its own information of similar sensitivity, but not less than a reasonable level of protection. Confidentiality obligations shall survive any termination of this Agreement.

9. Payment Data. The parties acknowledge and agree that any personal data of individuals received by Company from Subscriber or its Authorized Users is incidental to this Agreement, except for payment card information. All payment card information and other payment information of Subscriber ("Payment Data") will be processed by an independent third party payment processor. Company and its employees will not have access to Payment Data or store such data on its servers, other than minimal information such as the last four digits of a credit card or bank account. Company engages to use a qualified third party payment processing vendor that offers a token method or similarly secure method for payment and that has committed to comply with PCI DSS standards.

## 10. Warranties and Disclaimers.

- (a) Company Warranties. Company warrants to Subscriber as follows:
- (i) Company warrants, during the Term, that the Subscription Service and Software, when used properly and in accordance with its Documentation and this Agreement, will be free from a reproducible defect that materially adversely affects the operation of the Subscription Service or Software, as described in the Documentation.
- (ii) Company will use industry-standard, commercially reasonable efforts to keep Malicious Code out of the Software.
- (b) Exclusions. Company's warranties exclude non-performance issues that result from (i) modification of the Subscription Service or Software by Subscriber or any person or entity other than Company; (ii) defects or problems that are outside the reasonable control of Company, including defects or damage resulting from use of the Subscription Service in other than its normal and authorized manner; or (iii) Subscriber's or its Authorized Users' failure to comply with

due standards of care. Subscriber will reimburse Company for its reasonable time and expenses for any Services provided at Subscriber's request to remedy excluded non-performance issues.

- (c) **Remedies.** In the event of a breach of the above warranties, Subscriber shall contact Company's designated support personnel. As Subscriber's exclusive remedy and Company's sole obligation to Subscriber for any material defect in the Software or Subscription Service for which Company is responsible under the above warranties, Company shall use reasonable efforts to correct or cure any such defect, provided that it can be reproduced by Company. If Company cannot correct the defect within a reasonable time then, at Company's option, Company will replace the defective Software or Subscription Service with a functional equivalent or terminate this Agreement and refund any prepaid and unused fees for the defective Software or Subscription Service.
- (d) **Limitation of Warranties.** Except as expressly set forth herein or agreed in writing by an authorized official of Company, the Subscription Service (including the Software, Documentation and website) and all Company Services are provided "AS IS". COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, whether arising by law, by reason of custom or usage of trade, or by course of dealing.
11. **Limitations of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE FOR LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR USE OF THE SUBSCRIPTION SERVICE OR SOFTWARE, INCLUDING WHERE SUCH TYPES OF DAMAGES RELATE TO THE ACCIDENTAL OR UNLAWFUL DESTRUCTION, LOSS, ALTERATION, UNAUTHORIZED DISCLOSURE OF, OR ACCESS TO PERSONAL DATA TRANSMITTED, STORED OR OTHERWISE PROCESSED, REGARDLESS OF WHETHER COMPANY HAS NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY). COMPANY'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY SUBSCRIBER TO COMPANY DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. OPEN SOURCE COPYRIGHT HOLDERS HAVE NO LIABILITY TO SUBSCRIBER FOR ANY REASON. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. The above limitations may be superseded by law in some jurisdictions.
12. **Publicity.** Any press releases or other public statement regarding this Agreement may be made only with the other party's consent, which shall not be unreasonably withheld, except that a party may make public disclosures to the extent required by law or regulation, and Company is permitted to include Subscriber's name on subscriber lists that may be posted on Company's website or provided to potential subscribers and other third parties.
13. **Assignment and Acquisitions.** Neither party may assign or transfer this Agreement or any of its rights or duties hereunder to any third party without prior written consent of the other party, which may not be unreasonably withheld. However, a party may, upon written notice to the other party, assign this Agreement to a third party in connection with a merger with such third party or acquisition of all or substantially all of the assigning party's stock or assets to which this Agreement relates.
14. **General.**
- (a) **Entire Agreement; Amendment.** This Agreement, including Subscriber's Order(s), which are incorporated herein by reference, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or oral agreements or understandings with respect thereto. Any preprinted terms in a purchase order submitted by Subscriber are expressly agreed to be of no force or effect. This Agreement may not be amended except by a writing signed by authorized representatives of both parties.
- (b) **No Waiver.** Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.
- (c) **Choice of Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Utah. Should any dispute arise concerning this Agreement and/or Company's products or services, venue shall be laid in Salt Lake City, Utah. Utah state and federal courts shall have exclusive jurisdiction over any such dispute, and the parties hereby consent to the jurisdiction and venue of such courts.
- (d) **Severability.** If any provision of this Agreement is deemed invalid or unenforceable by a court or governmental authority, that provision shall be modified, if possible, to the minimum extent

necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remainder of this Agreement shall remain in full force and effect.

- (e) Export Compliance. Subscriber may not use, export or re-export any data, content or materials the Software in any form in connection with this Agreement in violation of U.S. export laws and regulations, or without first obtaining the appropriate U.S. and foreign government authorizations. Company controls the Subscription Service from our offices in the United States of America. Company makes no representation that the Company Materials are appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited.
- (f) Notices. All notices or other communications required under to this Agreement will be in writing and will be delivered personally, or mailed by registered or certified mail, return receipt requested, or sent by commercial overnight delivery service with provisions for a receipt, or sent by confirmed facsimile or e-mail, to the address of the receiving party set forth in the applicable Order or such other address a party may specify by written notice. Notwithstanding the foregoing, Subscriber specifically agrees to receive and/or obtain notices and communications from Company related to the Subscription Service in the form of electronic communications posted to the portal of the Subscription Service. Subscriber acknowledges that it is able to retain such electronic communications by printing them or downloading and saving them. Subscriber agrees that such electronic communications are reasonable and proper notice for the purpose of any applicable laws and regulations, including that communications be provided in writing and/or in a form that Subscriber may keep.
- (g) Independent Contractors. The parties are independent contractors. Subscriber is not an agent of Company and will not represent to any third party that it is an employee or agent of Company. Subscriber shall have no authority to enter into any contract on behalf of Company.
- (h) Injunctive Relief. Subscriber acknowledges that Company's intellectual property and Confidential Information is highly valuable to Company, that any breach with respect to confidentiality and/or use of such intellectual property, including any breach of any restrictions on use of the Subscription Service or the scope of the rights granted by Company herein, may severely damage Company, the extent of which damage would be difficult to ascertain and, therefore, that Company is entitled to seek, among other remedies, temporary and permanent injunctive relief and other equitable relief for any such breach, without the necessity of posting bond or other security, to the extent permitted by law.
- (i) Force Majeure. A party shall be excused from delays or failure to perform its duties (other than payment obligations) to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, or any other causes beyond its reasonable control. The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.
- (j) Compliance with Law. Company's provision of the Subscription Service and other Company Materials and services is subject to existing laws and legal process, and nothing contained in this Agreement limits Company's ability to comply with governmental, court and law enforcement requests or requirements, without liability.
- (k) Electronic Signatures. You agree that if you or your representative checks a box, draws, types or attaches your or their signature or any other text or image in a box or space associated with an Order or this Agreement, you are agreeing to be legally bound by such terms and conditions. You and Company agree that such actions shall constitute an electronic signature that shall have the same force and effect as an original signature.

1 PERRY CITY COUNCIL  
2 MEETING PERRY CITY OFFICES  
3 October 27, 2022

6:58 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 OFFICIALS ABSENT: None

12  
13 CITY STAFF PRESENT: City Administrator Robert Barnhill; City Recorder Shanna Johnson;  
14 Chief of Police Scott Hancey; City Attorney Bill Morris

15  
16 OTHERS PRESENT: Roger Timmerman (Utopia Fiber), Danny Henriquez, Daniel  
17 Stephens (Black Pine), Jason Roberts, Gene Stephens

18  
19 ON-LINE: Marc Fletcher, Nelson Phillips, Andy McCrady, Nate Mueller, and  
20 Melanie Barnhill

21  
22 **ITEM 1: CALL TO ORDER**

23 Mayor Jeppsen called the City Council meeting to order.

24  
25 **ITEM 2: PROCEDURAL ISSUES**

26 **A. Conflict of Interest Declaration**

27 None.

28  
29 **ITEM 3: PRESENTATION**

30 **A. UTOPIA Update**

31 Roger Timmerman of UTOPIA said it has been several years since he has given an update to Perry  
32 City. He mentioned that Jason Roberts is their CFO, who lives in Perry, and perhaps he can give  
33 more frequent updates. He gave a short history of UTOPIA, which started in 2004, and created for  
34 cities that committed a financial obligation to get a reliable fiber optic cable Internet line. He said  
35 they are an inter-local entity made up of cities that founded them with board representatives  
36 selected from these cities. He explained how the system works for citizens through the state and  
37 then mentioned a few awards the company had received. He said in 2008, several phases of  
38 infrastructure were refinanced, which created a \$185,000,000 33-year bond with a 2 percent  
39 annual increase to sales tax pledges that these cities owe. He recognized that UTOPIA had a bad  
40 implementation which created several financial and legal issues. Council Member Ostler and Tueller  
41 both commented on the financial planning of this project. Mr. Timmerman said the next generation  
42 UTOPIA wants to solve the problems that happened in the first phases. Their solution was to create  
43 a new program and the Utah Infrastructure Agency (UIA) was developed. The following description  
44 of UIA is from the Utopia website:

45  
46 Utah Infrastructure Agency (UIA) is a political subdivision of the state of Utah and  
47 was created in June of 2010 by nine Utah cities. The UIA network is connected to  
48 the Utah Telecommunications Open Infrastructure Agency (UTOPIA) fiber optic  
49 network pursuant to an Indefeasible Right of Use Agreement between UIA and  
50 UTOPIA, which grants UIA access to certain facilities of and capacity in the UTOPIA  
51 network. The UTOPIA network provides telecommunications services, support  
52 and management services as well as crucial infrastructure for the UIA network.  
53

54 Mr. Timmerman said that Utopia still owes the bond money but UIA is making revenue.  
55 Since they are sister entities UIA board members, in good faith, have agreed to help pay  
56 back some of original UTOPIA debt. Ms. Johnson questioned the debt and revenue in  
57 regards to the UTOPIA/UIA ownership. Mr. Timmerman said that Perry City took on the  
58 risk and has ownership of UTOPIA but UIA is the program which they are trying to grow  
59 and expand. He expressed that with this growth they plan to help more on the bond debt  
60 obligation.  
61

62 He mentioned a few new applications that UTOPIA/UIA offers. Then he pointed out that  
63 they now have 50,000 subscribers and that just under 900 subscribers are in Perry.  
64 Council Member Ostler asked if they knew the total of the construction cost incurred to  
65 put the infrastructure in Perry City. Mr. Timmerman said he didn't know but he did know  
66 it was a higher cost because of the rock on the benches of Perry. Council Member Ostler  
67 ask if he knew when the UTOPIA will be profitable and what was the profitability  
68 problem. They discussed the possibilities but came to the conclusion that it would be  
69 when the bond was paid.  
70

71 Mr. Timmerman explained the plan they have to accomplish paying the UTOPIA debt and  
72 the positive future of the program. He said they are doing a lot of marketing and he asked  
73 city staff members to always recommend UTOPIA to their citizens. Council Member Ostler  
74 then inquired if UTOPIA had plans to refinance the bond payment and Mr. Timmerman  
75 responded they are looking at different options. Ms. Johnson commented that while the  
76 payments to UTOPIA have been frustrating in the past, she appreciates this service to the  
77 community.  
78

#### 79 **ITEM 4: ACTION ITEMS (Roll Call Vote)**

##### 80 **A. Ordinance 22-L Zone Change for Black Pine LLC from NC3 to R1/3, located at 1025 W** 81 **3700 S, Parcel #02-038-00010; Applicant Benjamin Neff**

82 Mr. Barnhill noted that this zone change is a group of multiple individuals and partners and for the  
83 record, the applicant updated to White Pine Rocks LLC with Gene Stephens. He gave an overview of  
84 the proposed area for this zone change with a summary of the staff report. He pointed out that this  
85 request is for about a 6 acres area. He noted that there are 50 more acres zoned R1/3 that are  
86 involved in the potential development, but are not part of this zone change request. He said that  
87 previously the applicant worked with Planning Commission on a Development Overlay Zone, but  
88 shifted to request the R1/3 zone. He mentioned that the city has adopted a policy of not granting  
89 the R1/3 and R1 zones in order to encourage higher density through development agreements or

90 creative development. He said the city general plan does show this area as residential and after  
91 review that the Planning Commission approved this request.

92  
93 Council Member Walker asked if the housing along the highway still have direct access to the  
94 highway. Mr. Barnhill and Council Member Tueller responded that UDOT doesn't allow that  
95 anymore so the houses will use the established 3600 South or Hargis Hill Road to access the  
96 highway. They discussed fences for the residential homes being built along the highway. They then  
97 asked if a new plan for the development was available for review. Mr. Barnhill said they did submit  
98 a preliminary plan to the Planning Commission and received a contingent approval. Council  
99 Member Tueller asked if they are requesting more house allotments and if the lots will be 1/3 acres.  
100 Mr. Barnhill responded that the developers are going to follow the standard residential zone  
101 requirements. Council Member Ostler researched and read the following from section 15.18.050  
102 Design Standards of the municipal code.

103  
104 HIGHWAY 89, SOUTH OF 3000 SOUTH. Development adjacent to  
105 Highway 89 in this area should utilize frontage roads as much as  
106 possible rather than direct access to the highway. This area is envisioned  
107 to be predominately residential. Adjacent to the highway a significant  
108 landscape buffer with wide sidewalks shall be implemented.  
109 Landscaping shall be the predominant aesthetic feature when  
110 developments are viewed from the Highway. Development in this area  
111 should not interfere or create conflicts with the highway as a high speed  
112 and efficient vehicular corridor.

113  
114 Council Member Tueller continued the research and read the application for this design standard  
115 code.

116 APPLICABILITY. This chapter applies to all commercial, industrial, multi-  
117 family dwelling, and apartment developments; this includes, but is not  
118 limited to churches, schools, and other permanent site developments. This  
119 chapter does not typically apply to single family residential development or  
120 agricultural operations unless explicitly stated.

121  
122 Council Member Walker is concerned that there isn't a standard guide (throughout the city)  
123 for how they want the sides of the highway to look. Council Member Wright asked why the  
124 Planning Commission approved this request. Mr. Barnhill said he was not sure but gave his  
125 thoughts from the meeting. He recounted that it was to match the existing zone of the  
126 neighboring property and they focused on the city general plan for that area. Council  
127 Member Young commented that the plans showed a better layout for Hargis Hill Road but  
128 that doesn't pertain to the zone change request. They continued to discuss the look and  
129 amenity of the finished lots along the highway. Mr. Barnhill reminded them that what is  
130 written in code now is what the developer will be responsible to do. Council Member  
131 Tueller indicated that since the application had been submitted the council can't change the  
132 requirements to request specific landscaping designs along the highway lots.

133

134 Council Member Walker said he wants to see the development go forward but wants some  
135 type of development agreement giving controls on how it will look along the highway.  
136 Council Member Tueller asked City Attorney, Bill Morris about the legality of their decision  
137 with this zone change and a request for a specific design standard. Mr. Morris said they have  
138 raised some valid concerns on the city design standards for residential housing along the  
139 highway. He commented that to some extent the Legislature has taken the ability away from  
140 the city to do design standards. He said their option is to negotiate with the developer in a  
141 development agreement.

142  
143 One of the applicants, Daniel Stephens, commented that UDOT has setbacks and other  
144 requirements for any building along the highway. He also pointed out that these highway  
145 lots will be the front door to their development so they will make them appealing. Council  
146 Member Tueller, Council Member Walker and the developers discussed the UDOT setback  
147 requirements. Mr. Barnhill mentioned that there is approximately 780 feet of frontage along  
148 the highway. Council Member Walker asked the developer why they abandoned perusing  
149 the previous development agreement. Mr. Stephens responded that it was not cost effective  
150 when it became apparent that the Planning Commission didn't want the density to support  
151 the amenities they asked for. They then discussed in greater detail the UDOT setbacks, park  
152 strips, sidewalk widths, and other requirements. This discussion helped the council  
153 members with their concerns for the look of the lots from the highway and the added safety  
154 with the deceleration lanes.

155  
156 **MOTION:** Council Member Walker motioned to approve Ordinance 22-L Zone Change for Black  
157 Pine LLC from NC3 to R1/3, located at 1025 W 3700 S. Council Member Tueller seconded the  
158 motion.

159  
160 **DISCUSSION:** Council Member Wright asked for verification of the name of the partners for this  
161 zone change. Mr. Stephens said Black Pine is one of the partners and White Rock the owner of the  
162 property. Council Member Walker accepted the verification and Council Member Tueller said the  
163 second stands.

164  
165 **ROLL CALL:** Council Member Young, Yes  
166 Council Member Walker, Yes  
167 Council Member Ostler, Yes  
168 Council Member Wright, Yes  
169 Council Member Tueller, Yes

170  
171 **Motion Approved. 5 Yes, 0 No**

172  
173 **B. Ordinance 22-M Zone Change for Promontory Crossing LLC from IC to Industrial,**  
174 **located at 950 S 1600 W, Parcel #'s 03-236-0027; 03-236-0026, Applicant Marc Fletcher**  
175 Mr. Barnhill explained this application which includes two adjacent parcels totaling about 4.5 acres.  
176 In these two parcels there is 2.268 acres that the applicant wants to change to the manufacturing  
177 and industrial zone. He said the surrounding zone is Interstate Commercial and there are Federal  
178 lands to the west, Brigham City boundary to the east, with the I-15 corridor on the other sides. He

179 recounted that last year this property received a zone change with a condition that they follow the  
180 site plan. He said this application had a time limit on obtaining building permits but the time limit  
181 lapsed. Then since that time the city had adopted the over lay zone and the new process for  
182 development agreements. The applicant wants the parcel property zoned for Industrial as outlined  
183 (in the Land Use Chart). Council Member Ostler asked for clarification on the zone requested  
184 because the uses are different between the MI (manufacturing Industrial) and MIL (manufacturing  
185 industrial limited). Mr. Barnhill said that his computer was being serviced and he didn't have access  
186 to research this question right now but that he will verify with the applicant. For example, he  
187 showed a few uses in MI and MIL of the Land Use Chart. He then read from the staff report the  
188 following:

189

190 The general plan shows this area to be commercial and states, "Primarily  
191 commercial, these areas may have retail, service, office, and business uses in  
192 general. Light manufacturing may also be allowed in these areas. Multifamily  
193 residential uses should be selectively allowed in these areas." The General Plan  
194 also states the following about Manufacturing and Industrial areas.  
195 "Manufacturing and industrial zoning should be located in the south west area of  
196 the City along the freeway."

197

198 He pointed out that this is a legislative item and that Planning Commission did hold a  
199 public hearing then recommended approval.

200

201 Council Member Walker said he recalls this from last year and the applicant was planning on  
202 putting in storage units with a wall between the storage units and the front shopping/business  
203 area. This year if approved they will not be able to require the applicant build this dividing wall.  
204 Council Member Ostler pointed out that as is they have many other uses the applicant may do.  
205 Council Member Walker said if approved as requested it opens the door for different uses other  
206 than originally planned. Council Member Tueller said they have talked about the value of the land to  
207 the community and the present zone is what's in the master plan. He commented that if storage  
208 units are the plans for this area he doesn't feel that this is the best use of the property.

209

210 **MOTION:** Council Member Wright motioned to approve Ordinance 22-M Zone Change for  
211 Promontory Crossing LLC from IC to Industrial. Council Member Tueller seconded the  
212 motion.

213

214 Council Member Ostler asked for the clarification on the request from IC to MI or MIL zone. The  
215 applicant, Marc Fletcher commented that they were previously approved and a year isn't very long  
216 for the scope and complexity of this project. He said they have a commercial real estate team  
217 looking at bringing in 18,000 square feet of retail tenants. He mentioned the property isn't very  
218 great for retail and they are trying to work with the city on a project that provides a tax base of  
219 businesses into the community. He said the land previously was a wetland site and the water table  
220 is very low and the cost to bring in fill is high. They've tried to come up with a plan that can provide  
221 a benefit to the city while still providing something that works with the characteristic of the  
222 property.

223

224 **ROLL CALL:** Council Member Young, No  
225 Council Member Walker, No  
226 Council Member Ostler, No  
227 Council Member Wright, No  
228 Council Member Tueller, No

229

230 **Motion Failed. 0 Yes, 5 No**

231

232 **C. Ordinance 22-K Amending Swimming Pool Setbacks**

233 Mr. Barnhill said this ordinance amendment had been reviewed by Planning Commission and they  
234 held a public hearing on it. The amendment came because it was suggested by a citizen that was  
235 looking to place a swimming pool on his property. This person felt the setback to be restrictive  
236 especially on smaller lots and asked if there was flexibility with the ordinance. It then became a  
237 review project for Planning Commission and this were their suggestions. Mr. Barnhill read the  
238 changes requested in this ordinance as follows:

239

240 A residential/family swimming pool shall be permitted in the rear or side of a  
241 dwelling

242

243 The location of such family swimming pool or accessory machinery shall be ~~not less~~  
244 ~~that thirty-five feet (35') from any dwelling on an adjoining lot and not less than~~  
245 ~~ten feet(10') from any interior property line facing on a street shall not be less than~~  
246 the required ~~side yard~~ setbacks for and accessory building in that zone.

247

248 He mentioned that in most residential zones the accessory building setback is five feet. He  
249 said in the (Planning Commission) meeting the main concern with a change was safety. He  
250 noted the ordinance does require fencing around swimming pools. They then discussed the  
251 setbacks and types of fencing requirements.

252

253 **MOTION:** Council Member Wright motioned to approve Ordinance 22-K Amending  
254 Swimming Pool Setbacks. Council Member Young seconded the motion.

255

256 **ROLL CALL:** Council Member Young, Yes  
257 Council Member Walker, Yes  
258 Council Member Ostler, Yes  
259 Council Member Wright, Yes  
260 Council Member Tueller, Yes

261

262 **Motion Approved. 5 Yes, 0 No**

263

264 **D. Resolution 2022-17 Personnel Policy Update Regarding Tier 2 Retirement for**  
265 **Appointed Officials**

266 Ms. Johnson said that this resolution is changing the language regarding Tier 2 appointed officials.  
267 She explained that Utah Retirement Systems (URS) requires certain language in the city's policy  
268 regarding Tier 2 elected and appointed officials. In the recent audit it was discovered they need to

269 have a sentence stating that appointed officers are eligible for retirement. She said the amended  
270 sentence will read as the following:

271

272 Tier 2 appointed officers and employees are eligible for retirement if they work a  
273 minimum twenty-five (25) hours or more per week.

274

275 **MOTION:** Council Member Wright motioned to approve Resolution 2022-17 Personnel  
276 Policy Update Regarding Tier 2 Retirement for Appointed Officials. Council Member Walker  
277 seconded the motion.

278

279 **ROLL CALL:** Council Member Young, Yes  
280 Council Member Walker, Yes  
281 Council Member Ostler, Yes  
282 Council Member Wright, Yes  
283 Council Member Tueller, Yes

284

285 **Motion Approved. 5 Yes, 0 No**

286

## 287 **ITEM 5: DISCUSSION ITEMS**

### 288 **A. Development Update**

289 Mr. Barnhill said Box Elder School came to him to discuss development progress within the city. He  
290 did some research for them and will also present his findings with the council. He gave an overview  
291 of the recent Perry City developments as follows:

292

293 Mount Pleasant Estates; 21 single family lots  
294 Perry Landing; 34 single family, 20 multi-family  
295 Davis Creek Estate; 31 single family  
296 Harmony Cove; 2 single family, 20 multi-family  
297 The Mark at Lake Pointe; 18 multi-family  
298 Orchard Hill; 1 each 7-plex multi-family  
299 Perry Canyon; 2 each 8-plex

300

301 He said for a total of 104 multi-family and 88 single family. He expressed that in all 192 total family  
302 units are built or being built since the mid-2020. He mentioned that there are roughly 1,700 utility  
303 connection currently in the city. He then presented pending developments, which some might not  
304 be done or may have several phases built over the next ten years.

305

306 Bear River Mountain Apartment  
307 Pointe Perry Apartments  
308 Vintage Farms Townhomes; 15 multi-family  
309 Perry View Townhomes; 22 multi-family  
310 West Meadows; 87 single family, 8 multi-family  
311 Apple Ridge; 57 single family  
312 Olsen Orchards; 103 single family, 44 multi-family

313

314 He said it's interesting how the developments are naturally spread out throughout the city. He  
315 summarized the total pending developments as 237 apartments, 89 multi-family and 247 single  
316 family with an overall total of 573 pending units. He thought it was an interesting snapshot of the  
317 multi to single family ratio that building is moving towards. He said the census shows over three  
318 people per house hold. Based on this number the calculation comes out to almost 2,300 new people  
319 in our community, which is a 40 percent population increase. He noted that there might be other  
320 developments coming but this is a current snapshot of developments in Perry City.

321

322 The Council Members commented on the hard work Mr. Barnhill, the Planning Commission and  
323 others have done to create the city grid, which spreads housing growth throughout the city. They  
324 also mentioned they don't feel pressure to develop but they understand there is a need for  
325 affordable housing.

326

327 Mayor Jeppsen asked if the 40 percent increase brings the city to a halfway mark of a full build out.  
328 Council Member Tueller said he thought, according to the studies, the full build out was around  
329 13,000 - 15,000.

330

#### 331 **B. Fiscal Year 2023 Budget Update**

332 Ms. Johnson stated in compliance with state law she is presenting a first quarter Fiscal Year 2023  
333 budget update. She pointed out the notes on the bottom of the budget that show revenue and  
334 expenditures from Fiscal Year 2022 are still included in the totals presented. She said as they  
335 prepare the financial statement for the year-end audit, adjustments will be made to remove the  
336 revenue and expenditures associated with Fiscal Year 2022. She explained that usually in January  
337 the City receives property tax revenue, which will increase revenues in the General Fund  
338 considerably.

339

340 Shanna Johnson reported that this budget update is through the end of September and we are  
341 currently 25% through the budget year. Shanna advised that the City has collected 21% in general  
342 fund revenues. The Utility fund has collected 26% of planned revenues, the Sewer Fund collected  
343 26% of projected revenues, and Utility Fund Non-Operating Revenue is showing 41% collected due  
344 to higher than expected building fees.

345

346 Ms. Johnson advised that General Fund Expenses are at 22% of budget. The Utility fund has  
347 expended 30.6% of the budget and is trending high due to unexpected water leaks; a budget  
348 amendment may needed to address this. Ms. Johnson noted that the Sewer fund has spent 19.1% of  
349 their budget.

350

351 Council Member Walker asked about audit adjustments and impact fees. Ms. Johnson said the things  
352 that will be impacted are things like sales tax that comes in on a two-month lag. She noted that  
353 impact fees are collected at the moment so they are going to stay. Council Member Walker made  
354 this comment because the budget shows the city is at nearly 50 percent of projected revenue in the  
355 first quarter. Ms. Johnson said this is similar to last year and is due to the growth in the city. She  
356 continued explaining there are one time charges or seasonal expenditures in this quarter budget  
357 and some expenses that will be pulled back to Fiscal Year 2022 (which now shows higher

358 percentages on these accounts). She mentioned that because of the many water leaks this past  
359 summer she is concerned about the Utility Fund account.

360

361 Ms. Johnson finished the budget review by stating the city as collected 7.81% more sales tax than  
362 the prior year at this time. She advised that a detailed budget update was sent to the council in  
363 email.

364

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

### 366 **A. Approval of Consent Items**

- 367
  - October 13, 2022 Council Meeting Minutes

368

369 Council Member Walker said that the language on Line 173 should be update to say, “They should  
370 develop a five year plan and from that they derive a metric that they can use to assess their  
371 progress.”

372

373 **MOTION:** Council Member Walker made a motion to approve consent items with the  
374 correction mentioned. Council Member Wright seconded the motion.

375

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

377

### 378 **B. Mayor’s Reports**

379 Mayor Jeppsen said they had the fourth quarter employee recognition luncheon. He mentioned that  
380 Chief Hancey received the Quarterly Excellent Award for the great job he’s been doing. They gave  
381 out tenure awards to John Oylar for 30 years and Jason Schmidt for 5 years of work at Perry City.

382

383 Council Member Wright asked for them to expound on why Chief Hancey received this award. Ms.  
384 Johnson who nominated him said he demonstrates great leadership in the police department,  
385 works hard to get grant money, has a good rapport with his guys (team), and has brought in  
386 applicants to Perry from outside agencies. They all thanked Chief Hancey for his efforts and service.

387

### 388 **C. Council Reports**

389 All Council Members said they had nothing to report.

390

### 391 **D. Staff Comments**

392 Mr. Barnhill gave an update on the Lodge building. He said the designer indicated that the second  
393 week in November they should go out for bid that has a tentative contractor completion date for the  
394 end of May. He mentioned that things may change but for now he has detailed remodel plans of the  
395 Lodge available to view. Next, he remarked that during the Utopia meeting someone mentioned a  
396 city member should be on the board. So he suggested if any of the council members are interested  
397 in being on the Utopia board they may talk to the mayor. They noted that Todd Christensen has  
398 been on the board for a long time and perhaps a change is due.

399

400 Ms. Johnson apologized for the zoom connection error that occurred earlier.

401

402 Chief Hancey reported that he added a crime update in the November city newsletter for the  
403 community to view. He pointed out that his officers have documented 176 times that they've gone  
404 into the elementary schools (for goodwill). He said (to have police presence and get good rapport)  
405 he requires the officer on shift to go into the two schools twice a day.

406

407 **E. Planning Commission Report**

408 None.

409

410 Mr. Morris congratulated Chief Hancey. He then said he received a call from the Attorney General  
411 Office of Regulatory Relief. They called because Perry City participates in Brigham City's towing  
412 contract. He said Brigham City changed the contract and now the state is saying they need us to  
413 follow through with the amendment to include Perry City. He explained that council will received a  
414 resolution with a towing agreement. He expressed if we don't like it then the city will have to get  
415 their own towing contract. He said the Brigham City contract looked good and if we want (the  
416 service) we'll need to sign up with them on this contract.

417

418 **ITEM 7: ADJOURNMENT**

419 **MOTION:** Council Member Tueller proposed to adjourn the meeting.

420

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

422

423 The meeting adjourned at 9:32 p.m.

424

425

426 \_\_\_\_\_  
Shanna Johnson, City Recorder

427

428

429

430 \_\_\_\_\_  
Anita Nicholas, Deputy Recorder

\_\_\_\_\_ Kevin Jeppsen, Mayor

1 PERRY CITY COUNCIL  
2 MEETING PERRY CITY OFFICES  
3 November 10, 2022

7:01 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, and Council Member Ashley Young.

9  
10 OFFICIALS ABSENT: Council Member Dave Walker

11  
12 CITY STAFF PRESENT: Robert Barnhill, City Administrator  
13 Chief of Police, Scott Hancey,  
14 City Attorney, Bill Morris  
15 Shanna Johnson, City Recorder

16  
17 OTHERS PRESENT: Danny Henriquez, Cory Bennion (Mosquito Abatement)

18  
19 ON-LINE: Nelson Phillips (BENJ), Melanie Barnhill

20  
21 **ITEM 1: CALL TO ORDER**

22 Mayor Jeppsen welcomed everyone and called the City Council meeting to order.

23  
24 **ITEM 2: PROCEDURAL ISSUES**

25 **A. Conflict of Interest Declaration**

26 None

27  
28 **B. Appointment**

29 • **Utopia Board Member to Represent Perry City**

30 Mayor Jeppsen thanked Todd Christensen for serving Perry City for five years on the Utopia board  
31 and said that they will be making an appointment for that board seat this evening. He then  
32 proposed to the council to appoint Robert Barnhill, the City Administrator as the Utopia board  
33 member.

34  
35 **MOTION:** Council Member Tueller made motion to appoint Bob Barnhill to represent Perry  
36 City on the Utopia Board. Council Member Wright seconded the motion.

37  
38 **ROLL CALL:** Council Member Young, Yes  
39 Council Member Walker, Absent  
40 Council Member Ostler, Yes  
41 Council Member Wright, Yes  
42 Council Member Tueller, Yes

43  
44 **Motion Approved. 4 Yes, 0 No, 1 Absent**

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**ITEM 3: PRESENTATION**

**A. Box Elder County Mosquito Abatement Report by Cory Bennion**

Mr. Bennion presented an annual report and notice of a property tax increase. He thanked everyone for letting him serve the city for the past 21 years. Then he said it has been a challenging year and mentioned that mosquito season is July 24 through the end of August. He explained they had a tough season due to long dry spell that ended with late monsoonal rains. He indicated this dramatic change in the season caused their maintenance schedule to be off. He said the district had been responsive in treating for special events or as requested but it was operating under difficult conditions. He pointed out to treat the mosquitos they fog the area using trucks, ATV's, and aerial drones. Then if needed they may use an airplane to spray but it is extremely expensive. He then commented that there was a District Director, Randy Sessions, who has been there for 22 years and is a wealth of knowledge if they need more information about mosquitos.

He also noted that because of rising costs the last few years have been challenging. He remarked that their last tax increase was in 2016. He said their spraying material cost and treatment have increased by 25% during this time. He mentioned they had a Public Hearing for a tax increase on Election night and the final decision will be in the December 6, meeting. He said they did have a few citizens attend to express their thoughts and he reported they were not combative comments. He said to cover costs the Box Elder Mosquito Abatement District is proposing to increase the property tax revenue. He said for example, the increase to a resident that has a \$404,000 house will change from \$35.55 to \$44.44 which is \$8.89 a year or for a \$404,000 business the tax will go from \$64.64 to \$80.80 which is \$16.16 per year. If the proposed budget was approved the Box Elder Mosquito Abatement District would increase its property tax budgeted revenue by 25% above last year's property tax.

Mayor Jeppsen asked if there was an automated schedule for spraying mosquitos or if it is by request only. Mr. Bennion said they do have a schedule. He pointed out that Box Elder is the second largest geographically and the wettest county in the State of Utah. He also noted that they can't spray on or near the bird refuge that is the largest source for mosquito growth within the county. He explained that mosquitos may travel approximately 25 miles per night looking for a blood meal. He highlighted that they are able to track data via GPS tracking on the spray treatments and this helps with their control. He said there are four trap areas in Perry City where they collect mosquitos to test for West Nile virus. He said treatments based on trap counts are checked each week. He said he was happy to report that there haven't been any human cases of West Nile this year. He noted that in addition to the scheduled spraying they do individual spray requests. He said even though they had the highest amount of calls for individual or special request this year they were able accommodate all requests.

Mayor Jeppsen requested that the Box Elder Mosquito Abatement District provide the city articles about mosquito prevention so we may put the information in the Perry City newsletter. Mr. Bennion said that the residents do have an important role in helping to prevent mosquitos and he will get this information to them.

89 Council Member Wright asked what made this year more different for the Box Elder Mosquito  
90 Abatement District than any other year. Mr. Bennion explained that because we had a long dry time  
91 at the beginning and throughout the majority of the summer, then we received a lot of rain quickly  
92 they couldn't keep up with spraying all the wet areas. Mr. Bennion said for your information it is  
93 only the female mosquitos that bite. They then discussed further why they can't spray around the  
94 bird refuge.

95

96 In closing, he thanked them for having him there and then mentioned he was in his 21<sup>st</sup> year of  
97 serving. He said he is at the end of his four-year term and will be happy to serve another four years  
98 again unless Mayor Jeppsen wants a change. Mayor Jeppsen said he appreciates Mr. Bennion's  
99 service and him giving them this report.

100

101 **ITEM 4: ACTION ITEMS (Roll Call Vote)**

102 **A. Resolution 2022-18 PTIF Account Authorized Individuals**

103 Ms. Johnson said that Ms. Eddington retired and the city needed to update the Certification of  
104 Authorized Individuals form for the City's Public Treasury and Investment accounts. She said this  
105 update requires a resolution be brought before the council. This resolution lists the authorized  
106 persons for the public treasury investment fund accounts. Said explained these accounts contain  
107 the property and sale tax, etc. that come from the state, which stay in the accounts unless there is a  
108 need for use. She said the authorized individuals have been updated to Tyra Bischoff and herself,  
109 Shanna Johnson as the people on the state provided form and once approved it is ready to send  
110 back to the state.

111

112 **MOTION:** Council Member Wright made a motion approve Resolution 2022-18 PTIF  
113 Account Authorized Individuals. Council Member Tueller seconded the motion.

114

115 **ROLL CALL:** Council Member Young, Yes  
116 Council Member Walker, Absent  
117 Council Member Ostler, Yes  
118 Council Member Wright, Yes  
119 Council Member Tueller, Yes

120

121 **Motion Approved. 4 Yes, 0 No, 1 Absent**

122

123 **B. Resolution 2022-19 Towing Sandbox Agreement**

124 City Attorney Bill Morris said he received a call from the Attorney General's Office and they said  
125 Perry City needed to participate in a towing sandbox agreement. He explained that the city police  
126 department has a need for towing services such as when someone gets in an accident, DUI's, or  
127 illegally parked vehicles. He said the towing industry is very competitive so the state created a  
128 towing sandbox agreement through the Utah Office of Regulatory Relief. He said that we were  
129 piggy-backing off of Brigham City and using the same towing provider. He said Brigham City went  
130 into the Sandbox Agreement with the state and now Perry City also needs to sign on the agreement.  
131 He said the resolution is before them along with a copy of the amended agreement. Council Member  
132 Tueller asked why Perry City Police Department originally signed on this agreement. Chief Hancey  
133 said there are disputes of the statutory definitions and this helps and protects the police

134 department. Mr. Morris said going through the Office of Regulatory Relief is the easiest way to  
135 handle the stress and liability on this issue.

136

137 Council Member Tueller asked if there is only one company they will work with. Chief Hancey said  
138 the officer will only need to call TowPro (who dispatches many different companies) and they will  
139 manage the paperwork and logistic to get the tow truck needs of the officer. Mayor Jeppsen asked  
140 who pays the cost. Chief Hancey said that Brigham City pays for the TowPro LLC service and the  
141 tow operator also passes on a service fee to the automobile owner; however, Perry City will have a  
142 fee for this service.

143

144 **MOTION:** Council Member Wright made the motion to resolution 2022-19 Towing Sandbox  
145 Agreement. Council Member Young seconded the motion.

146

147 **ROLL CALL:** Council Member Young, Yes  
148 Council Member Walker, Absent  
149 Council Member Ostler, Yes  
150 Council Member Wright, Yes  
151 Council Member Tueller, Yes

152

153 **Motion Approved. 4 Yes, 0 No, 1 Absent**

154

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

### 156 **A. Approval of Consent Items**

- 157 ▪ October 27, 2022 Work Session Minutes
- 158 ▪ October 27, 2022 Council Meeting Minutes

159 Ms. Johnson said the regular council meeting minutes were just received and haven't be proof read  
160 and not available to for approval.

161

162 **MOTION:** Council Member Wright made a motion to only approve the October 27, 2022  
163 Work Session Minutes. Council Member Young seconded the motion.

164

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

166

### 167 **A. Mayor's Reports**

168 Mayor Jeppsen said he and Mr. Barnhill met with the Brigham City mayor and City Administrator  
169 concerning borderline adjustments on the north side of Perry. He said the fire contract we have  
170 with Brigham City was also discussed. This contract will need to be budgeted in our next year's  
171 budget process.

172

### 173 **B. Council Reports**

174 Council Member Young and Council Member Ostler both said they didn't have anything to report.

175

176 Council Member Wright commented that he voted on Tuesday and was not very happy about his  
177 options.

178

179 Council Member Tueller asked if next year they could follow up on the UTA tax. He also asked if  
180 they may tackling it and or have a path forward for it. Mr. Barnhill responded that it was on pause  
181 while they were working on getting money for other specific projects but they may revisit this path.  
182 Mayor Jeppsen asked if anyone knew the deadline to get it on the ballot, but said he will check with  
183 Mr. Morris and do something on it. Council Member Ostler asked if the transit money had been  
184 approved and if it was in the (city account) bank. Mr. Barnhill said the funds have been approved by  
185 the county but is not in our bank. He said he has been working with the county on this issue and is  
186 in process.

187 They discussed if they may re-appropriate these tax funds. Mr. Morris explained the state sales tax  
188 program and the options the city's legislative body may access. Council Member Tueller then asked  
189 several questions regarding the tax process and Mr. Morris answered that sales tax is set by the  
190 State; the city cannot increase the sales tax rate only property tax.

191

### 192 **C. Staff Comments**

193 Chief Hancey from the Police Department said he needed to notify the council their intent to  
194 purchase certain items. He said that law enforcement may request surplus military equipment from  
195 the Federal Government. He disclosed that the Police Department has four rifles that they have  
196 received from the LESL program. He explained it was recently mandated that the department heads  
197 notify the governing bodies for military equipment they may request in the future. In order to use  
198 the program he said he have to declare these things (items). He then presented a list of items that  
199 will be requested for the council to review and to give notice to all the council members.

200

201 Mr. Barnhill said he didn't have anything comments.

202

203 Ms. Johnson mentioned that Public Works Director, Zach Allen wasn't able to attend the meeting  
204 but will be at the next meeting. She indicated that they all should have received an invitation to the  
205 Perry City holiday dinner. This holiday party is for city staff and elected officials and will be on  
206 December 15, at 6:00 p.m. She also asked that they please let her know by November 30, if they will  
207 attend the party. She noted that there would be one more council meeting on the second Thursday  
208 in December to close out this year.

209

### 210 **Planning Commission Report**

211 None.

212

### 213 **ITEM 6: ADJOURNMENT**

214 **MOTION:** Council Member Tueller proposed to adjourn the meeting. Council Member  
215 Wright second the motion.

216

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

218

219 The meeting adjourned at 7:56 p.m.

220

221

---

222 Shanna Johnson, City Recorder

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Kevin Jeppsen, Mayor

223

224  
225  
226

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Anita Nicholas, Deputy Recorder

DRAFT

## Staff Report

December 8, 2022

Perry City Council



### Consent Items – Annual Routine Approvals

#### Summary

Each Year the Council is presented with routine approval items. Our City Attorney suggested these be listed as consent items this year as the items are routine and should not require too much discussion. Items include:

- 2023 Meeting Schedule: This details the planned Planning Commission and City Council meetings for the coming year.
- 2022 Fraud Risk Assessment: This assessment is completed each year to review our financial practices and determine a risk level for fraud. Our prior year score was 330, we have improved by 20 points this year to 350 (low risk); this improvement is a result of us promoting a fraud hotline.
- Impact Fee Plan for FY2023-2027: Each year staff works with the City Engineer to come up with a plan for the use of impact fees on hand. State law requires that these fees are spent within 6 years of being collected and also requires an annual review and submittal of an Impact Fee Plan, this plan can change each year if needs should change.

Please review this information and let me know if you have any questions.

Thank you,  
Shanna Johnson

**PERRY CITY 2023 MEETING SCHEDULE**  
**CITY COUNCIL MEETINGS (7:00 P.M.)**

January 12 and 26	July 13 and 27
February 09 and 23	August 10 and 24
March 09 and 23	September 14 and 28
April 13 and 27	October 12 and 26
May 11 and 25	November 09
June 08 and 22	December 14

**Meetings will be held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of the month.  
There will only be one meeting held in November and December.**

**PLANNING COMMISSION MEETING SCHEDULE (7:00 P.M.)**

January 05	July 06
February 02	August 03
March 02	September 07
April 06	October 05
May 04	November 02
June 01	December 07

**Meetings will be held the 1<sup>st</sup> Thursday of the month.**

Check the Box Elder News Journal, the Public Meeting Website ([utah.gov/pmn](http://utah.gov/pmn)), Perry City Website, or the City Office for specific start times. Meeting dates and times are subject to change.

# Fraud Risk Assessment

Continued

\*Total Points Earned: 350 /395 \*Risk Level: Very Low Low Moderate High Very High  
 > 355      316-355      276-315      200-275      < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	yes	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	yes	5
b. Procurement?	yes	5
c. Ethical behavior?	yes	5
d. Reporting fraud and abuse?	yes	5
e. Travel?	yes	5
f. Credit/Purchasing cards (where applicable)?	no	5
g. Personal use of entity assets?	yes	5
h. IT and computer security?	yes	5
i. Cash receipting and deposits?	yes	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	yes	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	yes	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	no	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training ( <a href="http://training.auditor.utah.gov">training.auditor.utah.gov</a> ) within four years of term appointment/election date?	yes	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	yes	20
7. Does the entity have or promote a fraud hotline?	yes	20
8. Does the entity have a formal internal audit function?	yes	20
9. Does the entity have a formal audit committee?	no	20

\*Entity Name: Perry city

\*Completed for Fiscal Year Ending: 2022 \*Completion Date: 11/22/2022

\*CAO Name: Mayor Kevin Jeppesen \*CFO Name: Shanna S. Johnson

\*CAO Signature:  \*CFO Signature: 

\*Required

# Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	✓			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".			✓	
4. Are all the people who have access to blank checks different from those who are authorized signers?			✓	
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	✓			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	✓			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	✓			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	✓			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	✓			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			

\* MC = Mitigating Control

**PROJECTED EXPENDITURES**

**Perry City  
Impact Fee Schedule  
Projected Expenditures of Impact Fees on Hand  
FY Ended June 30, 2022**

	FY2023	FY2024	FY2025	FY2026	FY2027	Impact Fees By Project	Proof S/B zero
<b>Police</b>							
New Public Safety Bldg or addition	\$ 6,109.79					\$ 6,109.79	\$0.00
<b>Fire</b>							
New Public Safety Bldg or addition	\$ 6,426.84					\$ 6,426.84	\$0.00
<b>Park</b>							
Parks Equipment	\$ 356,407.51					\$ 356,407.51	
Impact Fee Study	\$ 20,000.00					\$ 20,000.00	
1200 West Central Trail	\$ 27,500.00					\$ 27,500.00	\$0.00
<b>Water</b>							
Hwy 89 Line Upsize 2700 to 3000 S Nielsen Well & Tank	\$ 18,900.00			\$ 239,846.55		\$ 18,900.00 \$ 239,846.55	\$0.00
<b>Storm Drain</b>							
Highway 89 3600 S Hwy Drainage Crossings		\$ 80,000.00				\$ 80,000.00	
1200 W North to 1100 South			\$ 285,230.62			\$ 285,230.62	\$0.00
<b>Totals by Fiscal Year</b>	<b>\$ 435,344.14</b>	<b>\$ 80,000.00</b>	<b>\$ 285,230.62</b>	<b>\$ 239,846.55</b>	<b>\$ -</b>	<b>\$1,040,421.31</b>	<b>\$0.00</b>