



PERRY CITY COUNCIL MEETING AGENDA

Monday, December 22, 2025

City Council Chambers, 1950 South Highway 89 (south entrance)

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. 6:30 PM – Regular City Council Meeting

1. Call to Order

2. Procedural Issues

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

3. Public Hearings

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

A. Ordinance 25-X Boundary Adjustment with Willard

B. Resolution 2025-25 Amending the Fiscal Year 2025-2026 Budget

4. Action Items

A. Ordinance 25-X Boundary Adjustment with Willard

B. Resolution 2025-25 Amending the Fiscal Year 2025-2026 Budget

C. Ratify Resolution 2025-24 Police Dispatch Services

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 - None

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. Approx. 7:30 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 15th day of December, 2025. Any individual requiring auxiliary services should contact the City Offices at least 3 days in advance (435-723-6461).

Shanna S. Johnson, City Recorder

**PERRY CITY
ORDINANCE 25-X**

BOUNDARY ADJUSTMENT WITH WILLARD CITY

**AN ORDINANCE OF PERRY CITY, UTAH, ADJUSTING A COMMON
BOUNDARY BETWEEN PERRY CITY AND WILLARD CITY.**

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

WHEREAS, Willard City is a municipal corporation duly organized and existing under the laws of the State of Utah;

WHEREAS, *Utah Code Annotated* §10-2-419, 1953 as amended, provides a procedure for two or more municipalities to adjust a common boundary;

WHEREAS, *Utah Code Annotated* §10-2-419(2)(a)(i) requires each municipality intending to adjust its common boundaries to adopt a resolution indicating its intent to adjust boundaries;

WHEREAS, Perry City adopted Resolution 2025-20 as set forth in Exhibit “A” attached hereto indicating intent to adjust a common border with Willard City and held the required public hearing on December 22, 2025, after publication of the required notice;

WHEREAS, Willard City adopted Resolution 23-26 as set forth in Exhibit “B” attached hereto indicating intent to adjust a common border with Perry City and has scheduled its required public hearing on July 6, 2023, after publication of the required notice for the same;

WHEREAS, no written protest to this boundary adjustment have been filed with the City Recorder;

NOW, THEREFORE, be it ordained by the City Council of Perry City, Utah, 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.** In accordance *Utah Code Annotated* §10-2-419, the common boundary with Willard City is hereby approved as set forth in the attached Boundary Adjustment Plat in Exhibit “C” attached hereto and incorporated herein by this reference. The City shall comply with the requirements of *Utah Code Annotated* §10-2-425 as if the boundary adjustment were an annexation.

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 adopted under becomes effective when each of the two cities involved in the boundary adjustment has adopted an ordinance under *Utah Code Annotated* §10-2-419(5). The effective date of a boundary adjustment under this *Utah Code Annotated* §10-2-419 is governed by *Utah Code Annotated* §10-2-425.

Section 5: **Zoning.** The R 1/3 zoning designation shall be applied to properties transferring from Willard City into Perry City. Eight multi-family units shall be applied to the Perry City Multi-family Dwelling and Apartment Density Map as shown in Exhibit "D".

PASSED AND ADOPTED by the City Council on this 22nd day of December, 2025.

Mayor

VOTING:

Tueller	Yea <u> </u> Nay <u> </u>
Wright	Yea <u> </u> Nay <u> </u>
Ostler	Yea <u> </u> Nay <u> </u>
Walker	Yea <u> </u> Nay <u> </u>
Young	Yea <u> </u> Nay <u> </u>

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, as amended, I, the City Recorder of Perry City, hereby certify that foregoing Ordinance was duly passed and published as required by State Law.

DATE: _____
City Recorder

**PERRY CITY
RESOLUTION 2025-25**

**A RESOLUTION OF PERRY CITY, UTAH, ADOPTING AN AMENDMENT TO
THE FISCAL YEAR 2025-2026 BUDGET FOR PERRY CITY, UTAH, FISCAL
YEAR ENDING: JUNE 30, 2026.**

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

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

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

WHEREAS, the City has provided the required notice for the proposed amendment, and a public hearing was scheduled on December 22, 2025, as required by state law;

WHEREAS, the Perry City Council finds that this amendment to the Fiscal Year 2025-2026 Budget is in the best interest of the health, safety, and welfare of the City;

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

Section 1. Budget Amendment.

That the City Council amends the Budget for Fiscal Year 2025-2026 in accordance with the attached budgetary forms attached hereto and incorporated herein by this reference, with the changes noted therein.

Section 2. Compliance and Submission.

That staff is authorized to make any modification to said Amended Budget to conform with the submission requirements of state law and file a copy with the State Auditor.

Section 3. Effective Date.

This Resolution shall be effective immediately upon passage and approval.

PASSED AND ADOPTED by the City Council on this 22nd day of December, 2025.

KEVIN JEPSEN, Mayor

VOTING:

Tueller	Yea <u> </u>	Nay <u> </u>
Wright	Yea <u> </u>	Nay <u> </u>
Ostler	Yea <u> </u>	Nay <u> </u>
Walker	Yea <u> </u>	Nay <u> </u>
Young	Yea <u> </u>	Nay <u> </u>

ATTEST:

SHANNA JOHNSON, City Recorder

EXHIBIT A

GENERAL FUND			
REVENUE			
Beginning Fund Balance To Be Appropriated	\$ 63,225.00	\$ 726,092.75	\$ 789,317.75
Total Revenue	\$ 63,225.00	\$ 6,741,128.86	\$ 6,804,353.86
EXPENSES			
Police - Dispatch Services	\$ 63,225.00	\$ -	\$ 63,225.00
Total Expenses	\$ 63,225.00	\$ 6,741,128.86	\$ 6,804,353.86

**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 11 day of December, 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 1st 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: _____

Mayor

DATE: _____

WEBER AREA DISPATCH 911 AND
EMERGENCY SERVICES DISTRICT

BY: _____

Russel Porter
ACB Chair

DATE: _____

BY: _____

DATE: _____

ATTEST

BY: _____

Kevin Rose
District Executive Director

DATE: _____