

PERRY CITY PLANNING COMMISSION

REGULAR MEETING AGENDA

October 2, 2025

7:00 pm regular meeting

1950 S Hwy 89 Perry, UT

The meeting will be open to the public.

“Electronic Meeting” Web/Teleconferencing will be used.

The Perry City Planning Commission will hold a meeting on the Thursday identified above, starting at approximately 7:00 PM, at 1950 S Hwy 89. Members of the public may attend the meeting in person or may view the meeting via Zoom at the following link <http://www.perrycityut.gov/whats-new.htm.htm>. **To participate in the meeting, you must attend in person.** Agenda items may vary depending on length of discussion, cancellation of scheduled items, or agenda alteration.

1. 7:00 p.m. – Call to Order and Opening Ceremonies

A. Declare Conflicts of Interest, If any

2. Action Items

**A. Ordinance 25-N Zone Change Request to add Development Overlay
Zone located at 910 S 1600 W & 950 S 1600 W Parcel #'s 03-236-0026 & 03-236-0027 Applicant: Jeremy Whittaker**

**B. Public Hearing: Ordinance 25-Q Zone Change Request from
Agriculture to R 1/3 with Development Overlay Zoning District
with a Development Agreement located at approximately 1472 W
Davis Drive Parcel #'s 03-157-0119, 03-157-0156 & 03-157-0124
Applicant: Brett Jones**

3. Approval of the Minutes

A. September 4, 2025

4. Discussion

A. Future Projects

B. Report on past-approved Planning Commission Agenda Items

C. Report from Commissioner regarding previous Council Meetings

**D. Make Assignments for Representative to Attend City Council
Meetings
(October 9th and 23rd)**

5. Training

A. Staff

6. Review Next Agenda and Adjourn

A. Items for November agenda (next meeting November 6, 2025)

B. Motion to Adjourn

Certificate of Mailing

The undersigned duly appointed official hereby certifies that a copy of the foregoing agenda was sent to each member and alternate member of the Planning Commission and other designated City Officials and was posted in these locations: The Perry City Offices, Centennial Park, Perry City Park; Perry City Website; and State Website; on this 22nd Day of September 2025. An individual requiring auxiliary services should contact the City Offices at least 3 days in advance (435-723-6461).

Tyra Bischoff, Planning Secretary

Rules for Public Hearings/Comments:

- (1) Please speak only once (maximum of 3 minutes) per agenda item.
- (2) Please speak in a courteous and professional manner.
- (3) Do not speak to specific member(s) of the Planning Commission, staff, or public (please speak to the Chair or to the Commission as a group).
- (4) Please present possible solutions for all problems identified.
- (5) Action will not be taken during this meeting if the item is not specifically on the agenda.

Perry City Community Development

JKK Management care of
Jeremy Whittaker

07/09/2025 - 07/08/2026

Zone Change Application

Zone Change

6331962

d145fc70-5b88-11f0-b128-e7846bb56aac

Active

Under Review

Application Review Status

Pre-Review	Received	
Community Development	Not Reviewed	07/07/2025
Final-Review	Not Reviewed	

Fees		Payments		
Zone Change	\$400.00	07/09/2025	Online	\$400.00
Subtotal	\$400.00	Total Paid		\$412.00
Processing Fee	\$12.00			
Total	\$412.00			
Amount Paid	\$412.00			
Total Due	\$0.00			

Application Form Data

(Empty fields are not included)

Name

JKK Management care of Jeremy Whittaker

Phone Number

(801) 657-0479

Email

jeremy.whittaker@comcast.net

Mailing Address

2110w 13730s

Interest in Property

Agent or Authorized Representative

Owner Agent Authorization

 **Agent authorization.pdf**

Property Address

910 and 950 South 1600 West, Perry, UT, 84302

Property Serial #

03-236-0026 and 03-236-0027

Current Zoning Designation

Interstate Commercial

Proposed Zoning Designation

Development Overlay District

Purpose of Request

To permit construction of storage units on the rear portion of the property through a development agreement

Conformance with the Perry City General Plan

The general plan allows for variances to the zoning. The variance granted will allow for development in the front portion of the property that falls in line with Perry City's future plan with storage units in the rear of the property.

Additional Information

 **JKK Development Agreement.pdf**

 **Revised Perry Site Plan.pdf**

Will the zone change request be tied to a specific development plan?

Yes

Signature

I agree that the facts stated in this application are true, and upon changes I will provide notification as needed.

Jeremy Whittaker - 07/07/2025 5:19 pm

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is made and entered into effective as of the 7th day of July, 2025 (“**Effective Date**”) by and between Jeremy Whittaker of JKK Management, an individual (the “**Developer**”) and Perry City (the “**City**”), a municipality and political subdivision of the State of Utah.

RECITALS

A. The Developer may in the future acquire two adjacent properties, Parcels 03-236-0026 and 03-236-0027, comprising approximately 4.5 acres of land located in the Pointe Perry area at 950 South 1600 West, Perry City, UT 84302 (the “**Site**”).

B. The Developer is seeking to build a commercial development on the Site with a two retail/restaurant drive through pad sites, storage units and office for storage units and a car wash. (the “**Project**”). The Developer intends to develop the Project as one or more subdivision(s) consisting of four (4) phases over the course of approximately five (5) years. The Project will be subject to this Agreement as further described below.

C. The City, acting pursuant to its authority under Utah Code Ann. Section 10-9a-101, *et. seq.*, in compliance with the Perry City Land Use Ordinance, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, has made certain determinations with respect to the proposed Project and therefore has elected to approve and enter into this Agreement in order to advance the policies, goals, and objectives of the City, and the health, safety, and general welfare of the public.

D. The City desires that the Project be constructed on an accelerated timeline with the deadlines set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the City hereby agree to the following:

ARTICLE I DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including its Exhibits.

1.1 “**City**” means Perry City, a body corporate and politic of the State of Utah, with a principal office located at 3005 South 1200 West, Perry, UT 84302. City shall include, unless otherwise provided, any and all of the City's agencies, departments, officials, employees or agents.

1.2 “**City Council**” means the Perry City Council.

1.3 “**City Code**” means the Municipal Code of Perry City, Utah.

1.4 “**Concept Plan**” means the Concept Plan for the Project attached hereto as “**Exhibit A**,” and incorporated by this reference.

1.5 “**Developer**” means JKK Management C/O Jeremy Whittaker, with a mailing address of 2110 West 13730 South, Riverton, UT 84065, or any successor-in-interest.

1.6 “**Planning Commission**” means the Perry City Planning Commission.

ARTICLE II CONDITION PRECEDENT

2.1 City Council Approval Required. This Agreement does not take effect until the City Council has approved this Agreement by ordinance or resolution adopted in an open and public meeting, following a public hearing.

ARTICLE III PRELIMINARY PROVISIONS

3.1 Property Affected by this Agreement. A map identifying the Site, together with the legal description of the properties to which this Agreement applies, is attached hereto as “**Exhibit B**,” and incorporated by this reference.

3.2 Development Rights. The approval of this Agreement will entitle the Developer to develop the Project in conformance with the Concept Plan, subject to Developer following all applicable City Code provisions and processes, including, by way of example and not limitation, site plan approval, site plan amendment, plat approval, etc. The development rights described in this Section 3.2, and Sections 3.3 thru 3.6 constitute the “**Vested Rights of Developer**.”

3.2.1 All development of the Project must be in compliance with all applicable City Codes in effect as of the Effective Date. Variations to the Concept Plan such as exact building or parking locations, phasing, and changes to building size or improvement layout, may be effected by the Developer subject to following all applicable City Code requirements relating to City Council or Planning Commission approval.

3.2.2 The City acknowledges and agrees that development of the Project may proceed in the following phases:

- a. Site development for entire site.** Developer will obtain all necessary permits from the City for Site development, including permits for grading and drainage of the Site, installation of all utilities, parking and common area for the entire Project within 24 months of obtaining a zone change through the Perry City Council. Paving and parking to be completed to include all pavement and parking areas west of Point

perry drive, all parking in the south portion of the project and all paving for access for common areas, storage areas and car wash areas. Parking and paving for the Pad Sites to be completed at the time of construction of the pad sites. Developer intends to complete these improvements within 12 months from obtaining necessary permits.

- b. Storage Construction.** Developer will obtain all necessary permits from the City of Perry for the completion of any improvement not completed as part of the site development including paving and parking area, the construction of all storage unit facilities including retail office areas within 24 months of obtaining a zone change through the Perry City Council. Developer intends to complete these improvements within 12 months from obtaining necessary permits.
- c. Car Wash Construction.** Developer will obtain all necessary permits from the City of Perry for the completion of any improvements not completed as part of the site development including paving and parking area, the construction of all car wash areas within 36 months of obtaining a zone change through the Perry City Council. Developer intends to complete these improvements within 12 months from obtaining necessary permits.
- d. Build to Suit Pad Site 1 (.55 Acres) Construction.** Developer will obtain all necessary permits for the construction of all buildings, structures and amenities on this site within 48 months of obtaining a zone change through the Perry City Council. Developer intends to complete these improvements within 12 months from obtaining necessary permits. Developer intends to market this site as a build to suit and is willing to build on speculation without and intended tenant if an arrangement is not completed within the necessary time frame.
- e. Build to Suit Pad Site 2 (.51 Acres).** Developer will obtain all necessary permits for the construction of all buildings, structures and amenities in this pad site within 60 months of obtaining a zone change through the Perry City Council. Developer intends to complete these improvements within 12 months from obtaining necessary permits. Developer intends to market this site as a build to suit and is willing to build on speculation without an intended tenant if an arrangement is not completed within the necessary time frame.

3.2.3 Notwithstanding anything herein to the contrary, not later than thirty (30) days prior to the expiration of the time to obtain a building permit for each phase of the Project, Developer may seek to extend the time to obtain a building permit for a period of up to six (6) months by submitting to the City Council a written request for an extension

of time setting forth the reasons why an extension of time is needed. The City Council shall set the request for hearing at the next City Council meeting. Approval of the extension shall not be unreasonably withheld.

3.2.4 The City recognizes that as the land use authority it has ultimate control over the timing of the development of the Project. The City also desires that the Project be constructed on an accelerated timeline, as set forth herein. Accordingly, the City will approve for recordation any final plat for each phase of the Project that is consistent with applicable City ordinance, the Concept Plan, the preliminary plat, and this Agreement within 30 days of its submission by Developer. City approval of the final plat for each phase shall entitle Developer to proceed with the development of individual phases, provided that Developer complies with all City bonding and/or recording requirements.

3.2.5 Developer may provide in each phase the logical extension of the parking and access road system, infrastructure, and utilities considering the Project as a whole, in compliance with the terms of this Agreement and the other applicable City ordinances and regulations. Placement of the utility infrastructure will be specified in the final plat of each phase.

3.3 Signage. The Project shall be permitted to have a sign on the I-15 frontage and a sign on the 1600 West Street frontage, subject to compliance with all applicable City Code provisions, substantially in the locations identified, respectively, in the attached “**Exhibit C**” (the “**Highway Signs**”). Developer shall be solely responsible for acquiring the necessary property rights for the Highway Sign(s), other signage described in the paragraph, and all other aspects of the Project.

3.4 Fees. Developer agrees to pay all applicable development fees of the City, legally in effect uniformly throughout the entire City, as they exist on the applicable date when payment is due. Developer agrees not to challenge, contest, or bring judicial action seeking to avoid payment of or to seek reimbursement of those fees so long as the fees are uniform and calculated accurately according to applicable State law and City ordinance. The City will only assess Developer those fees as are applied uniformly throughout the City and properly assessed under applicable City ordinance and State law.

3.5 Infrastructure and System Improvement Scope and Cost. Developer acknowledges that the Project will require essential infrastructure. Developer is required, at Developer’s sole expense and effort, to construct such infrastructure and system improvements in the size, scale, magnitude and capacity required by the Project, applicable provisions of the City Code. If the City requests or requires, as a condition to granting any land use approvals, Developer to construct any improvements to a capacity that exceeds the minimum level required to adequately service the Project, then the City agrees to pay the proportionate cost for the excess capacity.

3.6 Force Majeure. Notwithstanding anything to the contrary contained herein, Developer will not be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, global health crisis, pandemics or

epidemics (it being understood that the parties will use reasonable efforts which are consistent with accepted practices in the real estate industry, and in compliance with applicable health department regulations, to resume performance as soon as practicable under the circumstances), restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, or similar basis for excused performance which is not within the reasonable control of the Developer to be excused. Upon the request of Developer, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

3.7 Third Party Agreements. The City represents and warrants to Developer that the City is not a party to, and that is not aware of, any third-party agreements or understandings that would require Developer to pay to any other person a fee for Developer's utilization for connecting to any infrastructure or improvements existing or under construction or development at the time of this Agreement. If demand is made upon Developer for payment or reimbursement by any such third party, and such third-party claims that such an agreement or understanding exists, the City agrees to pay all such claims and amounts demanded, and the City will be subrogated to all rights of Developer to challenge those claims.

ARTICLE IV CITY'S UNDERTAKINGS

4.1 Zoning/Concept Plan Approval. The City Council has adopted Ordinance 21-J, approving a zone change of the Site from IC (Interstate Commercial) to M/IL (Light Manufacturing & Industrial). The Site will remain zoned M/IL unless otherwise agreed to by the Developer in the Developer's discretion.

4.2 Concept Plan Approval. By approving this Agreement, the City approves the Concept Plan as attached hereto. The Developer acknowledges that final site plan approval will need to be obtained for each phase of the Project through standard City processes and procedures.

4.3 Timely Consideration and Approval of Phases. The City shall promptly review all materials and applications submitted by Developer in connection with each phase of the Project to allow Developer to meet the phasing deadlines set forth in paragraph 3.2.2 above. In the event that approval at a public meeting is required for an approval for the Project and there is no regularly scheduled meeting that will allow Developer to meet the phasing deadlines imposed by the City, the City agrees to convene special meetings, as necessary, for the specific purpose of considering the approvals. The City will not unreasonably withhold any approval, and with respect to any disapproval, the City must include with each decision of disapproval a clear written statement of the reasons for the disapproval, and recommendations, if any, for remediation.

4.4 Acceptance of Improvements. The City shall timely inspect and accept all improvements which are intended for public use and which have been constructed by Developer or its agents in accordance with the City's standards and as shown on the approved construction drawings. Unless otherwise specifically approved by the City Council and clearly labeled on the final subdivision plat, all roads within the Project will be public roads.

4.5 Provision of Information. The City shall timely provide to the Developer all information, studies, reports, and requirements needed for Developer to properly understand all utility and infrastructure requirements for the Project.

4.6 Infrastructure Participation/Reimbursement. The City shall not require of the Developer any dedications or infrastructure improvements that exceed the demand imposed by the Project. To the extent the City requests, and the Developer agrees, to upsize any infrastructure improvements constructed by the Developer, the City shall reimburse Developer for any upsizing beyond what is required for the Project.

4.7 Offsite Improvements. As provided in Article IV, Developer is responsible for the construction of all onsite infrastructure improvements required for the Project. The City agrees that the Developer is not responsible for any offsite infrastructure improvements. Notwithstanding the foregoing, nothing contained herein may be construed to relieve Developer of its obligations to pay impact fees related to the Project. The City will timely provide all offsite infrastructure improvements for the respective improvements to have adequate capacity to properly serve the Project.

4.8 Bonding. Developer's bonding for the Project shall be in phases consistent with Developer's phasing plan and shall be in the form of a series of surety bonds, cash bonds, or other forms of assurances provided in City Code. The City agrees to provide for partial release of such bond(s) as required by applicable State law.

ARTICLE V DEVELOPER'S UNDERTAKINGS

5.1 Developer Obligations. Conditioned upon City's performance of its undertakings set forth in Article IV, and provided Developer has not terminated this Agreement pursuant to Section 7.1, Developer agrees to complete the following in general accordance with Developer's Concept Plan:

- (A) Water. Developer will be responsible to construct all onsite water lines and related facilities and improvements within the Project, according to applicable City Code.
- (B) Sewer. Developer will be responsible to construct all onsite sewer lines and related facilities and improvements within the Project, according to applicable City Code.
- (C) Electrical Power. Developer will be responsible to construct all onsite electrical power improvements within the Project, including any re-routing and/or burial of power lines within the Project, according to applicable City Code.
- (D) Roads. Developer will be responsible to construct all roads, driveways, curbs, gutter and sidewalks within the Project, according to applicable City Code.

- (E) Storm Drain System. The Developer shall design and install a system of positive drainage sufficient to comply with applicable City Code. The Developer shall be responsible to install and maintain all drainage facilities within the Project that are outside the City right-of-way. The City's responsibility for maintenance shall end where any private drain connects to a manhole in the public right-of-way.
- (F) Maintenance of Items Outside of Public Right-of-Way. Unless located on City property, the Developer shall be responsible for the maintenance of parking lots, landscaping, walkways, light fixtures, or any other improvement or amenity located outside of the City's right-of-way.

ARTICLE VI GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

6.1 Issuance of Permits. Developer, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Developer's undertakings and shall make application for such permits directly to the applicable City department(s) having authority to issue such permits in connection with the performance of Developer's undertakings. The City, including its departments and agencies, shall not unreasonably withhold or delay the issuance of its permits.

6.3 Impact on Vested Rights. The exercise of the City's police and/or legislative powers may only be applied to modify the Vested Rights of Developer under the terms of this Agreement based upon policies, facts, and circumstances that meet the compelling, countervailing public interest exception to the vested rights doctrine as required under Utah law. Any such proposed change affecting the Vested Rights of Developer must be of general application to all development activity within the City; and unless in good faith the City declares an emergency, Developer will be entitled to prior written notice and an opportunity to be heard with respect to any such proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

ARTICLE VII REMEDIES

7.1 Remedies for Breach. Unless otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting party or any permitted successor to such party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within the 30-day period, the party receiving such notice shall, within the 30-day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to:

7.1.1 Cure or remedy such default or breach, such as proceedings for injunctive relief, to compel specific performance by the party in default or breach of its obligations, or declaring a material breach by the party. However, such relief shall exclude the award or recovery of any damages by either party.

7.1.2 In the case of a material uncured breach by Developer, the City may change zoning and general plan map designation for the Project to alternate zoning but only as to any portions of the Project for which preliminary plat approval has not been granted, at the time of such material uncured breach by Developer.

7.2 Attorney Fees. Each party agrees that should it default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys fee which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing a lawsuit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

ARTICLE VIII GENERAL PROVISIONS

8.1 Transferability. Developer is entitled to assign its rights, in whole or in part, under this Agreement to any other person. In the event of an assignment of this Agreement or any interest in this Agreement, the transferee will succeed to all Developer's rights under this Agreement as to the interest transferred. Notwithstanding the foregoing, Developer's selling or conveying the Project or individual lots or parcels of land to builders, individuals or others will not be deemed to be an "assignment of this Agreement as collateral" subject to the above requirement for approval unless specifically designated as such by Developer.

8.2 Hypothecation of Rights. Developer is entitled to assign as collateral all or any portion of its rights under this agreement to one or more of Developer's lenders, on any terms that Developer and its lender or lenders deem necessary or proper. If requested by Developer, the City will execute and deliver to any lender of Developer one or more consents to assignment of this Agreement as collateral and/or estoppel certificates that confirm the City's agreement with any assignment of this Agreement as collateral by Developer and that provides customary assurances to Developer's lenders.

8.3 Agreement to Run with the Land. This Agreement or a summary notice of this Agreement may be recorded against the Project by Developer, and is be deemed to run with the land and will be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Project.

8.4 Integration. This Agreement, including the Recitals, exhibits and attachments, each of which are incorporated into and made an integral part of this Agreement, contains the entire agreement of the parties hereto with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

8.5 Severability. If any part or provision of this Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

8.6 Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address identified in the Definitions *above*. Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

8.7 Amendment. The parties or their successors in interest may mutually, by written agreement, choose to amend this Agreement at any time. Any material amendment of this Agreement shall require the prior approval of the City Council; otherwise, minor modifications

shall not require prior approval of the City Council but rather shall only require the approval or consent of applicable City staff.

8.8 Further Assurances. City and Developer each agree to perform such other acts, and to execute, acknowledge and deliver such other instruments, documents and other materials as the other may reasonably request and as shall be necessary in order to effect this Agreement.

8.9 Non-liability of Officers, Representatives, Agents, or Employees. No officer, representative, agent, or employee of either party shall be personally liable to the other party or any successor-in-interest or assignee of the other party, in the event of any default or breach by such party or for any amount which may become due such party or its successors or assignee, for any obligation arising out of the terms of this Agreement.

8.10 Ethical Standards. The Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State of Utah statute or City ordinances.

8.11 No Officer or Employee Interest. It is understood and agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.

8.12 Governing Law & Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the First District Court of the State of Utah, Box Elder County, Utah.

8.13 Joint Preparation of Agreement. This is an arm's-length Agreement. Each party is represented by counsel, has cooperated in the drafting and preparation of this Agreement, has read this Agreement, and has executed this Agreement voluntarily after having been apprised of all relevant information and the risks involved. Consequently, no provision of this Agreement shall be strictly construed against either party.

[End of Terms – Signature Pages Follow]

[Signature Pages to Development Agreement]

This Development Agreement is agreed to by:

**JEREMY WHITTAKER
JKK MANAGEMENT**

By: _____
Developer

STATE OF UTAH)
 §
COUNTY OF _____)

On this _____ day of _____, in the year 2025, before me,
_____ a notary public, personally appeared Jeremy
Whittaker, proved on the basis of satisfactory evidence to be the person whose name is subscribed
to this instrument, and acknowledged that he executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

[Signatures Continue]

PERRY CITY

By: _____
Kevin Jeppsen, Mayor

Attest:

City Recorder

Approved as to Form:

City Attorney

STATE OF UTAH)
 §
COUNTY OF BOX ELDER)

On this ____ day of _____, in the year 2025, before me,
_____ a notary public, personally appeared Kevin
Jeppsen, proved on the basis of satisfactory evidence to be the person whose name is subscribed
to this instrument, and acknowledged that he executed the same in his capacity as Mayor of
Riverdale City, Utah.

Witness my hand and official seal.

(notary signature)

(seal)

13

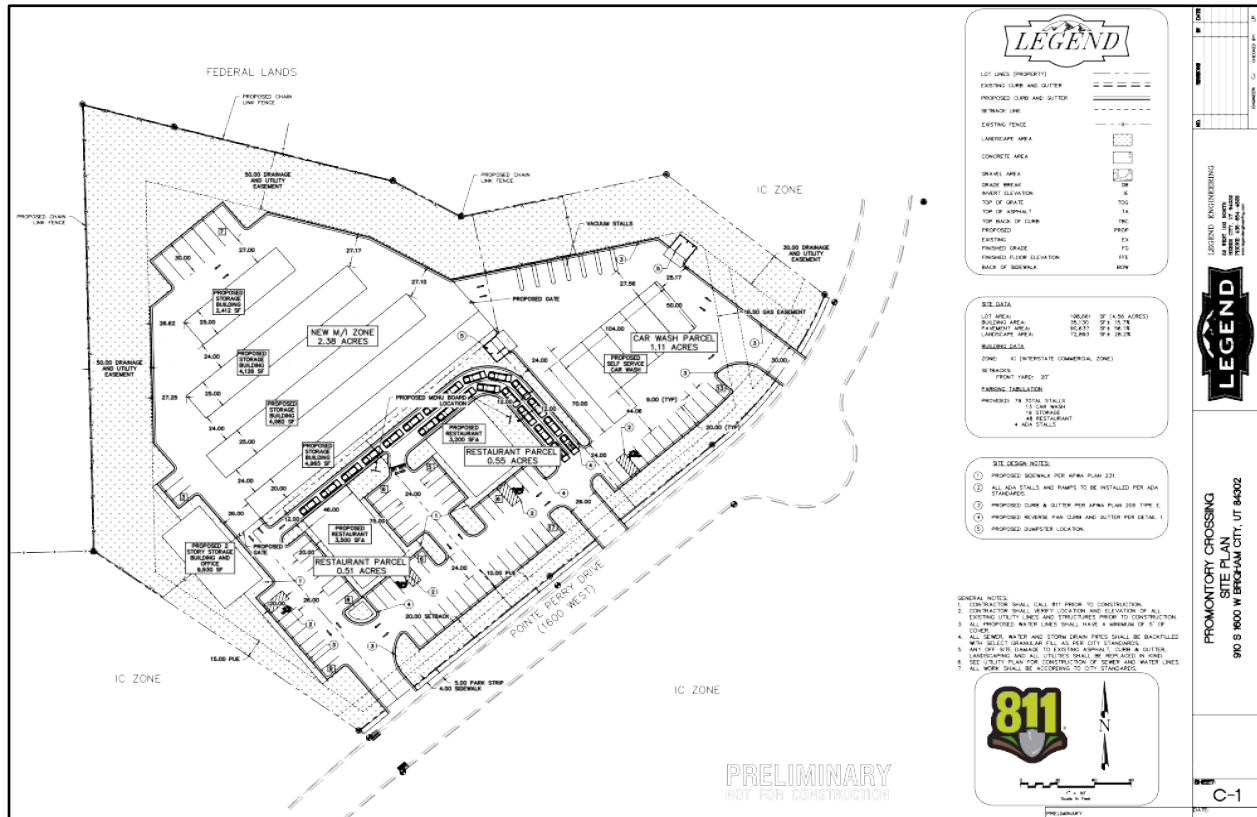


EXHIBIT B

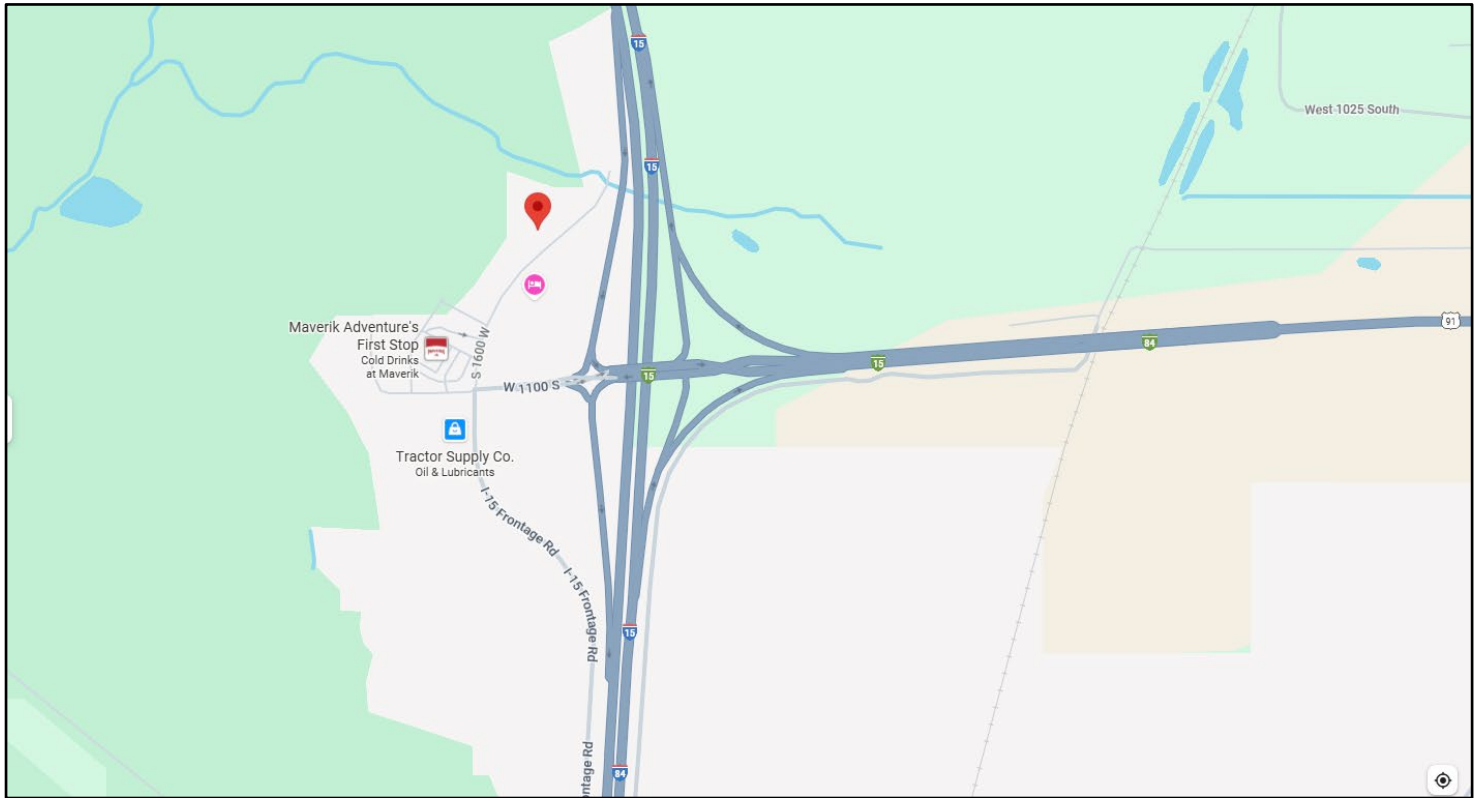
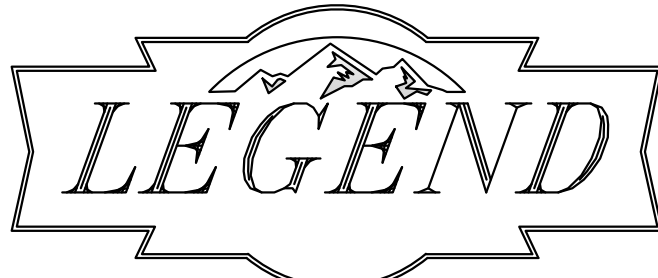
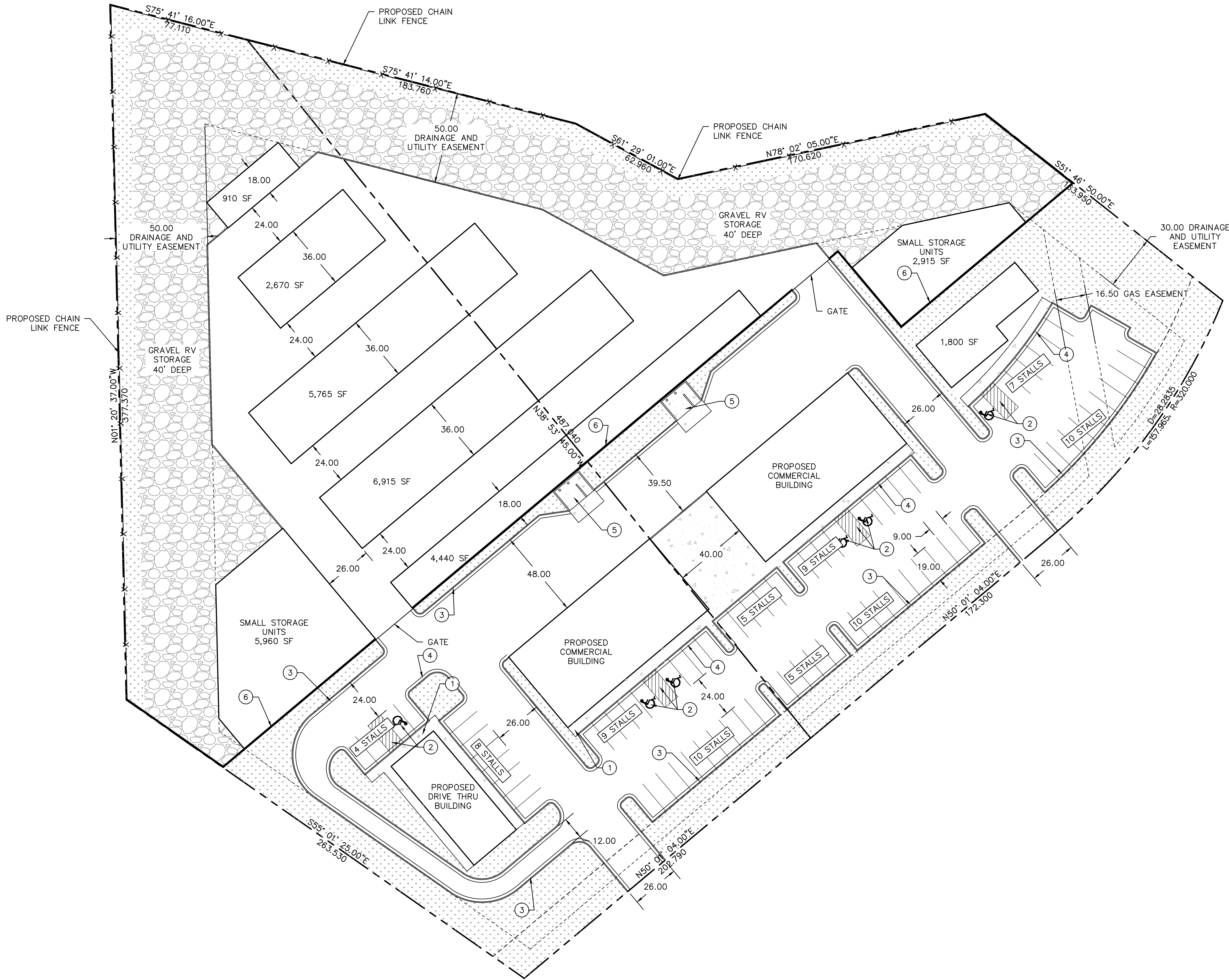


EXHIBIT C

Signage to be determined at time of construction for each parcel.



LOT LINES (PROPERTY)	---
EXISTING CURB AND GUTTER	==
PROPOSED CURB AND GUTTER	==
SETBACK LINE	---
EXISTING FENCE	-X-
LANDSCAPE AREA	[Pattern]
CONCRETE AREA	[Pattern]
GRAVEL AREA	[Pattern]
GRADE BREAK	GB
INVERT ELEVATION	IE
TOP OF GRATE	TOG
TOP OF ASPHALT	TA
TOP BACK OF CURB	TBC
PROPOSED	PROP
EXISTING	EX
FINISHED GRADE	FG
FINISHED FLOOR ELEVATION	FFE
BACK OF SIDEWALK	BOW

SITE DATA	
LOT AREA:	198,657 SF (4.56 ACRES)
BUILDING AREA:	43,487 SF± 21.9%
PAVEMENT AREA:	82,661 SF± 41.6%
GRAVEL AREA:	37,103 SF± 18.7%
LANDSCAPE AREA:	35,406 SF± 17.8%

BUILDING DATA	
ZONE:	IC (INTERSTATE COMMERCIAL ZONE)

SETBACKS:	FRONT YARD: 20'
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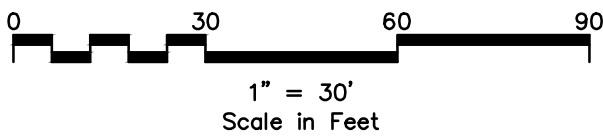
PARKING TABULATION	
REQUIRED:	1 PER 200 SF OF RETAIL SPACE, 1 PER 4 SEATS FOR RESTAURANTS, 1 PER 250 SF OF OFFICE SPACE

REQUIRED:	69 STALLS (10,000 SF RETAIL = 50 STALLS; 48 SEATS = 12 STALLS; 1,800 SF OFFICE = 7 STALLS)
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PROVIDED:	77 STALLS 6 ADA STALLS
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- NOTES:
- PROPOSED 6' SIDEWALK PER APWA PLAN 231. SEE SHEET C-5.
 - ALL ADA STALLS AND RAMPS TO BE INSTALLED PER ADA STANDARDS.
 - PROPOSED CURB & GUTTER PER APWA PLAN 205 TYPE E. SEE SHEET C-5.
 - PROPOSED REVERSE PAN CURB AND GUTTER PER DETAIL 4, SEE SHEET C-5.
 - PROPOSED DUMPSTER LOCATION. SEE DETAIL 5, SHEET C-5.
 - PROPOSED 8' SCREENING WALL.

- GENERAL NOTES:
- CONTRACTOR SHALL CALL 811 PRIOR TO CONSTRUCTION.
 - CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITY LINES AND STRUCTURES PRIOR TO CONSTRUCTION.
 - ALL PROPOSED WATER LINES SHALL HAVE A MINIMUM OF 5' OF COVER.
 - ALL SEWER, WATER AND STORM DRAIN PIPES SHALL BE BACKFILLED WITH SELECT GRANULAR FILL AS PER CITY STANDARDS.
 - ANY OFF SITE DAMAGE TO EXISTING ASPHALT, CURB & GUTTER, LANDSCAPING AND ALL UTILITIES SHALL BE REPLACED IN KIND.
 - SEE UTILITY PLAN FOR CONSTRUCTION OF SEWER AND WATER LINES.
 - ALL WORK SHALL BE ACCORDING TO CITY STANDARDS.



CONCEPT

LEGEND ENGINEERING
52 WEST 100 NORTH
HEBER CITY, UT 84032
PHONE: 435-654-4828
www.legendengineering.com



PERRY INDUSTRIAL/COMMERCIAL
SITE PLAN
910 S 1600 W BRIGHAM CITY, UT 84302

SHEET:
C-1

DATE: 4/9/2021

Staff Report

October 02, 2025

Perry City Planning Commission



Zone Change Request, Development Overlay District with a Development Agreement – Jeremy Whittaker, located at approximately 950 S 1600 W

Update

Staff has received no communications or updates from the applicant since our previous meeting.

Summary

This application includes two adjacent parcels totaling about 4.5 acres. Both properties are in the Interstate Commercial (IC) Zone and are currently vacant. The surrounding zoning is IC. To the west are lands under the jurisdiction of the bird refuge. To the east is the I-15 corridor. Some of the nearby properties have been developed with commercial uses.

The applicant has proposed that the properties be granted the Development Overlay zoning district with a development agreement to align with the included site plan.

Conformance to General Plan and Code Compliance

Zone changes and development agreements are legislative decisions. City Council will be the final land use authority and any information and opinion can be considered when making the decision. Development agreements are completely voluntary for both the applicant and the city. An agreement should be crafted that is beneficial for all parties. The city is under no obligation to approve a proposed agreement. There are many details to finalize with a development agreement and it is common that multiple meetings are required reach final terms.

Development agreements are outlined in section 15.02 of our municipal code. Our Municipal Code says the following regarding Development Agreements:

The purpose of this chapter is to provide procedures and minimum standards for the review, consideration, and possible approval of development agreements by the City Council. The purpose of development agreements is to allow exceptions or changes to the current code for a specific development, respond to unique aspects of a property or development, further city priorities, bind the Subdivider to agreed upon Improvements and Infrastructure and other development parameters, and above all, create better developments than what could be had without a development agreement. A development agreement may only be approved, if in the opinion of the City Council, such agreement is found: To recognize the intended character of the subject property by tailoring development standards and requirements that provide more desirable land use planning and regulatory standards than would be possible under the city's existing ordinances; and to advance the policies and adopted plans of the City.

This application should only be given a positive recommendation if it meets the standard of being more desirable than following the existing zoning parameters and be better than a development could be without a development agreement.

The applicant submitted a draft agreement with the application. Staff recommends that the agreement be drafted by the city and using the city's own template. The current draft agreement and site plan have many provisions and details that Planning Commission should carefully review

and consider.

- 15.19.050.8 requires parking to be in the rear of the buildings. The site plan does not conform to this. It is unclear if the proposed site plan will meet our landscape requirements. It appears that they are including the large drainage easement around the property as landscape area, although it doesn't appear to indicate any specific landscape improvements. Additionally, we have not received any architectural details regarding the buildings. Unless noted otherwise, the agreement should require full compliance with our landscape and architectural requirements and the rest of the site plan regulations and approval processes.
- Recital 'A': The proposal appears to be conditioned upon the developer purchasing the property, but this is not entirely clear. Development agreements typically run with the land regardless of ownership.
- No expiration provided.
- Recital 'D': This recital should be removed unless it is determined that the city actually desires this.
- 1.1: Update to correct city address
- 3.1: Exhibit B is unclear and no legal description is provided.
- 3.2.1: Allows for broad changes after approval. Changes should be limited to 'de minimis' changes.
- Many references are made to obtaining a zone change when it should refer to approval of the development agreement.
- 3.2.2: Many references are made to what the developer 'intends' to do. This agreement is a contract and should refer to what the developer 'shall' do.
- 3.2.2 'd' and 'e': This section references Pad Site 1 and 2. The site plan does not indicate what areas are Pad Site 1 and 2.
- 3.2.4: Requires the city to record the plat within 30 days of submission. This is not possible to contractually guarantee. They may submit a plat and final drawings that need significant revisions and the time frame for approval is primarily dependent upon the developer's design team, completeness of drawings, and responsiveness to review comments.
- 3.3: Exhibit C is missing. The City cannot commit to approving signage on someone else's property as requested (I-15 sign). This type of signage would be considered a billboard and should go through the standard process for such.
- 4.1: States that the property will change to the M/IL zoning district, which has not been requested. The underlying IC zoning will remain with the overlay district in addition to the base zoning.
- 4.3: Requires the city to schedule special meetings for their applications to meet their deadlines. The developer should take accountability to ensure they have their applications submitted and their drawings complete in time to meet their deadlines. The developer could theoretically force the city into a breach of contract by demanding a special meeting on an infeasible timeline.
- 4.4: States that all interior roads are public. This statement does not apply to the submitted

site plan.

- 4.7: Requires that the city be responsible for all possible off-site utility improvements. Staff recommends in the strongest possible manner that no provision like this be considered. All other developers in the city are responsible for their own off-site improvements to provide utilities. The same should be true in this instance. Perry City should reject any such proposal.
- 4.8: Allows for the improvement guarantee to be in the form of surety bonds, which are nearly impossible for cities to collect on. While the public improvements are likely to be minimal, staff recommends that these be guaranteed by cash escrow.
- 7.2: The city should not commit to paying their attorney fees.
- Overall: Our attorney has not reviewed this document, but will review the development agreement when it is closer to being acceptable. It is recommended that Perry City draft the development agreement utilizing our template and then have our attorney review this document.

The submitted site plan includes two restaurant pads, a car wash, and storage units including a two story storage building with an office. It appears that all of the parking and travel lanes are to be asphalt, although this is not specifically called out. It is unclear if the parking stalls within the storage area are intended for the outdoor storage of recreational vehicles or just for customer loading/unloading. The site plan calls out existing fencing and proposed gates. It appears that most, if not all, of this fencing is actually proposed new fencing, however the type of fence has not been made known. The proposed sidewalk and parkstrip do not meet the dimensions of our current standards (5' sidewalk, 6' parkstrip).

The retail component of the site plan can be done currently without a zone change or development agreement – hence the only purpose of this process is to include the storage units. Planning Commission should consider if this is the best approach. In accordance with our adopted codes and policies, the development agreement should only be recommended for approval if it is clearly in the best interest of the city and better than what a development would be without a development agreement.

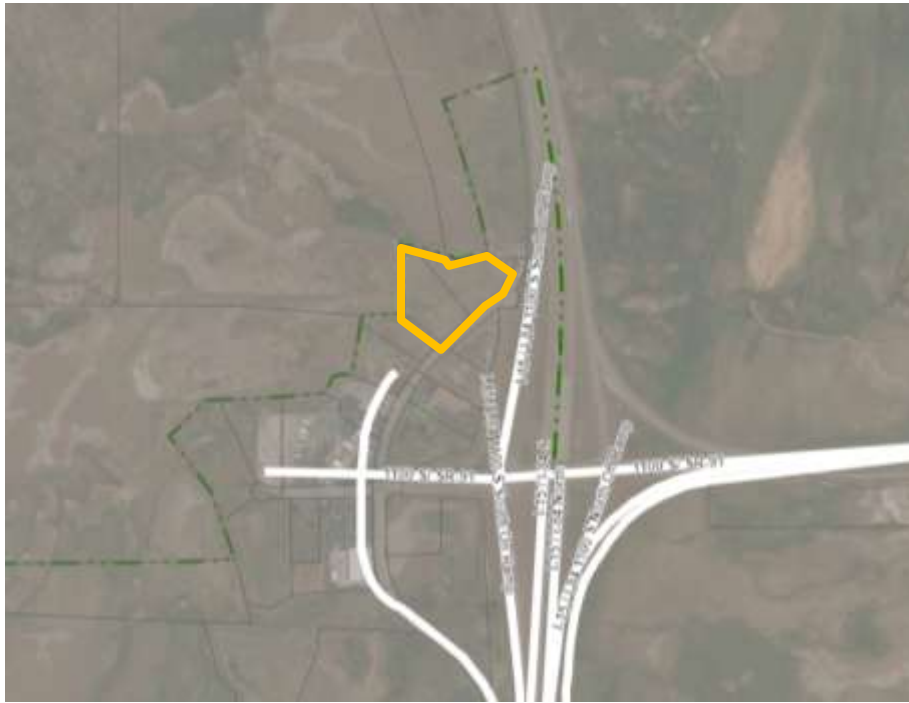
The future land use map shows this area to be commercial and states, *“Primarily commercial, these areas may have retail, service, office, and business uses in general. Light manufacturing may also be allowed in these areas. Multifamily residential uses should be selectively allowed in these areas, especially in areas transitioning between commercial and residential uses.”* The General Plan also states the following about Manufacturing and Industrial areas. *“Manufacturing and industrial zoning should be located in the south west area of the City along the freeway.”* Overall, the General Plan does not appear to directly and clearly support this request.

Many past requests for light industrial and/or storage units have been turned down in the Pointe Perry area in the past. Up to this point, City Council has tried to preserve this area for retail development.

Considerations and Recommendations

This is the fifth zone change request of a similar nature that has been made for these specific properties over the past three years. The last request that was considered by City Council was denied in October of 2022.

As a legislative item Planning Commission may take any information or opinion into consideration. City Council will be the final land use authority.



Perry City Community Development

Brett Jones

09/18/2025 - 09/17/2026

Zone Change Application

Zone Change

0292199

dadee790-94dd-11f0-b933-ef841c48d4b6

Under Review

Active

Application Review Status

Pre-Review	Received	09/18/2025
Community Development	Not Reviewed	
Final-Review	Not Reviewed	

Fees		Payments		
Zone Change	\$400.00	09/18/2025	Online	\$400.00
Subtotal	\$400.00	Total Paid		\$412.00
Processing Fee	\$12.00			
Total	\$412.00			
Amount Paid	\$412.00			
Total Due	\$0.00			

Application Form Data

(Empty fields are not included)

Name

Brett Jones

Phone Number

(801) 631-9540

Email

brett@basindevelopment.com

Mailing Address

2637 North Washington Boulevard, #318, North Ogden 84414

Interest in Property

Agent or Authorized Representative

Owner Agent Authorization

 2025.09.18 1472 W Davis Drive - Vesco_Basin Affidavit.pdf

Property Address

1472 W Davis Drive, Perry, UT

Property Serial

03-157-0119, 03-157-0156, 03-157-0124

Current Zoning Designation

Agricultural

Proposed Zoning Designation

R 1/3 with Development Overlay Zoning District with a Development Agreement








Purpose of Request


The purpose of this request is to rezone the property from Agricultural to R1/3 with a Development Overlay Zoning with a Development Agreement in order to allow for the development of a new residential subdivision within Perry City. The proposed subdivision has been thoughtfully designed to meet the requirements of Perry City Code's Conservation Overlay Criteria and to provide high-quality housing opportunities that will serve current and future residents. This rezone will facilitate an orderly transition of the property into residential use consistent with the growth patterns of Perry and will allow the property to contribute to the City's long-term vision and community needs.

Conformance with the Perry City General Plan

This request is to rezone the property to R-1-3 and establish a Development Overlay Zoning District with a Development Agreement. The subdivision plan has been designed to meet all requirements of the Conservation Subdivision Overlay, preserving open space and providing amenities that will benefit both subdivision residents and the broader Perry community. We have coordinated with City Planner Bob Barnhill to ensure the plan is consistent with City code, and the Development Agreement is being requested only to accommodate a fire access adjustment approved by Fire Marshal Alec Hansel. The project also includes the eight townhomes allocated for this area, and we are open to working with the City to determine the best location for these 8 townhomes that are allowed through the Multi-Family Housing Density Map. Overall, the request supports the General Plan by promoting thoughtful growth, housing diversity, and enhanced community amenities.

Additional Information

-  Brookside Fields Subdivision Plan - Introduction.pdf
-  2025.09.18 Brookside Fields Conservation Area (Compressed).pdf
-  2025.09.18 Brookside Fields Subdivision V1.0 (Compressed).pdf
-  2025.09.18 Brookside Fields Subdivision V1.5 (Compressed).pdf
-  Disc Golf Example.jpg
-  Picnic Table Example.jpg
-  Park Bench Example.jpg

 Playground Example.jpg

Will the zone change request be tied to a specific development plan?

Yes

Signature

I agree that the facts stated in this application are true, and upon changes I will provide notification as needed.

Brett Jones - 09/18/2025 4:21 pm

NOTICE OF PERRY PLANNING COMMISSION PUBLIC HEARING

Notice is hereby given that the Perry Planning Commission will hold, in the City Council Chambers at 1950 S Hwy 89 in Perry a public hearing to receive public comment regarding Ordinance 25-Q Zone Change request from Agriculture to R 1/3 with Development Overlay Zoning District with a Development Agreement located at approximately 1472 W Davis Drive Parcel #'s 03-157-0119, 03-157-0156 & 03-157-0124 Applicant: Brett Jones. Members of the public may view the meeting via Zoom using a link at <https://www.perrycityut.gov/whats-new.htm.htm>. To participate in the meeting you must attend in person. The public hearing will be held in conjunction with the Perry City Planning Commission Meeting, which starts at 7:00 p.m. on Thursday, October 2, 2025. All interested persons shall be given the opportunity to be heard. Written concerns are welcome. Any Individual requiring auxiliary services should contact the City Offices at least 3 days in advance (435-723-6461). By: Tyra Bischoff, Planning Secretary.

September 22, 2025

Notice of Planning Commission Public Hearing

October 2, 2025

1950 S Highway 89

Perry, Utah 84302

Application: Zone Change from Agriculture to R 1/3 with Development Overlay Zoning District with a Development Agreement

Applicant: Brett Jones

Location: 1472 W Davis Drive (03-157-0119, 13-157-0156 & 03-157-0124)

Dear Property Owner:

As required by ordinance, you and all other property owners within 300 feet of the above referenced location are being notified of the application referenced above. Interested persons are invited to attend the upcoming Planning Commission Meeting and provide public comment during the public hearing. All comments are welcome, and we encourage your participation.

The public hearing will be held in conjunction with the regular Perry City Planning Commission meeting, which starts at 7:00 p.m. on Thursday October 2, 2025. You can access this meeting via zoom by going to <https://perrycity.rainadmin.com/whats-new.htm.htm>, to participate in the meeting you will need to attend in person. If a final recommendation by the Planning Commission regarding this application occurs at this meeting, then this application will be reviewed by the Perry City Council on Thursday, October 23rd at 7:00 p.m.

Any individual requiring auxiliary services should contact the City Offices at least 3 days in advance (435-723-6461). Feel free to contact our planning staff or office staff should you have any questions.

Sincerely,

Tyra Bischoff
Perry City Planning Secretary



Total Land Area: 28.21 AC
Conservation Area: 5.29 AC
Single Family Lots: 84
Townhome Lots: 8

Meets Criteria for R1/3
Conservation Subdivision:

Conservation Land: 18.75%
Average Lot Size: 8,736 SF
Min Lot Size: 6,570 SF
Max Lot Size: 22,907 SF

John Reese
3005 Perry St.
Perry, UT 84302

Larry Hirschi
485 S 200 E
Willard, UT 84340

Richard Wagstaff
1230 W 2450 S
Perry, UT 84302

Julie Reich
928 Larkspur Dr.
Sandy, UT 84094

Jerry Wilde
3102 N Highway 38
Brigham City, UT 84302

Jay Barnard
1150 W 3000 S
Perry, UT 84302

Backcountry Investments LLC
325 N 200 W
Willard, UT 84340

Kimberly Vesco
3622 SE Nehalem St.
Portland, OR 97202

Boyd Young
256 N 400 E
Brigham City, UT 84302

Jeff Phillips
1418 W Davis St.
Perry, UT 84302-90603

William L Bowden
2210 S Highway 89
Perry, UT 84302

Matthew Braun Bowden
1238 W Davis St.
Brigham City, UT 84302


Utah Transit Authority
669 W 200 S
Salt Lake City, UT 84101

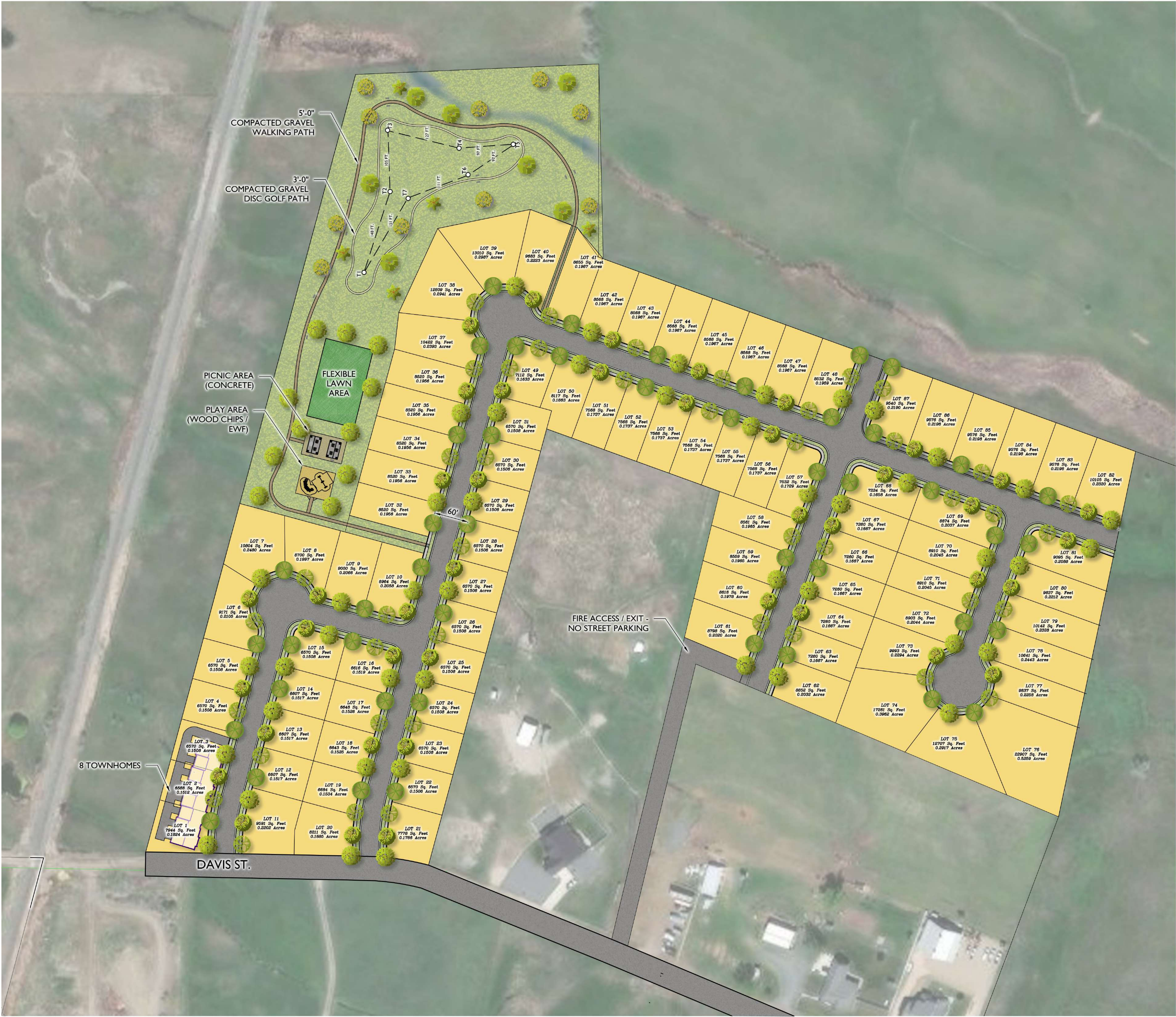
Jose G Ventura
940 W 885 S
Brigham City, UT 84302



- Bur Oak
Quercus macrocarpa
- Honey Locust
Gleditsia triacanthos
- Hackberry
Celtis occidentalis
- Linden
Tilia americana
- Juniper
Juniperus scopulorum
- Aspen
Populus tremuloides
- Serviceberry
Amelanchier alnifolia



 BASIN DEVELOPMENT	Project Name Brookside Fields	Property Address 1472 W Davis Dr, Perry, UT 84302, USA	Version V1.0	Date Issued 9/18/2025	Prepared By: Basin Development (Developer) / Alliance Engineering (Civil Engineer)
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Total Land Area: 28.21 AC
 Conservation Area: 5.29 AC
 Single Family Lots: 84
 Townhome Lots: 8

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 Conservation Subdivision:

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Quercus macrocarpa
-  Honey Locust
Gleditsia triacanthos
-  Hackberry
Celtis occidentalis
-  Linden
Tilia americana
-  Juniper
Juniperus scopulorum
-  Aspen
Populus tremuloides
-  Serviceberry
Amelanchier alnifolia



Prepared By:	Basin Development (Developer) / Alliance Engineering (Civil Engineer)
Date Issued	9/18/2025
Version	V1.0
Property Address	1472 W Davis Dr, Perry, UT 84302, USA
Project Name	Brookside Fields
	




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- Bur Oak
Quercus macrocarpa
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Celtis occidentalis
- Linden
Tilia americana
- Juniper
Juniperus scopulorum
- Aspen
Populus tremuloides
- Serviceberry
Amelanchier alnifolia



Prepared By:	Basin Development (Developer) / Alliance Engineering (Civil Engineer)
Date Issued	9/18/2025
Version	V 1.5
Property Address	1472 W Davis Dr, Perry, UT 84302, USA
Project Name	Brookside Fields
 BASIN DEVELOPMENT	

Brookside Field Subdivision – Site Plan Introduction

The Brookside Field subdivision is located on West Davis Drive in Perry City. The project consists of 28.21 acres and includes 84 single-family lots and 8 townhome lots. The subdivision has been designed to meet the criteria for an R-1-3 Conservation Subdivision and provides 5.29 acres of designated conservation area (18.75% of the site).

In the conservation area, the plan includes several amenities for residents and the community:

- A children's playground with wood chip surfacing
- A picnic area with a concrete surface
- A flexible lawn area
- A six-hole disc golf course with its own walking path
- A five-foot compacted gravel walking path with two entrances into the subdivision, running throughout the perimeter of the conservation area and along the brook/stream on the north end of the property

Compressed file sizes for this project have been uploaded. For full-size files, please use the Dropbox link provided:

https://www.dropbox.com/scl/fo/pdnqnmwrburliwv8y6daj/AP9Wy_umF8p1d7Z9IqPAXVo?rlkey=cf7pbzg2nqtvkci6inqipv4mv&dl=0

Thank you for your time and consideration. Please let me know if you have any questions as you review.

Brett Jones

Phone: 801-631-9540

Email: brett@BasinDevelopment.com









Staff Report

October 02, 2025

Perry City Planning Commission



Zone Change Request, R1/2 zoning AND Development Overlay District with a Development Agreement – Brett Jones, located at approximately 1450 W 2250 S (Davis Dr)

Summary

This application includes three adjacent parcels totaling about 28 acres. The current zoning is Agricultural. The developer is proposing 84 single family homes and 8 townhomes. The lots vary in size with the smaller lots being around 6500 square feet.

The proposal follows the Conservation Subdivision requirements for property with the R1/3 zoning district, except for one specific component, which necessitates a development agreement. This item relates to emergency egress. Our code requires an additional emergency egress route that is a fully improved city street. The developer is proposing a 30' width secondary access in lieu of the full city street. The plans appear to show this as asphalt, but it is not called out. The developer has indicated that the fire marshal has given verbal approval for this proposal. (Note: Our code requires access roads to be at least 500 feet apart in order to function as separate emergency accesses.)

2250 S. is a gravel road. The West Meadows development is installing the south side of 2250 S for the majority of the distance between this development and the paved intersection on 1200 W. This proposed development should pave the north portion of their frontage and continue east to finish the north side of the road until it meets 1200 W. This should be specified in the development agreement. Multiple stub roads have been provided. Planning Commission should review them for suitability of location. Planning Commission should consider if one of the two access roads that are back to back on 2250 S should be removed and kept as an internal road connection.

The surrounding uses include agriculture, scattered residences, the railroad, and pending residential development. The future land use map shows this area to agricultural, although it also shows residential in the surrounding area. Adequate water and sewer exist in 2250 S.

Conformance to General Plan and Code Compliance

Zone changes and development agreements are legislative decisions. City Council will be the final land use authority and any information and opinion can be considered when making the decision. Development agreements are completely voluntary for both the applicant and the city. An agreement should be crafted that is beneficial for all parties. The city is under no obligation to approve a proposed agreement. There are many details to finalize with a development agreement and it is common that multiple meetings are required reach final terms.

Development agreements are outlined in section 15.02 of our municipal code. Our Municipal Code says the following regarding Development Agreements:

The purpose of this chapter is to provide procedures and minimum standards for the review, consideration, and possible approval of development agreements by the City Council. The purpose of development agreements is to allow exceptions or changes to the current code for a specific development, respond to unique aspects of a property or development, further city priorities, bind the Subdivider to agreed upon Improvements and Infrastructure and other development parameters, and above all, create

better developments than what could be had without a development agreement. A development agreement may only be approved, if in the opinion of the City Council, such agreement is found: To recognize the intended character of the subject property by tailoring development standards and requirements that provide more desirable land use planning and regulatory standards than would be possible under the city's existing ordinances: and to advance the policies and adopted plans of the City.

This application should only be given a positive recommendation if it meets the standard of being more desirable than following the existing zoning parameters and be better than a development could be without a development agreement.

The submitted plan shows street trees throughout the development, a park area, small playground, two pavilions with six tables, 12 benches, small disc golf course, 5' gravel trail, and 3' gravel trail around the disc golf. There is a stream running through the north end of the park. It would be helpful to understand what this stream looks like and if it runs year round. Will this stream be a feature or a nuisance that should be piped?

Using the recently approved Olsen Orchards development agreement as a comparison, here are some considerations regarding the proposed development agreement.

- Playground equipment: An image of a budget piece of playground equipment was provided. It appears the plan view shows a swing set as well. Staff recommends considering the selection of a better grade of equipment or taking cash in lieu of equipment, although it may still be best to have the developer install the curbing and fall material.
- The open space and landscape does not appear to have been created by a landscape architect. Our code requires landscape plans and developments over 10 acres to be designed by a landscape architect and/or planner.
- Is there an opportunity to plan for a trail going east to connect with the regional Historic Orchard Pathway. The proposed trail is gravel. Planning Commission has previously requested 6' asphalt trails. Planning Commission could suggest removing the narrower, and redundant, disc golf trail, but improving the main 5' gravel trail to be 6' asphalt.
- The selected trees are not all acceptable tree species.
- Some planting area for shrubs and perennials may be desirable.
- Fencing around the park should be considered.
- The plan does not provide any accommodation for a storm water pond. This should be planned prior to approval or stated in the agreement that developer will give up lots to accommodate the pond.
- It appears that only a small area of lawn is proposed with the rest being some sort of natural vegetation. Staff recommends the majority of the park to be lawn and only the transitional edges to be natural vegetation. The strategy to install such natural areas should be clearly specified.
- Pavilion type/model not specified.
- Benches and tables are low quality. Staff recommends installing half the number of benches but requiring better quality benches and tables and adding a drinking fountain and lighting.
- Disc golf course should specify the exact equipment and call out maps, concrete throwing areas, numbers, etc.
- 2250 S should be improved out to 1200 W.
- City Council requested Olsen Orchards to vary the height of their townhomes and/or show the units as 'Mansion' style homes. Such could be considered here as well.

Considerations and Recommendations

As a legislative item Planning Commission may take any information or opinion into consideration. City Council will be the final land use authority. Several details should be worked out before the agreement is approved and finalized.

PERRY CITY PLANNING COMMISSION MEETING
PERRY CITY OFFICES
September 4, 2025

7:00 PM

COMMISSIONERS PRESENT: Chairman Ryan Vaughn, Commissioner Blake Broadhead, Commissioner Jan Kerr, Commissioner Beth Thompson (online until 7:32PM) and Commissioner Stephen Moss

COMMISSIONERS ABSENT: Commissioner Marcus Wager and Vice-Chairman Paul White

CITY STAFF PRESENT: City Administrator Bob Barnhill, Planning Secretary Tyra Bischoff, Deputy Recorder Misty Moesser and Attorney Chris Crockett

OTHERS PRESENT: Mark Fletcher, Jeremy Whittaker, and Charlie Ewert

ONLINE: None

ITEM 1: CALL TO ORDER AND OPENING CEREMONIES

Chairman Ryan Vaughn called the meeting to order at 7:00 PM.

- A. Declare Conflict of Interest, if any**
None.

ITEM 2: ACTION ITEMS

- A. Ordinance 25-N Zone Change Request to Add Development Overlay Zone located at 910 S 1600 W & 950 S 1600 W Parcel #s 03-236-0026 & 03-236-0027, Applicant: Jeremy Whittaker**

City Administrator Bob Barnhill presented the background for the development overlay request noting that the two lots are currently zoned interstate commercial (IC) and are located in the Pointe Perry area near the freeway interchange. He noted that this item had previously been reviewed and tabled at the applicant's request, with feedback provided by the Commission at that time. Mr. Barnhill indicated he had forwarded the applicants' email with their previous site plan and comments to commissioners but had not received any other updates regarding the development agreement or other questions raised previously.

Mark Fletcher, the property owner, addressed the Commission. He explained his role in the development, noting he would be subordinating the land to the new development team. He stated that their plan is to develop all improvements at once, which requires approximately 20,000 yards (30,000 tons) of fill on the site due to a significant drop from the curb and gutter to the natural elevation.

Mr. Fletcher explained that the development agreement structured by Jeremy Whittaker and his team would have all infrastructure completed at once—curb, gutter, road, fill—with two pad sites intended for sale or build-to-suit. He noted they were willing to relocate

buildings if the city preferred different locations and would extend landscape areas into retention pond areas for better aesthetics. He emphasized they had spent considerable time designing the drive-through operations to attract national brands.

Commissioner Kerr asked about the timing for developing the front portion of the property that would benefit the city. Mr. Fletcher explained that their plan included completing all infrastructure work at once, with the pad sites ready for development, but acknowledged they don't have businesses lined up yet for those sites. He noted that the development agreement proposed a timeline of 24 months after zoning approval for storage units, 36 months for the car wash, 48 months for pad site 1, and 60 months for pad site 2.

Commissioners questioned what the specific benefit would be for the storage units, noting that the current zoning already allows for the restaurants and car wash.

Mr. Fletcher responded that the development would generate tax revenue, create jobs, and potentially spur further development in the area, with infrastructure costs exceeding one million dollars.

Several commissioners expressed concerns about approving the storage units without ensuring the commercial/retail portion would be completed first. Commissioner Moss acknowledged that while the five-year timeline wasn't a major concern for him, he wanted assurances the project would be completed, rather than leaving a vacant lot.

Mr. Barnhill noted there were still concerns about the development agreement text, including several provisions that would be legally concerning for the city. He mentioned that the current proposed development agreement would not cover many of the details discussed, such as landscaping and compliance with city code.

The Commission determined they needed more time to review the full development agreement.

MOTION: Commissioner Kerr made a motion to table Ordinance 25-N. Commissioner Broadhead seconded the motion.

Roll Call Vote:

Commissioner Vaughn, Yes
Commissioner Broadhead, Yes
Commissioner Kerr, Yes
Commissioner Moss, Yes
Commissioner Thompson, Yes
Commissioner Wager, Absent
Commissioner White, Absent

Motion Approved. 5 Yes, 0 No

B. Public Hearing: Ordinance 25-P Adopting the Highway 89 Transportation Plan as an Element of the General Plan; Severability; and Effective Date

Mr. Barnhill presented the Highway 89 Transportation Plan, explaining that the city received grant monies from Wasatch Front Regional Council and UDOT to develop this master plan. He candidly expressed that while he felt the consultant "dropped the ball" on the project and didn't fulfill what was in the original proposal, he still believed it was worth

adopting so the city would have something to reference when development occurs along the highway.

Mr. Barnhill displayed the plan view of the entire corridor, noting this was something he had to push hard to get included. He explained that while the document lacked some of the detailed illustrations and cross-sections originally requested, it still provided useful parameters such as sidewalk width, shoulder width, and median designs.

He highlighted several features of the plan, including proposed medians near Perry Park and City Hall designed to limit dangerous maneuvers while looking nicer than just concrete curbs. The plan also identified potential pedestrian crossings and showed a significant intersection that could become a future traffic light connecting to Commerce Way by Walmart.

Commissioner Kerr noted her appreciation for the pedestrian crossing planned across from Heritage Theater. Mr. Barnhill explained that medians were designed with consideration for balancing safety with the need for left turns in key areas.

The public hearing was opened at 7:48PM.

No public comments were made.

The public hearing was closed at 7:48PM.

MOTION: Commissioner Kerr made a motion to recommend approval of Ordinance 25-P. Commissioner Moss seconded the motion.

Roll Call Vote:

Roll Call Vote:

Commissioner Vaughn, Yes
Commissioner Broadhead, Yes
Commissioner Kerr, Yes
Commissioner Moss, Yes
Commissioner Thompson, Absent
Commissioner Wager, Absent
Commissioner White, Absent

Motion Approved. 4 Yes, 0 No

ITEM 3: APPROVAL OF THE MINUTES

A. August 7, 2025, Regular Planning Meeting

MOTION: Commissioner Broadhead made a motion to approve the minutes for the August 7, 2025, Planning Commission meeting. Commissioner Moss seconded the motion.

Roll Call Vote:

Roll Call Vote:

Commissioner Vaughn, Yes
Commissioner Broadhead, Yes
Commissioner Kerr, Yes
Commissioner Moss, Yes
Commissioner Thompson, Absent
Commissioner Wager, Absent
Commissioner White, Absent

Motion Approved. 4 Yes, 0 No

ITEM 4: DISCUSSION

A. Future Projects

Mr. Barnhill mentioned he had several ordinance amendments on the back burner related to legislative updates that he hoped to bring forward soon.

B. Report on past-approved Planning Commission Items

Mr. Barnhill reported that the two zone changes recommended for approval at the previous meeting; the Maddox property zone change around two homes and a zone change on the south end of the city, were both approved by the City Council.

C. Report from Commissioners regarding previous Council Meetings

None

D. Make assignments for representative(s) to attend City Council (September 11 and 25th)

The commission made the following assignments for upcoming city council meetings:

- September 11, 2025: likely to be cancelled
- September 25, 2025: None

ITEM 5: TRAINING

A. Staff

Charlie Ewert, principal planner for Weber County, and Attorney Chris Crockett provided training on development agreements. Mr. Ewert explained key concepts including:

- The importance of equitable consideration in development agreements, where both parties must benefit
- The distinction between administrative and legislative development agreements
- How development agreements can implement alternative rules but must still comply with state code
- The importance of negotiating from a position of leverage
- The value of clear timelines and triggers for phased development
- The need to specify vesting rights

Mr. Ewert shared examples from Weber County's experiences with large developments and stressed the importance of securing amenities either upfront or at commensurate levels through

each development phase to avoid situations where developers complete profitable portions but abandon promised community benefits.

Mr. Crockett emphasized the importance of establishing a good working relationship between the Planning Commission and City Council to prevent developers from bypassing the Planning Commission process.

ITEM 6: REVIEW NEXT ADGENDA AND ADJOURN

A. Items for October agenda (next meeting October 2, 2025)

Mr. Barnhill noted that the tabled zone change request from Item 2A would be on the October agenda.

B. Motion to Adjourn

Motion: Commissioner Moss made a motion to adjourn the meeting.

All In Favor

C. The meeting was adjourned at 8:44PM.