



# **PERRY CITY COUNCIL MEETING AMENDED AGENDA**

## **Thursday, December 11, 2025**

City Council Chambers, 1950 South Highway 89 (south entrance)  
(amended to move item 4A to 7B)

**To view Zoom live meeting visit:**

<http://www.perrycityut.gov/whats-new.htm.htm>

**This is an “Electronic Meeting” Web/Teleconferencing may be used by officials to participate.**

Agenda items may vary depending on length of discussion, cancellation of scheduled items, or agenda alteration. Numbers and/or times are estimates of when agenda items will be discussed. Action on public hearings will always be later in the same meeting or at a subsequent meeting. Every agenda item shall be a discussion and/or action item, unless otherwise indicated.

### **Approx. 7:00 PM – Regular City Council Meeting**

- 1. Call to Order**
- 2. Procedural Issues**
  - A. Conflicts of Interest Declaration(s), If Any
- 3. Action Items**
  - A. Approval of the 2026 Meeting Schedule
  - B. Approval of Fiscal Year 2026 Impact Fee Plan
  - C. Resolution 2025-23 Amending Paid Holidays
  - D. Ordinance 25-Q Zone Change Request from Agriculture to R1/3 with Development Overlay Zoning District with a Development Agreement
  - E. Ordinance 25-U Amendment to Development Agreement for Olsen Orchards located at approximately 1111 W 3600 S, Parcel # 02-038-0004, Applicant: Pat Burns
  - F. Ordinance 25-V Adopting a Water Element as part of the General Plan
  - G. Ordinance 25-W Wildland Urban Interface Code
- 4. Discussion Items**
  - A. Holiday Dinner & Office Schedule
  - B. Boundary Adjustment Public Hearing – December 22, 2025
  - C. Oath of Office in January
  - D. 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 23, 2025 Work Session Meeting Minutes
    - November 13, 2025 City Council Meeting Minutes
    - November 18, 2025 Board of Canvassers Meeting Minutes
  - B. Mayor’s Report
  - C. Council Reports
  - D. Staff Comments
  - E. Planning Commission Report
- 6. Closed 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 on 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. Additional Action Items**

- A.** Action to Approve Settlement Agreement with UTA
- B.** Resolution 2025-24 Police Dispatch Services

**8. Approx. 9:30 PM - Adjournment**

**Certificate of Posting**

The undersigned duly appointed official hereby certifies that a copy of the foregoing agenda was sent to each member of the City Council and was posted in three locations: Perry City Hall; 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 8<sup>th</sup> day of December, 2025. Any individual requiring auxiliary services should contact the City Offices at least 3 days in advance (435-723-6461).

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Shanna S. Johnson, City Recorder

**PERRY CITY 2026 MEETING SCHEDULE**  
**CITY COUNCIL MEETINGS (7:00 P.M.)**

January 08 and 22	July 09 and 23
February 12 and 26	August 13 and 27
March 12 and 26	September 10 and 24
April 9 and 23	October 08 and 22
May 14 and 28	November 12
June 11 and 25	December 10

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

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

Check 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.

Impact Fee Schedule - Police

Perry City  
Impact Fee Schedule - Police  
Revenues on Hand  
June 30, 2025

Projects From Which Funds Were Collected	Fiscal Year Received	Police Beginning of Year Bal	Impact Fees		Interest allocated to Impact Fees	Police Project 2025-01	Police Project 2025-02	Police Project 2025-03	Police Project 2025-04	Police Project 2025-05	Police Project 2025-06	Total	Projected Schedule for Expenditure	Project for which the fee is Budgeted
			Collected in the Current Year											
2041 S 100 W	2024	122		-		(122)						-		
2925 S Hwy 89 Bldg A	2024	733		-		(733)						-		
1371 W 3030 S	2024	147		-		(147)						-		
344, 342, 338, 336, W 1875 S	2024	489		-		(489)						-		
2925 S Hwy 89 Units 1-6	2024	733		-		(733)						-		
1212 W 3200 S	2024	122		-		(122)						-		
2911 S Perry St (Out bldg)	2024	25		-		(25)						-		
1060 W 1160 S	2024	2,146		-		(2,146)						-		
1853, 1855, 1857, 1859 S 300 W	2024	489		-		(489)						-		
1297 W 3200 S	2024	122		-		(122)						-		
1227 W 3200 S	2024	122		-		(122)						-		
1261 W 3200 S	2024	122		-		(122)						-		
1285 W 3200 S	2024	122		-		(122)						-		
1248 W 3200 S	2024	122		-		(122)						-		
1870, 1868, 1866, 1864, 1862 S 300 W	2024	614		-		(614)						-		
1873, 1877, 1879, 1881 S 300 W	2024	1,100		-		(1,100)						-		
2218 S 635 W 3	2024	1,467		-		(1,467)						-		
Total Collected for FY 2024		8,799	-	-		(8,799)	-	-	-	-	-	-		
Labrum - Think Big Investment	2025		119	-		(119.04)						-		
Robert Anderson - Permit #26	2025		119	-		(119.04)						-		
Robert Anderson - Permit #46	2025		119	-		(119.04)						-		
Jake Grandstaff - Sage Construction	2025		119	-		(119.04)						-		
Robert Anderson	2025		60	-		(59.52)						-		
Robert Anderson	2025		60	-		(59.52)						-		
Bob Anderson - Perry Landing	2025		119	-		(119.04)						-		
Michael Thomas	2025		833	-		(833.28)						-		
Robert Anderson Permit #5716	2025		119	-		(119.04)						-		
Kyler Walker	2025		119	-		(119.04)						-		
Scott Gibby	2025		119	-		(119.04)						-		
Total Collected for FY 2025		-	1,905	-		(1,905)	-	-	-	-	-	-		
Subtotals by Category		8,799	1,905	-		(10,703)	-	-	-	-	-	-		
Interest/Project Cost Allocation				-	-	-								
Total Police Impact Fees on Hand												(92,905)	Negative Balance	

Current Year Project Name and Description		Current Year Expenditure	Total Project Budget	Amount remaining for project completion	Reference to Impact Fee Facilities Plan and Analysis
Lodge West Improvement - Evidence Storage	2025-01	\$ 103,608.50	\$ 103,608.50	\$ -	



Impact Fee Schedule - Fire

Perry City  
Impact Fee Schedule - Fire  
Revenues on Hand  
June 30, 2025

Projects From Which Funds Were Collected	Fiscal Year Received	Fire Beginning of Year Bal	Impact Fees		Fire Project 2025-01	Fire Project 2025-02	Fire Project 2025-03	Fire Project 2025-04	Fire Project 2025-05	Fire Project 2025-06	Total	Projected Schedule for Expenditure	Project for which the fee is Budgeted
			Collected in the Current Year	Interest allocated to Impact Fees									
2041 S 100 W	2024	127		6							133	2028	2028-01 EMS Bay
2925 S Hwy 89 Bldg A	2024	765		33							798	2028	2028-01 EMS Bay
1371 W 3030 S	2024	153		7							160	2028	2028-01 EMS Bay
344, 342, 338, 336, W 1875 S	2024	510		22							532	2028	2028-01 EMS Bay
2925 S Hwy 89 Units 1-6	2024	765		33							798	2028	2028-01 EMS Bay
1212 W 3200 S	2024	127		6							133	2028	2028-01 EMS Bay
2911 S Perry St (Out bldg)	2024	26		1							27	2028	2028-01 EMS Bay
1060 W 1160 S	2024	1,534		67							1,601	2028	2028-01 EMS Bay
1853, 1855, 1857, 1859 S 300 W	2024	510		22							532	2028	2028-01 EMS Bay
1297 W 3200 S	2024	127		6							133	2028	2028-01 EMS Bay
1227 W 3200 S	2024	127		6							133	2028	2028-01 EMS Bay
1261 W 3200 S	2024	255		11							266	2028	2028-01 EMS Bay
1248 W 3200 S	2024	127		6							133	2028	2028-01 EMS Bay
1870, 1868, 1866, 1864, 1862 S 300 W	2024	638		28							666	2028	2028-01 EMS Bay
1873, 1877, 1879, 1881 S 300 W	2024	1,148		50							1,198	2028	2028-01 EMS Bay
2218 S 635 W 3	2024	1,530		67							1,597	2028	2028-01 EMS Bay
Total Collected for FY 2024		8,469	-	371	-	-	-	-	-	-	8,840		
Labrum - Think Big Investment	2025		124	5							129	2028	2028-01 EMS Bay
Wendy Jensen - Nicholls ADU B	2025		25	1							26	2028	2028-01 EMS Bay
Robert Anderson - Permit #26	2025		124	5							129	2028	2028-01 EMS Bay
Robert Anderson - Permit #46	2025		124	5							129	2028	2028-01 EMS Bay
Jake Grandstaff - Sage Construction	2025		124	5							129	2028	2028-01 EMS Bay
Robert Anderson	2025		62	3							65	2028	2028-01 EMS Bay
Robert Anderson	2025		62	3							65	2028	2028-01 EMS Bay
Bob Anderson - Perry Landing	2025		124	5							129	2028	2028-01 EMS Bay
Michael Thomas	2025		869	38							907	2028	2028-01 EMS Bay
Robert Anderson Permit #5716	2025		124	5							129	2028	2028-01 EMS Bay
Kyler Walker	2025		124	5							129	2028	2028-01 EMS Bay
Scott Gibby	2025		124	5							129	2028	2028-01 EMS Bay
Total Collected for FY 2025		-	2,012	85	-	-	-	-	-	-	2,097		
Subtotals by Category		8,469	2,012	456	-	-	-	-	-	-	10,937		
Interest/Project Cost Allocation				456	-	-							
Total Fire Impact Fees on Hand											10,937		

Current Year Project Name and Description		Current Year Expenditure	Total Project Budget	Amount remaining for project completion	Reference to Impact Fee Facilities Plan and Analysis
EMS Storage Bay	2028-01	\$ -	\$ 12,650.00	\$ 12,650.00	Page 4 of the Public Safety Impact Fee Facilities Plan



## Impact Fee Schedule - Park

Perry City  
Impact Fee Schedule - Park  
Revenues on Hand  
June 30, 2025

Projects From Which Funds Were Collected	Fiscal Year	Park Beginning of Year Bal	Impact Fees		Park Project 2025-01	Park Project 2025-02	Park Project 2025-03	Park Project 2025-04	Park Project 2025-05	Park Project 2025-06	Total	Projected Schedule for Expenditure	Project for which the fee is Budgeted
			Collected in the Current Year	Interest allocated to Impact Fees									
Parkridge Inc/Townhouses 13-	2023	10,244		330	(10,574.00)						-		
Bob Anderson/Perry Landing Lot 10	2023	2,215		71	(2,286.00)						-		
Harmony Cove Bldg 4	2023	8,860		285	(9,145.00)						-		
Total Collected for FY 2023		21,319		686	(22,005)	-	-	-	-	-	-		
2041 S 100 W	2024	2,057		66	(2,123.00)						-		
2925 S Hwy 89 Bldg A	2024	12,345		397	(12,742.00)						-		
1371 W 3030 S	2024	2,057		66	(2,123.00)						-		
770 W Davis Street	2024	411		13	(424.00)						-		
344, 342, 338, 336, W 1875 S	2024	8,230		265	(8,495.00)						-		
2925 S Hwy 89 Units 1-6	2024	12,345		397	(12,742.00)						-		
1212 W 3200 S	2024	2,057		66	(2,123.00)						-		
2911 S Perry St (Out bldg)	2024	411		13	(424.00)						-		
1853, 1855, 1857, 1859 S 300 W	2024	8,230		265	(5,623.00)	(2,872)					-		
1297 W 3200 S	2024	2,057		66		(2,123)					-		
1227 W 3200 S	2024	2,057		66		(2,123)					-		
1261 W 3200 S	2024	2,057		66		(1,082)	(1,041)				-		
1285 W 3200 S	2024	2,057		66			(2,123)				-		
1248 W 3200 S	2024	2,057		66			(2,123)				-		
pd w SIP	2024	170		5			(175)				-		
1870, 1868, 1866, 1864, 1862 S 300 W	2024	10,287		331		(4,797)					5,821	2026	2025-02 Mt View Bike Park
1873, 1877, 1879, 1881 S 300 W	2024	8,230		265							8,495	2026	2025-02 Mt View Bike Park
1863, 1865, 1867, 1869, 1871 S 300W	2024	10,287		331							10,618	2026	2025-02 Mt View Bike Park
Orchard Hills Subdivision 1-5	2024	30,864		994							31,858	2026	2025-02 Mt View Bike Park
2218 S 635 W 3	2024	8,230		265							8,495	2026	2025-02 Mt View Bike Park
2218 S 635 W 2	2024	8,230		265							8,495	2026	2025-02 Mt View Bike Park
2218 S 635 W 1	2024	8,230		265							8,495	2026	2025-02 Mt View Bike Park
pd w SIP	2024	170		5							175	2026	2025-02 Mt View Bike Park
Total Collected for FY 2024		143,126	-	4,604	(46,819)	(8,200)	(10,259)	-	-	-	82,452		
Labrum - Think Big Investment	2025		2,000	64							2,064	2026	2025-02 Mt View Bike Park
Wendy Jensen - Nicholls ADU B	2025		1,200	39							1,239	2026	2025-02 Mt View Bike Park
Robert Anderson - Permit #26	2025		6,493	209							6,702	2026	2025-02 Mt View Bike Park
Robert Anderson - Permit #46	2025		6,493	209							6,702	2026	2025-02 Mt View Bike Park
Jake Grandstaff - Sage Construction	2025		2,000	64							2,064	2026	2025-02 Mt View Bike Park
Robert Anderson	2025		3,247	105							3,352	2026	2025-02 Mt View Bike Park
Robert Anderson	2025		3,247	105							3,352	2026	2025-02 Mt View Bike Park
Bob Anderson - Perry Landing	2025		6,493	209							6,702	2026	2025-02 Mt View Bike Park
Michael Thomas	2025		6,000	193							6,193	2026	2025-02 Mt View Bike Park
Michael Thomas	2025		8,000	261							8,261	2026	2025-02 Mt View Bike Park
Robert Anderson Permit #5716	2025		6,493	209							6,702	2026	2025-02 Mt View Bike Park
Kyler Walker	2025		6,493	209							6,702	2026	2025-02 Mt View Bike Park
Scott Gibby	2025		6,493	210							6,703	2026	2025-02 Mt View Bike Park
Total Collected for FY 2025		-	64,651	2,086	-	-	-	-	-	-	66,737		
Subtotals by Category		164,445	64,651	7,376	(68,824)	(8,200)	(10,259)	-	-	-	149,189		



Interest/Project Cost Allocation 7,375 - -

Total Park Impact Fees on Hand 149,189

		Amount			Reference to Impact Fee Facilities Plan and Analysis
Current Year Project Name and Description		Current Year Expenditure	Total Project Budget	remaining for project completion	
Mt View Park Equipment	2025-01	\$ 68,824.00	\$ 68,824.00	\$ -	See Page 10-11 of our Parks IFFP - <a href="https://hosting.civiclinq.com/perryut/books/comprehensive-planning/13.04.01">https://hosting.civiclinq.com/perryut/books/comprehensive-planning/13.04.01</a>
Mt View Bike Park	2025-02	\$ 8,200.00	\$ 135,577.00	\$ 127,377.00	
Park Masterplan	2025-03	\$ 10,258.85	\$ 20,000.00	\$ 9,741.15	
Mt View Bike Park Ph 2 (Design & RFP)	2026-01	\$ 17,669.85	\$ 17,669.85	\$ 17,669.85	
		\$ 87,282.85		\$ 154,788.00	

Impact Fee Schedule - Sewer

Perry City  
Impact Fee Schedule - Sewer  
Revenues on Hand  
#NAME?

Projects From Which Funds Were Collected	Fiscal Year Received	Sewer Beginning of Year Bal	Impact Fees	Interest allocated to Impact Fees	Sewer	Sewer	Sewer	Sewer	Sewer	Sewer	Total	Projected	Project for which the fee is Budgeted
			Collected in the Current Year		Project 01	Project 2025-02	Project 2025-03	Project 2025-04	Project 2025-05	Schedule for Expenditure			
2041 S 100 W	2024	-		-							-		
2925 S Hwy 89 Bldg A	2024	-		-							-		
1371 W 3030 S	2024	-		-							-		
770 W Davis Street	2024	-		-							-		
344, 342, 338, 336, W 1875 S	2024	-		-							-		
2925 S Hwy 89 Units 1-6	2024	-		-							-		
1212 W 3200 S	2024	-		-							-		
2911 S Perry St (Out bldg)	2024	-		-							-		
1060 W 1160 S	2024	-		-							-		
1853, 1855, 1857, 1859 S 300 W	2024	-		-							-		
1297 W 3200 S	2024	-		-							-		
1227 W 3200 S	2024	-		-							-		
1261 W 3200 S	2024	-		-							-		
1285 W 3200 S	2024	-		-							-		
1248 W 3200 S	2024	-		-							-		
1870, 1868, 1866, 1864, 1862 S 300 W	2024	-		-							-		
1873, 1877, 1879, 1881 S 300 W	2024	-		-							-		
1863, 1865, 1867, 1869, 1871 S 300W	2024	-		-							-		
2218 S 635 W 3	2024	-		-							-		
2218 S 635 W 2	2024	-		-							-		
2218 S 635 W 1	2024	-		-							-		
Total Collected for FY 2024			-	-	-	-	-	-	-	-	-		
Labrum - Think Big Investment	2025		5,250	-	(5,250.00)						-		
Wendy Jensen - Nicholls ADU B	2025		1,050	-	(1,050.00)						-		
Robert Anderson - Permit #26	2025		5,250	-	(5,250.00)						-		
Robert Anderson - Permit #46	2025		5,250	-	(5,250.00)						-		
Jake Grandstaff - Sage Construction	2025		5,250	-	(5,250.00)						-		
Robert Anderson	2025		2,625	-	(2,625.00)						-		
Robert Anderson	2025		2,625	-	(2,625.00)						-		
Bob Anderson - Perry Landing	2025		5,250	-	(5,250.00)						-		
Michael Thomas	2025		15,750	-	(15,750.00)						-		
Michael Thomas	2025		21,000	-	(21,000.00)						-		
Robert Anderson Permit #5716	2025		5,250	-	(5,250.00)						-		
Kyler Walker	2025		5,250	-	(5,250.00)						-		
Scott Gibby	2025		5,250	-	(5,250.00)						-		
Total Collected for FY 2025			-	85,050	-	(85,050)	-	-	-	-	-		
Subtotals by Category			-	85,050	-	(85,050)	-	-	-	-	-		
Interest/Project Cost Allocation					-								
Total Sewer Impact Fees on Hand											(9,284,119)	Negative Balance	

Current Year Project Name and Description	PY balance	Current Year Expenditure	Current Year Collections	Ending Balance	Reference to Impact Fee Facilities Plan and Analysis
2025-01 Sewer System (Bonded for and impact fees are paying it off)	\$ (9,356,681.00)	\$ (12,487.86)	\$ 85,050.00	\$ (9,284,118.86)	



## Impact Fee Schedule - Water

Perry City

Impact Fee Schedule - Water

Revenues on Hand

June 30, 2025

Projects From Which Funds Were Collected	Fiscal Year	Water Beginning of Year Bal	Impact Fees		Water Project 2024-01	Water Project 2025-01	Water Project 2025-03	Water Project 2025-04	Water Project 2025-05	Water Project 2025-06	Total	Projected Schedule for Expenditure	Project for which the fee is Budgeted
			Collected in the Current Year	Interest allocated to Impact Fees									
Dream Castle Homes	2022	2,311		90	(2,401)						-		
RM Mills/Davis Creek Lot 17	2022	3,124		121	(3,245)						-		
J and J General Contractors	2022	3,124		121	(3,245)						-		
J and J Contractor	2022	3,124		121	(3,245)						-		
Darlene Jensen Permit	2022	3,124		121	(3,245)						-		
RM Mills Davis Creek #2	2022	3,124		121	(3,245)						-		
RM Mills Davis Creek #3	2022	3,124		121	(3,245)						-		
RM Mills Davis Creek #30	2022	3,124		121	(3,245)						-		
RM Mills Davis Creek Lot 31	2022	3,124		121	(3,245)						-		
BJ Wyatt Permit	2022	3,124		121	(3,245)						-		
Target Homes Inc.	2022	3,124		121	(3,245)						-		
J & M Construction	2022	3,124		121	(3,245)						-		
Tyler Farr	2022	3,124		121	(3,245)						-		
J & M Construction	2022	3,124		121	(3,245)						-		
Jacob Meyer Permit	2022	3,124		121	(3,245)						-		
RM Mills Construction Davis Cr	2022	3,124		121	(3,245)						-		
Davis Creek Lot 8	2022	3,124		121	(3,245)						-		
RM Mills Lot 14	2022	3,124		121	(3,245)						-		
RM Mills Lot 14	2022	3,124		121	(3,245)						-		
RM Mills	2022	3,124		121	(3,245)						-		
Layne Lovell	2022	28,124		1,089	(29,213)						-		
Top Notch Construction-Venture	2022	3,124		121	(3,245)						-		
Alpine Excavating - Orchard Hill	2022	21,874		847	(22,721)						-		
RM Mills Construction LLC	2022	3,124		121	(3,245)						-		
RM Mills Construction	2022	3,124		121	(3,245)						-		
RM Mills Lot 6	2022	3,124		121	(3,245)						-		
Garrett Pett	2022	3,124		121	(3,245)						-		
Steven Hansen	2022	3,124		121	(3,245)						-		
RM Mills Davis Creek Lot 10	2022	3,124		121	(238)	(2,569)					438		2025-01 Nielson Well Pump House Desi
RM Mills DC05	2022	3,124		121							3,245		2025-01 Nielson Well Pump House Desi
Dennis Hirschi	2022	3,506		136							3,642		2025-01 Nielson Well Pump House Desi
RM Mills Lot 23	2022	3,124		121							3,245		2025-01 Nielson Well Pump House Desi
RM Mills Lot 28	2022	3,124		121							3,245		2025-01 Nielson Well Pump House Desi
Total Collected for FY 2022		146,411		5,671	(135,698)	(2,569)	-	-	-	-	13,815		
RM Mills Lot 18	2023	3,101		120							3,221		2025-01 Nielson Well Pump House Desi
RM Mills Lot 22	2023	3,101		120							3,221		2025-01 Nielson Well Pump House Desi
RM Mills Lot 21	2023	3,101		120							3,221		2025-01 Nielson Well Pump House Desi
RM Mills Lot 18	2023	3,101		120							3,221		2025-01 Nielson Well Pump House Desi
RM Mills Lot 25	2023	3,101		120							3,221		2025-01 Nielson Well Pump House Desi
Alpine Custom Building	2023	24,800		961							25,761		2025-01 Nielson Well Pump House Desi
RM Mills Lot 16	2023	3,101		120							3,221		2025-01 Nielson Well Pump House Desi
RM Mills Lot 20 Davis Creek	2023	3,101		120							3,221		2025-01 Nielson Well Pump House Desi
Robert Anderson/Perry Landing	2023	3,101		120							3,221		2025-01 Nielson Well Pump House Desi
Robert Anderson/Perry Landing	2023	3,101		120							3,221		2025-01 Nielson Well Pump House Desi
RM Mills Lot 19	2023	3,101		120							3,221		2025-01 Nielson Well Pump House Desi
Chris Thurgood Construction	2023	3,101		120							3,221		2025-01 Nielson Well Pump House Desi
RM Mills/Davis Creek Lot 26	2023	3,101		120							3,221		2025-01 Nielson Well Pump House Desi
RM Mills Lot 11	2023	3,101		120							3,221		2025-01 Nielson Well Pump House Desi

RM Mills Lot 27	2023	3,101	120						3,221	2025-01 Nielson Well Pump House Desi
Anderson Construction	2023	3,101	120						3,221	2025-01 Nielson Well Pump House Desi
RM Mills DC Lot 12	2023	3,101	120						3,221	2025-01 Nielson Well Pump House Desi
Andrew Eyster	2023	3,101	120						3,221	2025-01 Nielson Well Pump House Desi
Miles & Homes	2023	12,400	480						12,880	2025-01 Nielson Well Pump House Desi
RM Mills Lot 1	2023	3,101	120						3,221	2025-02 Walker Cinema Waterline
RM Mills Lot 13	2023	3,101	120						3,221	2025-02 Walker Cinema Waterline
Public Safety Complex - State of Utah	2023	16,523	640						17,163	2025-02 Walker Cinema Waterline
Perry Landing Lot 15/Bob Anderson	2023	3,101	120						3,221	2025-02 Walker Cinema Waterline
Waterridge Inc/Townhouses 13-	2023	18,600	720						19,320	2025-02 Walker Cinema Waterline
Bob Anderson/Perry Landing Lot 10	2023	3,101	120						3,221	2025-02 Walker Cinema Waterline
Harmony Cove Bldg 4	2023	12,400	480						12,880	2025-02 Walker Cinema Waterline

Total Collected for FY 2023		149,844	5,801	-	-	-	-	-	-	155,645
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2041 S 100 W	2024	2,996	116						3,112	2025-02 Walker Cinema Waterline
2925 S Hwy 89 Bldg A	2024	17,978	696						18,674	2025-02 Walker Cinema Waterline
1371 W 3030 S	2024	2,996	116						3,112	2025-02 Walker Cinema Waterline
770 W Davis Street	2024	599	23						622	2025-02 Walker Cinema Waterline
344, 342, 338, 336, W 1875 S	2024	11,986	464						12,450	2025-02 Walker Cinema Waterline
2925 S Hwy 89 Units 1-6	2024	17,978	696						18,674	2025-02 Walker Cinema Waterline
1212 W 3200 S	2024	2,996	116						3,112	2025-02 Walker Cinema Waterline
2911 S Perry St (Out bldg)	2024	599	23						622	2025-02 Walker Cinema Waterline
1060 W 1160 S	2024	9,978	387						10,365	2025-02 Walker Cinema Waterline
1853, 1855, 1857, 1859 S 300 W	2024	11,986	464						12,450	2025-02 Walker Cinema Waterline
1297 W 3200 S	2024	2,996	116						3,112	2025-02 Walker Cinema Waterline
1227 W 3200 S	2024	2,996	116						3,112	2025-02 Walker Cinema Waterline
1261 W 3200 S	2024	2,996	116						3,112	2025-02 Walker Cinema Waterline
1285 W 3200 S	2024	2,996	116						3,112	2025-02 Walker Cinema Waterline
1248 W 3200 S	2024	2,996	116						3,112	2025-02 Walker Cinema Waterline
1870, 1868, 1866, 1864, 1862 S 300 W	2024	14,982	580						15,562	2025-02 Walker Cinema Waterline
1873, 1877, 1879, 1881 S 300 W	2024	11,986	464						12,450	2029-01 Nielson Well Storage Tank
1863, 1865, 1867, 1869, 1871 S 300W	2024	14,982	580						15,562	2029-01 Nielson Well Storage Tank
Orchard Hills Subdivision 1-5	2024	44,954	1,741						46,695	2029-01 Nielson Well Storage Tank
2218 S 635 W 3	2024	11,986	474						12,460	2029-01 Nielson Well Storage Tank
2218 S 635 W 2	2024	11,986	464						12,450	2029-01 Nielson Well Storage Tank
2218 S 635 W 1	2024	11,986	464						12,450	2029-01 Nielson Well Storage Tank

Total Collected for FY 2024		217,935	-	8,448	-	-	-	-	-	226,383
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Labrum - Think Big Investment	2025	2,877	111						2,988	2029-01 Nielson Well Storage Tank
Wendy Jensen - Nicholls ADU B	2025	2,160	84						2,244	2029-01 Nielson Well Storage Tank
Robert Anderson - Permit #26	2025	10,800	418						11,218	2029-01 Nielson Well Storage Tank
Robert Anderson - Permit #46	2025	10,800	418						11,218	2029-01 Nielson Well Storage Tank
Jake Grandstaff - Sage Construction	2025	2,877	111						2,988	2029-01 Nielson Well Storage Tank
Robert Anderson	2025	5,400	209						5,609	2029-01 Nielson Well Storage Tank
Robert Anderson	2025	5,400	209						5,609	2029-01 Nielson Well Storage Tank
Bob Anderson - Perry Landing	2025	10,800	418						11,218	2029-01 Nielson Well Storage Tank
Michael Thomas	2025	8,631	334						8,965	2029-01 Nielson Well Storage Tank
Michael Thomas	2025	11,508	446						11,954	2029-01 Nielson Well Storage Tank
Robert Anderson Permit #5716	2025	10,800	418						11,218	2029-01 Nielson Well Storage Tank
Kyler Walker	2025	10,800	418						11,218	2029-01 Nielson Well Storage Tank
Scott Gibby	2025	10,800	419						11,219	2029-01 Nielson Well Storage Tank

Total Collected for FY 2025		-	103,653	4,013	-	-	-	-	-	107,666
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Subtotals by Category		514,190	103,653	23,933	(135,698)	(2,569)	-	-	-	503,509
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Interest/Project Cost Allocation			23,932	-	-					
<b>Total Water Impact Fees on Hand</b>										<b>503,509</b>

Current Year Project Name and Description	Current Year Expenditure	Total Project Budget	Amount remaining for project completion	Reference to Impact Fee Facilities Plan and Analysis
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Nielson Well #5	2024-01	\$ 135,697.75	\$ 135,697.75	\$ -	See IFFP: file:///C:/Users/shannaj/Downloads/PerryWaterIFAPUBLICHEARING2222024.pdf
Nielson Well Pump House Design & Permitting	2025-01	\$ 2,569.25	\$ 100,000.00	\$ 97,430.75	See IFFP: file:///C:/Users/shannaj/Downloads/PerryWaterIFAPUBLICHEARING2222024.pdf
Walker Cinema Waterline	2025-02	\$ -	\$ 200,000.00	\$ 200,000.00	See IFFP: file:///C:/Users/shannaj/Downloads/PerryWaterIFAPUBLICHEARING2222024.pdf & Capital Facilities Plan: <a href="https://hosting.civiclinq.com/">https://hosting.civiclinq.com/</a>
Nielson Well #5 Storage Tank	2029-01	\$ -	\$ 1,000,000.00	\$ 1,000,000.00	See IFFP: file:///C:/Users/shannaj/Downloads/PerryWaterIFAPUBLICHEARING2222024.pdf
Total		\$ 138,267.00		\$ 1,297,430.75	

## Impact Fee Schedule - Storm Drain

Perry City

Impact Fee Schedule - Storm Drain

Revenues on Hand

June 30, 2025

Projects From Which Funds Were Collected	Fiscal Year	Storm Drain Beginning of Year Bal	Impact Fees		Storm Drain Project 2025-01	Storm Drain Project 2025-02	Storm Drain Project 2025-03	Storm Drain Project 2025-04	Storm Drain Project 2025-05	Storm Drain Project 2025-06	Total	Projected Schedule for Expenditure	Project for which the fee is Budgeted
			Collected in the Current Year	Interest allocated to Impact Fees									
Ken Jensen	2016	353		15	(368)						-		
Robert Thurgood	2016	1,647		72	(1,719)						-		
Immaculate Homes	2016	1,647		72	(1,719)						-		
Total Collected for FY 2016		3,647		159	(3,806)	-	-	-	-	-	-		
Sierra Homes	2017	1,569		69	(1,638)						-		
Robert Anderson	2017	1,569		69	(1,638)						-		
Jensen Homes	2017	1,569		69	(1,638)						-		
A and J Homes	2017	1,569		69	(1,638)						-		
Wendy Jensen	2017	1,569		69	(1,638)						-		
Cory Behunin	2017	1,569		69	(1,638)						-		
Peach Kleen/TSR Holdings	2017	10,046		439	(10,485)						-		
Eric & Amber Morrill	2017	1,569		69	(1,638)						-		
Target Homes	2017	1,569		69	(1,638)						-		
Robert Anderson/Taylor's Co	2017	1,569		69	(1,638)						-		
Crossman Construction/Sunri	2017	1,569		69	(74)	(1,564)					-		
Travis Port/Ansley Lot 10	2017	1,569		69		(936)					702	2026	2025-01 1200 W Central Trail Project
Life Style Homes	2017	1,569		69							1,638	2026	2025-01 1200 W Central Trail Project
Sierra Homes OC Lot 54	2017	1,569		69							1,638	2026	2025-01 1200 W Central Trail Project
Freedom Homes	2017	1,569		69							1,638	2026	2025-01 1200 W Central Trail Project
Sierra Homes	2017	1,569		69							1,638	2026	2025-01 1200 W Central Trail Project
Steve Swapp	2017	1,569		69							1,638	2026	2025-01 1200 W Central Trail Project
Contemporary Homes	2017	1,569		69							1,638	2026	2025-01 1200 W Central Trail Project
Sierra Homes/OC Lot 45	2017	1,569		69							1,638	2026	2025-01 1200 W Central Trail Project
Jensen Homes/Permit	2017	1,569		69							1,638	2026	2025-01 1200 W Central Trail Project
Wendy Jensen TWJ Mgt LLC	2017	1,569		69							1,638	2026	2025-01 1200 W Central Trail Project
Robert Anderson	2017	1,569		69							1,638	2026	2025-01 1200 W Central Trail Project
Robert Anderson	2017	1,569		69							1,638	2026	2025-01 1200 W Central Trail Project
Chris Pebley - Suncrest	2017	1,569		69							1,638	2026	2025-01 1200 W Central Trail Project
Sierra Homes	2017	1,569		69							1,638	2026	2025-01 1200 W Central Trail Project
Target Homes	2017	1,569		69							1,638	2026	2025-01 1200 W Central Trail Project
Dixon Brockbank	2017	1,569		69							1,638	2026	2025-01 1200 W Central Trail Project
Two Brothers	2017	1,569		69							1,638	2026	2025-01 1200 W Central Trail Project
Robert Anderson	2017	1,569		69							1,638	2026	2025-01 1200 W Central Trail Project
Kim Reeder	2017	1,569		69							1,638	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Suncrest L	2017	1,569		69							1,638	2026	2025-01 1200 W Central Trail Project
Stone Peak Construction	2017	1,569		69							1,638	2026	2025-01 1200 W Central Trail Project
Total Collected for FY 2017		58,685		2,578	(25,301)	(2,500)	-	-	-	-	33,462		
Sierra Homes	2018	1,523		67							1,590	2026	2025-01 1200 W Central Trail Project
Robert Anderson	2018	1,523		67							1,590	2026	2025-01 1200 W Central Trail Project
American Remodel and Rest	2018	1,523		67							1,590	2026	2025-01 1200 W Central Trail Project
Robert Anderson	2018	1,523		67							1,590	2026	2025-01 1200 W Central Trail Project
Target Homes Inc.	2018	1,523		67							1,590	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Suncrest 3	2018	1,523		67							1,590	2026	2025-01 1200 W Central Trail Project
Bob Anderson/Suncrest Lot 6	2018	1,523		67							1,590	2026	2025-01 1200 W Central Trail Project

Robert Anderson/Permit	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Permit	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Permit	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Permit	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Permit	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Danial Ferraro	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Lot 14	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Lot 1	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Pheasant	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Pheasant H	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
KOZ Construction	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Sierra Homes	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Pheasant Hollow Lot 12	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Pheasant Hollow Lot 16	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Robert J. Anderson Inc.	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Pheasant Hollow Lot 2	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Kelly Baird	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Pheasant H	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Sunridge L	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Jensen Homes/Permit	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Wendy Jensen	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Ryan Reeder	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Graves Unlimited	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Pheasant H	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Pheasant H	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Karen Bankhead/Clint Nelson	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Sierra Homes	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Curtis Knight/Chateau Est	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Pheasant H	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Wendy Jensen	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Six Point Construction	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Target Homes	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Top Notch Construction	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Kenyon Bott/Permit	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Sunridge L	2018	1,523	67			1,590	2026	2025-01 1200 W Central Trail Project
Total Collected for FY 2018		63,966	2,814	-	-	-	-	66,780

Robert Anderson Pheasant H	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
Robert Anderson Pheasant H	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
Robert Anderson Pheasant H	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
Robert Anderson Pheasant H	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
Dean Stokes Construction	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
Pheasant Hollow 21 Bob Anderson	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
Pheasant Hollow 27 Bob Anderson	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
Rober Anderson/Pheasant Hollow	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
Premier Remodeling	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
Wendy Jensen Lot 18 Taylors	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Pheasant Hollow	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
Robert J Anderson	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
Robert Anderson Pheasant Hollow	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
Alonso Patino/Brandon Hans	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
Robert Anderson	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
Six Point Construction	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
Bob Anderson/Suncrest Lot 6	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
Robert Anderson	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
Katie Lyman	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
Chelsea Craner	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
Dream Castle Homes	2019	1,482	65			1,547	2026	2025-01 1200 W Central Trail Project
ADL Storage #1	2019	2,859	125			2,984	2026	2025-01 1200 W Central Trail Project
ADL Storage #2	2019	1,475	64			1,539	2026	2025-01 1200 W Central Trail Project
ADL Storage #3	2019	1,896	83			1,979	2026	2025-01 1200 W Central Trail Project
ADL Storage #5	2019	3,910	171			4,081	2026	2025-01 1200 W Central Trail Project
ADL Storage #4	2019	2,103	92			2,195	2026	2025-01 1200 W Central Trail Project



C&N Properties	2019	2,640	115			2,755	2026	2025-01 1200 W Central Trail Project
DRL Stokes Investments	2019	300	13			313	2026	2025-01 1200 W Central Trail Project
Total Collected for FY 2019		46,304	2,028	-	-	-	-	48,332
Robert Anderson Suncrest	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Pheasant	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Pheasant	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
C and K Construction	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Brad Carlin	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Pheasant	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Target Homes	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Robert Anderson Suncrest	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Jaxson Marsh	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Braun & Stephanie Bowde	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Sierra Homes/Wasatch Hill	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Robert Anderson Suncrest	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Robert Anderson Suncrest	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Robert Anderson Suncrest	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Lync Construction/Maple H	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Lync Construction/Maple H	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Robert Anderson Pheasant	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Robert Anderson Suncrest	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Bell Built Homes	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Jeff Phillips/New Home	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Blake Terry	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Doug Wyatt	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Doug Wyatt/Frampton Home	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Robert Anderson Pheasant	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Robert Anderson Suncrest	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Michael Wood	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Robb Miles	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Lync Construction/Maple H	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Lync Construction/Maple H	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Nick Browne	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Michael Blake	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Bradley Barber	2020	1,430	62			1,492	2026	2025-01 1200 W Central Trail Project
Total Collected for FY 2020		47,190	2,046	-	-	-	-	49,236
Crossman Construction	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Target Homes	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Six Point Construction	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Leading Tech/High Top Hom	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Leading Tech/High Top	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Robert Anderson Pheasant H	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Travis Waudby	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Randy & Robin Matthews	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Robert Anderson Pheasant H	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Robert J. Anderson Inc	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Robert J. Anderson Inc	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
ADL Storage/Amber Nielson	2021	3,705	162			3,867	2026	2025-01 1200 W Central Trail Project
Dane & Emily Dixon	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Lync Construction	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Lync Construction Maple Hills	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Lync Construction Maple Hills	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Lync Const./Maple Hills Lot 1	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Lync Construction MH Lot 18	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
ADL Storage	2021	2,649	116			2,765	2026	2025-01 1200 W Central Trail Project
Lync Construction/MH Lot	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Top Notch/Cal Davidson	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Mike & Karlie Clark	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Nate Sumko	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project

Nate Kjar/Bldg Permit	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Perry Canyon Condos	2021	9,795	394			10,189	2026	2025-01 1200 W Central Trail Project
Target Homes	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Crossman Construction	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Jeds At Home Construction	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Brandt Miles/Devin Miles	2021	1,399	61			1,460	2026	2025-01 1200 W Central Trail Project
Total Collected for FY 2021		52,524	2,258	-	-	-	-	54,782
Blue Canyon Inc	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
Ryan Stokes	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
Tracy Harper Const	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
Michael R Udy Construction	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
Dream Castle Homes	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
RM Mills/Davis Creek Lot 17	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
J and J General Contractors	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
J and J Contractor	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
Darlene Jensen Permit	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
RM Mills Davis Creek #2	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
RM Mills Davis Creek #3	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
RM Mills Davis Creek #30	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
RM Mills Davis Creek Lot 31	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
BJ Wyatt Permit	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
Target Homes Inc.	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
J & M Construction	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
Nate Tueller	2022	1,139	50			1,189	2026	2025-01 1200 W Central Trail Project
Tyler Farr	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
J & M Construction	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
Jacob Meyer Permit	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
RM Mills Construction Davis Cr	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
Davis Creek Lot 8	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
RM Mills Lot 14	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
RM Mills Lot 14	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
RM Mills	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
Layne Lovell	2022	12,553	548			13,101	2026	2025-01 1200 W Central Trail Project
Top Notch Construction-Venture	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
Alpine Excavating - Orchard Hill	2022	9,753	426			10,179	2026	2025-01 1200 W Central Trail Project
RM Mills Construction	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
RM Mills Lot 6	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
Garrett Pett	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
Steven Hansen	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
RM Mills Davis Creek Lot 10	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
RM Mills DC05	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
Dennis Hirschi	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
RM Mills Lot 23	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
RM Mills Lot 28	2022	1,393	61			1,454	2026	2025-01 1200 W Central Trail Project
Total Collected for FY 2022		70,807	3,098	-	-	-	-	73,905
RM Mills Lot 18	2023	1,387	61	-		1,448	2026	2025-01 1200 W Central Trail Project
RM Mills Lot 22	2023	1,387	61			1,448	2026	2025-01 1200 W Central Trail Project
RM Mills Lot 21	2023	1,387	61			1,448	2026	2025-01 1200 W Central Trail Project
RM Mills Lot 18	2023	1,387	61			1,448	2026	2025-01 1200 W Central Trail Project
RM Mills Lot 25	2023	1,387	61			1,448	2026	2025-01 1200 W Central Trail Project
Alpine Custom Building	2023	11,100	485			11,585	2026	2025-01 1200 W Central Trail Project
RM Mills Lot 16	2023	1,387	61			1,448	2026	2025-01 1200 W Central Trail Project
RM Mills Lot 20 Davis Creek	2023	1,387	61			1,448	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Perry Landing	2023	1,387	61			1,448	2026	2025-01 1200 W Central Trail Project
Robert Anderson/Perry Landing	2023	1,387	61			1,448	2026	2025-01 1200 W Central Trail Project
RM Mills Lot 19	2023	1,387	61			1,448	2026	2025-01 1200 W Central Trail Project
Chris Thurgood Construction	2023	1,387	61			1,448	2026	2025-01 1200 W Central Trail Project
RM Mills/Davis Creek Lot 26	2023	1,387	61			1,448	2026	2025-01 1200 W Central Trail Project
RM Mills Lot 11	2023	1,387	61			1,448	2026	2025-01 1200 W Central Trail Project
RM Mills Lot 27	2023	1,387	61			1,448	2026	2025-01 1200 W Central Trail Project
Anderson Construction	2023	1,387	61			1,448	2026	2025-01 1200 W Central Trail Project

RM Mills DC Lot 12	2023	1,387	61						1,448	2026	2025-01 1200 W Central Trail Project
Andrew Eyster	2023	1,387	61						1,448	2026	2025-01 1200 W Central Trail Project
Miles & Homes	2023	5,549	242						5,791	2026	2025-01 1200 W Central Trail Project
RM Mills Lot 1	2023	1,387	61						1,448	2026	2025-01 1200 W Central Trail Project
RM Mills Lot 13	2023	1,387	61						1,448	2026	2025-01 1200 W Central Trail Project
Perry Landing Lot 15/Bob Anderson	2023	1,387	61						1,448	2026	2025-01 1200 W Central Trail Project
Storm Drainridge Inc/Townhouses 13-	2023	8,091	354						8,445	2026	2025-01 1200 W Central Trail Project
Bob Anderson/Perry Landing Lot 10	2023	1,387	61						1,448	2026	2025-01 1200 W Central Trail Project
Harmony Cove Bldg 4	2023	5,549	242						5,791	2026	2025-01 1200 W Central Trail Project

Total Collected for FY 2023		59,416	2,604	-	-	-	-	-	-	62,020	
2041 S 100 W	2024	1,342	59						1,401	2026	2025-01 1200 W Central Trail Project
2925 S Hwy 89 Bldg A	2024	8,054	352						8,406	2026	2025-01 1200 W Central Trail Project
1371 W 3030 S	2024	1,342	59						1,401	2026	2025-01 1200 W Central Trail Project
770 W Davis Street	2024	269	12						281	2026	2025-01 1200 W Central Trail Project
344, 342, 338, 336, W 1875 S	2024	5,370	235						5,605	2026	2025-01 1200 W Central Trail Project
2925 S Hwy 89 Units 1-6	2024	8,054	352						8,406	2026	2025-01 1200 W Central Trail Project
1212 W 3200 S	2024	1,342	59						1,401	2026	2025-01 1200 W Central Trail Project
2911 S Perry St (Out bldg)	2024	269	12						281	2026	2025-01 1200 W Central Trail Project
1060 W 1160 S	2024	1,342	59						1,401	2026	2025-01 1200 W Central Trail Project
1853, 1855, 1857, 1859 S 300 W	2024	5,370	235						5,605	2026	2025-01 1200 W Central Trail Project
1297 W 3200 S	2024	1,342	59						1,401	2026	2025-01 1200 W Central Trail Project
1227 W 3200 S	2024	1,342	59						1,401	2026	2025-01 1200 W Central Trail Project
1261 W 3200 S	2024	1,342	59						1,401	2026	2025-01 1200 W Central Trail Project
1285 W 3200 S	2024	1,342	59						1,401	2026	2025-01 1200 W Central Trail Project
1248 W 3200 S	2024	1,342	59						1,401	2026	2025-01 1200 W Central Trail Project
1870, 1868, 1866, 1864, 1862 S 300 W	2024	6,712	293						7,005	2026	2025-01 1200 W Central Trail Project
1873, 1877, 1879, 1881 S 300 W	2024	5,370	235						5,605	2026	2025-01 1200 W Central Trail Project
1863, 1865, 1867, 1869, 1871 S 300W	2024	6,712	293						7,005	2026	2025-01 1200 W Central Trail Project
2218 S 635 W 3	2024	5,370	235						5,605	2026	2025-01 1200 W Central Trail Project
2218 S 635 W 2	2024	5,370	235						5,605	2026	2025-01 1200 W Central Trail Project
2218 S 635 W 1	2024	5,370	235						5,605	2026	2026-01 Detention Ponds

Total Collected for FY 2024		74,368	-	3,255	-	-	-	-	-	-	77,623
Labrum - Think Big Investment	2025	1,284	56						1,340	2026	2026-01 Detention Ponds
Wendy Jensen - Nicholls ADU B	2025	257	11						268	2026	2026-01 Detention Ponds
Robert Anderson - Permit #26	2025	1,284	56						1,340	2026	2026-01 Detention Ponds
Robert Anderson - Permit #46	2025	1,284	56						1,340	2026	2026-01 Detention Ponds
Jake Grandstaff - Sage Construction	2025	1,284	56						1,340	2026	2026-01 Detention Ponds
Robert Anderson	2025	642	28						670	2026	2026-01 Detention Ponds
Robert Anderson	2025	642	28						670	2026	2026-01 Detention Ponds
Bob Anderson - Perry Landing	2025	1,284	56						1,340	2026	2026-01 Detention Ponds
Michael Thomas	2025	3,852	168						4,020	2026	2026-01 Detention Ponds
Michael Thomas	2025	5,136	224						5,360	2026	2026-01 Detention Ponds
Robert Anderson Permit #5716	2025	1,284	56						1,340	2026	2026-01 Detention Ponds
Kyler Walker	2025	1,284	56						1,340	2026	2026-01 Detention Ponds
Scott Gibby	2025	1,284	56						1,340	2026	2026-01 Detention Ponds

Total Collected for FY 2024		-	20,801	907	-	-	-	-	-	-	21,708
Subtotals by Category		476,906	20,801	21,747	(29,107)	(2,500)	-	-	-	-	487,847

Interest/Project Cost Allocation			21,747	-	-						
<b>Total Storm Drain Impact Fees on Hand</b>											<b>487,847</b>

Current Year Project Name and Description		Current Year Expenditure	Total Project Budget	Amount remaining for project completion	Reference to Impact Fee Facilities Plan and Analysis	
1200 W Central Trail (Historic Orchard Pathway) Drainage	2025-01	\$ 29,107.17	\$ 490,540.87	\$ 461,433.70	Includes Items pertaining to projects 4, 6, 8, 9, and 10 of the 2016 CFP:	<a href="https://hosting.civicing.com/perryut/books/comprehens">https://hosting.civicing.com/perryut/books/comprehens</a>
2025-02 Maple Hills Detention Pond	2025-02	\$ 2,500.00	\$ 2,500.00	\$ -	<a href="https://hosting.civicing.com/perryut/books/comprehensive-planning/13.05.040">https://hosting.civicing.com/perryut/books/comprehensive-planning/13.05.040</a>	
2026-01 Detention Ponds	2026-01	\$ -	\$ 27,174.00	\$ 27,174.00	<a href="https://hosting.civicing.com/perryut/books/comprehensive-planning/13.05.040">https://hosting.civicing.com/perryut/books/comprehensive-planning/13.05.040</a>	



**PERRY CITY  
RESOLUTION 2025-23**

**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 \_\_\_\_\_, 2025.

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

VOTING:

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

ATTEST:

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



## 4.8 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

Independence Day

Pioneer Day

Labor Day

Veteran's Day

Thanksgiving

Day after Thanksgiving

Christmas

Changes

Side By Side

...

President's Day

Memorial Day

~~Juneteenth~~

Independence Day

Pioneer Day

Labor Day

Veteran's Day

...

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:**

Full-Time Employees working less than 40 hours per week will have vacation benefits accrued on a pro-rata basis.

- **Introductory Full-Time employees**

- **Part-Time Employees Working more than 25 hours per week:**

Eligible for 50% of full-time benefit

- **Grandfathered Part-Time:**

Eligible for 50% of full-time benefit

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.

DRAFT

**PERRY CITY  
ORDINANCE NO. 25-Q**

**ZONING MAP AMENDMENT**

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

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

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

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

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

**WHEREAS**, the City received an Application to Amend the Zoning Map to change the zoning to R 1/3 and to add the Development Overlay district and approve a Development Agreement;

**WHEREAS**, after publication of the required notice the Planning Commission held its public hearing on October 2, 2025, to take public comment on the proposed ordinance. The Planning Commission gave its recommendation to deny this Ordinance on November 6, 2025 with a 6-0 vote;

**WHEREAS**, the City Council received the recommendation from the Planning Commission and **approved** the Application in a public meeting on December 11, 2025;

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

- Section 1:**      **Repealer.** Any ordinance or portion of the municipal code inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.
- Section 2:**      **Zoning Map Amendment.** The Official Zoning Map of Perry City, Utah, is hereby amended to apply the R 1/3 zoning district and the Development Overlay zone for the following parcels located at approximately 1425 W 2250 S (Davis Dr): 03-157-0156, 03-157-0119, and 03-1570124.
- Section 3:**      **Adoption of Development Agreement.** A Development Agreement (Exhibit A) is approved with the application of the Development Overlay Zone.
- Section 4:**      **Severability.** If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue



in full force and effect.

**Section 5:      Effective date.** This Ordinance shall take effect immediately upon approval and posting.

PASSED AND ADOPTED by the City Council on this 11th day of December 2025.

\_\_\_\_\_  
Mayor

ATTEST:

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

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

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

\_\_\_\_\_ DATE: \_\_\_\_\_  
City Recorder

## EXHIBIT A

# Staff Report

December 11, 2025

City Council



**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)

## Planning Commission

Following the work session the Planning Commission reviewed this item and recommended denial with a 6-0 vote. The two main reasons given for this recommendation were:

1. Emergency access road – not in alignment with future roadways, preference to finding a solution to provide a standard road, maintenance, etc.
2. Clear resolution on irrigation water, groundwater, and potential wetlands.

Because of the issues identified, Planning Commission did not take the time to work through all of the details they might typically have considered with a development agreement, i.e. park details, landscaping, architecture, density, etc. If City Council is inclined to approve the development agreement, they should consider sending the application back to Planning Commission to work on these details.

## Work Session Report

Below you will find the staff report originally prepared for Planning Commission. It is anticipated that individual commissioners and council members will have varying opinion and perspectives on this proposal. However, development agreements can take some significant time and negotiation, therefore planning commission felt it prudent and efficient to coordinate and discuss this project jointly. This can preclude wasting time negotiating on a direction that may not be viewed favorably by City Council.

The future land use map shows this area (north of 2250 S) to remain in agriculture. It is worth noting that the south side of 2250 is shown to be residential and that water and sewer utilities are available in 2250 S.

Planning Commission held a public hearing on this issue and some neighbors expressed some concerns and provided some helpful information as follows.

- Consider that no conservation subdivisions have been constructed, so we do not yet have proof of concept.
- Request that 2250 S. be paved before constructing the rest of the subdivision to minimize construction dust.
- Surface irrigation practices impact this property.
- Fence along the emergency access road needs to be relocated.
- Trails should be paved.
- Lots adjacent to existing homes should be larger to help transition to the higher density.
- Should have larger lots overall.
- Potential springs on the property.

## **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 generally 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 Commission should also consider a stub road into the Phillips property (centrally located).

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.
- These 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.

Additional considerations could include wetlands, neighboring flood irrigation, including a stub road to the Phillips property.

### **Considerations and Recommendations**

As a legislative item City Council 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.

**DEVELOPMENT AGREEMENT**

**Between**

**PERRY CITY**

**and**

**XXXXXX**

**Date:**

## DEVELOPMENT AGREEMENT

### Brookside Fields

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Perry City ("City") and XXXXXXX ("Developer") and Thomas K Wood ("Developer"), known together herein as the "Parties."

### RECITALS

**WHEREAS**, The Developer desires and intends to develop a residential subdivision (the "Project") in Perry City;

**WHEREAS**, The Developer's objective is to develop 84 single family lots and 8 townhomes;

**WHEREAS**, The City's objective is to only approve a development that supports and advances the health, safety, and welfare of the community, as described and outlined in the general plan, the municipal code, adopted policies, and as otherwise determined by the City Council;

**WHEREAS**, the Project is currently zoned Agricultural and the Developer desires to obtain the R1/3 zoning district and apply the Development Overlay zone along with the terms and provisions contained herein; and

**WHEREAS**, The Project will be located on land referred to herein as the "Project Site." The Project Site is more specifically described in Attachment A: Project Area Legal Description and Graphic Depiction. A preliminary plan showing the general layout, improvements, and details of the Project is contained in Attachment B: Preliminary Plan with associated images and descriptions.

**NOW, THEREFORE**, in consideration of the recitals (which are incorporated in the Agreement by this reference) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

#### 1. PREVAILING REGULATIONS

- 1.1. The provisions set forth in Chapter 15.02 of the Perry Municipal Code shall prevail over this Agreement. The provisions of this Agreement shall prevail over conflicting provisions in other sections of the Perry Municipal Code or the Public Works Standards for Development, Design, and Construction ("Standards"). Where this Agreement does not address a certain aspect of the development or where there is ambiguity, then the Perry Municipal Code and city Standards shall prevail. Notwithstanding this Agreement, the Project shall obtain the required land use approvals outlined in the Perry Municipal Code for subdivisions. Developer shall comply with

requirements from the Fire Marshal, Army Corps of Engineers, and other appropriate regulating agencies.

## **2. EFFECTIVE DATE, EXPIRATION, AND TERMINATION**

- 2.1. Effective Date.** The Effective Date of this Agreement is the last date upon which it is signed by any of the Parties hereto.
- 2.2. Expiration.** The Agreement shall expire 36 months following the plat recording of the development. In the case that no plat has been recorded, the agreement shall expire 36 months from the Effective Date of this Agreement. The Developer may petition the City Council for one 12-month extension. The expiration terms set forth in this section remain unchanged in the event of and are not affected by the Developer's assignment of this Agreement.
- 2.3. Termination.** This Agreement may be terminated by mutual written agreement of the Parties to this Agreement. This Agreement automatically terminates, without notice, in the following circumstances:
- 2.3.1.** The term of this Agreement expires;
- 2.3.2.** The Developer defaults on any provision of this Agreement.
- 2.4.** In the case of Expiration or Termination this Agreement shall be void and the Development Overlay zoning designation and R1/3 zoning shall be removed from the subject property(s) and the zoning shall revert to Agricultural.

## **3. DEFINITIONS AND INTERPRETATION**

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision

- 3.1. Agreement.** This Development Agreement between City and Developer, approved by the City Council, and executed by the undersigned.
- 3.2. City.** Perry City, Utah.
- 3.3. Developer.** XXXXXX or their assignees as provided in this Agreement.
- 3.4. Force Majeure Event.** Any Event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane;



tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third Parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of a governmental or judicial authority.

**3.5. Parties.** The Developer(s) and the City.

**3.6. Project.** The Brookside Field subdivision as set forth in Attachment B hereto.

**3.7. Project Site.** The land area on which the Project will actually be sited, as more specifically described in Attachment A.

#### **4. PROJECT DESCRIPTION.**

84 single family lots and 8 townhomes. Approximately 5.3 Acres of open space improvements including approximately XXXX feet of 6' wide asphalt trails, two pavilions (X by X'), one playground area, and disc golf in addition to other site amenities outlined below and shown on the Preliminary Plan provided in Attachment B.

#### **5. SUBJECT PROPERTY DESCRIPTION AND ILLUSTRATION.**

See Attachments A and B

#### **6. VESTING.**

**6.1.** To the maximum extent permitted under the laws of the City, the State of Utah, and the United States, the Parties hereto intend that this Agreement grants to Developer(s) the right to develop and use the Project, as outlined in and subject to the requirements set forth in this Agreement, without modification or interference by the City (collectively, the "Vested Rights"). The Parties intend that the rights granted to Developer(s) under this Agreement are contractual and also those rights that exist under statute, common law, and at equity. The Parties specifically intend that this Agreement grants to Developer(s) "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann.

**6.2.** Neither the City nor any department or agency of the City shall impose upon the Project (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each a "New Law") that reduces or impacts the development rights provided by this Agreement or the Vested Rights. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and / or the Vested Rights if it would accomplish any of the following results in a manner inconsistent with or more restrictive than applicable law, either by specific reference to the Project or as part of a general enactment that applies to or affects the Project: (i) change any land uses or permitted uses of the Project; (ii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement, and the applicable zoning ordinance are satisfied; or (iii) apply to the Project any New Law otherwise allowed by this Agreement that is

not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites with similar zoning designations. Notwithstanding the foregoing, if Developer(s) considers any New Law to be beneficial to the Project, this section does not require Developer(s) to comply with the superseded ordinance, but rather in such cases, Developer(s) may with City approval, which approval may not be unreasonably withheld, conditioned, or delayed, elect to request that the New Law apply to the Project.

- 6.3.** The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10 9a 509.5 of the Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under State or Federal laws.

## **7. PERMITTED USES**

- 7.1.** This Project shall be limited to the uses shown in the approved plans (see Attachment B), including:

**7.1.1.** 84 single family and 8 townhomes

- 7.2.** Following completion of the Development, the properties subject to this Agreement shall comply with the regulations and use requirements of the underlying R 1/3 zoning district.

## **8. INFRASTRUCTURE AND IMPROVEMENTS**

- 8.1.** See Attachment B for the preliminary plans.

- 8.2.** The following infrastructure shall be constructed and fully approved and operational prior to any Conditional Acceptance being granted.

**8.2.1.** Pressurized secondary water system through Pineview.

- 8.3.** Storm Water facilities shall be constructed in accordance with state and local requirements including the Perry Municipal Code, city Standards, and requirements of the city engineer.

- 8.4.** Existing Roads: 2250 S (Davis Dr) shall be widened and completed on the side adjacent to the project area and extending to 1200 W where such construction is not already delegated to other subdividers. Completion includes curb, gutter, sidewalk, and asphalt.

- 8.5.** All infrastructure and improvements required in this Agreement shall be subject to the escrow guarantee, conditional acceptance, and warranty provisions of the Perry Municipal Code.

- 8.6.** The park area (approximately 5.3 acres) shall be owned by Perry City and following complete installation and one year warranty, shall be maintained by Perry City. The street trees and

landscaping around the townhomes and other areas of landscaping shall be maintained by private property owners and/or the local homeowner's association.

- 8.7.** All tree species and placement shall be submitted to the city for review and approval.
- 8.8.** Open space amenities: All improvements shall be installed as per this Agreement, or as specified in Attachment B, or as an equal substitute approved in writing by the City Community Development Director.
- 8.8.1.** Natural areas/wetlands: These areas shall be cleaned up and enhanced. All debris, dead plant material, Russian Olive and Chinese Elm trees shall be removed. The area shall be enhanced and filled to avoid large muddy and inaccessible areas. Trails shall be provided as shown in Attachment B. These areas shall be enhanced through planting desirable native plant material and should follow the recommended species list from "Taking Care of Streams and Rivers in Cache Valley" published by Utah State University Forestry Extension. All plant selections shall be approved by Perry City. A minimum of thirty three new trees (2" caliper) shall be planted in the park area. The exact location shall be determined during the installation of open space improvements to ensure optimal placement and integration with the overall design of the area. Irrigation shall be provided to all trees, lawns, native/meadow areas, and other planted areas. Areas to receive grass seed shall be thoroughly cleared, grubbed, fine graded, and hydroseeded with mulch. These areas shall be weed free and show thorough establishment of seeded species one year after installation. Developer(s) shall maintain these areas and reseed if necessary until thorough establishment is obtained. Seed mix shall be submitted to the city for review and approval.
- 8.8.2.** The preliminary landscape plan included in Attachment B indicates general landscaping. Landscape requirements found in the Perry Municipal Code shall be applied in full to the townhome development. All public streets shall be planted with large street trees with 35' maximum spacing (overall). Final landscape plans shall be created by a Landscape Architect. Planting areas shall utilize native and water-wise plants. Grass area in the central park shall be installed in sod. All irrigation components shall be installed with commercial grade products according to commercial grade industry standards and as approved by Perry City Public Works. Pipes shall be sized to maintain velocities less than 5 feet per second. **Pressurized secondary water shall be provided for irrigation purposes.**
- 8.8.3.** Playgrounds and other site amenities. All playground equipment shall be installed with engineered wood fiber fall material contained with concrete edging and shall meet the manufacturer's recommendations. The following products shall be provided and installed as follows:
- 8.8.3.1.** Playground. Qty: 1 – Big T SKU# BTR-TK10 playground system
- 8.8.3.2.** Swings. Qty: 2. Big T SKU# BTR-TK45 swing set
- 8.8.3.3.** Picnic Tables. Qty: 5.
- 8.8.3.4.** Pet Waste Stations. Qty: 1. Dog On It Parks - #740BR

**8.8.3.5.** Benches. Qty: 12. 6'

**8.8.3.6.** Waste Receptacles. Qty: 1.

**8.8.3.7.** Outdoor Drinking Fountain with bottle filler, Qty:1.

**8.8.3.8.** Perimeter Concrete and Fencing. Concrete Edging with a minimum width of 12" and a minimum depth of 4".

**8.8.3.9.** Pavilions and Restroom Combination. Qty 1. Pavilion to include concrete floor, lighting, barbeque, and power outlets. Size: 20' x 30'. Restroom, with auto door lock system as determined by Perry City.

**8.8.3.10.** Lighting. Qty 4. Pedestrian scale light pole – Ashberry Area Light by Landscape Forms, Single Luminaire 300 series, 12 ft., clear lens, with power receptacle, Blue Ash, with base cover, 2700K.

**8.9.** Internet service by UTOPIA shall be provided to all lots/units.

**8.10.** Architecture. For any architectural design elements not specifically addressed in this Agreement, the townhome and single-family home designs shall comply with Perry City standards, as outlined in the applicable municipal code, policies, and guidelines.

**8.10.1.** Townhomes Design Standards.

**8.10.1.1.** Townhomes shall feature street-facing facades and front doors to enhance the streetscape and promote pedestrian engagement.

**8.10.1.2.** End units of townhome buildings shall be limited to two-story designs. This requirement is intended to create a more natural and visually cohesive appearance when interior units are constructed as three-story designs.

**8.10.2.** Single Family Design Standards

**8.10.2.1.** Architectural Variation. To ensure architectural diversity and avoid repetition, the same floor plan and architectural features shall not be utilized for more than one home within a three-home sequence. This restriction applies to both sides of the street and shall be enforced to maintain visual interest and neighborhood character.

## **9. AMENDMENTS**

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing, approved by the City Council, and signed by the Developer(s) and City (an "Amendment"). The following sections specify what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

**9.1. Project Facility Repair, Maintenance and Replacement.** Developer(s) shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.

**9.2. Authorized Changes, Enlargements, or Alterations.** As set forth below, City staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.

**9.2.1. Changes Necessary to Comply with Other Laws.** Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are routine and uncontested and the application thereof does not materially affect the City's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Community Development Director.

**9.2.2. De Minimis Changes.** Other de minimis changes requested by the Developer(s), which are reasonably consistent with the intent of this agreement and are routine and uncontested.

## **10. GENERAL PROVISIONS**

**10.1. Assignability.** The rights and responsibilities of Developer(s) under this Agreement may be assigned as provided herein.

**10.1.1. Total Assignment of Project and Project Site.** The Developer(s), as the landowner of the Project Site at the time of the execution of this Agreement, may sell, convey, reassign, or transfer the Project Site or Project to another entity at any time, provided any division of land, if applicable, complies with City Laws. The Developer shall notify the City in writing of the project assignment within fifteen (15) days of the assignment.

**10.2. Binding Effect.** This Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Site, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.

**10.3. Utah Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.

**10.4. Authority.** Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.

**10.5. Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.

- 10.6. Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 10.7. Force Majeure Event.** A Force Majeure Event shall be promptly addressed by Developer(s). City agrees to offer a reasonable period for Developer(s) to cure the effect of the event given the extent of the effect on the Project and the Developer's ability to redress the effect.
- 10.8. Perry Municipal Code:** Any item not specifically addressed in this Agreement shall, by default, be subject to the adopted Perry Municipal Code. The project shall comply fully with the processes and procedures found in the Perry Municipal Code for the application, processing, and approval of subdivisions.

## **11. Notices**

- 11.1. Written Notice.** Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by certified mail (return receipt requested).

- 11.2. Addresses.** Notices shall be given to the Parties at their addresses as follows:

**11.2.1. City:** Perry City Mayor  
1950 S Hwy 89  
Perry, Utah  
84302

And

Perry City Attorney  
Bill Morris  
1950 S Hwy 89  
Perry, Utah  
84302

**11.2.2. Developers:** Lync Holdings, LLC  
Pat Burns  
1946 W 5600 S  
Roy, Uah  
84067

- 11.3. Notice Effect.** Notice by hand delivery shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered forty eight (48) hours after deposited. Any Party at any time by Notice to the other Party may designate a different address or person to which such Notice or communication shall be given.

## **12. DEFAULT AND REMEDIES**

- 12.1. Failure to Perform Period.** No Party shall be in default under this Agreement unless such Party fails to perform an obligation required under this Agreement within twenty (20) days after written notice is given to the defaulting Party by the other Party, reasonably setting forth the respects in which the defaulting Party has failed to perform such obligation. In the event of an uncured default by any Party within the applicable time for performance and cure period, the non-defaulting Party shall have the remedy of specific performance, voiding the Agreement, or obtaining an injunction requiring actions in accordance with this Agreement without the posting of an injunction bond. To resolve any disputes arising out of this Agreement, the Parties agree to submit for an expedited judicial review of such dispute(s) through a process that mirrors the Utah Land Use, Development, and Management Act (LUDMA) procedural process, where the Parties (i) stipulate to a set of facts that make up the relevant record; (ii) conduct minimal discovery (if any); and (iii) submit competing briefs asking the Court for declaratory judgment or injunctive relief to resolve the dispute. The Parties agree that neither Party will be entitled to recover monetary damages for any claims arising out of this Agreement, other than the possibility of attorney fees as contemplated in this Agreement.

- 12.2. Remedies.** The Developer's failure to comply with this agreement constitutes a violation of the Land Use Code of Perry City, and is subject to the enforcement provisions and remedies thereof. In addition, the City may withhold any permits and/or approvals from the Project.

### **12.2.1. Dispute Resolution Process.**

- 12.2.1.1. Conference.** In the event of any dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within seven (7) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the City shall send department director(s) and City employees and contractors with information relating to the dispute, and (b) Developer(s) shall send Developer's representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.

- 12.2.1.2. Mediation.** If the Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place within forty-five (45) days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the

mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

### **13. ENTIRE AGREEMENT**

This Agreement , together with all Attachments hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement is specifically intended by the Parties to supersede all prior agreements between them or recorded to the property, whether written or oral.

### **14. COUNTERPARTS**

This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.

IN WITNESS HEREOF, the Parties hereto, having been duly authorized, have executed this Agreement.

(Signatures on following pages)



SIGNATORIES

"City"

Perry City, a body corporate and politic of the State of Utah

By: \_\_\_\_\_

Kevin Jepps

Mayor, Perry City

By: \_\_\_\_\_

Bill Morris

Attorney, Perry City

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

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

State of Utah )

)ss.

County of Box Elder )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me  
\_\_\_\_\_, who being by me duly sworn, did say that he is  
the \_\_\_\_\_ of \_\_\_\_\_, a limited liability  
company, and that the foregoing instrument was signed in behalf of said limited liability company by  
authority of its members or its articles of organization; and said person acknowledged to me that said  
limited liability company executed the same.

My Commission Expires:

“Developer”

XXXXXXX

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Developer Acknowledgment

State of Utah )

)ss.

County of Box Elder )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me  
\_\_\_\_\_, who being by me duly sworn, did say that he is  
the \_\_\_\_\_ of \_\_\_\_\_, a limited liability  
company, and that the foregoing instrument was signed in behalf of said limited liability company by  
authority of its members or its articles of organization; and said person acknowledged to me that said  
limited liability company executed the same.

My Commission Expires:

**ATTACHMENT A**  
**Project Area Legal Descriptions and Graphic Depiction**

Subject Properties: 03-157-0156, 03-157-0119, 03-157-0124

Current Owner(s): VESCO KIMBERLY K TTEE LOIS E VESCO FAMILY TRUST 01/01/0

**Property Descriptions:**

**PARCEL 03-157-0156**

A PART OF THE EAST HALF OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 2250 SOUTH STREET LOCATED NORTH 00°35'13" WEST 2684.81 FEET ALONG THE EAST LINE OF SAID SECTION 34 AND NORTH 88°53'41" WEST 624.67 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 34; RUNNING THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 88°53'41" WEST 357.63 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAIL ROAD; THENCE ALONG EAST RIGHT-OF-WAY LINE NORTH 15°09'20" EAST 1392.90 FEET TO AN EXISTING FENCE LINE; THENCE ALONG SAID EXISTING FENCE LINE NORTH 87°31'42" EAST 364.02 FEET; THENCE SOUTH 15°09'20" WEST 1416.32 FEET TO THE POINT OF BEGINNING.

LESS: [03-157-0154] A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE SE/4 NE/4 AND NE/4 NE/4 OF SECTION 34, T 09N, R 02W, SLBM. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID ENTIRE TRACT WHICH CORNER IS 2,684.81 FT N 00°35'13" W AND 982.29 FT N 88°53'41" W FROM THE SOUTHEAST CORNER OF SAID SECTION 34; AND RUNNING THENCE N 15°09'17" E 1,392.90 FT ALONG THE EASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD TO A NORTHWEST CORNER OF SAID ENTIRE TRACT; THENCE N 87°31'42" E 49.55 FT ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A LINE 30.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE FRONTRUNNER NORTH EXTENSION CONTROL LINE; THENCE S 15°09'17" W 1,396.09 FT ALONG SAID PARALLEL LINE TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE N 88°53'41" W 48.68 FT ALONG SAID SOUTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH TRANSIT AUTHORITY.

LESS: [03-157-0155] A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE SE/4 NE/4 AND NE/4 NE/4 OF SECTION 34, T 09N, R 02W, SLBM. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT WHICH IS 2,684.81 FT N 00°35'13" W AND 982.29 FT N 88°53'41" W AND 48.68 FT S 88°53'41" E FROM THE SOUTHEAST CORNER OF SAID SECTION 34; AND RUNNING THENCE N 15°09'17" E 1,396.09 FT ALONG A LINE PARALLEL WITH AND 30.00 FT PERPENDICULARLY DISTANT EASTERLY FROM THE FRONTRUNNER NORTH EXTENSION CONTROL LINE TO THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE N 87°31'42" E 104.93 FT ALONG SAID NORTHERLY BOUNDARY LINE TO A LINE PARALLEL WITH AND 130.00 FT PERPENDICULARLY DISTANT EASTERLY FROM SAID CONTROL LINE; THENCE S 15°09'17" W 1,402.84 FT ALONG SAID PARALLEL LINE TO SAID SOUTHERLY BOUNDARY LINE; THENCE N 88°53'41" W 103.08 FT ALONG SAID SOUTHERLY BOUNDARY LINE TO THE POINT OF

BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH TRANSIT AUTHORITY.

**PARCEL 03-157-0119**

A PART OF THE EAST HALF OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 2250 SOUTH STREET LOCATED NORTH  $00^{\circ}35'13''$  WEST 2684.81 FEET ALONG THE EAST LINE OF SAID SECTION 34 AND NORTH  $88^{\circ}53'41''$  WEST 624.67 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 34;; RUNNING THENCE NORTH  $15^{\circ}09'20''$  EAST 1416.32 FEET TO AN EXISTING FENCE LINE; THENCE ALONG SAID EXISTING FENCE LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH  $87^{\circ}31'42''$  EAST 214.66 FEET; (2) SOUTH  $01^{\circ}18'40''$  EAST 339.30 FEET; THENCE NORTH  $70^{\circ}05'56''$  WEST 17.67 FEET; THENCE SOUTH  $15^{\circ}09'20''$  WEST 1100.28 FEET ALONG TO SAID NORTH RIGHT-OF-WAY LINE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) TO THE LEFT ALONG THE ARE OF A 470.05 FOOT RADIUS CURVE A DISTANCE OF 112.18 FEET, HAVING A CENTRAL ANGLE OF  $13^{\circ}40'26''$ , CHORD BEARS NORTH  $82^{\circ}03'28''$  WEST 111.91 FEET; (2) NORTH  $88^{\circ}53'41''$  WEST 177.43 FEET TO THE POINT OF BEGINNING.

**PARCEL 03-157-0124**

A PART OF THE EAST HALF OF SECTION 34, AND A PART OF THE WEST HALF OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 2250 SOUTH STREET LOCATED NORTH  $00^{\circ}35'13''$  WEST 2540.76 FEET ALONG THE EAST LINE OF SAID SECTION 34 AND NORTH  $67^{\circ}09'51''$  WEST 20.49 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 34; RUNNING THENCE NORTH  $13^{\circ}33'29''$  EAST 802.25 FEET; THENCE NORTH  $70^{\circ}05'56''$  WEST 320.34 FEET; THENCE NORTH  $15^{\circ}09'20''$  EAST 313.23 FEET; THENCE SOUTH  $70^{\circ}05'56''$  EAST 1003.67 FEET; THENCE SOUTH  $11^{\circ}28'27''$  WEST 619.04 FEET; THENCE SOUTH  $20^{\circ}29'51''$  WEST 31.48 FEET; THENCE NORTH  $67^{\circ}09'51''$  WEST 685.55 FEET; THENCE SOUTH  $13^{\circ}33'29''$  WEST 505.40 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH  $67^{\circ}09'51''$  WEST 30.40 FEET TO THE POINT OF BEGINNING.

## PROJECT AREA

DRAFT

**ATTACHMENT B**  
**Preliminary Plan**

DRAFT

**PERRY CITY  
ORDINANCE NO. 25-U**

**DEVELOPMENT AGREEMENT AMENDMENT**

**AN ORDINANCE OF PERRY CITY, UTAH, AMENDING THE DEVELOPMENT  
AGREEMENT WITH LYNC HOLDINGS, LLC FOR THE OLSEN ORCHARDS  
DEVELOPMENT; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, Title 10, Chapter 9a, of the *Utah Code Annotated*, 1953, as amended, enables municipalities to enter into a Development Agreement;

**WHEREAS**, the City finds it necessary to amend the Development Agreement for Olsen Orchards in order to meet Utah Department of Transportation access requirements and to protect public health, safety, and welfare; and,

**WHEREAS**, the City received the Development Agreement Amendment in Exhibit “A” attached and incorporated herein;

**WHEREAS**, after publication of the required notice the Planning Commission held its public hearing on November 03, 2025, to take public comment on this proposed Ordinance, after which the Planning Commission gave its recommendation to \_\_\_\_\_ this Ordinance;

**WHEREAS**, the City Council received the recommendation from the Planning Commission and held its public meeting on \_\_\_\_\_, 20\_\_;

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

- Section 1:**     **Repealer.** The portion of the original Development Agreement that conflicts with this Ordinance is hereby repealed.
- Section 2:**     **Development Agreement Amendment.** The Development Agreement for Olsen Orchards is hereby amended to remove the proposed realignment of Hargis Hill road and eliminate the direct access on to Highway 89 as set forth in Exhibit “A” attached hereto and incorporated herein by this reference. This amendment includes the relocation of lot 304 to the area affected by the road change. The Development Agreement Amendment in Exhibit “A” is hereby adopted. Any portion of the Development Agreement not amended shall remain in full force and effect.
- Section 3:**     **Affected Properties.** This Ordinance affects the development agreement associated with the properties described in Exhibit “B”.

**Section 4: Severability.** If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application, shall be severed from the remainder, which remainder shall continue in full force and effect.

**Section 5: Effective date.** This Ordinance take effect immediately upon approval and posting.

PASSED AND ADOPTED by the City Council on this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

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

**CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING**

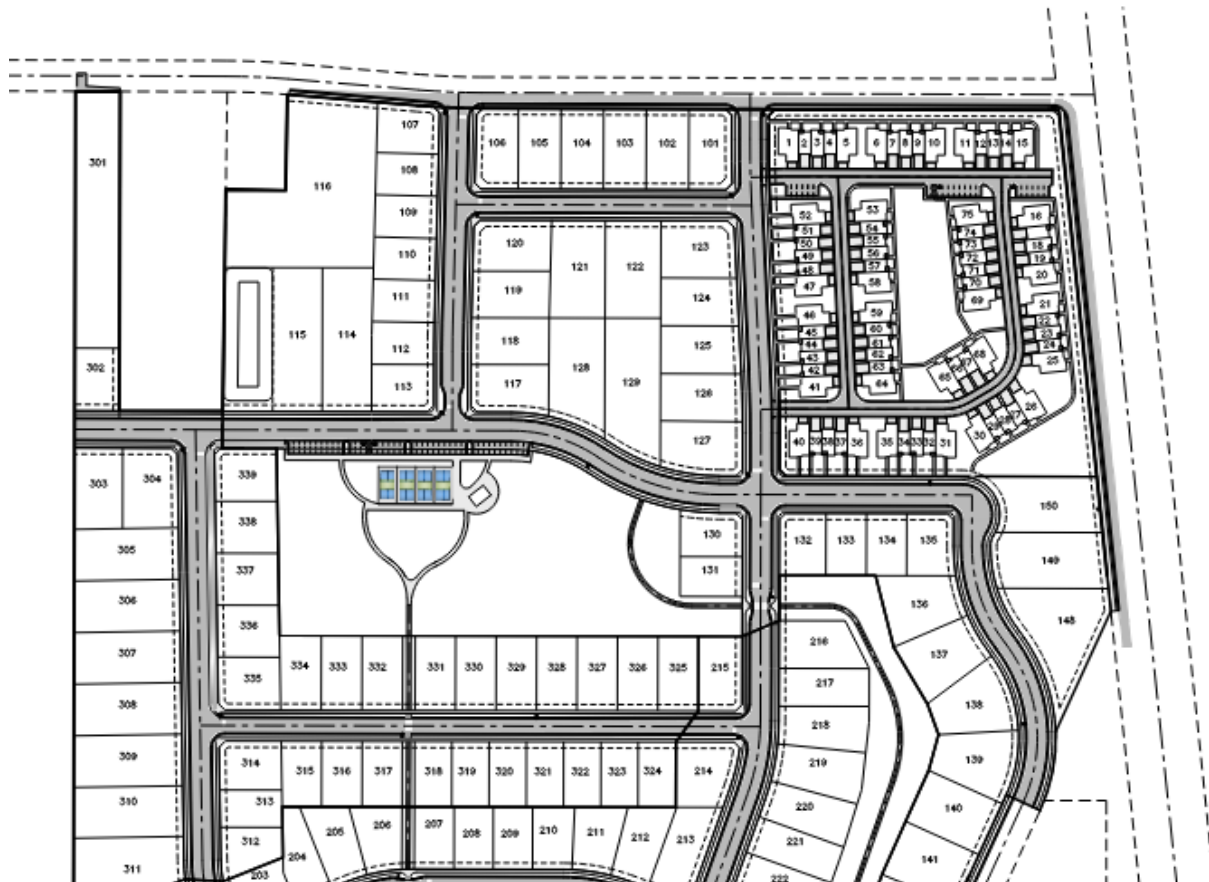
In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the City Recorder of Perry City, hereby certify that foregoing Ordinance was duly passed and published or posted as required by State Law.

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

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



## Exhibit A



“City”

Perry City, a body corporate and politic of the State of Utah

By: \_\_\_\_\_  
Kevin Jeppsen  
Mayor, Perry City

By: \_\_\_\_\_  
Bill Morris  
Attorney, Perry City

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

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

State of Utah )  
                  )ss.  
County of Box Elder )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me  
\_\_\_\_\_, who being by me duly sworn, did say that he  
is the \_\_\_\_\_ of \_\_\_\_\_, a limited  
liability company, and that the foregoing instrument was signed in behalf of said limited liability  
company by authority of its members or its articles of organization; and said person  
acknowledged to me that said limited liability company executed the same.

“Developer”

Lync Holdings, LLC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

#### Developer Acknowledgment

State of Utah )

)ss.

County of Box Elder )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, a limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

My Commission Expires:

“Developer”

Thomas K. Wood

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Developer Acknowledgment

State of Utah )

)ss.

County of Box Elder )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me  
\_\_\_\_\_, who being by me duly sworn, did say that he  
is the \_\_\_\_\_ of \_\_\_\_\_, a limited  
liability company, and that the foregoing instrument was signed in behalf of said limited liability  
company by authority of its members or its articles of organization; and said person  
acknowledged to me that said limited liability company executed the same.

My Commission Expires:

## Project Area Legal Descriptions and Graphic Depiction

Subject Properties: 02-038-0069, 02-038-0004, 02-038-0005, 02-038-0010, 02-038-0061  
Current Owner(s): LYNC HOLDINGS LLC

### Property Descriptions:

#### **PARCEL 02-038-0069**

PART OF THE SW/4 OF SEC 11, T 08N, R 02W, SLB&M. BEGINNING AT A POINT ON THE SOUTH R/W OF 3600 SOUTH STREET LOCATED 459.94 FT S 89°52'45" E FROM THE W/4 CORNER OF SAID SECTION 11 (BASIS OF BEARING IS THE WEST LINE OF THE NW/4 OF SEC 11, WHICH BEARS N 00°03'07" E). THENCE S 00°46'09" W 330.00 FT; S 89°52'45" E 132.00 FT TO THE WEST LINE OF KUNZLER SUBDIVISION FIRST AMENDMENT, RECORDED AS ENTRY NUMBER 358657 IN THE BOX ELDER COUNTY RECORDER'S OFFICE; ALONG THE BOUNDARY OF SAID KUNZLER SUBDIVISION FIRST AMENDMENT THE FOLLOWING THREE (3) COURSES: 1) S 00°46'09" W 1077.67 FT; 2) S 88°44'07" E 225.72 FT; 3) N 01°27'48" E 317.79 FT (330.00 FT BY RECORD) TO THE SOUTHWEST CORNER OF RICHARD OLSEN ET AL TTEE PROPERTY, TAX ID NUMBER 02-038-0005; S 88°33'22" E 281.33 FT (EAST 260.00 FEET BY RECORD) TO THE NORTHWEST CORNER OF RICHARD OLSEN ETAL TTEE PROPERTY, TAX ID NO. 02-038-00005, THENCE ALONG THE BOUNDARY OF SAID RICHARD OLSEN ET AL TTEE PROPERTY THE FOLLOWING TWO (2) COURSES: 1) S 01°26'38" W (SOUTH BY RECORD) 140.00 FT; 2) S 88°33'22" E (EAST BY RECORD) 704.19 FT TO THE WESTERLY R/W OF HARGIS HILL ROAD; S 24°19'57" W 19.25 FT ALONG SAID WESTERLY R/W LINE TO THE NORTHEAST CORNER OF JOHN TREASE ETAL PROPERTY, TAX ID NUMBER 02-038-0061; ALONG THE BOUNDARY OF SAID JOHN TREASE ETAL PROPERTY THE FOLLOWING THREE (3) COURSES: 1) N 87°14'29" W (N 88°25'54" W BY RECORD) 662.96 FT; 2) S 03°30'14" W (S 01°34'06" W BY RECORD) 360.00 FT; 3) S 87°14'29" E (S 88°25'54" E BY RECORD) 603.19 FT TO SAID WESTERLY R/W LINE; ALONG SAID WESTERLY R/W LINE SOUTHERLY TO THE LEFT ALONG THE ARC OF A 840.08 FT RADIUS NON-TANGENT CURVE, A DISTANCE OF 215.19 FT, CHORD BEARS S 06°58'17" E 214.60 FT, HAVING A CENTRAL ANGLE OF 14°40'36" TO THE NORTHEAST CORNER OF ROBERT VALCARCE ET AL PROPERTY, TAX ID NUMBER 02-038-0025; N 88°36'56" W 1604.85 FT (WEST 1621.70 FT BY RECORD) ALONG THE NORTH LINE OF SAID ROBERT VALCARCE ET AL PROPERTY, AND THEN THE NORTH LINES OF GERALD WILSON PROPERTY, TAX ID NUMBER 02-038-0030, GERRY WILSON ET AL PROPERTY, TAX ID NUMBER 02-038-0031 AND BOYD RICKS TTEE PROPERTY, TAX ID NUMBER 02-038-0028 TO THE EAST R/W LINE OF THE OLD UICRR; N 00°55'15" W (NORTH BY RECORD) 405.20 FT ALONG SAID EAST R/W LINE TO THE SOUTH LINE OF CLIFFORD WOODLAND PROPERTY, TAX ID NUMBER 02-038-0058, THENCE ALONG THE BOUNDARY OF SAID CLIFFORD WOODLAND PROPERTY THE FOLLOWING TWO (2) COURSES: 1) N 89°58'20" E (S 89°25'00" E BY RECORD) 233.36 FT; 2) N 00°04'38" E (N 00°36'00" W BY RECORD) 1403.11 FT TO THE SOUTH R/W LINE OF 3600 SOUTH STREET; S 89°52'45" E 110.75 FT ALONG SAID SOUTH R/W LINE TO THE POINT OF BEGINNING.

LESS: [02-038-0068] A PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 3600 SOUTH

STREET LOCATED 419.19 FEET SOUTH 89°52'45" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 11 (BASIS OF BEARING IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 11 WHICH BEARS NORTH 00°03'07" EAST); AND RUNNING THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 89°52'45" EAST 170.75 FEET; AND (2) EASTERLY TO THE RIGHT ALONG THE ARC OF A 1217.26 FOOT RADIUS CURVE, A DISTANCE OF 1.99 FEET, CHORD BEARS SOUTH 89°49'54" EAST 1.99 FEET, HAVING A CENTRAL ANGLE OF 00°05'38" TO THE NORTHWEST CORNER OF KUNZLER SUBDIVISION FIRST AMENDMENT, RECORDED AS ENTRY NO. 358657 IN THE BOX ELDER COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°46'09" WEST 513.58 FEET ALONG THE WEST LINE OF SAID KUNZLER SUBDIVISION FIRST AMENDMENT; THENCE NORTH 89°52'45" WEST 166.54 FEET; THENCE NORTH 00°04'38" EAST 513.55 FEET TO THE POINT OF BEGINNING.

**PARCEL 02-038-0004**

BEGINNING 16.08 CHAINS WEST & 23.10 CHAINS NORTH OF SE CORNER OF SW/4 OF SEC 11, T 08N, R 02W, SLM. THENCE WEST 5.325 CHAINS; NORTH 16.90 CHAINS; EAST 5.325 CHAINS; SOUTH 16.90 CHAINS TO BEGINNING.  
ALSO: BEGINNING 23.10 CHAINS NORTH & 21.41 CHAINS WEST OF SE CORNER OF SW/4 OF SEC. THENCE WEST 6.51 CHAINS; NORTH 16.90 CHAINS; EAST 6.51 CHAINS; SOUTH 16.90 CHAINS TO BEGINNING.

**PARCEL 02-038-0005**

BEGINNING 1110 FT SOUTH & 1060 FT WEST OF CENTER OF SEC 11, T 08N, R 02W, SLM. THENCE WEST 500 FT; SOUTH 140 FT; EAST 500 FT; NORTH 140 FT TO BEGINNING.

**PARCEL 02-038-0010**

ALL OF THE FOLLOWING TRACT EXCEPT THAT TRACT LYING BETWEEN THE OLD AND NEW HIGHWAYS AS NOW LOCATED: BEGINNING 8.62 CHAINS WEST OF SE CORNER OF NE/4 OF SW/4 OF SEC 11, T 08N, R 02W, SLM. THENCE WEST 7.72 CHAINS; NORTH 19.48 CHAINS; EAST 5.54 CHS; S 06°00'00" E 19.58 CHS TO BEGINNING.  
LESS: RES  
LESS: TRACT 0.51 AC TO SRC ?

**PARCEL 02-038-0061**

PART OF THE SW/4 SEC 11, T 08N, R 02W, SLM. BEGINNING AT A POINT ON WEST R/W LINE HARGIS HILL RD, LOCATED N 01°23'48" W 969.30 FT ALONG EAST LINE SD SW/4 & N 90°00'00" W 959.37 FT FROM SE CORNER SD SW/4. THENCE N 88°25'54" W 603.19 FT; N 01°34'06" E 360.00 FT; S 88°25'54" E 662.96 FT TO SD WEST R/W LINE; TO THE LEFT ALONG THE ARC OF 840.00 FT RADIUS CURVE, A DISTANCE OF 367.86 FT, CHORD BEARS S 10°59'45" W 364.93 FT ALONG SD R/W LINE TO POB.

Additional Subject Properties: 02-038-0064

Current Owner(s): WOOD THOMAS K

Property Descriptions:

**PARCEL** 02-038-0064

LOT 4, KUNZLER SUBDIVISION, FIRST AMENDMENT, SEC 11, T 8N, R 2W, SLBM.

# Staff Report

December 11, 2025

City Council



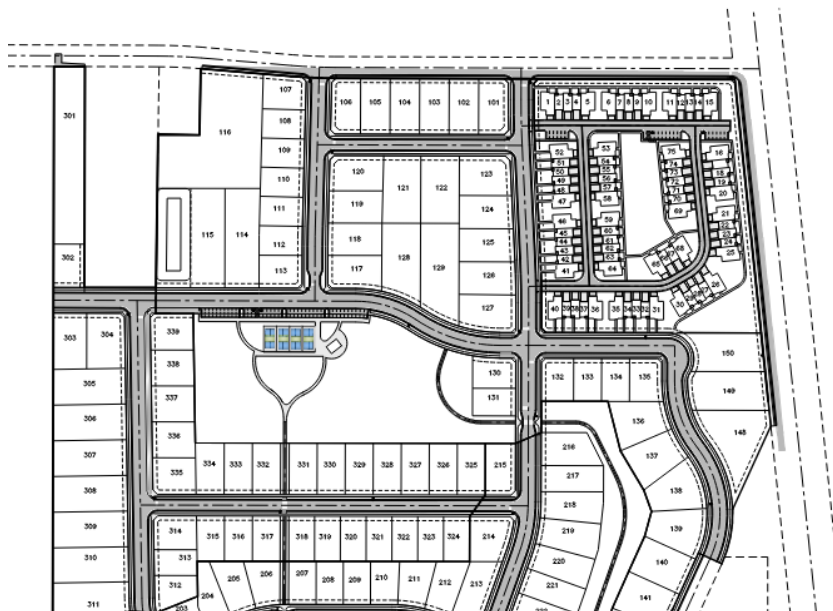
## Amendment to the Olsen Orchards Development Agreement – Lync Construction located at approximately 3600 S 1200 W

### Summary

The approved development plan includes the realignment of Hargis Hill Road. This road currently enters the highway at an undesirable angle. The plan realigned this roadway to enter the highway at a right angle. UDOT gave preliminary approval of this layout. At this time UDOT is requiring the developer to eliminate this connection to the Highway. While the city supported the original layout, we also see the benefit of minimizing the number of access points on the highway, especially when significant access points are located close to one another. Additionally our design standards and Highway 89 Master plan support high speeds and minimal access on the south end of the highway.

Removing the connecting street to the highway allows room to add a lot to the development. Following approval of the development agreement the developer found they needed additional storm water retention and removed one lot for this purpose. Adding a lot near the highway would restore the plan to the number of lots originally approved.

This is a legislative item and Planning Commission will make a recommendation to City Council. This amendment is required by UDOT, maintains most of the original design, and does not increase the total number of lots/units.





By removing this access from Hargis Hill onto the highway, Planning Commission was concerned about the additional demand on the 3600 S intersection. In response to these concerns, the developer has coordinated with the City Engineer and updated the plans with additional asphalt on the north of 3600 to allow for two dedicated turn lanes for vehicles turning onto the highway. (Note: the right turn arrow is difficult to see in the snapshot below, but it is there below the contour number 4326)

This engineering plan view illustrates a road improvement project. The main road is shown with stationing from 11+00 to 12+00. Key features include:

- Utility Lines:** Various lines are labeled, including EX. 8" SS (green), EX. 8" IRR (blue), EX. 16" SD (orange), EX. 16" OHP (red), EX. 8" GAS (cyan), EX. 8" TV (magenta), and EX. 8" W (light blue).
- Easements:** EX. 8" SS, EX. 8" IRR, EX. 8" GAS, EX. 8" TV, and EX. 8" W are marked along the road.
- Proposed Infrastructure:** A "NEW IRRIGATION BOX" is indicated near station 11+50.00, with a note to "SEE OLSEN ORCHARDS PUD PLANS FOR MORE DETAIL". A "RELOCATED POWER POLE" is shown near station 11+00.00, with a note to "COORDINATE WITH ROCKY MOUNTAIN POWER".
- Other Features:** A "ROW DEDICATION TO UDOT" is shown on the right side of the road. A "NEW IRRIGATION BOX" is also indicated near station 11+50.00.
- Stationing and Elevation:** Stationing is marked at 11+00, 11+50.00, and 12+00. Elevation points are noted, such as EX. 55.82 at station 11+50.00.
- Other Labels:** "OHP" (Overhead Power) and "TBC" (To Be Constructed) are used throughout the plan.

**PERRY CITY  
ORDINANCE 2025-V**

**WATER MASTER PLAN**

**AN ORDINANCE OF PERRY CITY, UTAH, ADOPTING THE BOX ELDER  
COUNTY WATER MASTER PLAN 2025**

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

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

**WHEREAS**, Title 10, Chapter 20, of the *Utah Code Annotated*, as amended, enables municipalities to regulate land use and development and to adopt the related elements of the General Plan;

**WHEREAS**, Title 10, Chapter 20, Section 401, 4 requires the adoption of a water use and preservation element as part of the General Plan;

**WHEREAS**, the City finds it necessary to adopt the Box Elder County Water Master Plan as an Element of the General Plan;

**WHEREAS**, after publication of the required notice the Planning Commission held its public hearing on December 4, 2025, to take public comment on this proposed Ordinance, after which the Planning Commission gave its recommendation to approve this Ordinance;

**WHEREAS**, the City Council received the recommendation from the Planning Commission and held its public meeting on \_\_\_\_\_, 2025;

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

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

**Section 2. Adoption.** The City Council has reviewed and hereby adopts the relevant portions of the Box Elder County Water Master Plan 2025, attached hereto as Exhibit “A” and incorporated herein by this reference as the “Water Element of the City’s General Plan”.

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

**Section 3. Effective Date.** This Ordinance shall be effective immediately after posting or publication.

PASSED AND ADOPTED by the City Council on this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

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

RECORDED this \_\_\_\_ day of \_\_\_\_\_, 2025.

PUBLISHED OR POSTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING**

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

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

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

# EXHIBIT “A”

**Highway 89 Master Plan -  
Transportation Element to  
the General Plan**

**PERRY CITY  
ORDINANCE 25-W**

**WILDLAND-URBAN INTERFACE CODE**

**AN ORDINANCE OF PERRY CITY, UTAH, ADOPTING CHAPTER 11.11 ENTITLED  
“WILDLAND-URBAN INTERFACE (WUI) BUILDING CODE” INCLUDING THE WUI  
SENSITIVE LANDS/HAZARAD AREA MAP IN ACCORDANCE WITH THE 2025 UTAH  
LEGISLATURE HB 48; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Utah State Legislature in 2025 enacted House Bill 48 entitled “Wildland Urban Interface Modifications,” which among other things requires counties and municipalities to adopt that Wildland-Urban Interface (WUI) building code, limits, and standards and to preserve WUI areas and protect properties at risk from wildfire;

**WHEREAS**, under the State Legislature’s 2025 House Bill 48, the Utah Division of Forestry, Fire and State Lands (“Division”) directed the City to create a “high-risk WUI map” which the City implements as part of its existing “Sensitive Lands/Hazard Area Overlay Map” to include the “high-risk WUI map” (WUI Map) and the statute establishes requirements for adoption of WUI building code with limits and standards for structures located in WUI areas;

**WHEREAS**, the City finds that the WUI and its required WUI Map is a topographical/geography sensitive lands/hazard area that is, the intermix or interface of structures and vegetation in proximity to wildland fuels that pose a threat to life, property and the public welfare, and that adoption of this Ordinance and Map provides for public safety, preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City as a measure to reduce wildfire risk;

**WHEREAS**, House Bill 48 provides that adoption of the WUI limits and standards is required for the City to remain eligible for certain state reimbursements and funding related to wildfire mitigation and response;

**WHEREAS**, the City has seek to implement the WUI Building Code referenced in House Bill 48, and has considered its application within the City boundary and seeks to establish a local WUI Map consistent with state guidance;

**WHEREAS**, the City, in accordance with this unfunded State mandate, Weber Fire District, and the City’s departments, has completed preparation of a WUI Map, identifying areas within the City that

are subject to increased wildfire risk based on history, vegetation, fuels, topography, and structural exposure;

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

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

**Section 2: Adoption.** Chapter 11.11 of the Perry *Municipal Code* is amended as follows:

### **Chapter 11.11 Wildland-Urban Interface Code**

**Sections:**

**11.11.010 Definitions.**

**11.11.020 WUI Building Code Adopted.**

**11.11.030 Adoption of Wildland-Urban Interface (WUI) Map.**

**11.11.010 Definitions.**

For purposes of this Chapter, the following definitions apply:

1. “High-Risk WUI Property” means a property or structure located in the WUI Map where there may exist elevated wildfire risk exposure.
2. “Local fire authority” means \_\_\_\_\_ (insert local fire authority).
3. “WUI Building Code” means the most current version adopted by the State of Utah of the International Wildland-Urban Interface Code (IWUIC), a set of model regulations from the International Code Council (ICC) designed to reduce property loss from wildfires in areas where structures meet wildlands. It establishes requirements for building materials, construction methods, and land use to make structures and communities more resilient, including provisions for ignition-resistant construction, defensible space, emergency access, and water supply.
4. “WUI Map” means the Sensitive Lands/Hazard Area Map adopted by the City that include the WUI Area designated in said WUI Map.
5. “Wildland-Urban Interface (WUI) Area” means any area within the City boundary in which structures are adjacent to, intermingled with, or threatened by wildland fuels and which has been designated by map as subject to certain limits on development and the WUI Building Code.

**11.11.020 WUI Building Code Adopted.**

1. Adoption. The City hereby adopts and incorporates herein, by this reference, the most current version of the WUI Building Code as adopted by the State of Utah.
2. Applicability. The WUI Building Code shall only apply to all new structures, additions, renovations triggered by applicable thresholds, and landscaping/site work within the WUI Area as designated herein.
3. Conflict. Where a conflict exists between existing Municipal Code and the WUI Building Code adopted herein, the WUI of this Chapter provisions shall govern as provided by law.

4. Development. The City shall enforce the WUI Building Code as part of its subdivision, site plan, building permit, inspection, and code enforcement processes, in cooperation with the local fire authority and applicable City departments.
5. Grandfather. Existing structures within the WUI Zone are not required to retrofit. However, when an existing structure triggers a permit for renovation or addition, the permit review shall include compliance with this Chapter.

**11.11.030 Adoption of Wildland-Urban Interface (WUI) Map.**

1. Mapping. The Wildland-Urban Interface Area Map (“WUI Map”) the most current version of the WUI Map adopted by the Utah Division of Forestry, Fire and State Lands (“Division”), as amended and updated by the Division, is hereby adopted as the WUI Map. The WUI Map delineates those areas within the City that are determined to be at elevated risk of wildfire based on criteria including history, fuel conditions, structure exposure, vegetation type, density, slope, topography, geography, access limitations, and proximity to wildland fuels.
2. WUI Map. The City hereby adopts and approves the WUI Map, attached hereto and incorporated herein by reference as Exhibit A, as the Official WUI Map to be included in the City’s Sensitive land/Hazard Area Overlap Map and as a component of this Chapter.
3. Notice. The City shall provide any notice that may be related to the WUI Map.
4. Construction Limits. New structures or development within the area designated on the WUI Map shall comply with the WUI Building Code. Efforts shall be made to protect open WUI Area as part of open space, a conservation subdivision, or otherwise as part of site plan or other similar development approval.
5. Update. The City shall review and, if necessary, update the WUI Map as needed or required by State Law.

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

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

PASSED AND ADOPTED by the City Council on this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

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

RECORDED this \_\_\_\_ day of \_\_\_\_\_, 2025.

PUBLISHED OR POSTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the City Recorder of \_\_\_\_\_ City, hereby certify that the foregoing Ordinance was duly passed and published or posted in accordance with State Law.

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

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



PERRY CITY WORK SESSION  
PERRY CITY OFFICES  
OCTOBER 23, 2025

6:01 PM

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

PLANNING COMMISSION: Vice-Chairman Paul White, Commissioner Blake Broadhead, Commissioner Jan Kerr and Commissioner Beth Thompson

CITY STAFF PRESENT: City Administrator Bob Barnhill, Police Chief Scott Hancey, City Attorney Bill Morris, Planning Secretary Tyra Bischoff, Deputy Recorder Anita Nicholas and Deputy Recorder Misty Moesser

OTHERS PRESENT: Brett Jones, Braun Bowden and Todd Christensen

**ITEM 1: WELCOME TO ORDER AND WELCOME**

Mayor Jeppsen welcomed everyone and called the meeting to order.

**ITEM 2: WORK SESSION**

**A. Water & Park Impact Fees**

City Administrator Bob Barnhill provided background on a proposed development agreement for three properties located at 1200 West and 2250 South (Davis Street). The properties are currently zoned agricultural, and the applicant is requesting to change the zoning to R-1/3 followed by a conservation subdivision overlay.

Mr. Barnhill explained that the applicant initially wanted to follow conservation subdivision guidelines but lacked a proper secondary access for fire code compliance. They own a narrow strip that could serve as emergency access, but it doesn't meet code requirements. This led to discussions about a development agreement which would allow exceptions to code requirements.

Mr. Barnhill noted that the future land use map in the general plan shows part of this area as agricultural, though utilities (water and sewer) are available on 2250 South. He presented the applicant's updated plan showing lots ranging from 6,500 to 12,000 square feet, eight townhomes, and green space. The proposal includes playground equipment, pavilions, picnic tables, and a disc golf area.

Planning Commission Vice-Chairman White explained that when the proposal came to the Planning Commission, they found it needed work. However, commissioners raised concerns about the future land use map showing the area as agricultural, prompting this joint work session to get City Council's direction before spending more time on details.

Planning Commissioner Broadhead expressed concern that the lots in development agreements keep getting smaller, noting that the proposed 6,500 square foot lots were extremely small. He stated he would prefer lots closer to one-third acre.

Planning Commissioner Kerr agreed, stating the space didn't feel appropriate for so many houses and noted concerns about development agreements not providing sufficient benefits to the city.

Planning Commissioner Thompson shared her concern with the rising amount of development overlays that were coming to the Commission.

Council Member Walker stated he wasn't opposed to some smaller lots but felt the proposal might include too many. He expressed concerns about the emergency access road, questioning whether it would function properly in an emergency. He also mentioned he was not excited about giving up agricultural land at this time and would prefer townhomes that better fit with surrounding single-family homes rather than "big 3 story boxed townhomes."

Council Member Wright questioned how the road stubs would tie into future development and whether they would set the pattern for the area. He noted concerns about water issues on the north side of the property, especially regarding basements. He didn't consider the land "prime time agriculture" but preferred following existing code rather than using development agreements, which he felt were being abused.

Council Member Tueller clarified that the property to the south was previously changed from Agricultural Limited to R-1/3. He confirmed the proposal met the density requirements for a conservation subdivision if R-1/3 zoning were approved. He suggested RE-1/2 (half-acre) zoning as an alternative, which would require larger lots (10,000 square feet minimum) and 20% green space. Council Member Tueller also raised concerns about the emergency access road and questioned whether cash-in-lieu for park improvements at Dale Young Park across the street might be preferable to a new park.

Council Member Young expressed preference for larger lots and concerns about 1200 West road conditions. She wished they could see how the Olsen property development turned out before approving more conservation subdivisions.

Council Member Ostler discussed the city code regarding zone changes and development agreements, noting that standard zone changes would normally be limited to RE-1/2 or R-1/2 as the highest density. He questioned what unique aspects of the property justified a development agreement, as required by code.

At the conclusion of the work session, Vice-Chairman White shared that he felt that the Council had given some good feedback that they could take back to the Planning Commission.

## ADJOURNMENT

Mayor Jeppsen closed the work session.

The meeting adjourned at 7:06 PM.

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Shanna Johnson, City Recorder

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Kevin Jeppsen, Mayor

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Misty Moesser, Deputy Recorder

DRAFT

PERRY CITY COUNCIL MEETING  
PERRY CITY OFFICES  
NOVEMBER 13, 2025

7:03 PM

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

OFFICIALS ABSENT: None

CITY STAFF PRESENT: City Administrator Bob Barnhill, City Recorder/Financial Director Shanna Johnson, Chief Scott Hancey, and Deputy Recorder Misty Moesser

OTHERS PRESENT: None

ON-LINE: Nelson Phillips

#### **ITEM 1: CALL TO ORDER**

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

#### **ITEM 2: PROCEDURAL ISSUES**

##### **A. Conflict of Interest Declaration**

None

#### **ITEM 3: Public Hearing**

##### **A. Resolution 2025-22 Amending the Fiscal Year 2025-2026 Budget**

Financial Director Shanna Johnson presented the budget amendment, explaining that it would add \$35,000 in grant funding that the police department had secured for equipment. She indicated the amendment would add this amount to both the revenue (police grants and donations) and expense (police grant expense) sides of the budget.

Chief Scott Hancey provided further details, explaining that the grant was competitive and awarded based on the department's proactive work with ICAC cases and prostitution investigations. He clarified that the funds would be used to purchase an undercover vehicle. The chief noted that the city would be reimbursed after submitting a final report for the grant around January and confirmed there was no matching requirement from the city.

**The Public Hearing was opened at 7:06PM.**

No public comments were made.

**The Public Hearings was closed at 7:06PM.**

**ITEM 4: ACTION ITEMS**

**A. Resolution 2025-22 Amending the Fiscal Year 2025-2026 Budget**

Council Member Blake Ostler questioned the accounting classification of the vehicle purchase, asking why it appeared to be coming out of operating expenses rather than being classified as a capital item. Ms. Johnson explained that while the item would be capitalized and depreciated at the end of the year, it needed to be listed as an expense in the general fund to be properly expended. She noted that since it wasn't a project, it didn't require placement in a capital project fund.

**MOTION:** Council Member Wright made a motion to approve Resolution 2025-22- Amending the Fiscal Year 2025-2026 Budget. Council Member Walker seconded the motion.

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

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

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

**A. Approval of Consent Items**

- October 23, 2025 City Council Meeting Minutes

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

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

**B. Mayor's Report**

Mayor Jeppsen reported on his observations of the public works building, noting that significant progress had been made with the installation of curb and gutter, driveways, and the paving of the north parking lot. He mentioned that the road work, which extends from 3600 South to 2950 South was particularly important to neighborhood residents to be done before winter comes.

**C. Council Reports**

Council Member Wright reported on his attendance at the county water planning session. He explained that the meeting largely repeated information presented at a previous summit and was heavily focused on agricultural concerns rather than municipal water systems. He also noted that the county plans to begin actively studying water levels in the aquifer, which he considered a good use of

the city's investment. He stated that the plan would be presented to county commissioners in December, and that all public hearings on the matter had been completed since work began in April 2024.

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

City Administrator Bob Barnhill reported that the city is required to adopt a new water element to the general plan by the end of the year, which would be presented to the Planning Commission and then to the City Council at their next meeting. He also noted that a closed session was planned for the next meeting.

Ms. Johnson announced that a special meeting would be held on Tuesday, November 18th at 6:00 PM for the Board of Canvassers to review and approve the election results. She explained that the timing was determined by requirements for processing overseas voters, necessitating the special meeting rather than handling it during a regular council meeting.

#### **E. Planning Commission Report**

None

#### **ITEM 6: CLOSED SESSION**

Not needed.

#### **ITEM 7: ADJOURNMENT**

**MOTION:** Council Member Wright made a motion to adjourn the meeting.

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

The meeting adjourned at 7:16PM.

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Kevin Jepps, Mayor

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Shanna Johnson, City Recorder

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Misty Moesser, Deputy Recorder

PERRY CITY BOARD OF CANVASSERS MEETING  
PERRY CITY OFFICES  
November 18, 2025

6:08 PM

OFFICIALS PRESENT: Mayor Kevin Jeppsen, Board Member Blake Ostler, Board Member Nathan Tueller, Board Member Dave Walker, Board Member Toby Wright, and Board Member Ashley Young

OFFICIALS ABSENT: None

CITY STAFF PRESENT: City Recorder Shanna Johnson, City Administrator Bob Barnhill, Deputy Recorder Misty Moesser, Public Works Director Zach Allen (online) and Police Chief Scott Hancey

OTHERS PRESENT: None

**ITEM 1: Call to Order**

Mayor Jeppsen welcomed everyone and opened the meeting.

**ITEM 2: Review the Tabulation of Election Returns of the November 4, 2025 Municipal General Election Provided by the Box Elder County Elections Division**

City Recorder Shanna Johnson presented the election results and reviewed the Utah code regarding the Board of Canvassers. She explained that per Utah code, the municipal legislative body acts as the Board of Canvassers and must certify results no sooner than 7 days after an election and no later than 14 days after. She noted that the canvas is largely pro forma and, absent any evidence of issues with the results, the board must certify the election. She shared the following election statistics:

- Active Registered Voters: 3,442
- Ballots Cast: 1,000– 29.05%
- Ballots Counted on Election Night: 628
- Ballots Post Marked after November 4, 2025, 8:00PM and not counted:12
- There were 3 provisional ballots were cast and counted

Ms. Johnson shared the Official 2025 General Election Results:

OFFICE SEAT	CANDIDATE	VOTES CAST
Mayor	Kevin Jeppsen*	881
Council Member	Dave Walker*	810
Council Member	Katie Reed	333
Council Member	Ashley Malan Young*	645

\*Declared Elected

Ms. Johnson explained that after approval of the results, the winning candidates would receive a certificate of election, she would publish a certified copy of the report as a class A notice within 3 business days, transmit a copy to the lieutenant governor's office, and deliver a certified copy to the county clerk.

Several questions were asked about the ballot collection process. Ms. Johnson explained that at 8:00 PM on election night, ballot boxes were locked, and ballots were transported under the custody of two people to the county building for counting. She also mentioned that she participated in an audit where a sample of ballots were checked by two election officials and a county representative, with all ballots matching the results.

### **ITEM 3: Approval of the 2025 Municipal General Election Tabulation and Results**

**MOTION:** Board Member Wright made a motion to certify the results from the November 4, 2025 Perry City General Election. Board Member Tueller seconded the motion.

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

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

Ms. Johnson distributed certificates of election to the winning candidates and noted that the oath of office would be administered at the first meeting in January.

### **ITEM 4: Adjournment**

**MOTION:** Board Member Walker motioned to adjourn the meeting.

**Motion Approved.** All Board Members were in favor.

The meeting adjourned at 6:19PM.

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Shanna Johnson, City Recorder

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Kevin Jeppsen, Mayor

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Misty Moesser, Deputy Recorder



**PERRY CITY  
RESOLUTION 2025-24**

**INTERLOCAL AGREEMENT FOR EMERGENCY DISPATCH**

**A RESOLUTION OF PERRY CITY, UTAH, ADOPTING THE  
INTERLOCAL AGREEMENT FOR WEBER AREA DISPATCH 911 AND  
EMERGENCY SERVICES DISTRICT; AND EFFECTIVE DATE.**

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

**WHEREAS**, Weber Area Dispatch 911 and Emergency Services District (hereafter “District”) provides certain emergency services that the City requires;

**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 desires to enter the attached Interlocal Agreement in Exhibit “A” incorporated herein by this reference for the services as outlined;

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

**WHEREAS**, City and District find mutual benefit in this Interlocal Agreement;

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

PASSED AND APPROVED by the Perry City Council this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

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

**DISPATCH SERVICES AGREEMENT**  
**Between**  
**Weber Area Dispatch 911 and Emergency Services District and Perry City**

This Agreement is made by and between the Weber Area Dispatch 911 and Emergency Services District “District” a special services district created by Weber County, and Perry City, a municipal corporation of the State of Utah (“City”).

**RECITALS**

**WHEREAS,** The District provides consolidated public safety dispatch services for law enforcement, fire, and emergency medical providers;

**WHEREAS,** The City desires the District to provide certain dispatch services to support the City’s public safety operations, and the District is willing to provide such services under the terms of this Agreement;

**WHEREAS,** Because the City provides EMS services to the southern border of Box Elder County, the City is a contiguous public agency with the District pursuant to Utah Code § 69-2-201(1)(ii);

**WHEREAS,** The parties are desirous to enter into this Agreement for the District to provide dispatch services to the City;

**NOW, THEREFORE,** for good and valuable consideration, the parties agree as follows:

**SECTION ONE**  
**PURPOSE**

**1.1 Purpose.** The purpose of this Agreement is for the District to provide the City with public safety call-taking and dispatch services, as further described in Section 2.

**1.2 Definitions.** “Service Area” means the City’s geographic limits and other locations served by the City’s public safety agencies for mutual aid.

**SECTION TWO**  
**SCOPE OF SERVICES**

**2.1 District Responsibilities.** The District shall provide the following services to City within the City’s geographic limits and other locations served by the City’s public safety agencies 24 hours per day, 7 days per week, 365 days per year:

- (a) Answer 911 and non-emergency public safety lines serving the City;
- (b) Triage, process, and dispatch calls for the City's Police Department and Fire/EMS agencies;
- (c) Maintain unit status, incident times, and event history in Computer Aided Dispatch system ("CAD");
- (d) Coordinate radio communications with the City's public safety agencies;
- (e) Provide disaster and continuity of operations capability and notify the City of any outages and restorations;
- (f) Maintain compliance with CJIS for any criminal justice data that is accessed or stored by the District.

**2.2 City Responsibilities.** The City shall:

- (a) Provide and maintain City-owned radios and connectivity to District systems, unless otherwise specified;
- (b) Promptly notify the District of operational changes affecting dispatch; and
- (c) Pay fees under Section 6.

**2.3 System Changes.** Material technology changes affecting the other party's operations will be coordinated through the Parties' representatives with reasonable advance notice.

## **SECTION THREE DISPUTE RESOLUTION**

**3.1 Representatives.** The District and City shall each designate a representative to meet, discuss, and resolve any disputes or issues that may arise from the performance of this Agreement.

**3.2 Mediation.** If disputes cannot be resolved between the representatives, either party may request non-binding mediation before a mutually agreed mediator.

## **SECTION FOUR INDEMNIFICATION**

**4.1 Governmental Immunity.** Each party is a governmental entity under the Utah Governmental Immunity Act, Title 63G, Chapter 7. Nothing in this agreement shall be construed as a waiver by either or both parties of any rights, limits, protections, or defenses provided by the act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to the act, each party will be responsible for its own actions and will defend any lawsuit brought against it and pay any damages awarded against it.

**4.2 Indemnity.** To the extent permitted by law, each party shall indemnify and hold the other harmless from any claims, losses, or liabilities to the extent caused by the negligence or willful misconduct of its personnel in connection with this Agreement.

**4.3 Insurance.** Each party shall maintain insurance or self-insurance to cover any obligations that may arise under the indemnity provision above.

## **SECTION FIVE TERM, RENEWAL, AND TERMINATION**

**5.1 Term.** This Agreement shall be effective as of January 1, 2026 and shall continue through December 31, 2030 (“Initial Term”), unless earlier terminated.

**5.2 Renewal.** At the conclusion of the Initial Term, this Agreement may renew for successive two-year terms upon mutual written agreement. The City shall provide notice of its intent to renew at least 120 days before expiration.

**5.3 Termination for Convenience.** Following the Initial Term, either party may terminate this agreement without cause on 180 days’ written notice.

**5.4 Termination for Cause.** Either party may terminate this Agreement for a material breach that is not cured within 60 days of written notice.

## **SECTION SIX COMPENSATION**

**6.1 Base Fee.** The City shall pay the annual base fee of \$101,886 to District, which will be billed to the City quarterly. City shall send all payments to the District, in care of the District Director, 2186 Lincoln Avenue, Ogden, UT 84401, upon being invoiced.

**6.2 CPI Adjustment.** Beginning on January 1, 2027 and on January 1<sup>st</sup> of each year thereafter, the Base Fee will adjust annually by 3.5%.

**6.3 Late Payment.** If payment is not remitted to the District within 30 days of being invoiced, the non-payment or late payment shall be deemed a material violation of this Agreement and the District may terminate this Agreement as defined herein. For any amounts due and owing the District for services already provided, District may recover interest thereon at a rate of one percent (1%) per month or 12 percent (12%) per annum.

**6.4 911 Service Charge.** City and District will work with the Utah State Tax Commission to route City’s 911 emergency service charge to the District. If any portion of 911 fee revenue is lawfully allocable to the City for these services, the City will take all steps reasonably necessary to direct those funds to the District or otherwise cooperate so the District receives the benefit.

## **SECTION SEVEN RECORDS AND GRAMA**

**7.1 Records.** City and District acknowledge that the District will need to access, create, and retain various records in order to provide public safety dispatch services to City, including but not limited to call logs, call recordings, and dispatch logs. The parties agree and acknowledge that these records may remain in the possession of the District and may be used and shared by the parties as appropriate, but that for purposes of Title 63G, Chapter 2 of the Utah Code, the Government Records Access and Management Act (“GRAMA”), all such records are deemed the records of City. The District’s access to the records is pursuant to Utah Code Ann. § 63G-2-206(2)(b), and the District is restricted from disclosing those records in response to a GRAMA request pursuant to section 204(2)(a). Therefore, any GRAMA requests received by the District for City records will be forwarded to City who will be responsible for responding to the request.

**7.2 CJIS and Security.** The District will maintain CJIS compliance, limit access to authorized personnel, and notify the City of any security incidents involving City records without unreasonable delay.

**7.3 Discovery and Subpoenas.** The District will preserve and produce records to the City upon request for litigation holds, subpoenas, or audits.

## **SECTION EIGHT MISCELLANEOUS**

**8.1 Independent Entities.** The parties are independent governmental entities.

**8.2 Assignment.** Neither party may assign this Agreement without the other’s written consent.

**8.3 No Third-Party Beneficiaries.** This Agreement creates no rights in third parties.

**8.4 Notices.** Notices must be in writing and delivered by hand, certified mail, or email to the addresses designated by the parties’ representative.

**8.5 Entire Agreement.** This is the entire agreement and may be amended only by a signed writing.

**8.6 Governing Law.** It is understood and agreed by the parties hereto, that this Agreement shall be governed by the laws of the State of Utah.

**8.7 Severability.** If any provision of the Agreement is determined to be invalid, the remainder of this Agreement shall remain enforceable, and the Parties shall work together

to come up with language to replace the invalid provision that most closely meets the intent of the Parties in the invalid provision.

8.8 **Waiver.** No waiver is effective unless in writing.

8.9 **Counterparts.** This Agreement may be executed in counterparts, and may be executed by electronic signature.

IN WITNESS WHEREOF, the hands of the parties are set below:

PERRY CITY

APPROVED AS TO FORM

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Mayor

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

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

WEBER AREA DISPATCH 911 AND  
EMERGENCY SERVICES DISTRICT

ATTEST

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Russel Porter  
ACB Chair

Kevin Rose  
District Executive Director

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

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