PERRY CITY COUNCIL MEETING AGENDA
Thursday, October 9, 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. 7:00 PM – Regular City Council Meeting

1. **Call to Order**

2. **Procedural Issues**
   - **A.** Conflicts of Interest Declaration(s), If Any
   - **B.** Oath of Office - Police

3. **Department Reports**
   - **A.** Police

4. **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.** Resolution 2025-19 Amending the Fiscal Year 2025-2026 Budget
   - **B.** Ordinance 25-R Amending the Compensation Schedule

5. **Action Items**
   - **A.** Resolution 2025-19 Amending the Fiscal Year 2025-2026 Budget
   - **B.** Ordinance 25-R Amending the Compensation Schedule
   - **C.** Resolution 2025-20 Boundary Adjustment with Willard City
   - **D.** Resolution 2025-21 Highway Access Management Agreement
   - **E.** Ordinance 25-P Adopting the Highway 89 Transportation Plan as an Element of the General Plan; Severability; and Effective Date
   - **F.** Ordinance 25-S Rocky Mountain Power Franchise Agreement
   - **G.** Ordinance 25-T Comcast Franchise Agreement

6. **Discussion Items**
   - **A.** Land Use Discussion

7. **Minutes & Council/Mayor Reports (Including Council Assignments)**
   No Council Action May be Taken if an Item is not specifically on the Agenda
   - **A.** Approval of Consent Items
     - August 28, 2025 City Council Meeting Minutes
     - FY2025 Fraud Risk Assessment
   - **B.** Mayor's Report
   - **C.** Council Reports

D. Staff Comments
E. Planning Commission Report

8. 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.

9. Approx. 9:00 PM - Adjournment

Certificate of Posting

The undersigned duly appointed official hereby certifies that a copy of the foregoing agenda was sent to each member of the City Council and was posted in three locations: 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 3rd day of October, 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

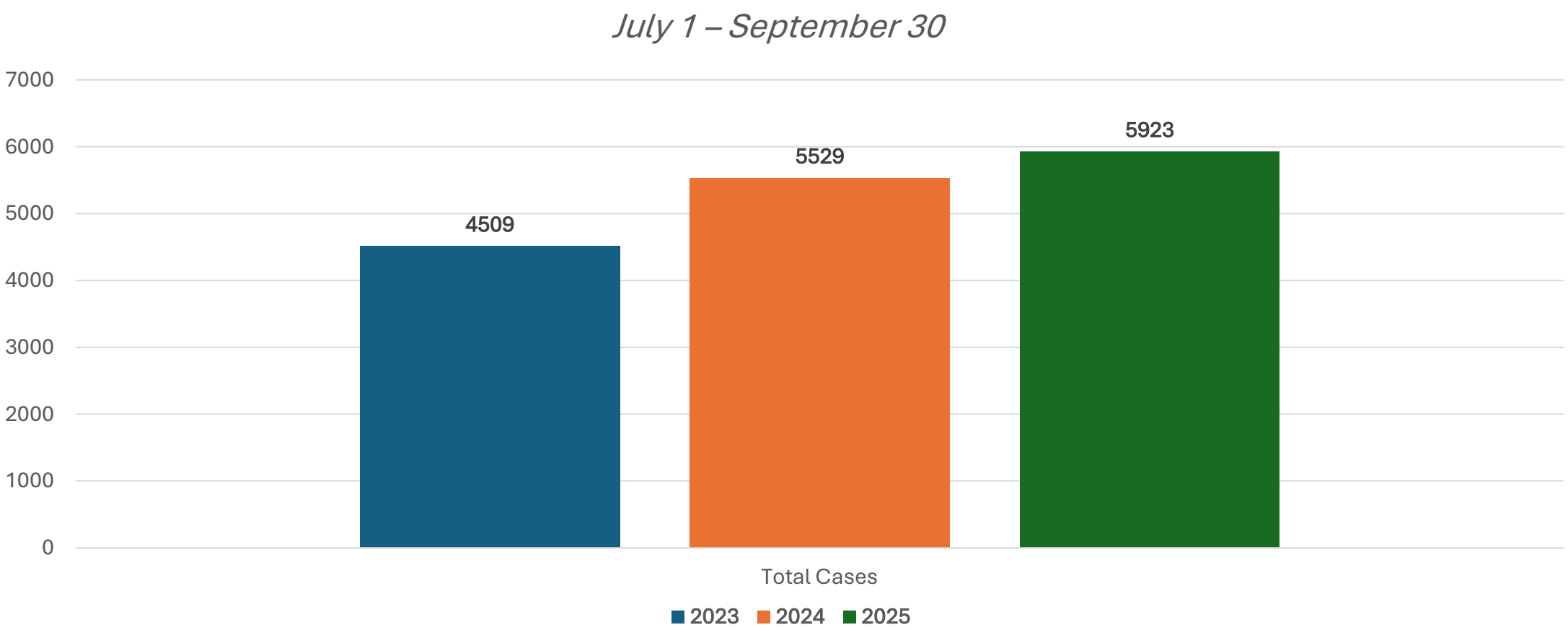
Quarterly Update

July 1, 2025 – September 30, 2025

Perry PD



2025 Cases to date



Case Summary

- Alcohol Offense / DUI – 5
- Animal Problem – 14
- Assault – 2
- Burglary – 6
- Civil Problem – 22
- Child Sex Abuse Material (CSAM) – 4
- Death Investigation – 3
- Domestic Violence – 7
- Drugs & Drug Distribution – 11
- Fire Assist – 15
- Fireworks – 6
- Fraud – 11
- Juvenile Problem – 14
- Medical Assist – 32

Case Summary Continued

- PD Accident (no injury) – 29
- PI Accident (injury) – 4
- Property Damage / Vandalism – 11
- Prostitution – 9
- Psychiatric / Welfare Check – 12
- Sex Offender Registration violation – 1
- Sex Offense – 5
- Sexual Enticement of a Minor – 3
- Suspicious Circumstance – 15
- Theft – 15
- Threatening – 9
- Trespassing – 13
- Weapons Offense – 3

Notable Cases

1. Homicide – PPD and nearly every agency in the county responded to Tremonton to assist with the incident that resulted with the murder of TGPD Sgt. Sorensen and Officer Estrada. The initial response took every L.E. unit in the county and left a shortfall of patrol coverage throughout. PPD called out officers to cover the south end of the county until the other agencies could adjust on their own. PPD then covered patrol for Tremonton and Garland the night of the incident. PPD and Brigham PD worked together to guarantee Tremonton / Garland had police coverage the week after the incident. PPD also assisted Box Elder County with patrolling the County Fair as they were also short. It was tragic yet incredibly impressive to see all the agencies in the county come together to take care of each other and their respective communities.
2. Homicide Investigation - PPD Arrested a Perry resident, who was wanted for aggravated homicide and other related charges, out of Weber County. Upon arrest PPD served a search warrant on the home with the Weber Homicide Task Force.
3. Barricaded individual – A male broke into a residence in Perry and barricaded himself in the home. Fortunately, nobody was home at the time. The suspect was promptly removed and arrested.
4. Wanted Fugitive – Our department has been assisting the Box Elder County Attorney's Office with locating a wanted fugitive out of our county. The suspect was wanted for 10 Felony 2 counts for Sexual Exploitation of a Minor. We received information the fugitive is living in downtown Salt Lake City. We responded to SLC along with Agents with the Department of Homeland Security. While apprehending the fugitive one of our officers and a DHS agent were injured. The suspect was taken into custody and transported to Box Elder County Jail.

Proactive Case Highlights

1. Proactive case surrounding the Enticement of a Minor. The arrestee is already a convicted Sex offender for enticing a minor in 2020. He has also been arrested and charged twice in 2025 for failure to register as a sex offender. In all the suspect was arrested and charged with Enticing a Minor (x2) Failure to Register as a Sex Offender (x4), Unlawful Sexual Activity with a Minor (x2), and Obstruction of Justice.

2. This prostitution case evolved into a drug distribution case (adderall, benzo's, other amphetamines, and marijuana). This suspect is a current sex offender from Pocatello Idaho. He is facing numerous charges related to sex offender registration requirements. This case will subject the defendant to Federal charges for crossing state lines to commit a crime, while a registered sex offender.

3. Drug Distribution and Prostitution case. This individual is a current sex offender. Numerous registry violations were identified. He is also a wanted fugitive on parole/probation. Pursuant to 2 different search warrants we found Child Sex Abuse Material, evidence of previous sexual enticement of a minor, evidence of the rape of a child, and evidence of the purchasing/trade of CSAM. The defendant has been charged with 20+ felony charges.

Proactive Case Highlights

1. Prostitution case evolved into a distribution of Adderall and Amphetamine case.

2. Prostitution case evolved into a distribution of Methamphetamine case.

3. Prostitution case evolved into a distribution of Methamphetamine case.

4. Prostitution case evolved into a drug case (Synthetic THC).

5. Prostitution case evolved into a distribution of Methamphetamine case. The defendant was in possession of a loaded handgun and arrested for possession of a firearm by a restricted person.

Proactive Case Highlights

1. Proactive case in which the suspect (from Perry), was found to be creating and possibly distributing CSAM. Upon serving a search warrant at the suspect's home, we recovered numerous Child Sex Dolls, handguns, and Cocaine. The suspect was charged with Sexual Exploitation of a Minor (x6), Possession of a Child Sex Doll (x5), Possession of a weapon by a restricted person (x2), Possession of a Controlled Substance, and Unlawful Sexual Activity with a Minor.

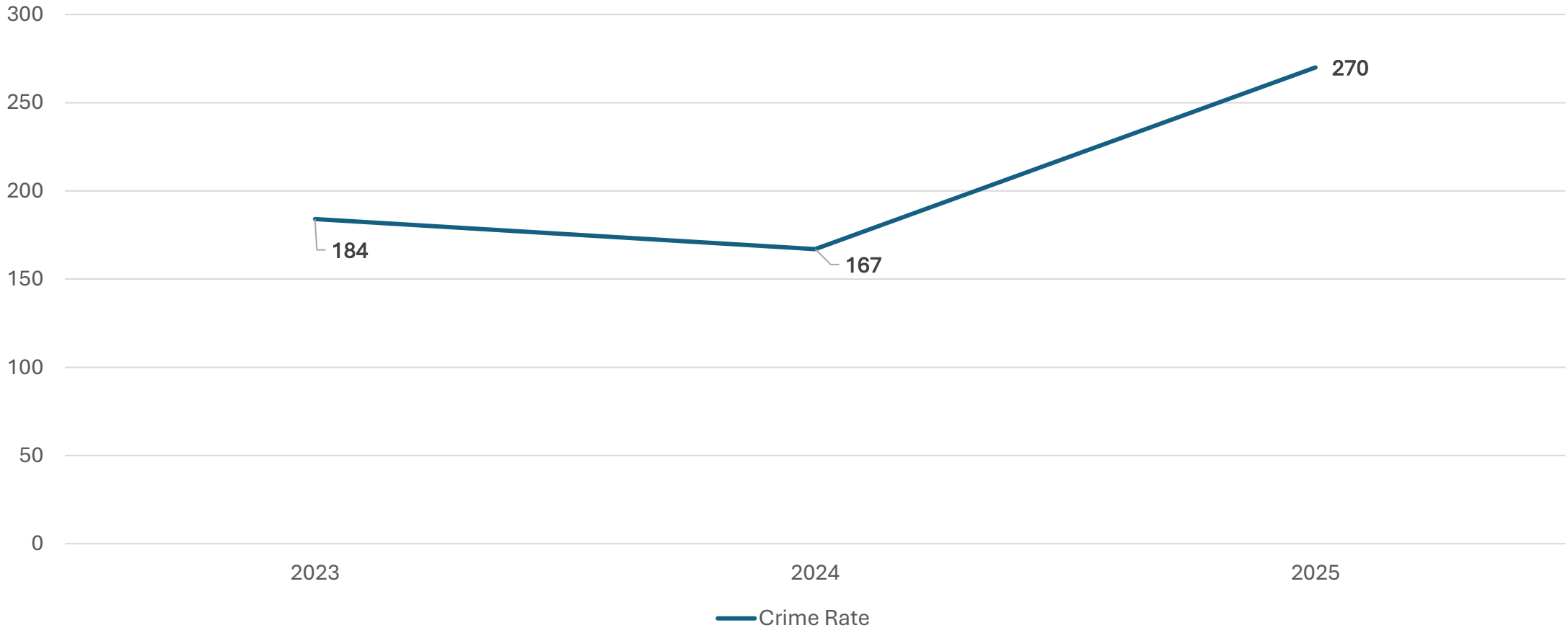
2. Prostitution case turned into a CSAM case upon searching the suspect's cell phone, pursuant a search warrant. This investigation is still active.

3. Active CSAM Distribution case 25-P05214. Proactive Undercover chat case resulted in the recovery of CSAM. Suspect also arranged to come to Perry to rape a child.

4. Proactive Methamphetamine Distribution Case. The suspect is a member of the Vagos Motorcycle Gang.
5. Prostitution case evolved into a distribution of Methamphetamine case. During the arrest, the suspect fought officers, resulting in one of our own getting injured.

NIBRS Crime statistics

January 1 – August 31



Summary

The summer of 2025 was the busiest/craziest I have seen in my 16-year adventure with Perry City. We were down staffing nearly all summer, so we were unable to accomplish a portion of our proactive policing goals. Fortunately, we were still able to accomplish a lot!

The murder of two of our very good friends, Sgt. Sorenson and Ofc. Estrada, took a lot out of our officers. We worked with these men quite regularly. PPD and TGPD work together a great deal, mainly assisting each other with our proactive policing efforts and giving each other additional man-power when needed.

We have had a couple of officers get injured this summer while performing their duties and arresting dangerous criminals. We have arrested a murderer and a pedophile who both lived here in town. We have also noticed an alarming increase in the number of loaded guns/weapons we remove off people we're arresting for serious crimes. We are diligently training and adapting to the changes thrown at us. These efforts will greatly enhance our officer's safety.

With everything thrown at us this summer I am worried about our staffing level. We have had two officers already resign this summer, and we have two more looking to leave. It took us nearly 3 months to find a suitable officer to replace the 1st one we lost. This turn over rate is costing the city thousands of dollars in training, lost wages, and equipment. We will be proposing a solution in the coming days.

I would like to thank Shanna, Mayor Jeppsen, and those of you who who went above and beyond this summer to make sure our department had the support we needed. The many acts of kindness and support mean the world to our staff!

-Scott

PERRY CITY
RESOLUTION 2025-19

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 October 9, 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 9th day of October, 2025.

_____
KEVIN JEPPSEN, Mayor

VOTING:

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

ATTEST:

_____
SHANNA JOHNSON, City Recorder

EXHIBIT A

BUDGET AMENDMENT TO 2025-2026 BUDGET (#3)			
	ADDITIONAL	CURRENT BUDGET	AMENDED BUDGET
GENERAL FUND			
REVENUE			
Beg. Fund Balance To Be Appropriated (Restricted & Unrestricted)	$ 8,000.00	$ 718,092.75	$ 726,092.75
Total Revenue	$ 8,000.00	$ 6,698,128.86	$ 6,706,128.86
EXPENSES			
Parks - Perry Park (tree maintenance)	$ 8,000.00	$ 53,500.00	$ 61,500.00
Total Expenses	$ 8,000.00	$ 6,698,128.56	$ 6,706,128.56
CAPITAL PROJECTS			
PARKS EQUIPMENT/IMPROVEMENT			
REVENUE	$ -	$ 325,794.00	$ 325,794.00
Total For Appropriation	$ -	$ 422,959.00	$ 422,959.00
EXPENSES			
Parks Equipment (Mt. View Park)	$ 4,000.00	$ -	$ 4,000.00
Parks Improvement (Mt. View Bike Park)	$ 15,000.00	$ 330,477.00	$ 345,477.00
Total Expenditures	$ 19,000.00	$ 330,477.00	$ 349,477.00
SEWER FUND			
REVENUE & CREDITS			
Cash Op Needs - Plus Depreciation	$ (26.00)	$ 451,985.00	$ 451,959.00
Use of Available Cash	$ 12,770.00	$ 104,113.00	$ 116,883.00
Total Revenue & Credits	$ 12,744.00		
EXPENSES			
Capital Improvement - 1200 W 10 Inch Line	$ 50,000.00	$ 210,000.00	$ 260,000.00
Depreciation	$ (37,282.00)	$ 489,241.00	$ 451,959.00
Lease Expense	$ 26.00	$ 37,256.00	$ 37,282.00
Total Expenses	$ 12,744.00		

PERRY CITY
ORDINANCE 25-R
AMENDING THE COMPENSATION SCHEDULE

AN ORDINANCE OF PERRY CITY, UTAH, ADOPTING A COMPENSATION SCHEDULE AMENDMENT TO COMPLY WITH STATE LAW

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

WHEREAS, *Utah Code Annotated* §10-3-818, 1953 as amended, enables municipalities to adopt a compensation schedule by ordinance;

WHEREAS, the City Council previously adopted various ordinances providing for a Compensation Schedule and now desires to amend the same only as provided herein;

WHEREAS, after publication of the required notice, the City Council held its public hearing on October 9, 2025 to accept public comment;

WHEREAS, in 2024 the State Legislature adopted S.B. 91 that required the City to adopt a Compensation Schedule after a public hearing for the same;

WHEREAS, the City Council desires to adopt an Amended Compensation Schedule to comply with state law;

NOW, THEREFORE, be it ordained by the City Council of Perry City, Utah, the Compensation Schedule for the City is hereby amended as follows:

3. Scheduled Employees. The following Compensation Schedule applies to scheduled employees:

Position	Salary Range exempt listed as annual; non-exempt listed as hourly			Total Annual Increase % including any Bonus & Vehicle Allowance
	Min	Mid	Max	
Chief of Police (exempt)	$113,276	$134,637	$163,198	12.5%
Chief of Police (non-exempt)	$49.46	$59.70	$76.28	12.5%

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, Kevin Jeppsen

VOTING:

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

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) City Hall, 2) Utah Public Meeting Notice Website, and 3) City Website on the referenced date.

_____ DATE:_____
City Recorder

PERRY CITY
RESOLUTION NO. 2025-20

BOUNDARY ADJUSTMENT WITH WILLARD CITY

A RESOLUTION OF PERRY CITY, UTAH, INDICATING THE INTENT OF PERRY CITY TO ADJUST A COMMON BOUNDARY WITH 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 §10-2-903, 1953 as amended, provides a procedure for two or more municipalities to adjust a common boundary;

WHEREAS, Utah Code Annotated §10-2-903 (2) requires each municipality intending to adjust its common boundaries to adopt a resolution indicating its intent to adjust boundaries;

WHEREAS, Perry City and Willard City seek to comply with state law and intend to adjust a common boundary by adopting this Resolution for this purpose of intent;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Perry City that Perry City intends to adjust a common boundary with Willard City in accordance the map set forth in Exhibit "A" attached hereto and incorporated herein by this reference as the area intended for boundary adjustment.

IT IS FURTHER RESOLVED, that the City Council, as required by law, hereby sets a Public Hearing for this matter to be held at its regular meeting on _____, 2025, at 7:00 PM, and directs staff to provide notice of said Public Hear as provided in Utah Code Annotated §10-2-903 (3) and (4).

PASSED AND ADOPTED by the City Council on this ____ day of _____, 2025.

PERRY CITY:

_____
Mayor

VOTING:

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

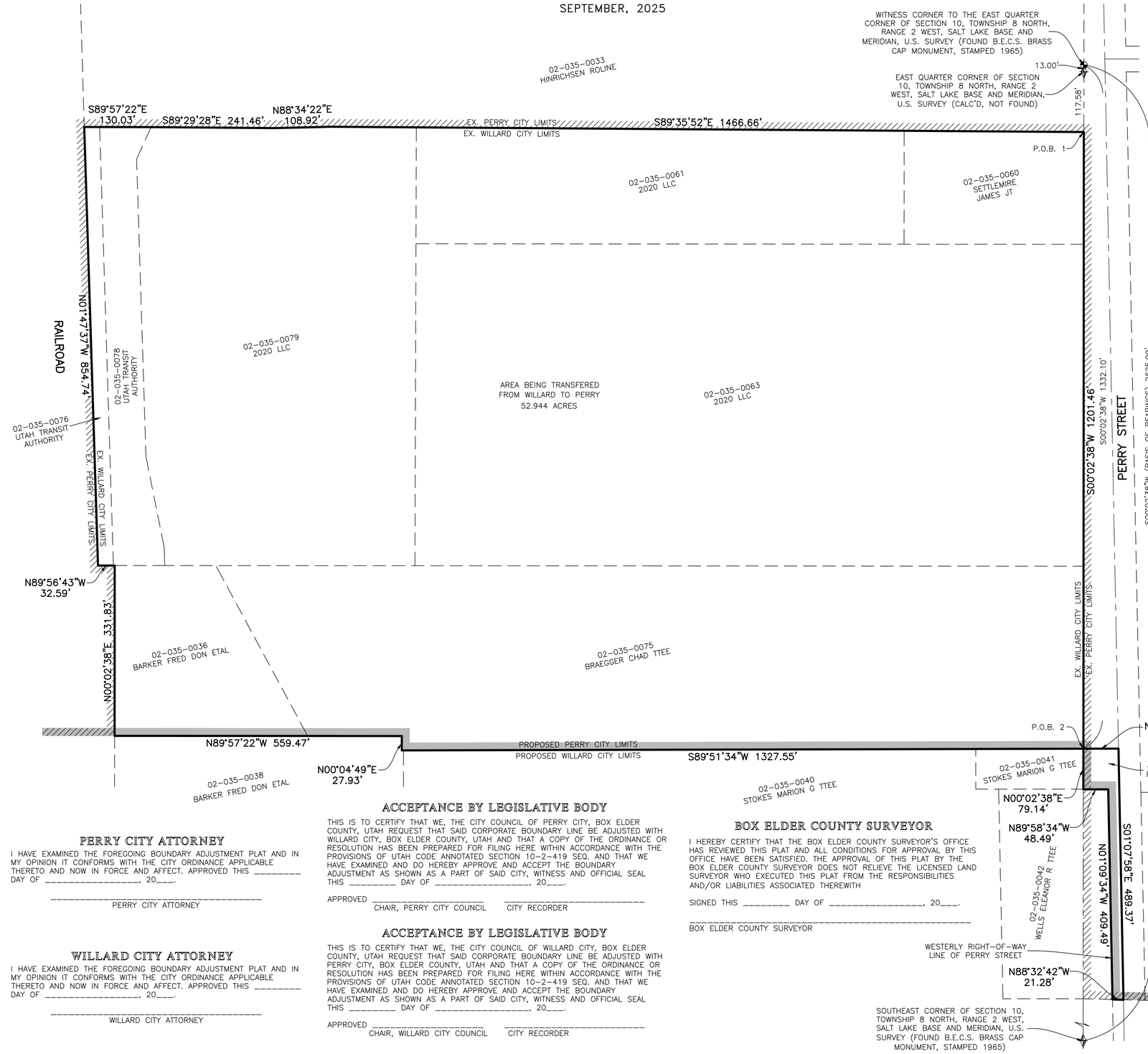
ATTEST:

_____
City Recorder

Reeve & Associates, Inc. - Solutions You Can Build On

BOUNDARY ADJUSTMENT PLAT IN ACCORDANCE WITH UTAH CODE 10-2-419
TO THE CORPORATE LIMITS OF THE CITY OF PERRY AND THE CITY OF WILLARD

PART OF THE SOUTHEAST QUARTER OF SECTION 10 AND THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
CITY OF PERRY/CITY OF WILLARD, BOX ELDER COUNTY, UTAH
SEPTEMBER, 2025



LEGEND

- = SECTION CORNER
- = WITNESS CORNER
- = AREA TO BE ANNEXED
- = ADJOINING PROPERTY
- = SECTION TIE LINE
- = ROAD CENTERLINE
- = EXISTING PERRY CITY/WILLARD CITY CORPORATE LIMITS
- = PROPOSED PERRY CITY/WILLARD CITY CORPORATE LIMITS

100 0 100 200 300
Scale: 1" = 100'



VICINITY MAP
(NOT TO SCALE)

BOUNDARY ADJUSTMENT DESCRIPTION
(AREA BEING TRANSFERED FROM WILLARD TO PERRY)

PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PERRY STREET, SAID POINT BEING 130.58 FEET SOUTH 00°02'38" WEST ALONG THE SECTION LINE FROM A WITNESS CORNER TO THE EAST QUARTER CORNER OF SAID SECTION 10 (SAID WITNESS CORNER BEING NORTH 00°02'38" EAST 2625.99 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 10); THENCE SOUTH 00°02'38" WEST 1201.46 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF PERRY STREET AND THE EXISTING PERRY CITY/WILLARD CITY LIMITS LINE; THENCE SOUTH 89°51'34" WEST 1327.55 FEET; THENCE NORTH 00°04'49" EAST 27.93 FEET; THENCE NORTH 89°57'22" WEST 559.47 FEET TO THE EXISTING PERRY CITY/WILLARD CITY LIMITS LINE; THENCE ALONG SAID CITY LIMITS LINE THE FOLLOWING SEVEN (7) COURSES: (1) NORTH 00°02'38" EAST 331.83 FEET; (2) NORTH 89°56'43" WEST 32.59 FEET; (3) NORTH 01°47'37" WEST 854.74 FEET; (4) SOUTH 89°57'22" EAST 130.03 FEET; (5) SOUTH 89°29'28" EAST 241.46 FEET; (6) NORTH 88°34'22" EAST 108.92 FEET; AND (7) SOUTH 89°35'52" EAST 1466.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 52.944 ACRES.

BOUNDARY ADJUSTMENT DESCRIPTION
(AREA BEING TRANSFERED FROM PERRY TO WILLARD)

PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PERRY STREET, SAID POINT BEING 1332.10 FEET SOUTH 00°02'38" WEST ALONG THE SECTION LINE FROM A WITNESS CORNER TO THE WEST QUARTER CORNER OF SAID SECTION 11 (SAID WITNESS CORNER BEING NORTH 00°02'38" EAST 2625.99 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 11); THENCE NORTH 89°51'34" EAST 68.31 FEET TO THE CENTERLINE OF PERRY STREET; THENCE SOUTH 01°07'58" EAST 489.37 FEET ALONG SAID CENTERLINE TO THE EXISTING PERRY CITY/WILLARD CITY LIMITS LINE; THENCE NORTH 88°32'42" WEST 21.28 FEET ALONG SAID CITY LIMITS LINE TO THE WESTERLY RIGHT-OF-WAY LINE OF PERRY STREET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: (1) NORTH 01°09'34" WEST 409.49 FEET; (2) NORTH 89°58'34" WEST 48.49 FEET; AND (3) NORTH 00°02'38" EAST 79.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.327 ACRES.

NARRATIVE

THIS BOUNDARY ADJUSTMENT PLAT PER UTAH CODE 10-2-419 OF THE SUBJECT PROPERTIES WAS REQUESTED BY PERRY CITY CORPORATION.

BRASS CAP MONUMENTS WERE FOUND FOR A WITNESS CORNER TO THE EAST QUARTER CORNER AND THE SOUTHEAST CORNER FOR SECTION 10, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

THE BASIS OF BEARINGS FOR THIS PLAT IS THE LINE BETWEEN THE SOUTHWEST CORNER AND THE WITNESS CORNER TO THE EAST QUARTER CORNER OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, SHOWN HEREON AS SOUTH 00°02'38" WEST.

PERRY CITY ATTORNEY

I HAVE EXAMINED THE FOREGOING BOUNDARY ADJUSTMENT PLAT AND IN MY OPINION IT CONFORMS WITH THE CITY ORDINANCE APPLICABLE THERETO AND NOW IN FORCE AND AFFECT. APPROVED THIS _____ DAY OF _____, 20___.

_____
PERRY CITY ATTORNEY

WILLARD CITY ATTORNEY

I HAVE EXAMINED THE FOREGOING BOUNDARY ADJUSTMENT PLAT AND IN MY OPINION IT CONFORMS WITH THE CITY ORDINANCE APPLICABLE THERETO AND NOW IN FORCE AND AFFECT. APPROVED THIS _____ DAY OF _____, 20___.

_____
WILLARD CITY ATTORNEY

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE CITY COUNCIL OF PERRY CITY, BOX ELDER COUNTY, UTAH REQUEST THAT SAID CORPORATE BOUNDARY LINE BE ADJUSTED WITH WILLARD CITY, BOX ELDER COUNTY, UTAH AND THAT A COPY OF THE ORDINANCE OR RESOLUTION HAS BEEN PREPARED FOR FILING HERE WITHIN ACCORDANCE WITH THE PROVISIONS OF UTAH CODE ANNOTATED SECTION 10-2-419 SEQ. AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE BOUNDARY ADJUSTMENT AS SHOWN AS A PART OF SAID CITY, WITNESS AND OFFICIAL SEAL THIS _____ DAY OF _____, 20___.

APPROVED _____ _____
CHAIR, PERRY CITY COUNCIL CITY RECORDER

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE CITY COUNCIL OF WILLARD CITY, BOX ELDER COUNTY, UTAH REQUEST THAT SAID CORPORATE BOUNDARY LINE BE ADJUSTED WITH PERRY CITY, BOX ELDER COUNTY, UTAH AND THAT A COPY OF THE ORDINANCE OR RESOLUTION HAS BEEN PREPARED FOR FILING HERE WITHIN ACCORDANCE WITH THE PROVISIONS OF UTAH CODE ANNOTATED SECTION 10-2-419 SEQ. AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE BOUNDARY ADJUSTMENT AS SHOWN AS A PART OF SAID CITY, WITNESS AND OFFICIAL SEAL THIS _____ DAY OF _____, 20___.

APPROVED _____ _____
CHAIR, WILLARD CITY COUNCIL CITY RECORDER

BOX ELDER COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE BOX ELDER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE BOX ELDER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH

SIGNED THIS _____ DAY OF _____, 20___.

_____
BOX ELDER COUNTY SURVEYOR

SURVEYOR'S CERTIFICATE

I, JASON T. FELT, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT THIS BOUNDARY ADJUSTMENT PLAT FOR PERRY CITY AND WILLARD CITY, BOX ELDER COUNTY, UTAH HAS BEEN DRAWN TO THE DESIGNATED SCALE AND IS IN ACCORDANCE WITH THE INFORMATION AND DATA OBTAINED FROM RECORDS IN THE BOX ELDER COUNTY RECORDER'S OFFICE.

SIGNED THIS _____ DAY OF _____, 20___.

9239283
UTAH LICENSE NUMBER

PROFESSIONAL LAND SURVEYOR
9239283
JASON T. FELT
STATE OF UTAH

Project Info.
Surveyor: J. FELT
Designer: N. ANDERSON
Date: 5-20-25
Name: PERRY CITY/ WILLARD CITY BLA
Number: 6298-18
Revision:
Scale: 1"=100'
Checked:

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST, RIVERDALE, UT, 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve.co

Box Elder County Recorder
Entry No._____ Fee Paid _____
_____ Filed For Record And Recorded, _____
At _____ In Book _____ Of The Official Records, Page _____
Recorded For:

_____
Box Elder County Recorder

_____ Deputy.

Reeve & Associates, Inc. - Solutions You Can Build On

ACCESS MANAGEMENT FOR US-89, PERRY, UT, MP 429.97 to 433.42

City of Perry
Federal ID No. _____

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this_____ day of_____, 2025, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**": and **Perry City**, a municipal corporation in the State of Utah, hereinafter referred to as the "**LOCAL JURISDICTION".**

RECITALS

WHEREAS, the parties hereto desire to establish a corridor plan for US-89 from MP 429.97 to MP 433.42 within the incorporated limits of Perry City. The purposes are to facilitate traffic flow, maintain safety, be an effective use of right of way, be in accordance with **LOCAL JURISDICTION** future plans including the *Perry City Highway 89 Master Plan, March 2025*, and to be in accordance with **UDOT's** current Access Management Standards and practices.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. US-89, from Maddox Lane at MP 433.42 (approximately 800 feet south of US-91/89) to 3000 South at MP 233.5 (approximately 1/3 mile south of 3600 South) will include a shared use path on the road's west side, when funded.

2. 2000 South west of US-89 will be improved to connect to 775 West (Commerce Way) by City of Perry, when funding is available and subject to further analysis.

3. Raised median will be constructed along selected segments of US-89, when funded. Specific limits of raised median are subject to be refined during detailed design.

    A. From 2600 South to approximately 200' south of 2600 South
    B. Adjacent to Perry Park, from north of 2600 South to 2400 South; raised median will be constructed north and south of a Pedestrian Hybrid Beacon near Perry Park, located south of 2450 South.
    C. From approximately 100' South of 2100 South to 150' north of 2000 South
    D. From Maddox Lane to south of 1750 South

4. Travel lanes within the corridor are expected to remain 12' wide. Final dimensions considering community context, traffic volumes, and speed, will be confirmed as the project improvements proceed to design and construction.

5. Shoulders within the corridor may be reduced to 8' wide. Final dimensions considering community context, traffic volumes, and speed, will be confirmed as the project improvements proceed to design and construction.

6. Intersections with US-89 will be improved to include a traffic signal, when warranted, approved, and funded by **UDOT** in the following priority:

    A. At US-89/2000 South

B. At US-89/2700 South; 3000 and 2000 South may be considered as additional locations.

7. New signalized intersections or signalized at-grade pedestrian crossings or Pedestrian Hybrid Beacon will be improved to include bulbouts or curb extensions, where feasible, to narrow the US-89 pedestrian crossing distance.

8. In addition to intersections and access management at locations specified in paragraphs 1-5, **UDOT** may consider other or additional access management measures at locations along US-89 within the city limits. If additional intersections are studied and additional access or signal control is warranted in the future by **UDOT**, there is no guarantee the intersections will be signalized or otherwise improved. It may be necessary to restrict certain types of traffic movements at any intersection or access to maintain traffic flow and improve safety through the corridor.

9. **UDOT**, as part of this access management agreement, requires the following conditions / requirements be met and maintained:

   A. Offsetting of existing and future streets is not encouraged. Local streets should connect to US-89 at 90-degree angles and line up across the intersection. Should there be a need for variation from this standard, an allowable skew of no greater than 15 degrees will be considered.

   B. Every effort possible should be made for existing non-street accesses onto US-89 to be combined and access directed to internal roadway systems and not directly onto US-89. This is to help facilitate traffic flow onto and along US-89 by limiting access onto US-89 from roadway systems and not individual accesses. It is recommended that these accesses be set back from the US-89 intersections consistent with **UDOT's** road classification standards.

   C. Any proposed local right-of-way that is intended to be a road accessing US-89 that does not meet spacing standards may not be approved by UDOT, and at a minimum shall be right-in/right-out, upon evaluation and approval by UDOT.

   D. If existing **UDOT** roadway right of ways, including easements, are proposed to be used by new developments for the construction of deceleration lanes; additional property will be required to be dedicated to **UDOT** so as to preserve right of way for future **UDOT** projects such as roadway widening, shoulders, drainage features, etc.

10. Segments of US-89 within the City limits which are currently designated as No Access, Limited Access, or Regular Right-of-Way are unchanged by this Agreement.

Exhibit A shows the **CONCEPT PLAN**.

   A. The parties shall consider the concepts contained herein during the development of any master plans in this area and work towards the common goal of this Agreement.

City of Perry
Federal ID No. _____

B. In the event there are proposed changes in the provisions covered by this Agreement, a modification to this Agreement approved in writing by all parties is required to place them into effect.

C. The failure of any party to insist upon strict compliance of any of the terms and conditions, or failure to delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

D. Each party represents that it has the authority to enter into this Agreement. This Agreement does not create any type of agency relationship, joint venture, or partnership among the parties.

E. If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law. This Agreement shall not be interpreted or applied to require a violation of any applicable legal rights or obligations. This Agreement may be executed electronically and by counterparts.

IN WITNESS WHEREOF, the parties hereto have cause these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:	**PERRY CITY** Municipal Corporation in the State of Utah
By: Title: Date:	By: Title: Date:

(IMPRESS SEAL)

****

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By:_____
Region One Traffic Operations Engineer

Date:_____

By:_____
Region One Deputy Director

Date:_____

City of Perry
Federal ID No. _____

APPROVED AS TO FORM

This Form Agreement has been previously approved as to form by the office of Legal Counsel for the Utah Department of Transportation

PERRY CITY
ORDINANCE 25-P

HIGHWAY 89 – TRANSPORTATION PLAN

AN ORDINANCE OF PERRY CITY, UTAH, ADOPTING THE HIGHWAY 89 MASTER PLAN AS AN ELEMENT OF THE GENERAL PLAN; SEVERABILITY; 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, *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, improving community well-being, peace and good order for the inhabitants of the City;

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

WHEREAS, the City finds it necessary to adopt the Highway 89 Master Plan as an Element of the General Plan;

WHEREAS, after publication of the required notice the Planning Commission held its public hearing on September 9, 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 Perry City Highway 89 Master Plan dated March 27, 2025, attached hereto as Exhibit "A" and incorporated herein by this reference as the "Highway 89 Transportation 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 remainder 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

VOTING:

Tueller	Yea _ _ Nay ___
Wright	Yea _ _ Nay ___
Ostler	Yea _ _ Nay ___
Walker	Yea _ _ Nay ___
Young	Yea _ _ Nay ___

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.

_____ DATE:_____
City Recorder

EXHIBIT “A”

Highway 89 Master Plan -
Transportation Element to
the General Plan

PERRY CITY HIGHWAY 89 MASTER PLAN

FINAL REPORT

March 27, 2025

WASATCH FRONT REGIONAL COUNCIL

Perry City Highway 89 Master Plan

Agency Partners

Wasatch Front Regional Council
City of Perry, UT
Utah Department of Transportation

Prepared by

111 E. Broadway
Suite 600
Salt Lake City, UT 84111

Subconsultant Partners

Township + Range
Landmark Design

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1. Introduction

PROJECT OVERVIEW

Wasatch Front Regional Council (WFRC), in partnership with City of Perry and Utah Department of Transportation (UDOT), conducted this study to establish the form, function and characteristics of US-89 in Perry, Utah. The Perry City US-89 Master Plan defines community-focused improvements that support the multiple uses and functions of the corridor.

Preparation of the Perry US-89 Master Plan included the following phases:

- **Phase 1: Understanding**
  - Engage stakeholders and the community to establish a common understanding of mobility and livability expectations for the corridor
  - Gather input on corridor needs, opportunities, goals, and vision
- **Phase 2: Envisioning**
  - Prepare initial concept that meet project goals and objectives
- **Phase 3: Refining**
  - Refine concept and develop preferred alternative
- **Phase 4: Corridor Agreement**
  - Prepare corridor agreement that represents the preferred concept

STUDY AREA

The study area of the Perry US-89 Master Plan (**Figure 1**) extends from approximately 800 feet south of the US-91/89 intersection (MP 429.97) to the southern City limit, approximately 1/3 mile south of 3600 South (MP 433.42).

PURPOSE & DOCUMENT ORGANIZATION

This Final Report is organized into the following sections:

- Section 1 – Introduction
- Section 2 – Corridor Characteristics
- Section 3 – Land Use Characteristics
- Section 4 – Corridor Vision and Goals
- Section 5 – Public Engagement Phase 1
- Section 6 – Corridor Concept Alternatives
- Section 7 – Public Engagement Phase 2
- Section 8 – Preferred Corridor Alternative
- Section 9 – Implementation & Next Steps

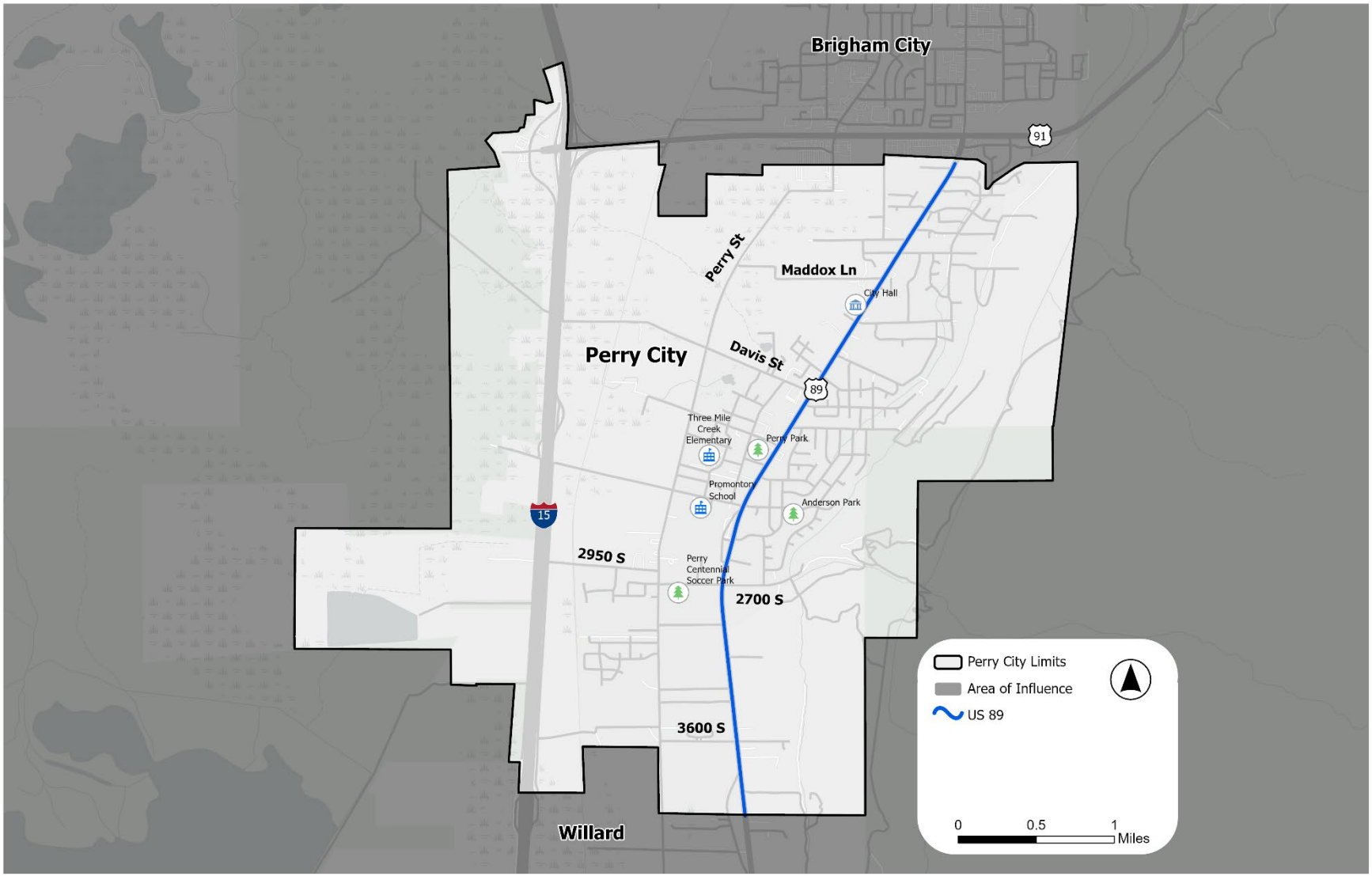


Figure 1. Study Area Map

2. Corridor Characteristics

This section summarizes existing transportation characteristics, beginning with a summary of previously completed plans and studies. This section then provides a summary of current and future population, roadway features including existing infrastructure, traffic volumes, and crash history.

PREVIOUS PLANS AND STUDIES

Table 1 summarizes planning documents that were reviewed for the study.

Table 1. General Plan and Planning Documents

DOCUMENT TITLE	DATE	SUMMARY AND KEY FINDINGS
WFRC 2023 – 2050 Regional Transportation Plan (RTP)	2023	The Regional Transportation Plan (RTP) discusses future improvements to the transportation network. This includes improvements to the operation and capacity of transit, increasing the safety of pedestrians and bicyclists, and achieving the goals of Utah's Unified Transportation Plan within the smaller context cities such as Perry.
US-89/SR 13 Corridor Study	2021	This corridor study focused on existing conditions and improvements to US-89 and S.R. 13. Recommendations include new roadway connections, eliminating underutilized bus stops along UTA bus route 630, a multi-use rail trail, and addressing concerns of the community regarding the conflict between truck traffic, economic development, and comfortable place-making. The plan also highlights the Historic Orchard Pathway, a regional shared use path currently funded by Perry City.
Perry City General Plan	2019	The Perry City General Plan discusses planned improvements to the US-89 corridor based on community feedback and information obtained from the 2018 RSA. The community expressed a desire for safety-focused pedestrian and bicyclist improvements, encourage context sensitive street designs, as well as speed reduction and beautification of their corridor.
2018 Road Safety Assessment (RSA)	2018	The 2018 RSA identified safety related issues throughout the corridor. The RSA suggest improvements to street lighting, signage, access drives, sight visibility, pedestrian and bicycle infrastructure, roadway infrastructure, and intersections.
Southeastern Box Elder Active Transportation Plan (ATP)	2017	Pertaining to Perry, the Southeastern Box Elder ATP focuses on two main east-west trail corridors that would prioritize pedestrians and bicyclists, allowing users to safely access recreational spaces in Perry. The two identified corridors are Davis Street and 3000 South.

CURRENT AND FUTURE POPULATION

Population projections from the 2023 WFRC Regional Transportation Plan (RTP) are summarized in **Table 2** for existing (2023) and future (2050) years. WFRC projects that the study area population will steadily increase from a current population of nearly 6,000 people to 8,500 in 2050, a projected annual growth rate of 1.33%.

Maps illustrating population distribution and density for current (2023), and future (2050) conditions are included in **Appendix A**.

Existing (2023) and future (2050) population by Traffic Analysis Zone (TAZ) show that most growth is expected in the area west of US-89 and surrounding Hargis Canyon.

Pockets of higher density residential areas are located along US-89 between 2400 South and 3000 South. Increased density is anticipated along the foothills east of US-89, between US-89 and Perry Street, from Davis Street to approximately 3275 South, and between Perry Street and the railroad tracks south of 2950 South.

Table 2. Population Growth (2023-2050)

City	2023		2050		Annual Growth Rate
	Population	Density (per acre)	Population	Density (per acre)	
Perry	5,965	1.29	8,523	1.79	1.33%

ROADWAY FEATURES

Right-of-Way

The right-of-way (ROW) width of US-89 within the study area ranges from 90 feet to 135 feet.

Cross-Section

The corridor's (US-89) typical cross-section is shown in **Figure 2**. The corridor travel way consists of two lanes in each direction, a two-way left-turn-lane (TWLTL), and paved shoulders. Sections in the south end of the corridor have unpaved shoulders. Other sections have on-street parking, sidewalks, and landscaping.

The Perry City General Plan proposes a typical cross-section a shown in **Figure 3**. This cross-section includes a landscaped median, on-street parking, curb, and gutter, streetscaped park strip, and sidewalks.

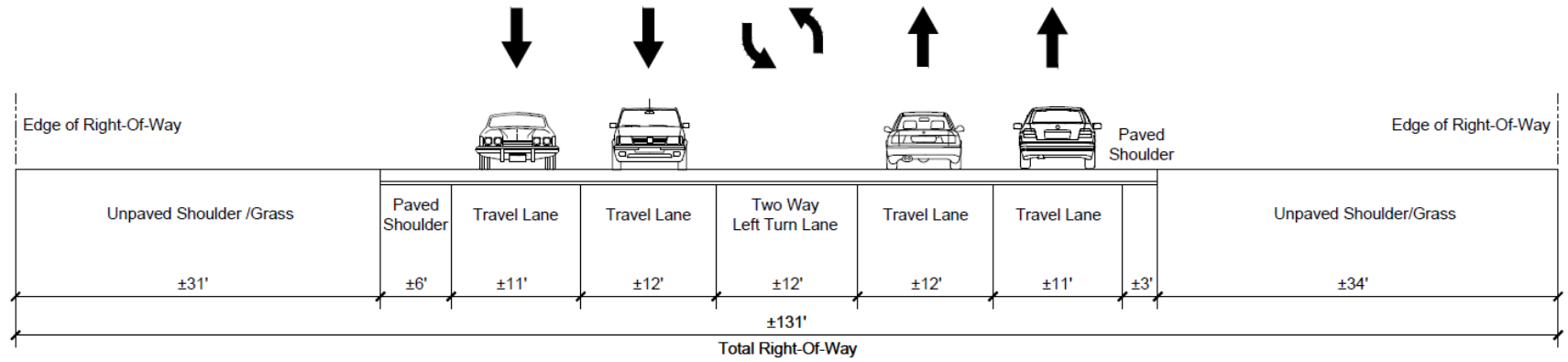


Figure 2. Existing Typical Cross-Section

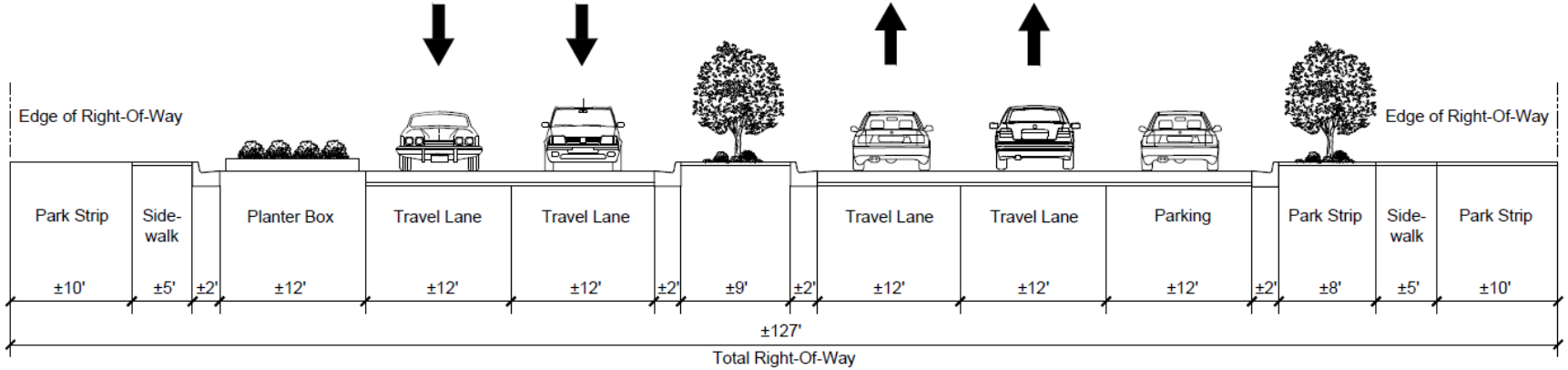


Figure 3. General Plan Typical Cross-Section

Existing and Historical Traffic Volumes

Existing (2019) traffic volume data for US-89 and surrounding areas were extracted from WFRC's *Utah Stateside Annual Average Daily Traffic (AADT) – Historic & Forecast* web map[1], and is shown in **Appendix B.**

Historical traffic data for the years 2016 and 2022 were obtained from UDOT's Map of Annual Average Daily Traffic (AADT) (2019-2020) from the following stations:

- Station 003-0331, MP: 431.212 - 433.670 (between US 91 & 3000 S)
- Station 003-0325, MP: 430.303 - 431.212 (between 3000 S & Hargis Hill Road)
- Station 003-0326, MP: 428.922 - 430.303 (between Hargis Hill Road & 750 N)

Traffic volumes on US-89 range from approximately 15,000 vehicles per day in the southern portion of the corridor, to over 18,000 vehicles per day as the corridor approaches US-91/89 in Brigham City. Between 2016 and 2019, traffic increased by 5.9-10% or at a 1.9-3.2% annual rate.

Between 2019 and 2020, traffic volume decreased on the two northern segments, during the COVID-19 pandemic. However, traffic volumes in 2021 and 2022 returned to exceed pre-pandemic volumes. This data is summarized in **Table 3**.

Table 3. Historical AADT

UDOT Historic AADT							
Segment	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**
Station 003-0331 MP: 431.212 - 433.670 Btw US 91 & 3000 S	16,800	17,200	17,400	17,700	15,800	17,100	17,300
Station 003-0325 MP: 430.303 - 431.212 Btw 3000 S & Hargis Hill Road	11,600	11,900	12,400	12,500	12,500	13,400	13,200
Station 003-0326 MP: 428.922 - 430.303 Btw Hargis Hill Road & 750 N	10,100	10,300	10,700	10,900	10,800	11,600	11,500

Source: UDOT Map of Annual Average Daily Traffic (AADT), Replica

Future Traffic Volumes

The WFRC *Utah Stateside Annual Average Daily Traffic (AADT) – Historic & Forecast* provides forecasted traffic data. The forecasted 2050 AADT for US-89 and the surrounding area are shown in **Appendix B.**

The forecasted traffic count data is presented in **Table 4**. From 2019 to 2050, traffic is forecasted increase by 65% in the central part of the corridor, and 10% to 20% in the north and southern portions of the corrido, respectively.

Future traffic volumes are projected to increase to 20,000 vehicles per day in the northern portion of the corridor and to 13,500 in the southern portion of the corridor.

[1] https://wfrc.org/traffic-volume-map/

Table 4. Future AADT

Segment	Historic	Forecast			
	2019	2024	2030	2040	2050
Station 003-0331 MP: 431.212 - 433.670 Btw US 91 & 3000 S	18,000	18,500	19,000	19,500	20,000
Station 003-0325 MP: 430.303 - 431.212 Btw 3000 S & Hargis Hill Road	13,000	18,000	18,500	20,000	21,500
Station 003-0326 MP: 428.922 - 430.303 Btw Hargis Hill Road & 750 N	11,000	11,000	11,500	12,000	13,500

Source: WFRC *Utah Stateside Annual Average Daily Traffic (AADT) – Historic & Forecast*

Replica Data

Replica is an online data platform that aggregates cellular location, demographic, and land use data to provide mobility patterns and trends such as trip origin/destination, trip purpose, mode choice, and distances. Replica data, for the Fall 2022 period, was analyzed.

Origin-Destination Pairs

Replica data provides insight as to where people are traveling from (origin) and to (destination). **Table 5** summarizes the top 20 origin-destination pairs by cities which accounts for approximately 72% of all trips on US-89. Approximately 10% of trips using US-89 are internal Perry City trips (start and end in Perry City). Approximately 40% of the total trips are between Perry and Brigham City, 17% of trips are between Perry and other cities, and 6% of are pass-through trips that do not start or end in Perry but accommodate those traveling between other cities such Brigham City and Willard.

Table 5. Top 20 Origin-Destination Pairs by City

Origin-Destination Pair	Percentage
Trips entirely within Perry	9.8%
Trips between Perry & Brigham City	39.5%
Trips between Perry & Willard	3.2%
Trips between Perry & South Willard	1.4%
Trips between Perry & Other Box Elder County Cities & Towns	4.8%
Trips between Perry & Cache County Cities & Towns	5.1%
Trips between Perry & Weber County Cities & Towns	16.3%
Trips between Perry & Davis, Salt Lake, or Utah County Cities & Towns	8.7%
Trips between Perry & Other Locations	0.5%
Pass-Through Trips	10.7%
TOTAL	**100.0%**

Trip Purpose

The data shows that the primary trip purposes on US-89 are for commuting to and from home, shopping, and social activities. The data shows that 37.8% of trips are either from or to someone's home (trip origin or destination is the traveler's homes).

Mode Split

The mode split for trips on US-89 shows that most trips (92%) are completed in passenger cars, where 72% are private auto or single occupancy vehicles. Approximately 3% of trips consist of walking, biking, or taking transit.

Trip Distance

The average trip distance of trips taken on US-89 is 14.9 miles, while the median trip length is 6.4 miles.

Crash History

Between 2018 and 2022, a total of 141 crashes were reported within the study area according to UDOT. Perry Police Department provided additional crash data for the US-89 for the same period, which shows that 260 crashes were not reported to UDOT's database, for a total of 401 crashes. However, detailed crash information was only available for UDOT provided data. As such, only the UDOT-reported crashes could be further summarized.

The most crashes (44) were reported in 2019. Since 2019, the number of crashes per year has decreased.

Crash severity is summarized in **Table 6**. More than 70% of crashes resulted in no injuries. The two most severe crashes occurred at business access driveways with limited sight distance from the driveway. No fatal crashes occurred between 2018 and 2022.

Table 6. Crash Severity, 2018-2022

Crash Severity	Number of Crashes					
	2018	2019	2020	2021	2022	Total
Fatal Crashes	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)
Suspected Serious Injury	1 (4%)	0 (0%)	0 (0%)	1 (5%)	0 (0%)	**2 (2%)**
Suspected Minor Injury	2 (8%)	4 (9%)	2 (7%)	6 (27%)	3 (14%)	**17 (12%)**
Possible injury	4 (15%)	6 (14%)	2 (7%)	4 (18%)	4 (19%)	**20 (14%)**
No injury/PDO	19 (73%)	34 (77%)	24 (86%)	11 (50%)	14 (67%)	**102 (72%)**
Total	**26 (100%)**	**44 (100%)**	**28 (100%)**	**22 (100%)**	**21 (100%)**	**141 (100%)**

Additional Crash Details

Single-vehicle crashes were the most prominent manner of collision (64%). For multiple-vehicle crashes, angle crashes were the most frequent manner of collision. Angle crashes typically occur at intersections.

Collisions with animals, both domestic and wild, were the most frequent harmful events (50%), of total harmful event crashes. Animal-involved crashes occurred throughout the corrido. Three (3) crashes involving pedestrians occurred between 2018 and 2022. One resulted in a minor injury near the intersection of US-89 and 3000 South. Another pedestrian crash resulted in a possible injury at the intersection of US-89 and 2400 South. No bicycle-involved crashes were reported during the study period.

Figure 4 shows crash density along the corridor, overlayed with serious injury crashes and pedestrian-involved crashes. The most crashes occurred at the intersection of US-89 and 3450 South and 3000 South, while the two most serious crashes occurred by The Rusted Spoon and at Mace Street, just south of the Perry's northern boundary.

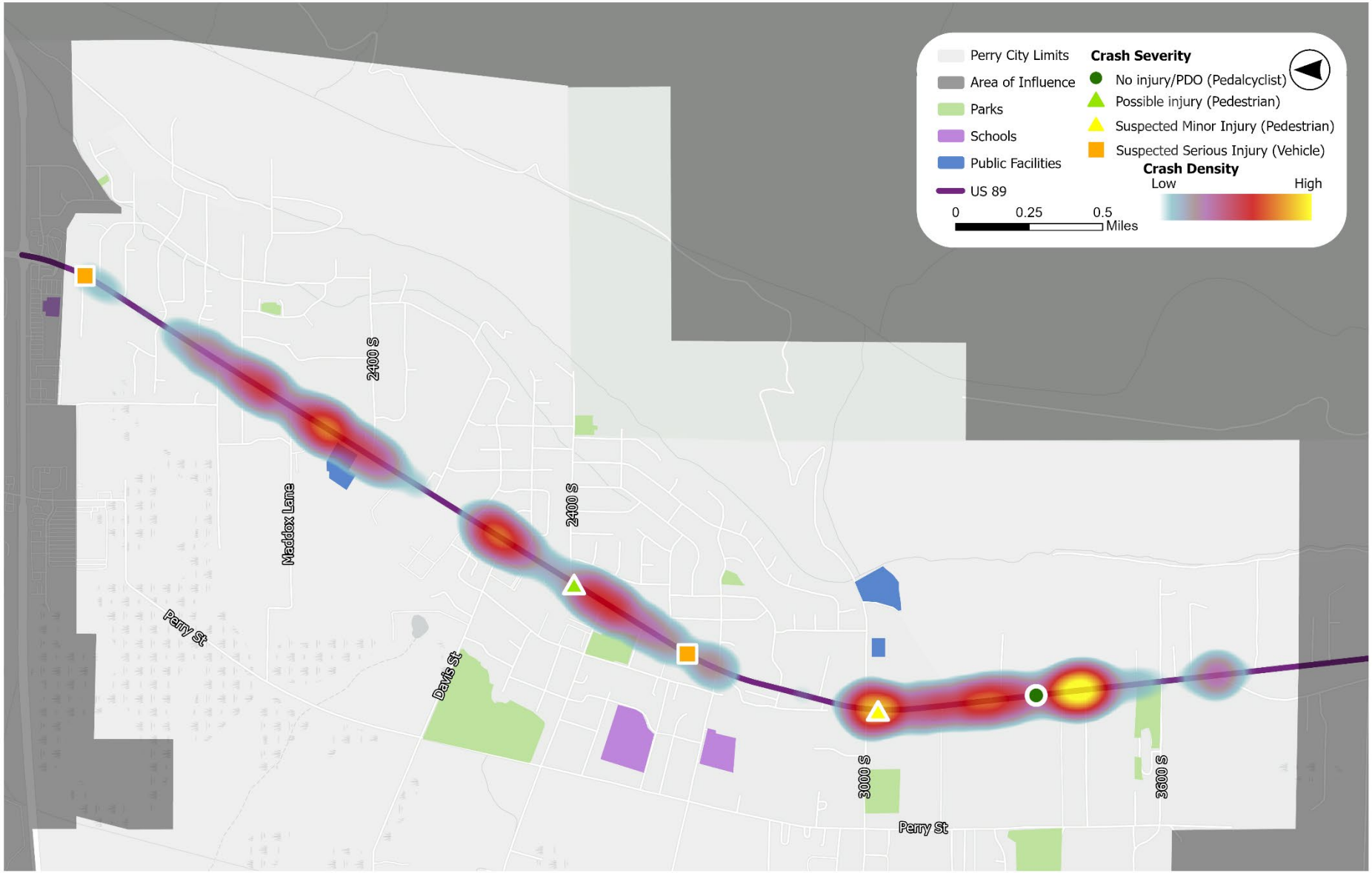


Figure 4. Crash Density (2018-2022)

Intersections / Traffic Control

There are 26 unsignalized and no (0) signalized intersections along the corridor. **Table 7** summarizes which intersections have 3 or 4 legs. Most unsignalized intersections are three-legged intersections.

Table 7. Intersection Summary

Control Type	# Legs	Cross Streets
Unsignalized Intersection *Stop-control in minor intersecting street*	3	Mace Street 1452 South 1500 South Hill Haven Drive 1700 South, Maddox Lane 1750 South Davis Street 2300 South 2400 South 2450 South 2540 South 2600 South 2610 South 1000 West (North Leg) 2820 South 3400 South 2450 South Hargis Hill Road
Unsignalized Intersection *Stop-control in minor intersecting street*	4	1550 South 2000 South 2200 South/2235 South 2700 South 2820 South 2875 S 3000 South, KOA Road/3600 South

Access Management

Table 8 summarizes access management (driveways/intersections) within the corridor limits. There are approximately 110 driveway accesses, an average of 32.1 accesses per mile.

The most common type of access is an access to a private residence. All accesses are considered full access that allow left turns in and out of the parcel or intersecting street.

Table 8. Access Management Summary

Type	# of Access points	Density (Access/Mile)
Intersection	26	7.6
Commercial	33	9.6
Residential	51	14.9
Total	**110**	**32.1**

Sidewalks

Sidewalks are discontinuous throughout the corridor, with continuous segments generally located on the northern section of the corridor. The southern portion of the corridor has several segments/sections with sidewalk gaps.

Active Transportation

There are no existing or proposed active transportation facilities on US-89. However, the city's General Plan shows planned facilities that will connect to US-89.

Transit

Utah Transit Authority (UTA) bus route 630 services US-89 and runs between Brigham City and Ogden Central Station. Within the study area, the route operates on weekdays between 4:50 AM and 10:25 PM on 30 to 80-minute headways during the peak period and 60 to 110-minute headways during off-peak periods. On Saturdays, the route operates from 8:25 AM to 8:30 PM on 60-minute headways. There is no bus service on Sunday. There are 10 bus stop pairs within the study area.



Segments of the corridor do not have sidewalks



Segments of the corridor have sidewalks and designated bus stops

3. Land Use Characteristics

This section summarizes existing and proposed land uses along US-89, informing an understanding of the structure and relationships between land uses.

EXISTING LAND USE

Figure 5 shows general land-uses of parcels located within 1/3 mile of US-89. From the border with City of Willard, north to 3000 South, land uses are primarily agricultural and rural residential. North of 3000 South, the character changes to small commercial, rural residential, and vacant sites, with single-family subdivisions and agricultural uses located behind. Most commercial properties are agricultural/light industrial or small professional buildings. Pockets of multifamily residential housing (townhomes/four-plex apartments) are scattered along the northern part of the corridor, generally located adjacent to US-89. While a greater portion of US-89 north of 3000 South is built-out, a significant number of developable vacant or underutilized properties remain, offering greater flexibility in future land use.

Environmental Conditions

There are no known negative environmental conditions known along US-89. The typical slope between US-89 and the foothills is 10-percent, while slopes on the west side of US-89 flatten out as they approach Willard Bay. Most land within the city has good drainage, except the western reaches along I-15, where the land is relatively flat and contains wetland areas. Threemile Creek is a natural stream that runs through Perry and has been mostly diverted to canals for irrigation use.

Planned Development

Developments currently under construction are primarily residential, with most being infill townhomes. Some single-family residential construction is also underway. New commercial development in Perry is anticipated at Perry Pointe, near the Brigham City border to the north.

Activity Centers

Activity centers represent a concentration of commercial, recreational, or civic uses. The US-89 corridor has two notable activity centers within Perry - the most developed is the commercial area that includes Maddox Ranch House, City Hall, and a movie theater; and the second surrounds Perry Park, which includes the Heritage Theater and a few small businesses. Other activity centers are dispersed and usually associated with an individual business, such as a restaurant or fruit vendor.

FUTURE LAND USE AND ZONING

The *Perry City General Plan (2019)* identifies future land uses (see **Figure 6**). The General Plan designates a 250-ft buffer on each side of most of US-89 as Neighborhood Commercial, intended to provide small-scale retail. While residential uses are also envisioned within this buffer, the plan is not specific as to locations form. The plan indicates that most of the land behind the Neighborhood Commercial buffer is expected to develop as residential. During the general plan's creation, public sentiment promoted the introduction of a wider range of housing types, including townhomes.

The *Perry City Zoning Map* (**Figure 7**) provides detail about anticipated residential densities. From the Willard border to 3000 South, residential properties are primarily zoned as Rural Residential, with densities up to one unit per half-acre and some 1/3-acre lot single-family subdivisions as well. North of 3000 South, properties are predominately zoned as 1/4-acre single-family housing. Perry City allows controlled/limited multifamily housing in all residential zones based on a predetermined number of units per "district."

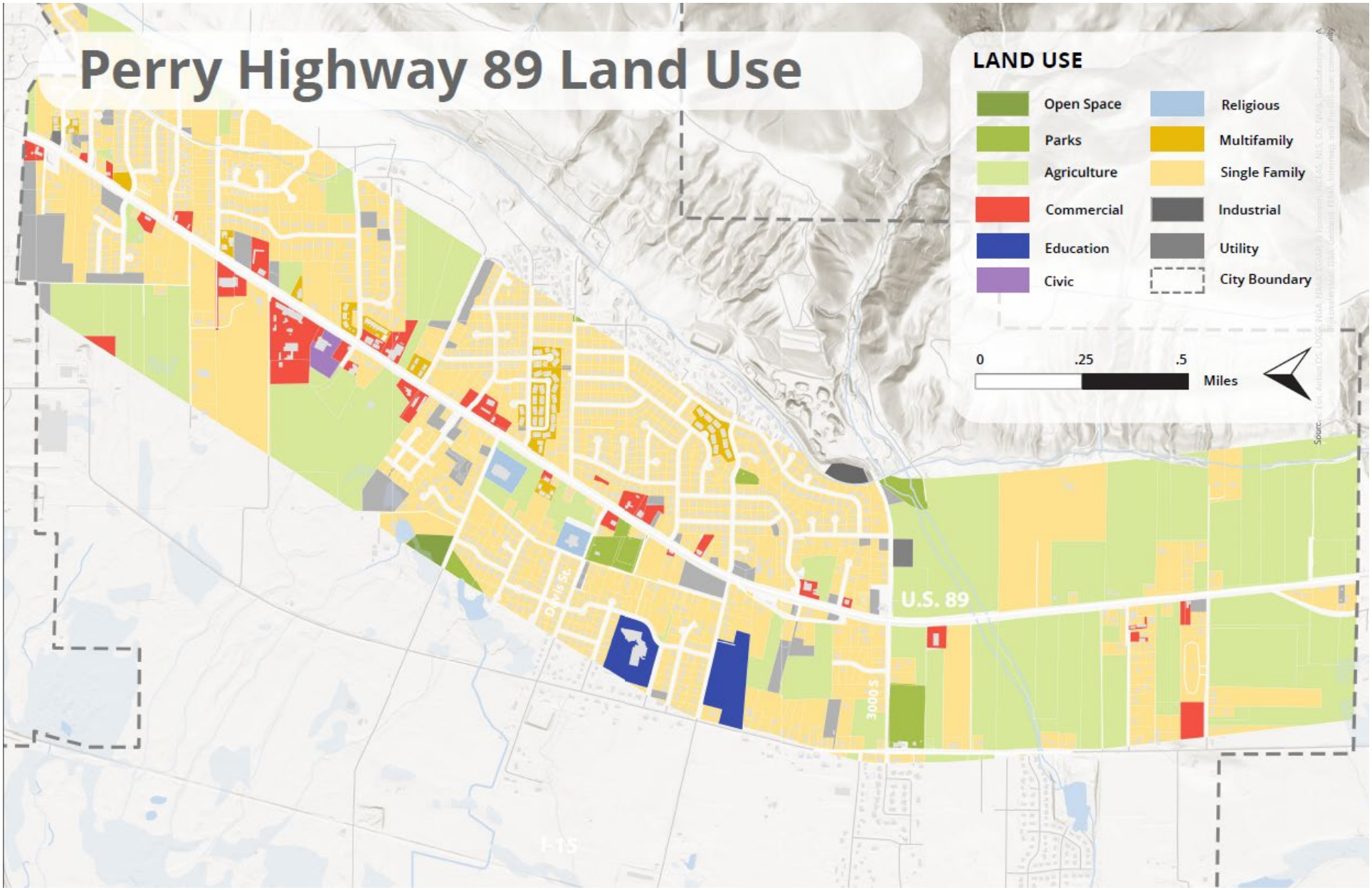


Figure 5. Existing Land Uses

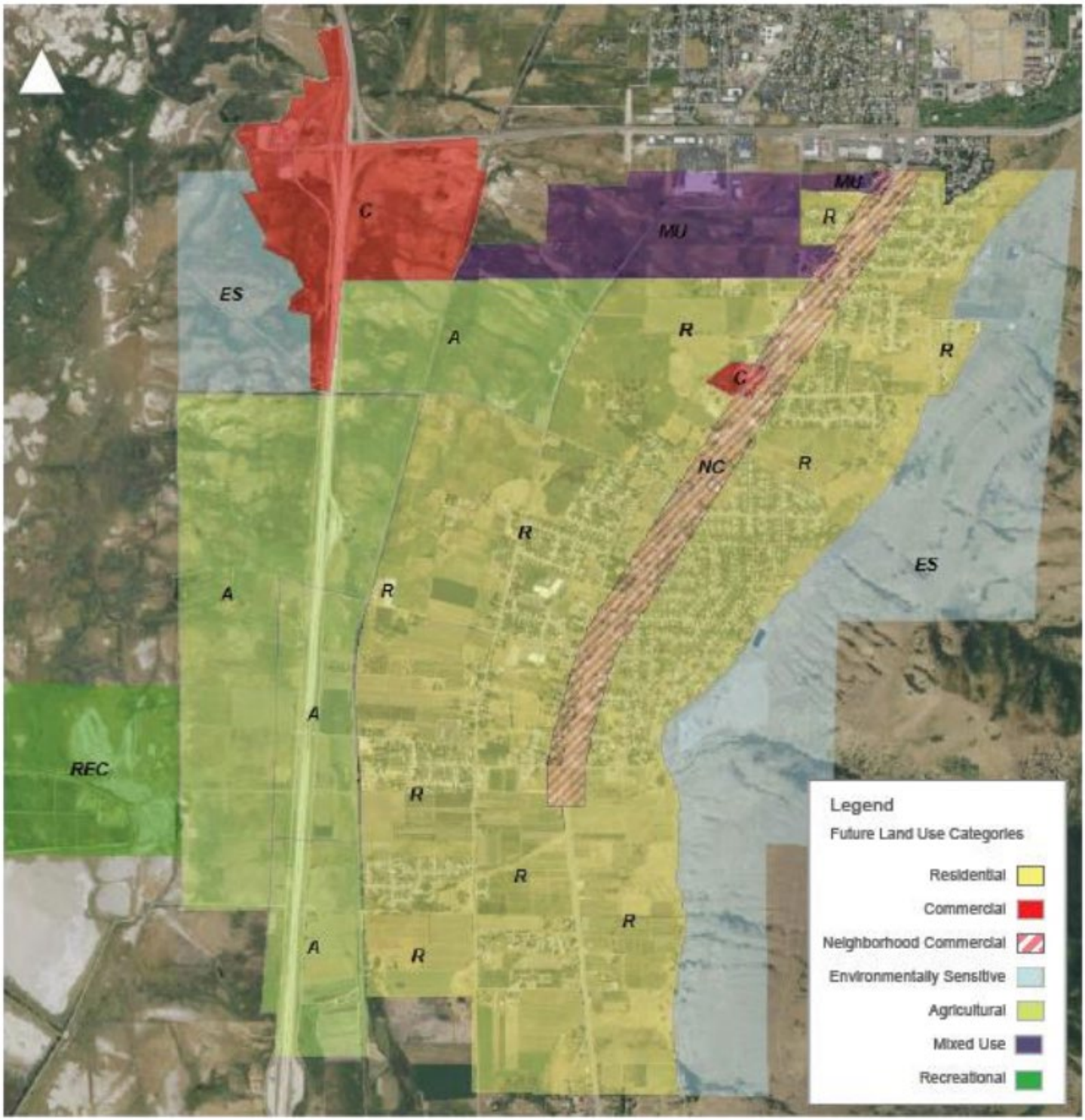


Figure 6. Future Land Use from *Perry City General Plan 2019*

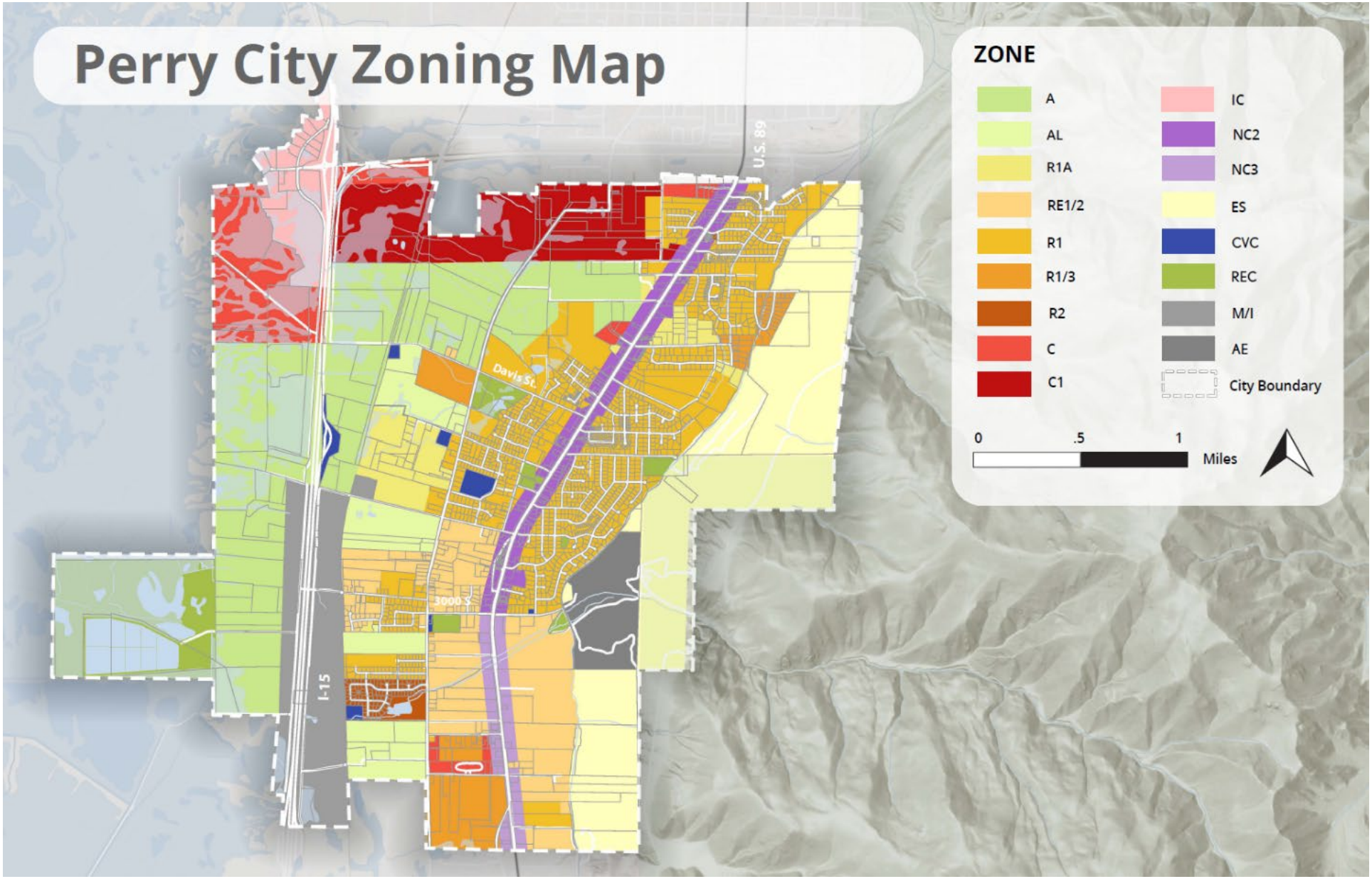


Figure 7. Perry City Zoning Map

URBAN DESIGN ANALYSIS

Urban design is the shaping of public space. This public space includes parks and sidewalks, as well as elements that engage a broader public experience. The corridor's existing urban design characteristics includes destinations, gateways, landmarks, public and quasi-public spaces, and heritage elements—which in most cases are orchards along the corridor.

For this analysis, quasi-public spaces are spaces that are not explicitly designed as public space and, in many cases, are privately owned, but can and/or do facilitate community mingling or gathering, such as areas in front of schools, restaurants, and other destinations.

Urban design features and activity centers in the corridor are illustrated in **Figure 8.**

The following are the key takeaways from the urban design analysis.

Series of gateways: There are two gateways to the corridor that acknowledge entry into Perry City limits, at both ends of the corridor. However, other places along the corridor serve as gateways into the community which are 3000 South in the south and 1700 South in the north. These gateways could be useful to establish different envisioned character segments of the corridor.

Activity clusters: There are two main clusters of activity in Perry along the US-89 corridor. The first is centered around Maddox Ranch House and Perry City Hall. This activity center is linear in nature, along US-89. The second cluster is centered around Perry Park, and includes Heritage Theatre and Perry Ice. This cluster encompasses more of the community, and a network of parallel streets and cross streets.

Key landmarks: There are three key landmarks along the US-89 corridor in Perry. In the north, the Maddox Ranch House sign is a memorable commercial landmark. In the middle of the corridor is the Heritage Theatre, a 133-year-old building that originally served as the Perry Ward of the Church of Jesus Christ of Latter-day Saints. At the southern end of the corridor are fruit stands amid orchards which stand out within the orchards of the open southern segment of the corridor.

Lack of public spaces: Perry Park represents the central public space within the corridor.

Sidewalks matter: Sidewalks are also a form of public space. As such, the presence and quality of the roadside pedestrian environments along the corridor is significant to the urban design. Currently, the sidewalks along the corridor are minimal and do not provide much of a public space benefit, but in the future the pedestrian realm could be an important component of community space along certain segments of the corridor.

Park potential: Perry Park is one of the two identified activity centers in Perry. The park's size, peaceful and aesthetic nature, centrality in the community and accessibility has the potential to be the centerpiece of a Perry town center. It is in a part of the community where streets are well connected.

Street Relationship to Land Use

The relationship between US-89 and land uses along the street are illustrated in

Figure 9 and

Figure 10 at the two identified activity centers along the corridor.

At the first location,

Figure 9, Maddox Ranch House is on the west side and new townhomes on the east side.

At the second location,

Figure 10**,** is Perry Park on the west side and Heritage Theatre on the east side.



Figure 8. Destinations and Activity Centers

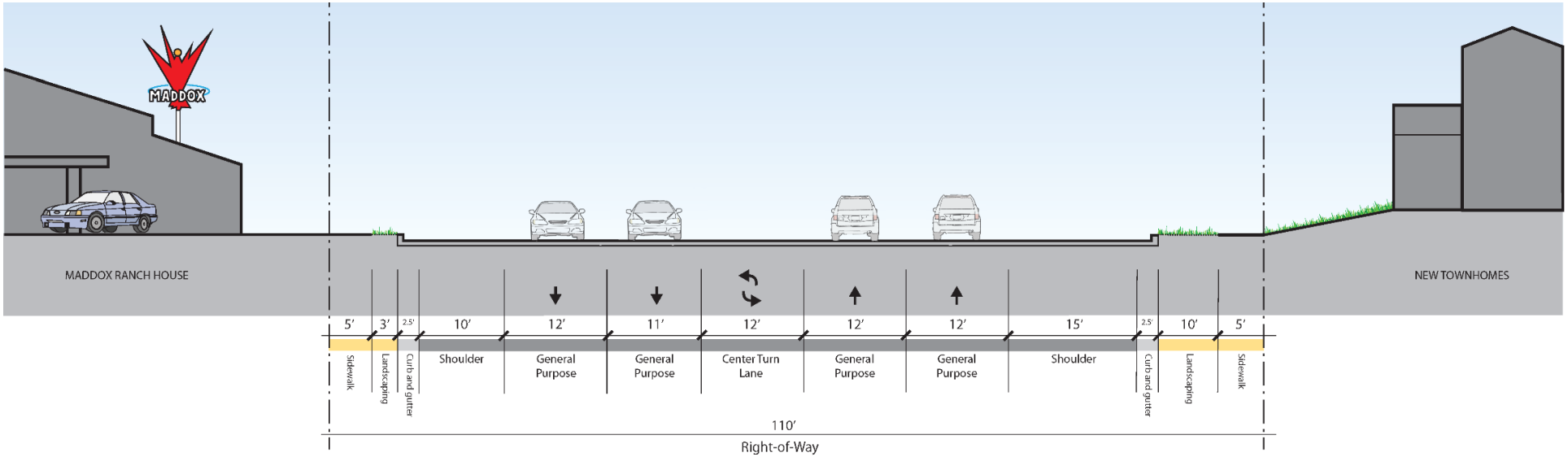


Figure 9. US-89, Cross-Section at Maddox Ranch House, Viewing North

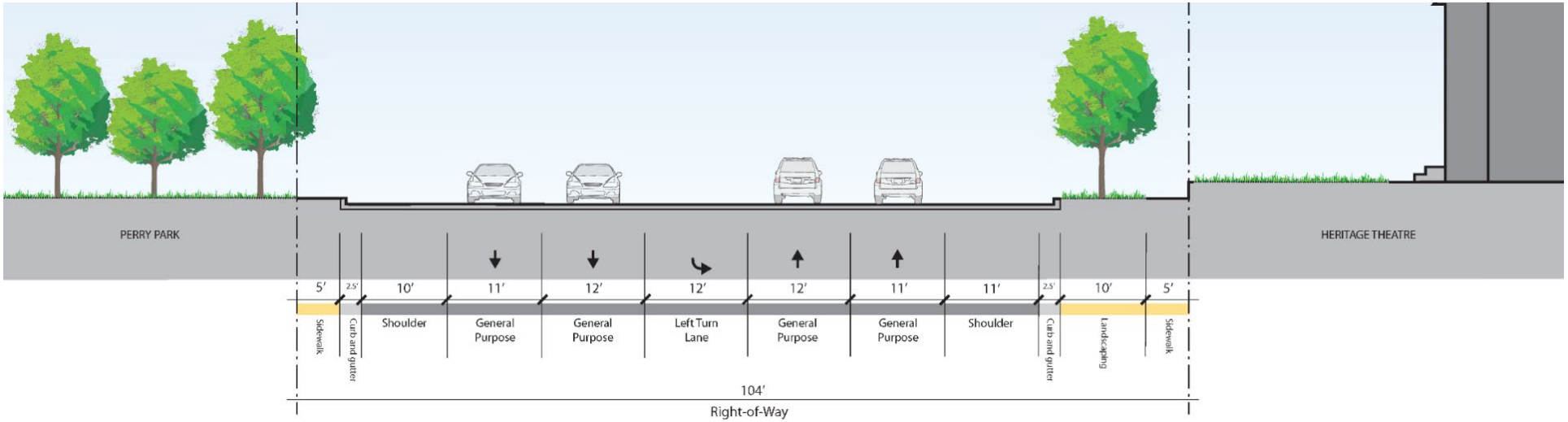


Figure 10. US-89, Cross-Section at Perry Park, Viewing North

4. Corridor Vision and Goals

A corridor vision and goals were prepared based on individual in-depth conversations with Perry City and the Utah Department of Transportation (UDOT). These conversations explored the perspective of each stakeholder on corridor, needs, assets, challenges, and key goals for the corridor. Based on these conversations, the team identified 11 key topics of interest:

- Regional corridor function
- Traffic safety
- Crossing the corridor
- Community places / “town center”
- Land use change and/or evolution
- Network connectivity/redundancy
- Access management
- Speed management
- Preservation/celebration of heritage
- Accommodating all users
- Appropriate traffic control

Using these topics as the framework, the committee provided feedback on the importance of each topic and what means to achieve it on the US-89 corridor in Perry. Results are illustrated in **Figure 11**.



Corridor Tour and Workshop, December 2023

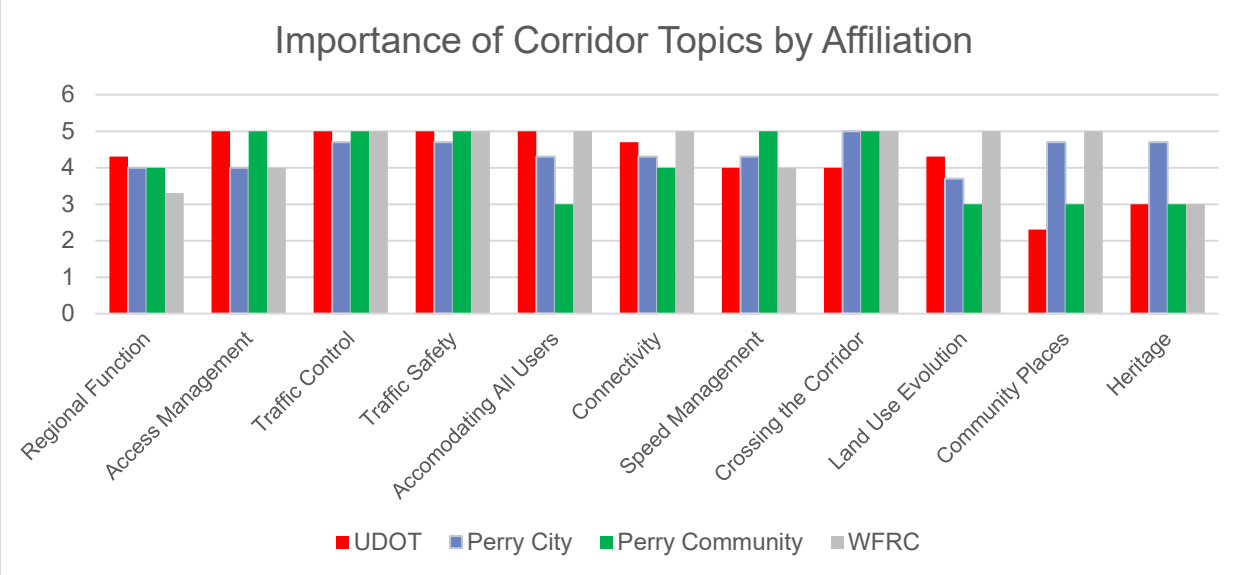


Figure 11. Steering Committee Input to Corridor Priorities

Results illustrated in **Figure 11** show how each stakeholder group, on average, rated the importance of each topic. Key findings from the ratings are:

- All stakeholder groups rated all topics as important. Only UDOT's rating of community places was below a "3" (moderately important). Most ratings were "4" (quite important) or "5" (extremely important).
- All stakeholders placed high importance on "nuts and bolts" topics: traffic control, traffic safety, connectivity, speed management, access management, and even crossing the corridor.
- Preserving regional function of the highway was emphasized by UDOT, and is the most important to UDOT; however, the average rating for this topic fell within a window of 3.3 to 4.3 - important but not the most extremely important.
- Stakeholders gave the largest range of answers about community-focused topics: land use evolution, community places and heritage.

Stakeholders also provided open-ended feedback on what each of these topics means. Three over-arching goals emerged from the stakeholder feedback, each with several important sub-goals:

1. Refine the US-89 highway experience in Perry for safety and context
2. Build community alongside Perry's most important corridor
3. Preserve the regional function of the US 89 highway

The goals require trade-offs and are designed to distill and clarify the conflicting perspectives of stakeholders. In addition, the goals are interrelated, and the Master Plan requires solutions that achieve many of these goals simultaneously. Goals will be used throughout the planning process to analyze existing conditions, develop improvements scenarios, and evaluate solutions.

Goal 1. Refine the US-89 highway experience in Perry for safety and context

a. Provide an environment where a broad range of users can feel safe and welcome
b. Plan driveway/roadway locations to increase predictability, visibility, and safety
c. Manage traffic speed in a way that is respective to the corridor's various contexts
d. Define future traffic control to serve the community and the broader network

Goal 2: Build community alongside Perry's most important corridor

a. Preserve and celebrate Perry's heritage and cultural landmarks
b. Shape a connected street and pathway network that safely links to the highway and serves local trips off the highway for all modes
c. Create safe pedestrian crossings at strategic locations that connect the community across the highway
d. Nurture livable residential neighborhoods and successful business districts
e. Foster places for community activity and gathering

Goal 3: Preserve the regional function of US-89

a. Maintain and enhance regional connectivity
b. Address the needs of users from outside the community
c. Preserve US-89 as an emergency / alternative route to I-15
d. Allow reasonable speeds for intraregional vehicular traffic

COMMUNITY INPUT ON CORRIDOR VISION AND GOALS

The public was asked to provide input in current conditions, needs, and draft project goals at the first round of public engagement, held in December 2023. The engagement included an online survey, asking residents how they currently use US-89, and what improvements they would like to see along the corridor. The survey was open from mid-December to early January and received 218 responses. A detailed survey summary is attached in **Appendix C.**

A public open house was held at Perry City Hall on Tuesday, January 30, 2024. An estimated 80 members of the public attended. Attendees learned about the project, discussed the corridor vision and goals, and provided location-specific feedback and improvement recommendations.

Based on public feedback, the most desired corridor improvements are:

- A new traffic signal
- Turn lane improvements
- Lower speed limits
- Wider sidewalks

Multiple residents indicated that the 2700 South intersection needs improvements due to visibility and difficulties merging onto US-89.



Public meeting at Perry City Hall

5. Corridor Concepts

Three concept alternatives were prepared that achieve project goals and respond to public and stakeholder feedback. Each concept proposes different elements pertaining to speed limits, active transportation infrastructure, and traffic signals. Each concept includes corridor wide improvements and emphasizes the two activity centers around City Hall and at Perry Park.

GENERAL IMPROVEMENTS

The following improvements are proposed for all three concepts.

- Extension of 2000 South, extending northward to connect to 775 West (Commerce Way) at 1500 South near Walmart.
- A new street connection that connects to US-89 south of City Hall town center, and extends northwest to connect to Maddox Lane

Additionally, each alternative maintains the current 50 mph speed limit south of the 3000 South intersection.

CONCEPT 1 – CITY HALL TOWN CENTER

Figure 12 illustrates Concept 1 corridor-wide improvements, showing different speed limit sections, the location of potential traffic signals, and active transportation infrastructure.

Concept 1 includes a new shared use path along US-89 from Maddox Lane to 3000 South.

On the north and south ends of the corridor, a bikeable 8-ft shoulder is proposed.

New crossings of US-89 are proposed to provide access to recreation areas along the foothills.

Over the long-term, the concept includes a new road on the city's east side. The facility would include bicycle facilities parallel to US-89 to establish connectivity east of US-89 and create additional access points into neighborhoods.

Figure 13 illustrates corridor land use vision for Concept 1. A Town Center is envisioned behind Perry City Hall. The extension of 2000 South would serve as "Main Street" for Perry, with mixed-use retail and residential development fronting the street and forming a new center for the community with local service and retail businesses and restaurants.

A park or plaza is envisioned directly adjacent to City Hall () as a community gathering space for events, farmers markets, and other activities, serving as a catalyst for the other surrounding activity. 2000 is envisioned to be extend to 1500 North and tie into 775 West (Commerce Way). Beyond the town center, multifamily residential serves as a buffer between commercial and single-family residential neighborhoods. Existing uses and community favorites on US-89 are expected to remain, with improvements to the intersection at 2000 South serving as a key gateway to the town center.

At Perry Park, Concept 1 envisions a grade separated crossing, preferably a tunnel, from the Heritage Theater into Perry Park. The shared use path continues along Perry Park and a new small plaza at the landing point on the west side of the grade separated crossing welcomes visitors into the park (**Figure 15**).

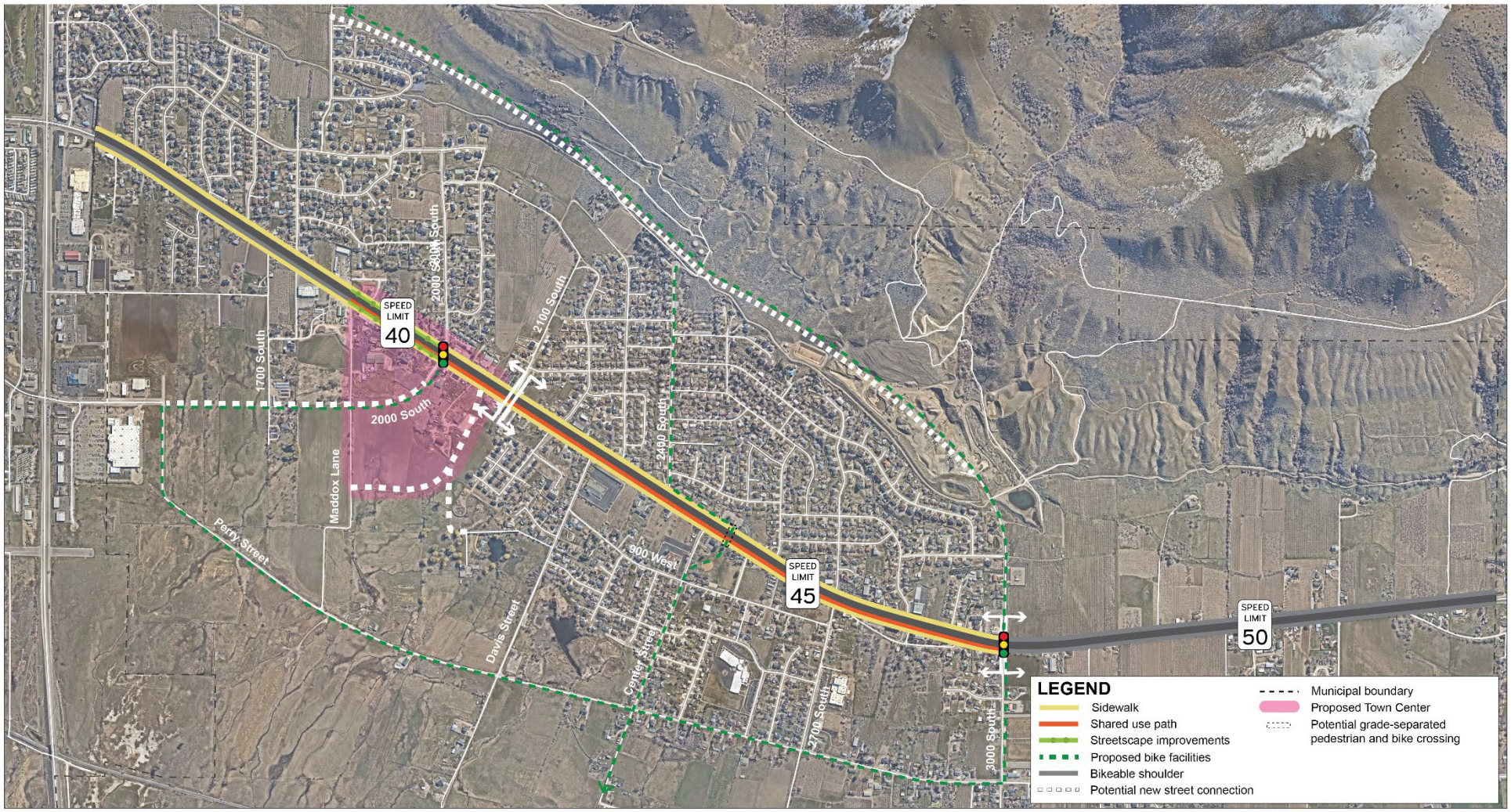


Figure 12. Concept 1 Corridor-wide elements

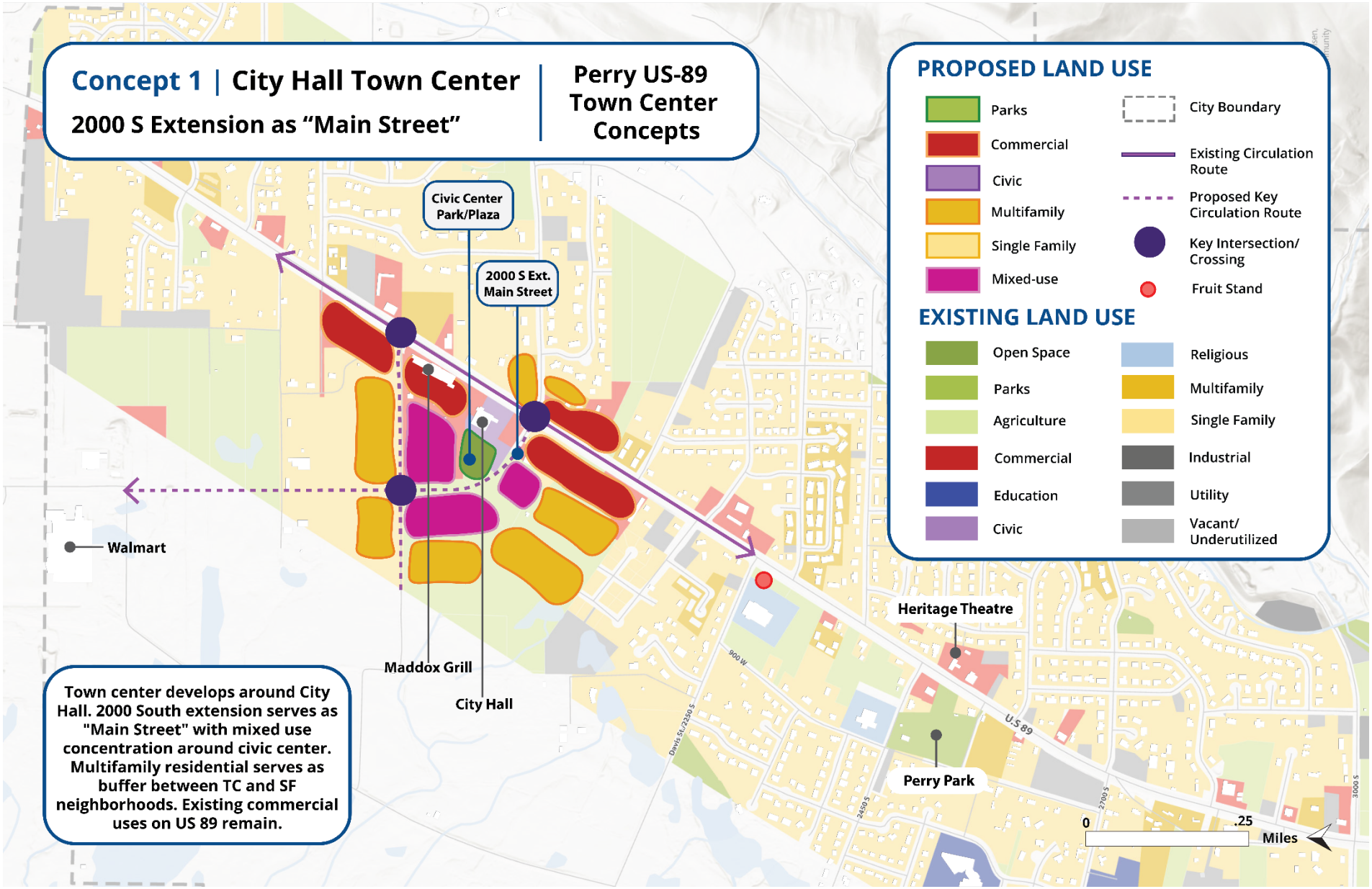
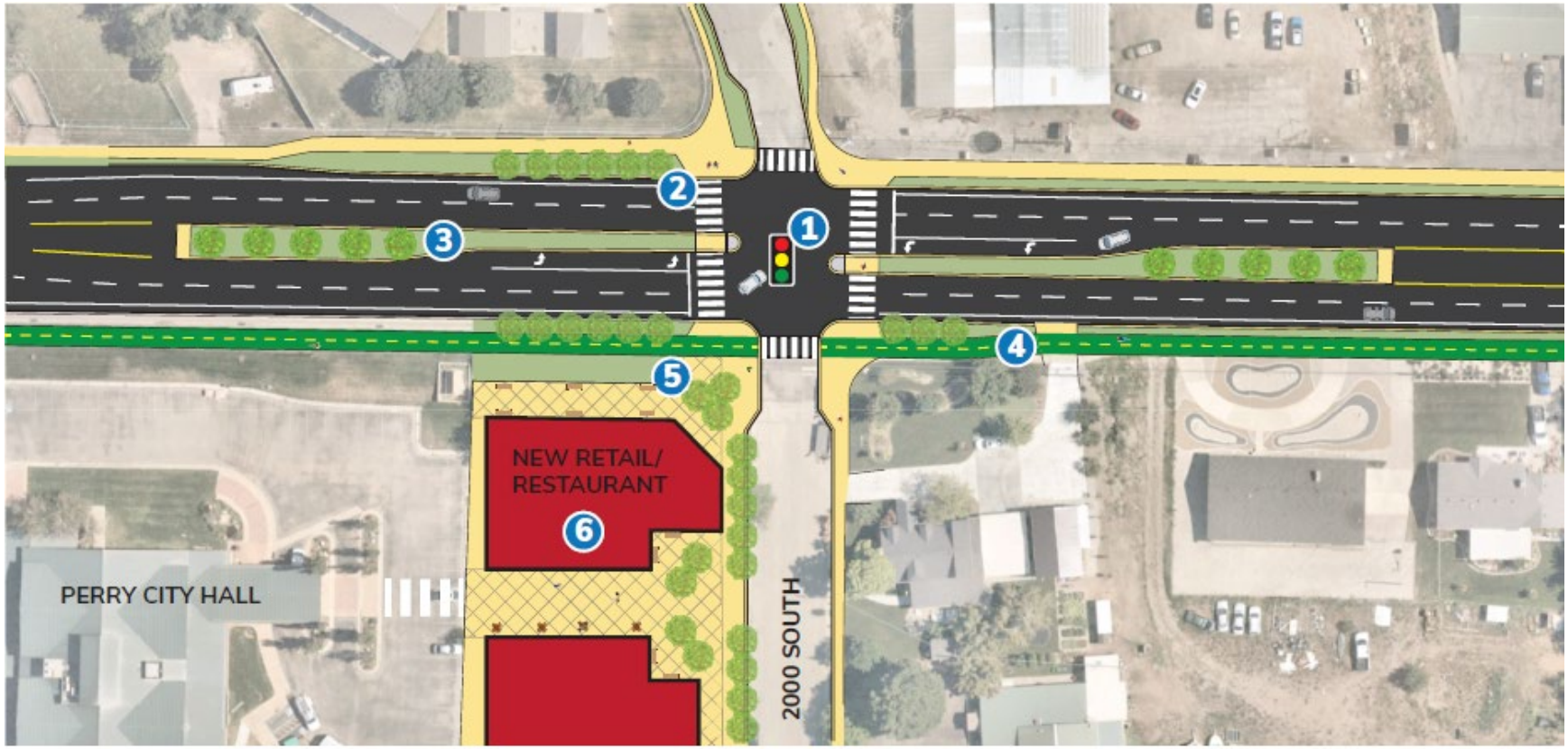
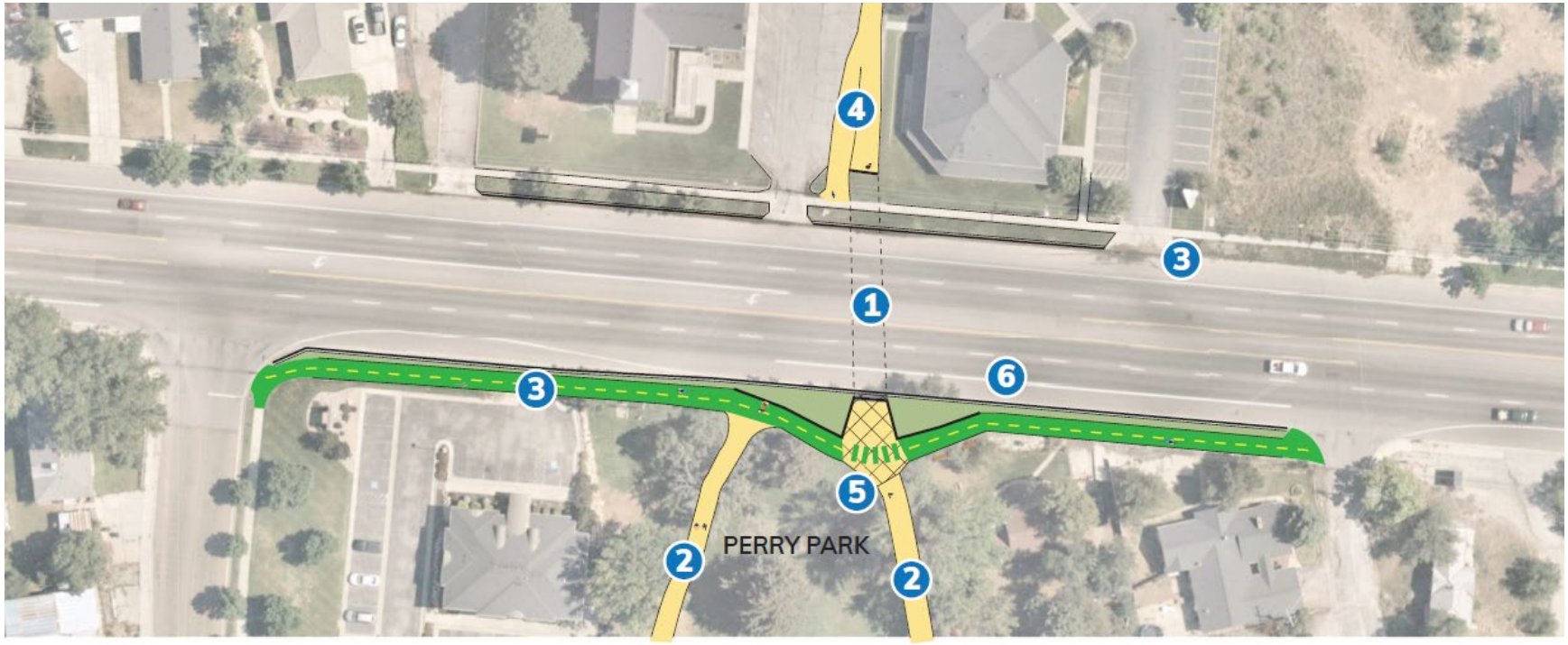


Figure 13. Concept 1 Land Use



1. **Signalized intersection** at 2000 South provides access to Town Center and opportunities for crossing for all modes.
2. **Pedestrian-oriented intersection design** includes curb extensions on 2000 South, smaller curb radii, and removal of right-turn lane.
3. **Planted median** manages access at the intersection, provides place for trees and landscape, slows traffic approaching 2000 South crossing and Town Center and provides place for pedestrian refuge.
4. **Multi-use path** on west side of US 89 from 3000 South to 1750 South provides quality pedestrian/bike facility for the corridor and connects Perry's two activity centers.
5. **Enhanced streetscape** for limited area around 2000 South Town Center includes widened sidewalks, street trees, corner plazas, pedestrian-scale lighting, and wayfinding signs.
6. **Walkable Town Center infill development** oriented to 2000 South but visible from US 89 and linked to City Hall. Can include retail/restaurant, community gathering space, and link to City Hall.

Figure 14. Concept 1 Town Center at 2000 South



1. **Grade separated crossing to Perry Park** for easy and safe non-vehicular access for residents on east side of US 89. This could be a tunnel or bridge.
2. **New Park pathways** to encourage pedestrian activity, increased park access, and continue pedestrian connectivity to and from the tunnel under US 89.
3. **Multi-use path** that allows for transportation and recreational use for walking, biking, running, and other active modes. It also connects the town to the Town Center at 2000 South.
4. **Landing on the east side** provides an accessible entrance to the grade-separated crossing. Ideally, this is eventually directly connected through the block to 700 West.
5. **Park welcome** creates a landing point on the west side of the tunnel with amenities such as maps, signage, lighting, and seating, and can help build an identity for the park.
6. **Maintenance of lanes and shoulder in Park area** for limited impact to vehicle traffic and access.

Figure 15. Concept 1 Perry Park Access

CONCEPT 2 – 900 WEST MAIN STREET

Concept 2 corridor-wide improvements are illustrated in Figure 16. Concept 2 reduces the posted speed limit to 45 mph north of 3000 South while maintaining a 50 mph speed limit south of 3000 South. A new traffic signal is proposed at 2000 South.

Concept 2 envisions two town center areas, one around City Hall and the other at Perry Park (

Figure 17). In this concept, 900 West would serve as Perry's "Main Street" and could be extended to make an active transportation connection between the two town center areas.

A mix of commercial and multifamily residential uses would be clustered in each center, with a park/plaza at City Hall and Perry Park serving as focal points for community gathering.

The extension of 2000 South to connect to 775 West (Commerce Way) would improve neighborhood connectivity and connect to Brigham City. A new bicycle and pedestrian connection to 900 West would be established.

Uses along US-89 are expected to remain the same or follow similar patterns as experienced in recent years.

900 West would be further developed to serve as the primary active transportation corridor, due to slower speeds and smaller scale environment. Additional bicycle facilities on the west side of Perry connect to 900 West as well as a connection through Perry Park and across US-89 at a pedestrian activated signal to improve access to recreation areas on Perry's east side (displayed in **Figure 16**).

At City Hall, active uses are oriented towards 2000 South and are buffered from US-89 (**Figure 18**). Gateway streetscape elements at 2000 South welcome Perry residents and visitors and celebrate the community's heritage. Limited driveway access along the corridor maintains continuous traffic flow and fewer conflict points

At Perry Park (

Figure 19), a new at-grade crossing with a pedestrian activated signal connects east side residents to Perry Park. The staggered crossing breaks up the crossing into two segments, and only one direction of traffic stops at a time.

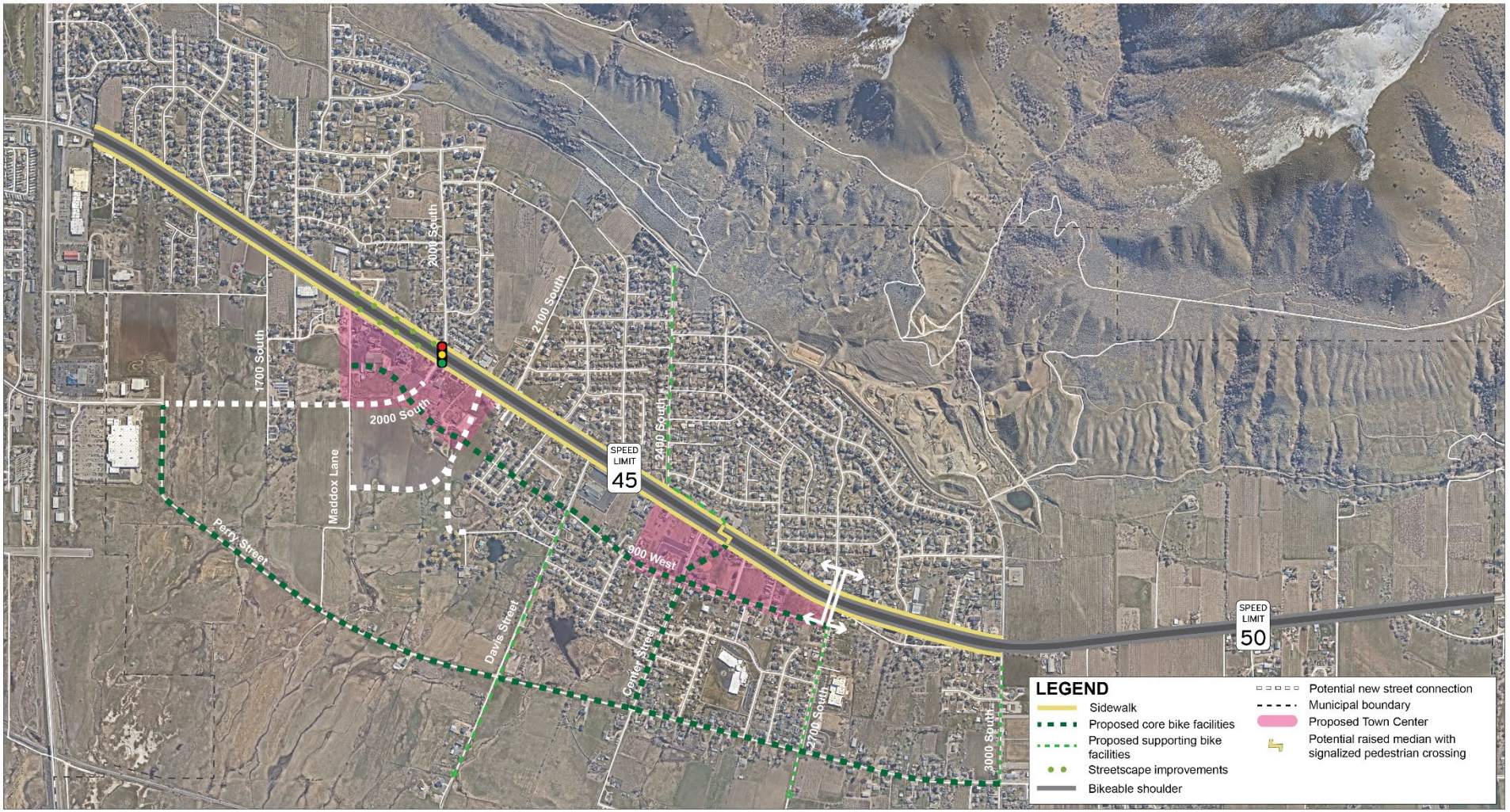


Figure 16. Concept 2 Corridor-wide Improvements

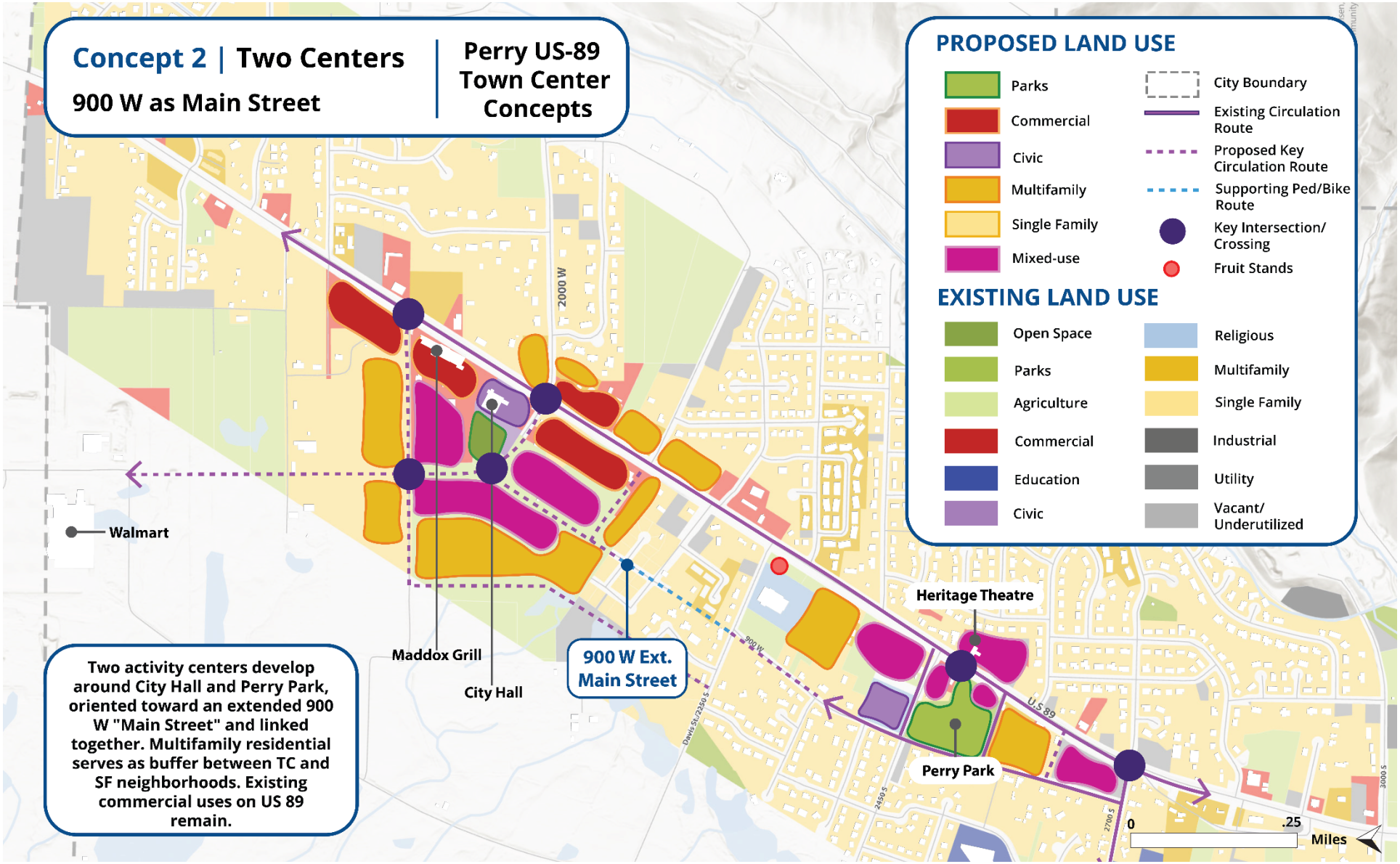
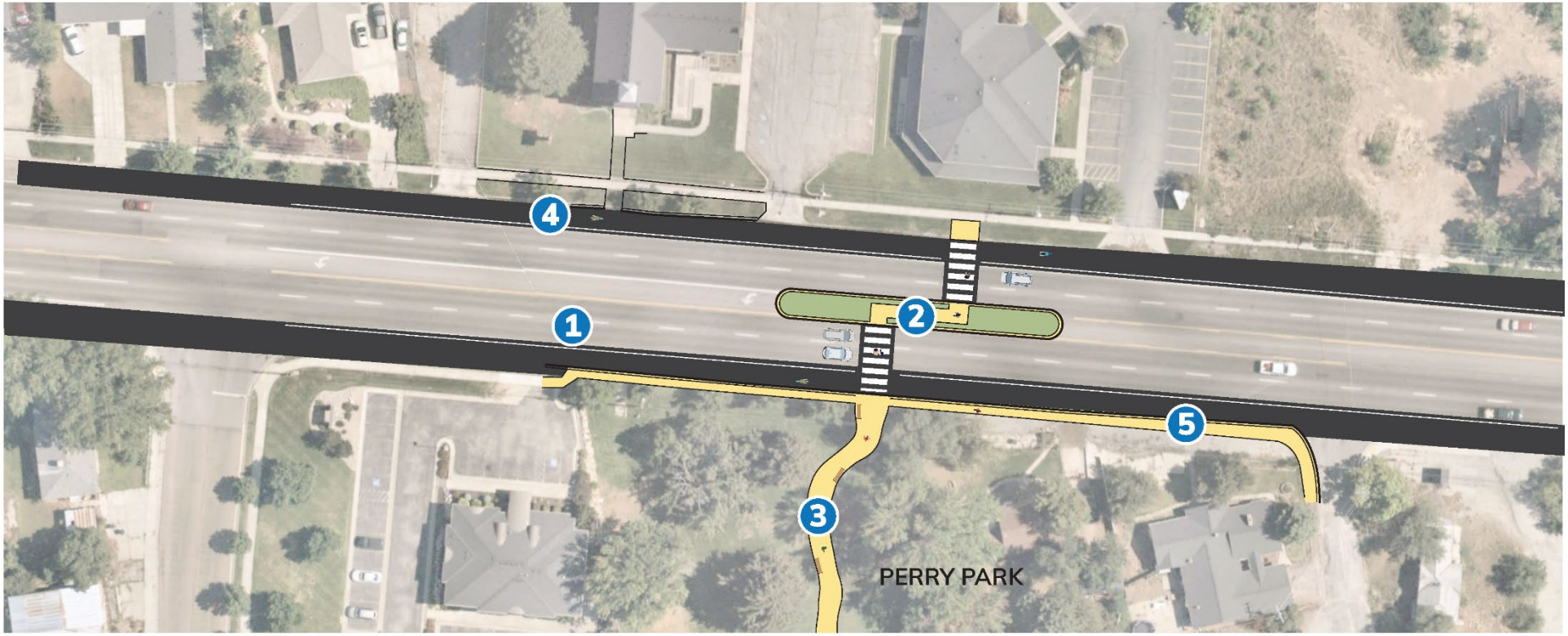


Figure 17. Concept 2 Land Use



1. **Maintenance of lanes and shoulder in 2000 South area** for limited impact to vehicle traffic and access.
2. **Signal at 2000 South** with single leg crossing provides safe access to City Hall and Town Center for all modes.
3. **Town Center focused on 900 West** accessed by extension of 2000 South meeting extension of 900 West; development along US-89 oriented to highway but buffered from sidewalk and has limited driveways on US-89.
4. **Manage access around the new signal** to funnel demand to new signal and increase safety for expected rise in use when 2000 South connects to 900 West.
5. **Bikeable shoulder** separated from vehicle lanes by a painted stripe.
6. **Gateway streetscape elements at 2000 South** projecting welcome to Perry and celebrating community heritage.

Figure 18. Concept 2 Town Center at 2000 South



1. **Maintenance of lanes and shoulder throughout most of corridor outside of 2000 South** for limited impact to vehicle traffic and access.
2. **Pedestrian-activated crossing** with raised median that stops traffic with a pedestrian-activated push button and includes a median refuge where crossing pedestrians face oncoming traffic.
3. **Pathway from Park crossing to 900 West "Main Street"** providing direct connectivity to the Town Center corridor via the park.
4. **Bikeable shoulder** separated from vehicle lanes by a painted stripe.
5. **Fill in sidewalk gaps** and standardize path widths to encourage walking.

Figure 19. Concept 2 Perry Park Access Improvements

CONCEPT 3 – LINEAR TOWN CENTER ON US-89

As a variation of the vision created by Perry's General Plan, Concept 3 envisions an extended town center along US-89, with infill mixed use development linking Maddox Lane to Perry Park.

Corridor improvements (**Figure 20**) in Concept 3 focus on a walkable, pedestrian-friendly experience on US-89 rather than side streets as the previous two concepts explore.

From the city's southern border to 3000 South, the speed limit remains at 50 mph, lowers to 45 mph between 3000 South and 2700 South, and lowers to 40 mph for the corridor's central section between 2700 South and Davis Street. At Davis Street, the speed limit increases and stays at 45 mph for the remainder of the US-89 corridor in Perry City.

A new raised bicycle lane on US-89 from Maddox Lane to 2700 South improves active transportation comfort and safety through the heart of the corridor, connecting the 2000 South area to Perry Park.

Figure 21 illustrates the land use envisioned for Concept 3. The land use largely aligns with Perry's General Plan, with mixed use, commercial, and multifamily residential uses located along US-89.

At 2000 South (

Figure 22) a new traffic signal improves vehicle access and provides a controlled pedestrian crossing.

As shown in the Concept 3 land use illustration (Figure 21), higher density housing is located along US-89. Using setbacks and an alley to access the townhomes from the rear allows for the creation of a more human-scale environment along US-89.

At Perry Park (**Figure 23**), Concept 3 proposes small commercial plaza at the entrance, providing local businesses such as Perry Ice a permanent location.

Concept 3 includes a local access lane adjacent to Perry Park and US-89 to provide short term parking, manage traffic accessing Perry Park, and prevent merging into faster highway traffic.

A planted median and pedestrian hybrid beacon provide a signaled crossing for pedestrians to access Perry Park.

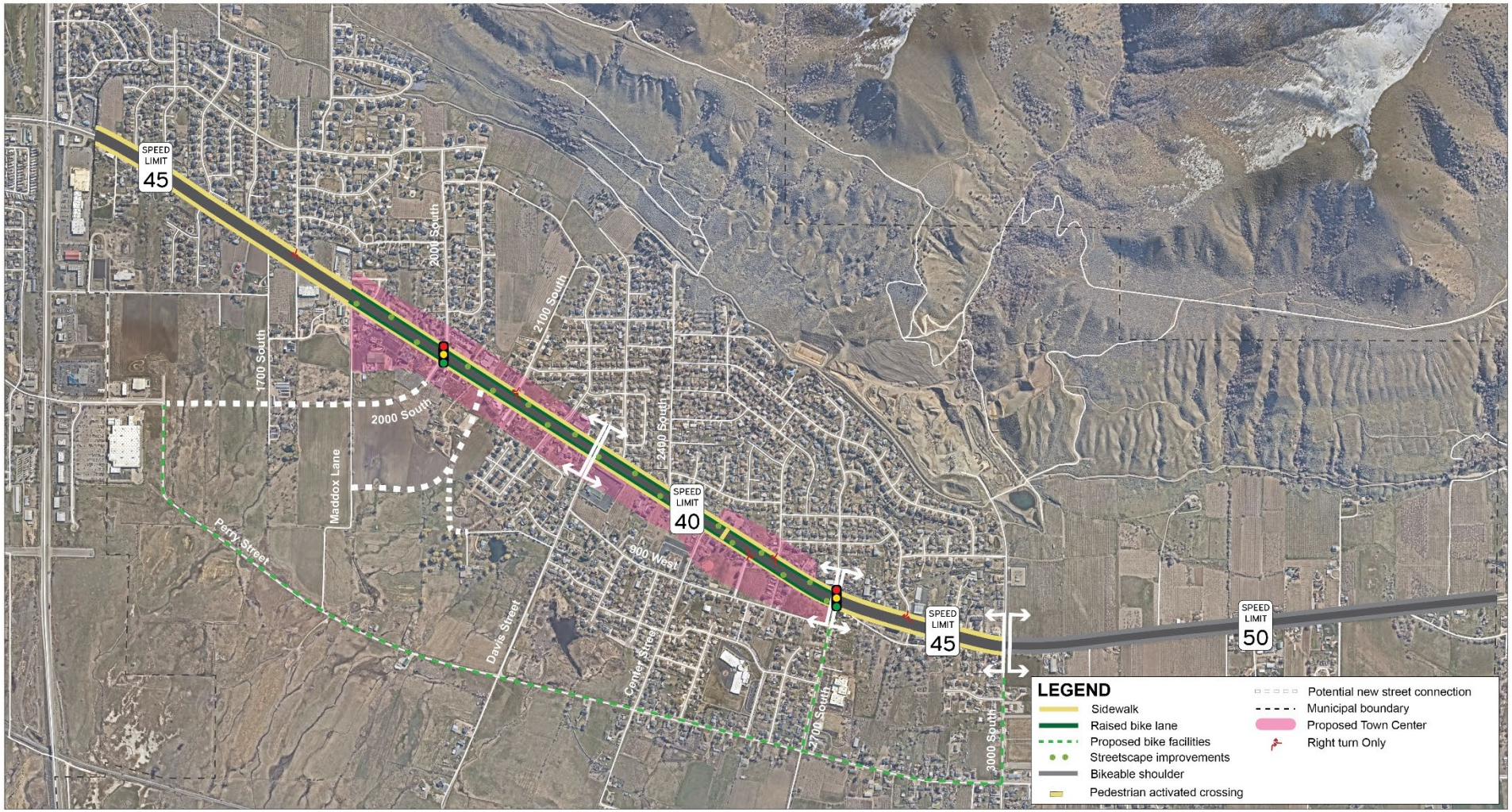


Figure 20. Concept 3 Corridor-wide Improvements

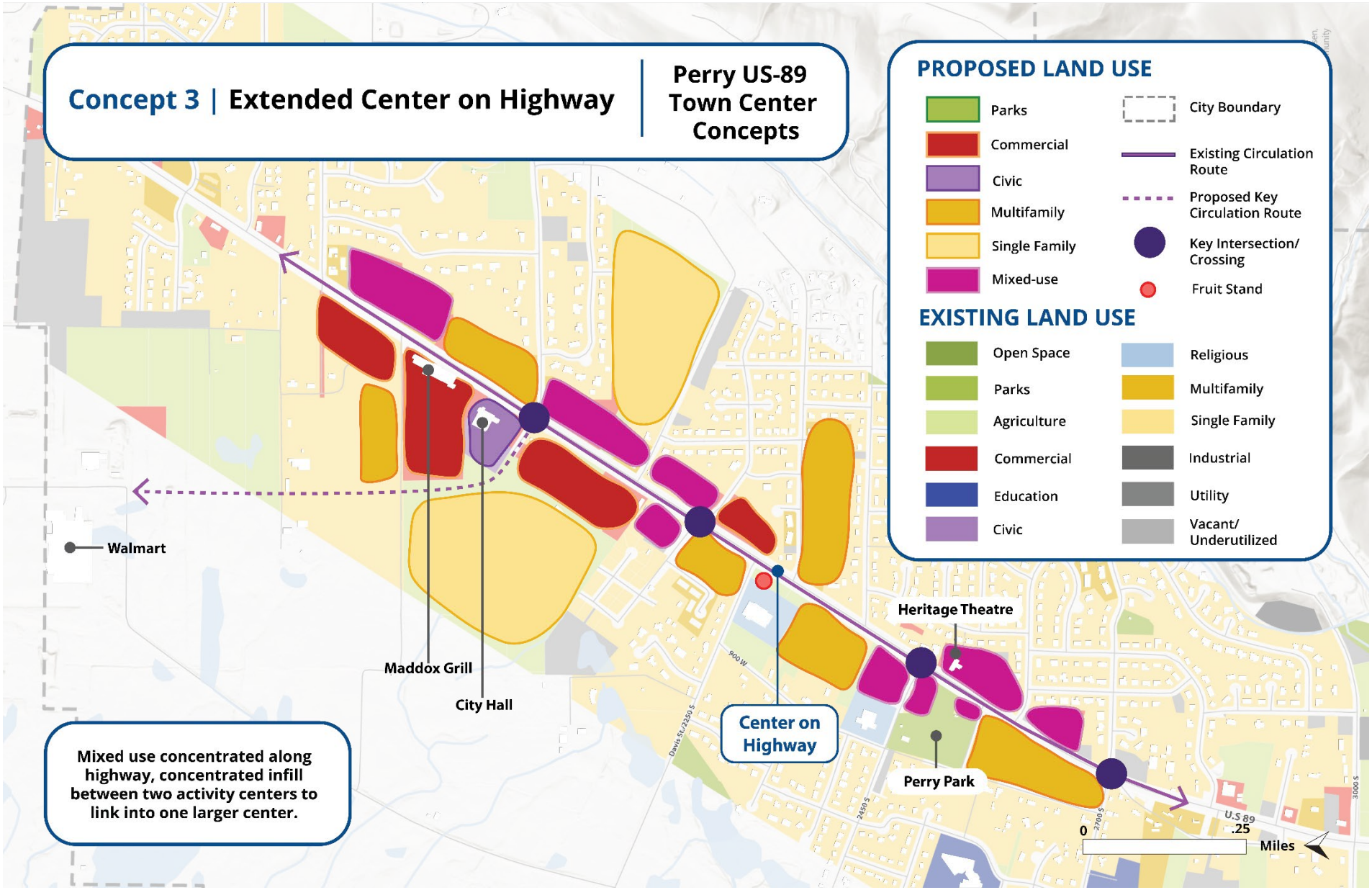
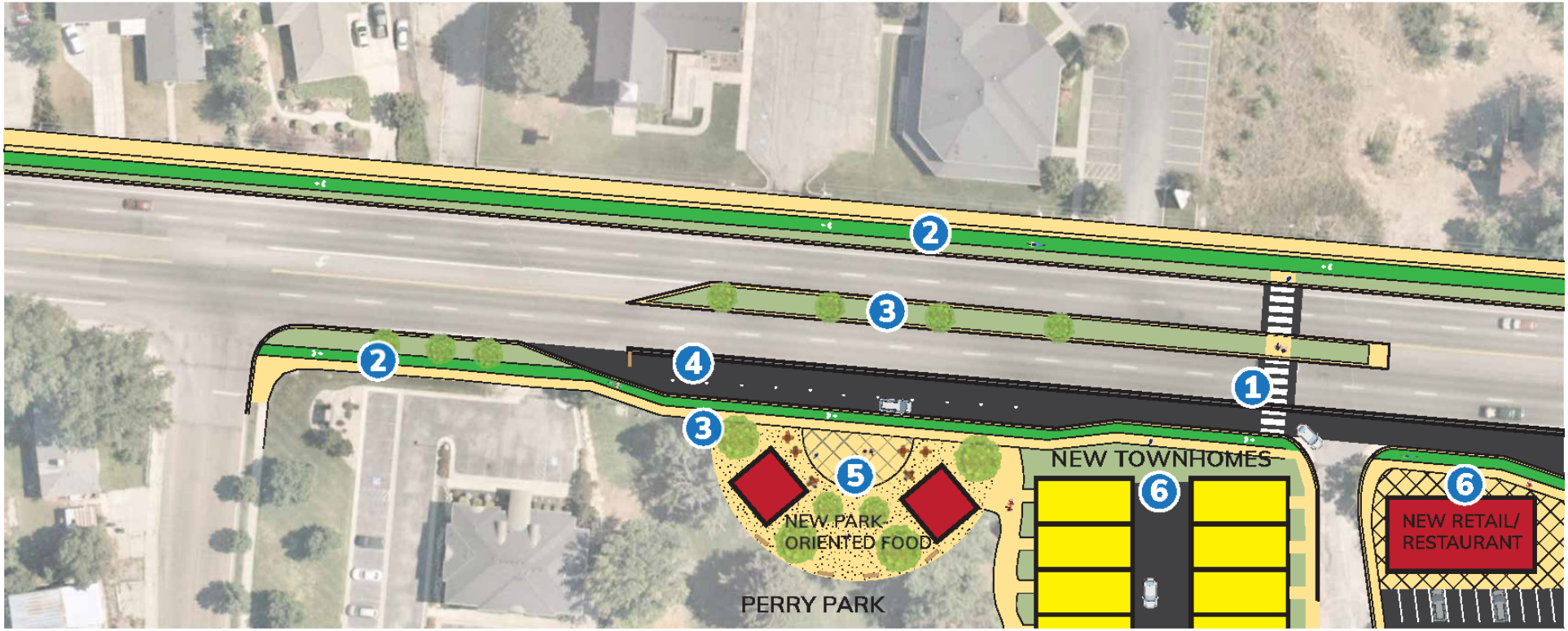


Figure 21. Concept 3 Land Use

1. **New signal at 2000 South** to allow community vehicle access and pedestrian crossing. Assumes extension of 2000 South to US-91.
2. **Widened sidewalks from 2000 South area to 2700 South** to accommodate different modes of use and multiple users at once while connecting City Hall to Perry Park.
3. **Raised bicycle lane** separated from street by curb and in places landscaping and distinct from pedestrian sidewalk.
4. **Street trees and streetscape improvements,** including raised medians planted with drought-tolerant landscaping.
5. **Implement current General Plan land use mix** to encourage a diversity of uses that facilitate pedestrian activity and horizontal mixed use of residential and commercial.
6. **Local access lanes** placed strategically to manage access to walkable uses fronting on US-89 and create a walkable frontage.



Figure 22. Concept 3 Town Center at 2000 South



1. **Pedestrian activated hybrid beacon ("HAWK")** providing safe access to the park from the east side of US-89.
2. **Raised bicycle lane** distinct from pedestrian sidewalk and separated from street by curb and landscaping.
3. **Street trees and streetscape improvements** including raised medians planted with drought-tolerant landscaping.
4. **Local access lane** at Perry Park with on-street parking, extending to right-in right-out at 2450 South.
5. **Small commercial uses at Perry Park** provide opportunities for local businesses in the vein of Perry Ice and attract visitors to the park. These could also include fruit stands, incorporating communtiy heritage.
6. **Infill development around the Park** to provide horizontally mixed uses around the Park activity center and activate the park.

Figure 23. Concept 3 Perry Park Access Improvements

COMMUNITY INPUT ON CONCEPTS

The three concepts were presented to the community at an open house held at Perry City Hall in June 2024. The event was attended by 53 community members.

Attendees were asked to respond to an online survey, providing feedback on the concepts and elements proposed in them. The survey was open from June 20th to July 2nd and received 39 responses.

Survey Responses

Survey results show a close tie between Concept 1 and Concept 2. Initial survey questions asked about preferences between concepts, and later, questions asked about specific elements that inform a preferred concept for US-89. The survey responses are included in **Appendix D.**

Based on community input, the preferred signal location is at 2000 South and the preferred crossing type at Perry Park is a tunnel underneath US-89.

Residents preferred a consistent 45 mph speed limit north of 2700 South and a shared use path along US-89.

The top two placemaking improvements are gateway features and a walkable intersection at the 2000 South town center. The top two overall priority features are a traffic signal (2000 South) and a pedestrian/bicycle crossing at Perry Park. The third most important feature was a tie between a slower (40 mph) segment on US-89 aligned with a new town center, and a town center with shops/restaurants and community gathering spaces.

Residents expressed interested in restaurants and a high-quality pedestrian environment with outdoor gathering spaces.

Finally, while the corridor's focus is on the area north of 3000 South, residents were asked about preferences for the area south of 3000 South. Residents indicated that they would like to see the city's southern area remain agricultural land and orchards preserved as park and open space.

PREFERRED CONCEPT

A preferred concept was prepared based on community and stakeholder feedback. It most-closely aligns with Concept 1, with minor adjustments and elements included from the other two concepts. The preferred concept is illustrated in **Figure 24** and includes:

1. A new town center centered at 2000 South.
2. A new traffic signal at 2000 South and US-89.
3. Gateway features welcoming residents and visitors into the heart of Perry at 2000 South.
4. A minimum 10-foot shared-use path along US-89 from Maddox Lane to the southern City boundary with a 5-foot landscaped buffer.
5. A new pedestrian crossing at Perry Park.
6. Contiguous 6-foot sidewalks through City limits with a 5-foot landscape buffer where possible.
7. Travel lanes to remain at 12' wide along the corridor.
8. Shoulders to be constructed at 8' wide along the corridor.

Throughout the town center, the concept includes outdoor gathering spaces in a high-quality environment that encourages restaurants and small-scale businesses to locate in the town center.

The concept includes a posted speed limit of 45-mph between 3000 South and 2100 South, and a 40-mph speed limit from 2100 South until the City's northern boundary.

At Perry Park, the concept includes a new pedestrian crossing. The long-term vision is for a grade-separated tunnel. However, recognizing cost and potential feasibility constraints, the concept reflects an interim pedestrian hybrid beacon at-grade crossing with a raised median.

The preferred concept includes a shared-use path from Maddox Lane to the southern City boundary providing a safe active transportation connection between Perry's Town Center and Perry Park.

Final dimensions considering community context, traffic volumes, and speed, will be confirmed as the project improvements proceed to design and construction.

The improvements are illusrated in a concept exhibit that is available under separate cover.

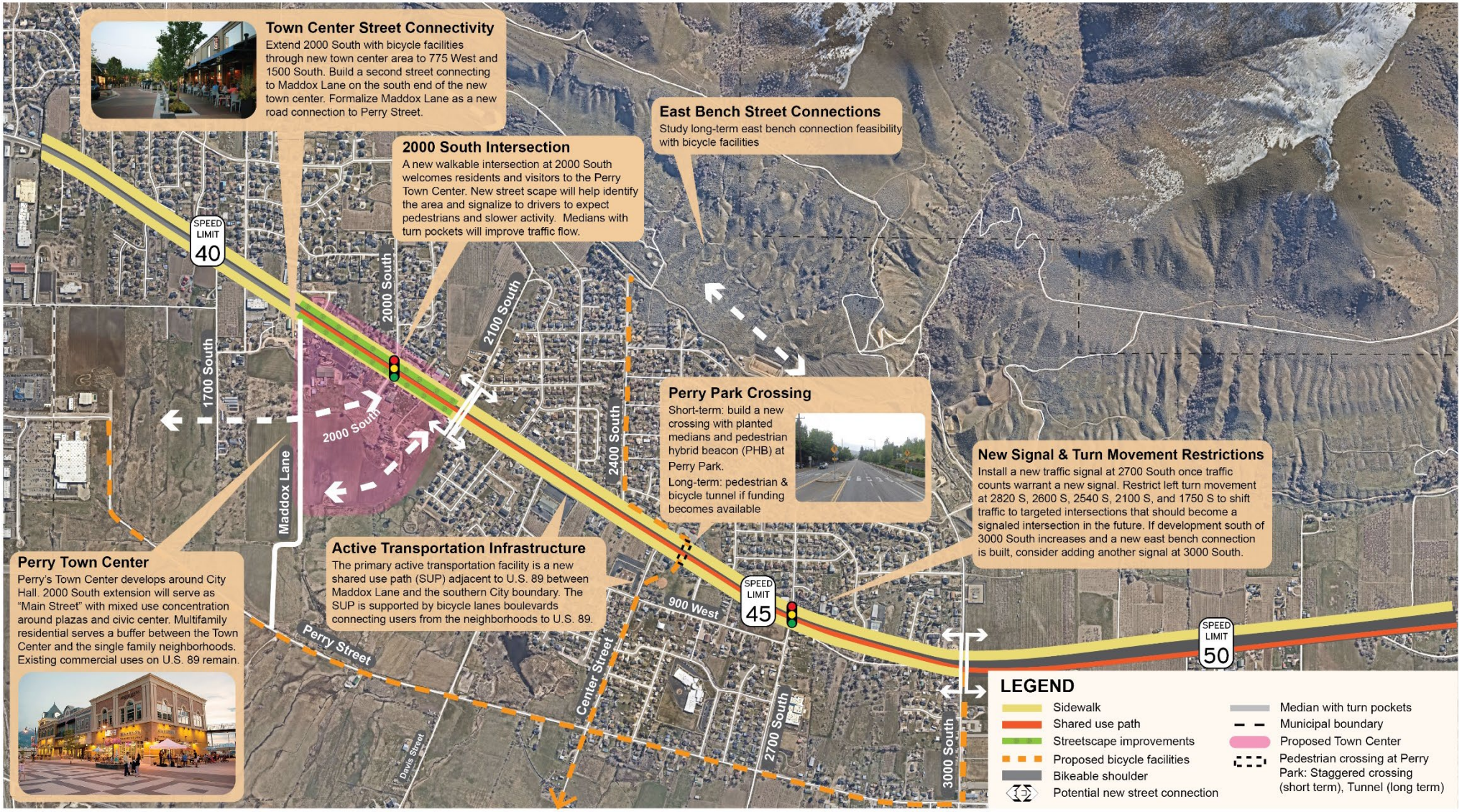


Figure 24. Preferred Concept Corridor-wide Improvements

6. Implementation and Next Steps

Seven primary strategies are recommended for the implementation of the design concept for US-89:

- Improvements
- Establish Connectivity
- Town Center Land Use Strategies
- Corridor Agreement
- Project Phasing
- Funding

Access Management Improvements

The following road safety improvements are recommended for US-89 in Perry City. The improvements are prepared and available separately**.**

Table 9. Access Management Improvements

Improvement	Description
Posted Speed Limit	• Reduce speed limit to 45 mph from 3000 South to 2100 South. • Reduce speed limit to 40 mph from 2100 South to northern City limits.
Traffic Signals	• Traffic signal at 2700 South (pending a traffic signal warrant study); 3000 South may be considered as an alternative location for the traffic signal dependent upon development patterns and street connectivity.
	• Traffic signal at 2000 South; contiguous sidewalks on east side of US-89 south of 3000 South in conjunction with street connectivity improvements associated with proposed Town Center.
Active transportation improvements	• Paved 8-foot bikeable shoulder south of 3000 South to south city limits. • Shared use path (10-foot minimum) from Maddox Lane to southern City' limits. • Sidewalk in-fill gaps throughout City limits with 5-foot landscape buffer where possible. • Pedestrian Hybrid Beacon near Perry Park, south of 2450 South.
Raised median	Construct a planted/streetscaped raised median in the following segments: • Adjacent to Perry Park, from Perry Park crossing to just south of 2400 South; raised median will be constructed north and south of a Pedestrian Hybrid Beacon near Perry Park. • Approximately 100' South of 2100 South to just south of Maddox Rach House. • Approximately 60' north of Maddox Lane to approximately 100' south of 1750 South.

Establish Connectivity

The preferred concept proposes a town center around 2000 South by City Hall. To ensure success of a town center, it is essential to establish street connectivity and direct traffic towards this intersection which is envisioned to have a traffic signal.

2000 South currently terminates in a dead-end. The concept proposes extending 2000 South northward to connect to 775 West (Commerce Way). Other roads, such as 1700 South can also connect to the 2000 South extension, providing improved access to commercial areas along US-91 in Brigham City.

Over the long-term, connectivity in Perry City would benefit from a new east-side collector that runs parallel to US-89, similar to Perry Street on the west. This opportunity would only be presented when/if the existing gravel pit is reclaimed and repurposed.

Town Center Land Use Strategies

Changes in land use plans, policy and ordinances are critical to communicate the land use vision and lay the groundwork for future development.

1. **General Plan and Future Land Use Map** – Amend the general plan to update the future land use map, incorporating the preferred town center land uses shown in **Figure 25.**

2. **Town Center Plan** - Develop a detailed Town Center Plan that outlines the vision, goals, and framework for future development in the Town Center area. This plan should include:

    - *Land Use Designations:* Clearly define the land use categories for the Town Center based on the general land uses identified in this study. The Town Center should include a mix of multifamily residential, commercial (small retail, dining, office), and parks and open spaces.

    - *Transportation Network:* Further evaluate and define the transportation network for the Town Center, including new roads, pedestrian paths, and bikeways. Emphasize walkability and connections to surrounding neighborhoods.

    - *Parking Strategy*: Develop a parking strategy to promote shared and reduced parking in the Town Center. By allowing for flexible parking solutions, such as shared parking agreements between businesses and residential developments, the community can maximize land use and create a more pedestrian-friendly environment.

    - *Economic Development Actions*: Identify funding sources and incentives for developers and small businesses. Additional strategies should be identified for catalytic projects or programming that will draw businesses and visitors to the area.

    - *Design Guidelines*: Establish architectural and landscape design guidelines that ensure new developments are aesthetically pleasing and consistent with the community's character. These guidelines should promote high-quality building materials and designs that contribute to a cohesive look throughout the Town Center and translate into the development of a Form-Based Code (see item 3, Zoning Ordinance).

    - *Phasing Plan*: Outline phases for implementation that prioritize key projects and timelines.

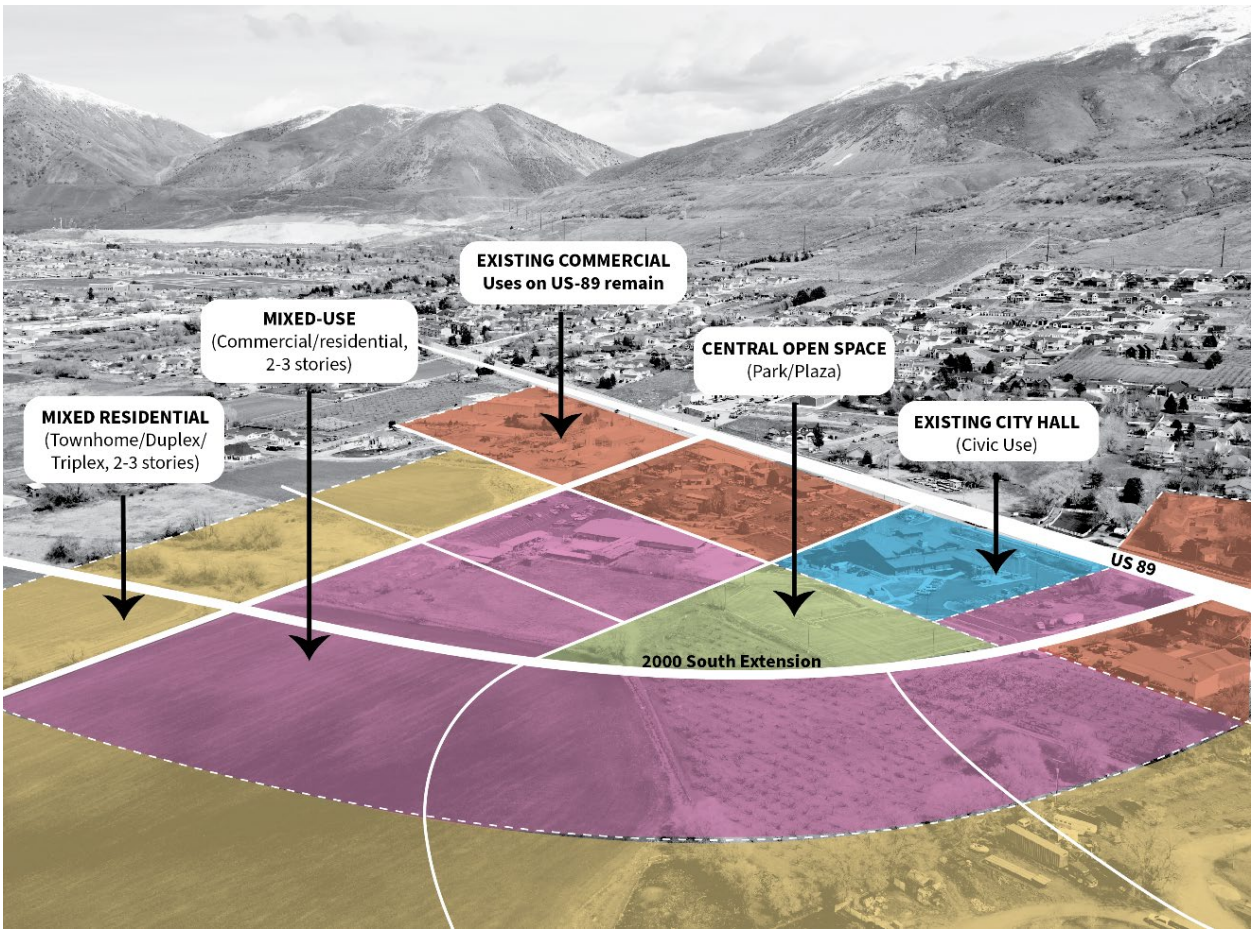


Figure 25. Future Land Use for Town Center Area

3. **Zoning Ordinance** – Update the City's zoning ordinance to allow for new Town Center uses in connection with the updated land use map and/or recommended Town Center Master Plan, either through the implementation of an overlay zone or by rezoning the property for mixed uses or as a master planned development. Consider reallocating multifamily residential designations from areas in the more rural southern part of the community to the Town Center area in order to provide supportive foot traffic for business uses. Also consider limiting the amount of commercial use along US-89 outside of the Town Center and Perry Park areas to concentrate activity in these two locations and offer incentives for developers to build to the community vision.
    - *Form-Based Code* – Consider the creation of a form-based code to guide the development of the future Town Center. A form-based code zoning regulation focuses on the physical form and design of buildings and public spaces, rather than just land use. It establishes guidelines for building height, placement, appearance, and the arrangement of streets and open spaces to create a cohesive and attractive environment. This approach promotes walkability and a sense of place, encouraging development that aligns with the community's vision.

4. **Community Engagement –** Develop a robust community engagement strategy to involve residents and stakeholders in the planning process. Workshops, surveys, and public meetings can gather input on the vision for the Town Center and inform policy changes. Ongoing education

about the benefits of the proposed developments will help build community support and enthusiasm.

5. **Central Open Space –** Acquire land and/or redevelop part of the parking area behind City Hall into a vibrant community open space. As a central location for the Town Center district, this space will contribute to the overall attractiveness of the Town Center and serve as a catalyst for development. The space should be designed primarily as a multifunctional place for gathering and providing a venue for events and activities that engage residents. Implementation may be led by the City or with the help of private development.
6. **Gateway and Urban Design Treatments –** Implement urban design improvements and gateway features to clearly define the Town Center and enhance its visibility. These improvements could include landscaping and trees, signage and banners, lighting, street furniture, and public art that reflects the character of Perry and celebrates its history. Creating visually appealing gateways, particularly at each end of the 2000 South extension, will help establish a sense of arrival and encourage exploration of the area.

Project Phasing

Table 10 illustrates potential phasing to implement the preferred concept. Adoption of the corridor agreement (**Appendix E**) will be followed by land use ordinance updates.

The corridor agreement identifies locations of future signals and turning movement restrictions. The turning movement restrictions direct traffic to desired traffic signal locations.

A detailed concept design for the proposed shared use path along US-89 should be prepared, so it is in place prior to UDOT's next major pavement or roadway improvement project.

Table 10. Implementation Responsibilities

Project	Perry City	UDOT
Corridor Agreement	Adopt agreement	Adopt agreement
Corridor-wide street network connectivity improvements	Conduct new street connections improvements engineering study and concept design.	-
	Establish local street connections to future signalized intersections: 3000 South, 2700 South, and 2000 South.	-
	Connect 2000 South to 775 West (Commerce Way).	-
2000 South at US-89 traffic signal.	Plan in conjunction with Town Center development	Conduct traffic signal warrant study; construct traffic signal.
2700 South at US-89 traffic signal.	Construct street connectivity improvements.	Conduct traffic signal warrant study; construct traffic signal.
3000 South at US-89 traffic signal (as an alternative location to 2700 South).	Construct street connectivity improvements.	Conduct traffic signal warrant study; construct traffic signal.
Pedestrian Hybrid Beacon, pedestrian signal, or tunnel crossing at Perry Park.	Construct crossing improvements.	-
Raised median in selected segments per Master Plan Exhibit.	Maintain landscaped segments.	Construct landscaped segments.
Shared use path from south City limits to Maddox Lane.	Maintain shared use path.	Construct shared use path.-
Gateway features at locations identified in conjunction with UDOT and City of Perry.	Construct and maintain gateway features.	-
Town Center streets and open spaces.	Develop Town Center Plan detailing coordinated infrastructure, policy, and economic development actions; identify funding sources	-
Town Center zoning/code update.		
Identify economic development incentives.		

Corridor Agreement

A Corridor Agreement between Perry City and UDOT was prepared to document the corridor's access management, planning, location of traffic signals, and standards for new infrastructure along the corridor. The agreement prepared and submitted to UDOT and Perry City for execution is included in **Appendix E.** The fully executed agreement will be made available separately from Perry City and from UDOT.

Funding

Potential funding sources for corridor improvements summarized in **Table 11.**

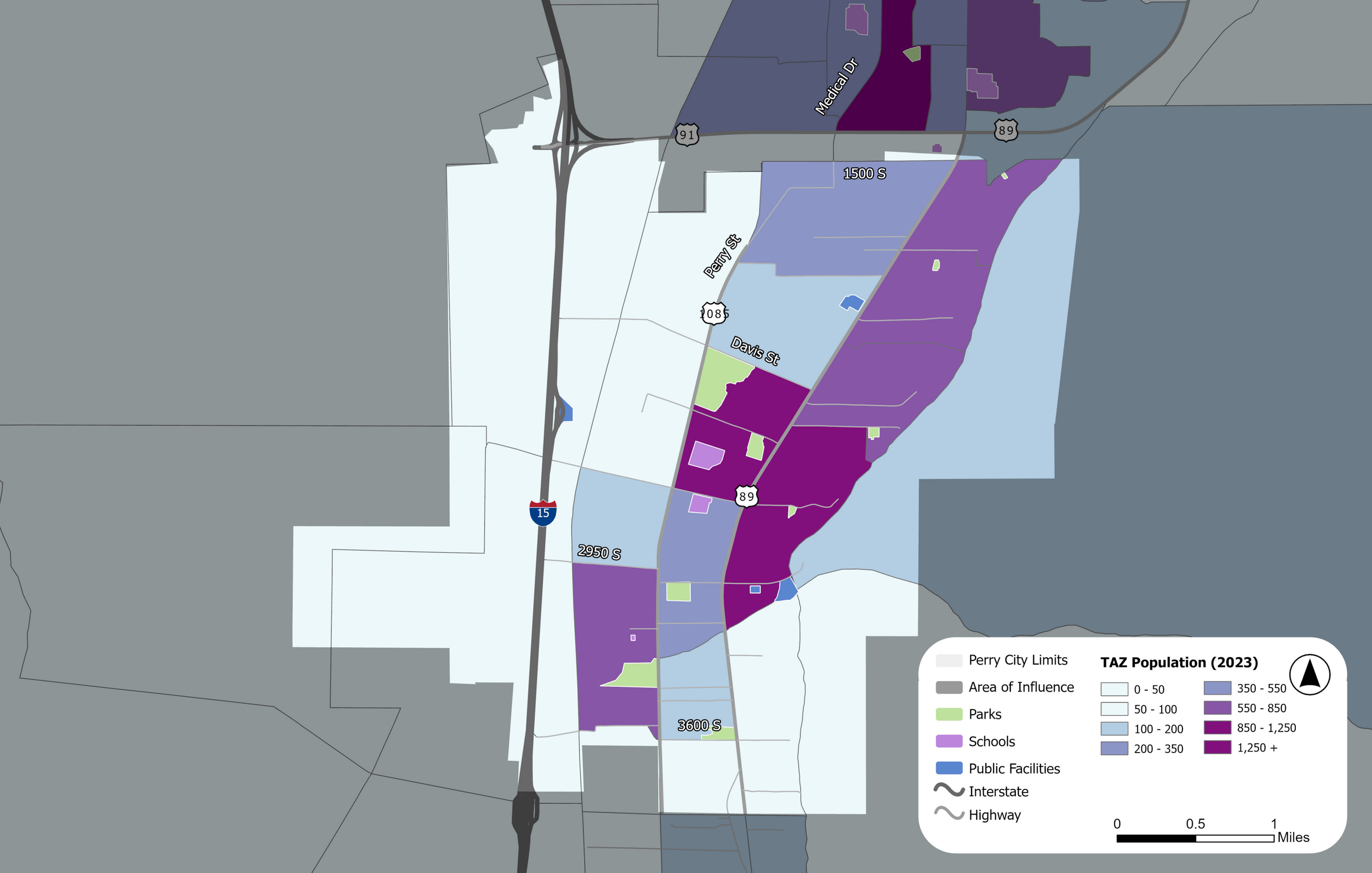
Table 11. Potential Funding Sources

Improvement	Description
Transportation Alternatives Set-Aside (TA)	https://www.fhwa.dot.gov/environment/transportation_alternatives/ TA is a set-aside program from the Surface Transportation Block Grant (STBG) and provides funding for projects that promote non-motorized travel, including on and off-street pedestrian and bicycling facilities, community improvement activities, recreation trails.

Improvement	Description
Highway Safety Improvement Program (HSIP)	https://highways.dot.gov/safety/hsip HSIP funds safety-focused projects on all public roads, including non-state-owned public roads and roads on tribal lands. Projects could include improvements, pedestrian and bicyclist infrastructure improvements.
Safe Routes to School Program (SRTS)	https://www.udot.utah.gov/connect/business/public-entities/safe-routes-to-school-srts-program/ Applying for funds through the SRTS program can be beneficial if traffic numbers warrant a new traffic signal at 2700 South, especially considering students living east of US-89 currently have no safe way to access the schools west of US-89.
Utah Trail Network (UTN)	https://utahtrailnetwork.udot.utah.gov/ SB185 (2023) provides $45 million in annual funding to UDOT to build, operate, and maintain a network of paved trails through Utah. Eligible projects include planning, design, and construction of new trails, improvements and extensions of existing tails.
Utah Outdoor Recreation Grant (UORG)	https://recreation.utah.gov/utah-outdoor-recreation-grant/ The UORG provides funding for outdoor infrastructure projects that enhance access to outdoor recreation opportunities and support local economies. Projects must show significant community support and benefit, and awards can range from $500 up to $75,000. Past project awards include the Torrey Town Walking Path, the Center Street Trail Connector in Midway, and the Oakley Trail Park.
Class B & C Road Funds	https://www.udot.utah.gov/connect/business/public-entities/local-government-program-assistance/ Class B & C funds are road funds allocated to local governments in Utah for the construction, maintenance, and improvements of local roads and streets, including sidewalks, bike lanes, and traffic control devices. Funds stem from a combination of state fuel taxes, vehicle registration fees, driver license fees, and other income sources. Class C roads are for county roads while Class C funds are for roads in unincorporated communities.
Local Bond Measures, and Tax Increment Financing	Municipalities can use bonds to fund transportation infrastructure, either as a stand-alone project or project packages. Tax Increment Financing (TIF) is a financing method used to subsidize community improvement projects, affordable housing, and infrastructure projects. Initially, debt is created but is backed by future increases in property tax revenues that are expected through enhanced property values within the TIF district due to the new amenities and improve infrastructure.

APPENDICES

APPENDIX A – POPULATION CHARACTERISTICS, 2023 AND 2050


Medical Dr
91
89
1500 S
Perry St
1085
Davis St
15
89
2950 S
3600 S
Perry City Limits
Area of Influence
Parks
Schools
Public Facilities
Interstate
Highway
TAZ Population (2023)
0 - 50
50 - 100
100 - 200
200 - 350
350 - 550
550 - 850
850 - 1,250
1,250 +
0
0.5
1
Miles

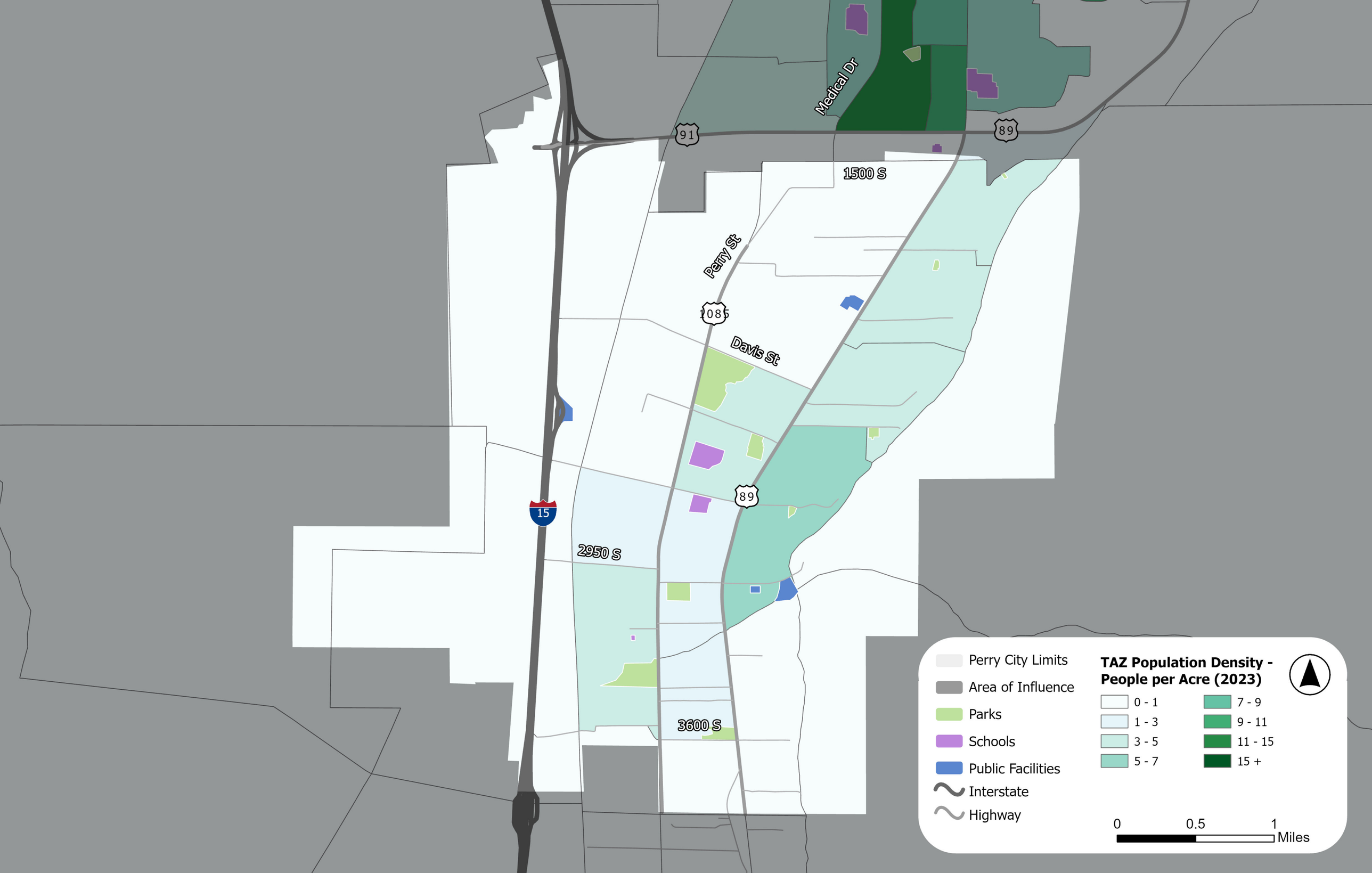
Medical Dr
91
89
1500 S
Perry St
1085
Davis St
15
89
2950 S
3600 S

Perry City Limits
Area of Influence
Parks
Schools
Public Facilities
Interstate
Highway

TAZ Population (2050)

0 - 50
50 - 100
100 - 200
200 - 350
350 - 550
550 - 850
850 - 1,250
1,250 +

0 0.5 1 Miles


Medical Dr
91
89
1500 S
Perry St
1085
Davis St
89
15
2950 S
3600 S
Perry City Limits
Area of Influence
Parks
Schools
Public Facilities
Interstate
Highway
TAZ Population Density - People per Acre (2023)
0 - 1
1 - 3
3 - 5
5 - 7
7 - 9
9 - 11
11 - 15
15 +
0
0.5
1
Miles

Medical Dr
91
89
1500 S
Perry St
1085
Davis St
15
89
2950 S
3600 S

Perry City Limits
Area of Influence
Parks
Schools
Public Facilities
Interstate
Highway

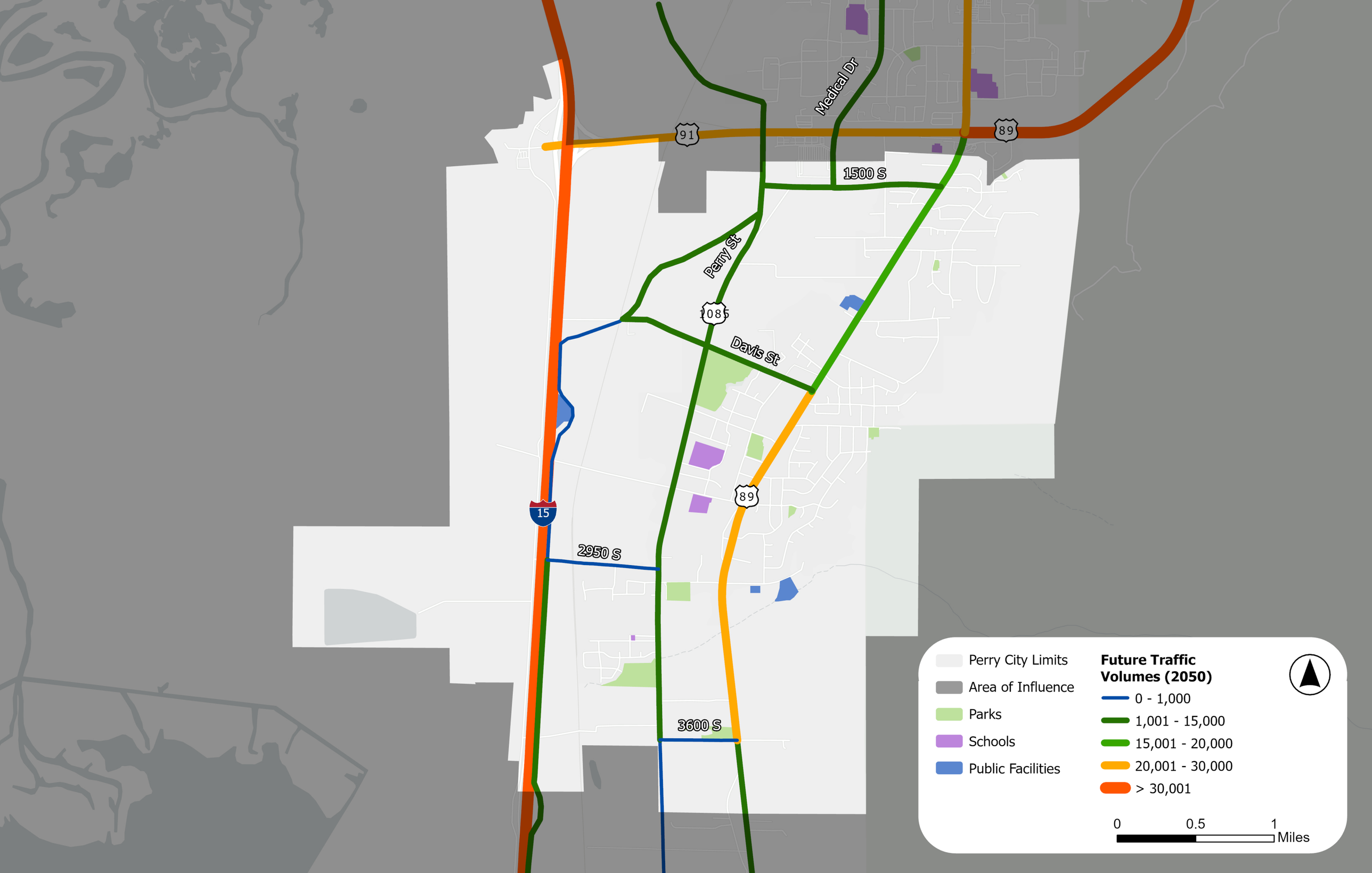
TAZ Population Density - People per Acre (2050)

0 - 1
1 - 3
3 - 5
5 - 7
7 - 9
9 - 11
11 - 15
15 +

0 0.5 1 Miles

APPENDIX B – EXISTING AND FUTURE TRAFFIC VOLUMES


Medical Dr
91
89
1500 S
Perry St
1085
Davis St
15
89
2950 S
3600 S
Perry City Limits
Area of Influence
Parks
Schools
Public Facilities
Existing Traffic Volumes (2019)
0 - 1,000
1,001 - 15,000
15,001 - 20,000
20,001 - 30,000
> 30,001
0
0.5
1
Miles


Medical Dr
91
89
1500 S
Perry St
1085
Davis St
15
89
2950 S
3600 S
Perry City Limits
Area of Influence
Parks
Schools
Public Facilities
Future Traffic Volumes (2050)
0 - 1,000
1,001 - 15,000
15,001 - 20,000
20,001 - 30,000
> 30,001
0
0.5
1
Miles

APPENDIX C – JANUARY SURVEY RESPONSE SUMMARY

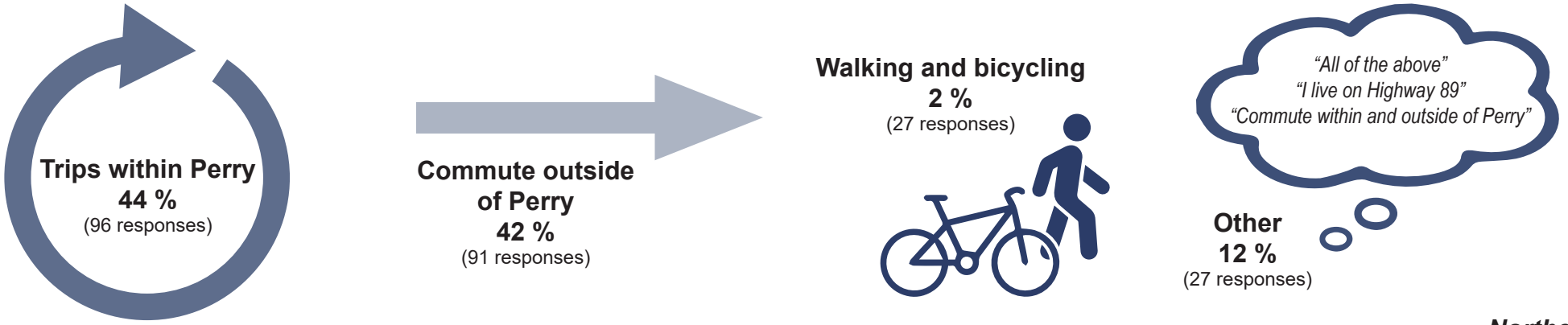
Community Engagement Summary

PERRY CITY HIGHWAY 89 MASTER PLAN

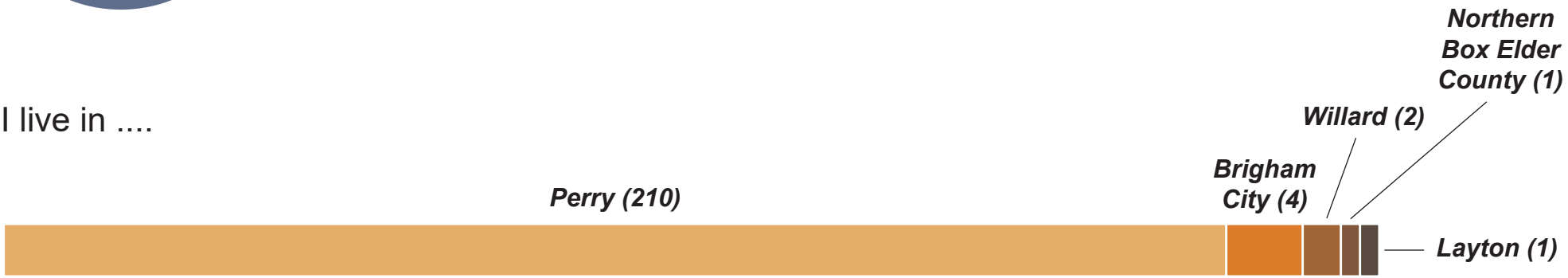
Community engagement efforts for the Highway 89 corridor project collected valuable insights from local residents and stakeholders. An online survey was conducted and received 218 responses. A public open house was organized to further share project details and solicit additional feedback from the community. Over 80 residents attended this event and had the opportunity to provide location-specific feedback on a detailed corridor map and a corridor land use map. Additionally, residents were asked for their opinion on the overall project goals. The following is a summary of feedback received during the first community engagement phase. All community feedback as well as the online survey is attached in the appendix.

Online Survey Results

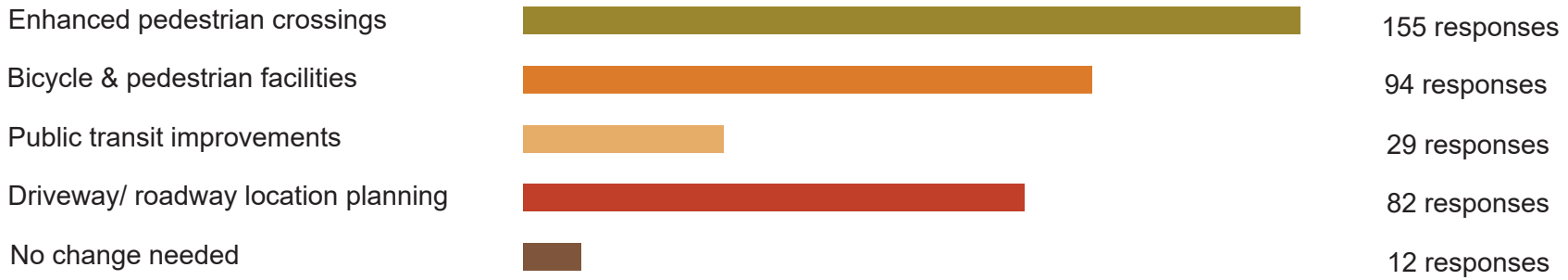
Primary use of Highway 89 through Perry



I live in ....



Desired improvements for Highway 89



Survey Comments & Open House Feedback

Goal 1: Refine the U.S. 89 highway experience in Perry for safety and context

1a - Provide an environment where a broad range of users feel safe and welcome

21 total responses

- 6 Shoulder improvements
- 12 Wider sidewalk/path *
- 2 School bus/ transit stop improvements
- 1 Bike Path*

1b - Plan driveway/roadway locations to increase predictability, visibility, and safety

2 total responses
+ 10 goal statement reactions

- 2 Address fruit stand parking

1c - Manage traffic speed in a way that is respective to the corridor's various contexts

28 total responses
+ 7 goal statement reactions

- 20 Lower speed limit
- 6 Traffic calming
- 2 Traffic/ speeding enforcement

1d - Define future traffic control to serve the community and the broader network

89 total responses
+ 7 goal statement reactions

- 24 Turn improvements
- 64 Traffic/ stop lights
- 1 Roundabout

1e - Utility/maintenance

10 total responses

- 9 Snow removal
- 1 Drainage

*green circle indicates multimodal transportation focus

Goal 2: Build community alongside Perry's most important corridor

2a - Preserve and celebrate Perry's heritage and cultural landmarks


2
Concerned about disappearing orchards

2b - Shape a connected street and pathway network that safely links to the highway and serves local trips off the highway for all modes

2c - Create safe pedestrian crossings at strategic locations that connect the community across the highway


7
Crossing improvements*


10
Pedestrian bridge*


1
Crosswalk*


3
Tunnel under 89*


2
No at-grade crossing needed*

2d - Nurture livable residential neighborhoods and successful business districts


2
No additional housing on US 89


5
More businesses/ buildings


3
Modifications to multifamily policy/ infrastructure


1
Keep bigger commercial around US 91

2e – Foster places for community activity and gathering


2
Community space*


2
More walkable Main Street*


1
More park amenities*

2f - Beautification


7
Placemaking/ beautification


3
Landscaping


4
Pedestrian lighting

*green circle indicates multimodal transportation focus

Goal 3: Preserve the regional function of the U.S. 89 highway

3a - Maintain and enhance regional connectivity

3b - Address the needs of users from outside the community

3c - Preserve as emergency /alternative route to I-15

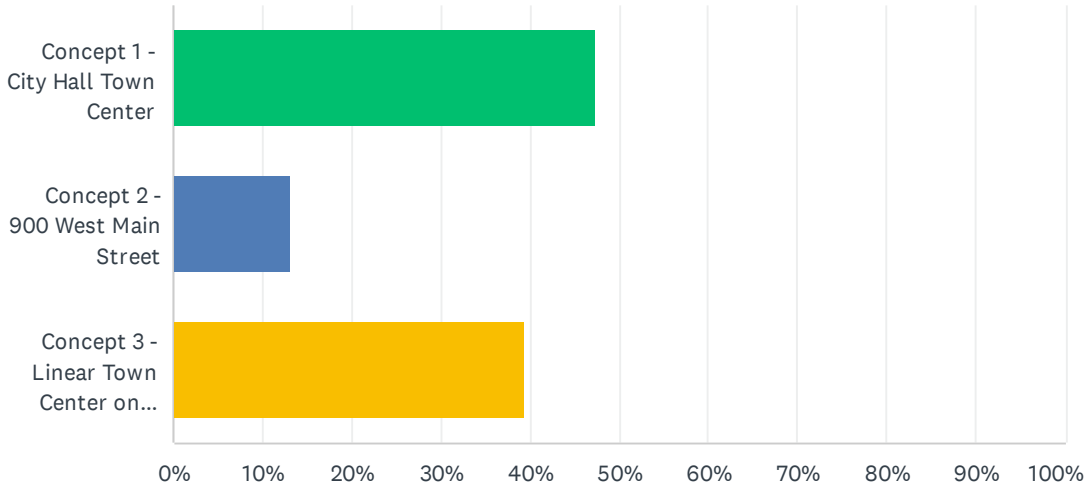
3d - Allow reasonable speeds for intraregional vehicular traffic

Even though no comments submitted through the online survey directly relate to Goal 3, most residents who attended the open house feel indifferent about Goal 3. Five individuals expresses some concerns about Goal 3c.

APPENDIX D – CONCEPT ALTERNATIVES SURVEY SUMMARY (JUNE OPEN HOUSE)

Q1 Which is your favorite concept overall?

Answered: 38 Skipped: 1



ANSWER CHOICES	RESPONSES
Concept 1 - City Hall Town Center	47.37%
Concept 2 - 900 West Main Street	13.16%
Concept 3 - Linear Town Center on Highway	39.47%
TOTAL	

Q2 Why is it your favorite concept? What drives your opinion?

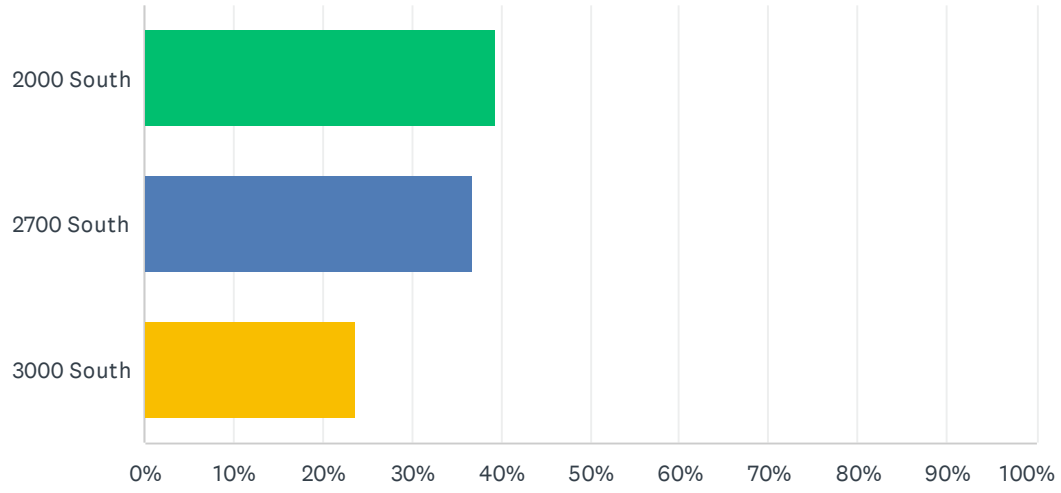
Answered: 34 Skipped: 5

#	RESPONSES	DATE
1	I like that it’s close to city hall and all the fruit stands. There’s a lot of traffic there anyway because of Maddox and the fruit stands and that can be used to the city’s advantage	6/30/2024 9:02 AM
2	multiple options for traffic in perry rather than one main street, safer area for children and pedestrians than along a highway where traffic is heavier. I would like to have perry have more of a community feel and connecting of the east and west sides, I also believe having another road that can connect will help traffic safety and pedestrian safety	6/29/2024 6:37 PM
3	They all suck, but 2 sucks the least. 89 isn't busy enough to add two dumb stop lights and lower the speed limit. Dumb plans and a waste of money.	6/28/2024 10:35 PM
4	3 because it’s the only one with a light at 2700 intersection which is important for safety. If wanting to do commercial development then it’ll be important to ensure there are parking options in addition to a safe way to get on and off highway. Seems kind of stupid to adjust speed limits up an and down a lot in a short distance. This will likely cause some frustration and unnecessary traffic compression which will hinder highway crossings. Just keep it at 45 until out of the development district. If trees are planted ensure they are of a variety that doesn’t generate waste and hurt local crops (flowering pear is not a good tree). Consider zelkova (same as what Brigham City is using to replace aging sycamore trees).	6/28/2024 8:52 PM
5	I belive this reduces the likelihood of auto-pedestrian accidents by keeping the highway as a main thoroughfare while making a community-friendly area that's a bit sheltered yet easily accessible.	6/28/2024 1:54 PM
6	I prefer the light at 2700, but love the underground walkway for pedestrians.	6/27/2024 7:15 PM
7	I've had a couple close incidents with the trucks turning onto 89 from the gravel pit at 3000.	6/27/2024 10:21 AM
8	I love the crossing at 2000 and the tunnel under the highway at the park.	6/27/2024 8:31 AM
9	Parade route Main Street. Easy walking. Off highway.	6/27/2024 7:40 AM
10	Better places for the lights	6/25/2024 8:37 AM
11	Reduce speed to 40. Two lights.	6/25/2024 8:35 AM
12	Concept 2 sound ok, but businesses should be more "visible" on HWY 89	6/25/2024 8:04 AM
13	40 mph speed limit at busiest par of US89 Traffic light at 2000 South	6/25/2024 8:00 AM
14	US89 will remain a major separating factor in Perry, but having the Town develop on both sides of the highway will counteract that divisive factor and tie the Town together throughout the whole Town. Concentrating the Town center on one aide and in one area risks focusing development to the exclusion of other Town areas.	6/23/2024 5:08 PM
15	Lower speed limit. Road development on 2000 South. Access to park from East side.	6/21/2024 5:30 AM
16	The placement of the stoplights makes me prefer concept 1. I strongly oppose any more multi-family housing anywhere in Perry. The current glut of unsold multi-family units sends a clear message that there is not a need or desire for this type of housing to Perry and decreases property values anywhere near them. I think it is unsafe for any type of pedestrian crossing without a tunnel, which is not cost effective. Simple curb and gutter, with well- maintained sidewalks all along 89 is sufficient with no raised bike paths.	6/20/2024 10:30 PM
17	I like the idea of a centralized commercial city center area near the theater and Maddox Ranch house. I think it does the most to preserve the look and feel of Perry, while taking us into the next phase of development. I also think that a light on 3000 south makes much more sense	6/20/2024 10:08 PM

	than having one on 2700 S. The 900 W. really concerns me because of the impact it could have to current residents and their homes.	
18	It creates a business district	6/20/2024 9:23 PM
19	Tunnel to cross 89. City town hall area for business to be close to one another.	6/20/2024 8:01 PM
20	I like the pedestrian bridge, keeping the commercial area more condensed, having a light at 3000 S would benefit EMS trying to get out on the highway.	6/20/2024 6:39 PM
21	Bike lanes and shared use paths to help improve pedestrian connectivity and safety. I also really like the idea of a tunnel underneath highway 89 at Perry park, significantly improving pedestrian access to both sides of the highway. The grade separated crossing being at Perry park also will help children to be able to get to Perry park safely. The crossing is also near by Promontory School and Three Mile Creek Elementary letting students from the east side of the highway walk or bike to school decreasing drop-off traffic. I think improving connectivity to the trails and scenery in Perry canyon is also important. I think the extending of, and improving pedestrian and cyclist infrastructure on 900 west would help get students from the school to a safe crossing and make safe connectivity from the schools via 900 west to Perry park.	6/20/2024 6:30 PM
22	I like the centralized city center, that is walkable. I also like the pedestrian underpass and the shared use path.	6/20/2024 6:25 PM
23	Centralized town center, feels like it creates more of a downtown and walkability	6/20/2024 6:22 PM
24	Centering walkable town center off of Highway around city hall	6/20/2024 6:13 PM
25	More bike trails	6/20/2024 6:03 PM
26	More biking options	6/20/2024 6:01 PM
27	I think any plan to develop a city center next to a highway is problematic. Businesses can’t attract people in when they are passing by at high speeds. The street that accesses Walmart is a good example of a prosperous business center close to a highway but with its own Main Street. There is no option below to give this opinion but we badly need a traffic signal at 3000 S. There is high traffic there and trucks from Geneva. Entering 89 from the East there is a blind corner to the South from traffic coming up the hill and around the corner. Entering 89 from the West is also problematic as traffic come up the hill on 3000 S and can’t see traffic until they are out in the intersection. Established and growing neighborhoods on both sides feed a lot of cars into the highway at this intersection.	6/20/2024 5:57 PM
28	Walkway by the park	6/20/2024 5:36 PM
29	Keeps commercial activity area closer to Highway and keeps residential neighborhoods true neighborhoods. I also like the reduced speed limits and crossing areas. I do like the tunnel in plan 1.	6/20/2024 5:28 PM
30	Because it doesn't encroach on the mountains or on the homes on 900 W. And it focuses on a shorter length of Hwy 89.	6/20/2024 5:22 PM
31	It looks to the future and benefits both the east and west side of 89.	6/20/2024 5:19 PM
32	Keeps things focused along the highway.	6/20/2024 5:02 PM
33	It’s the only one with a traffic light at 2700 south which I feel is the most important change desperately needed based on the bend in the road there making visibility difficult, the two schools right there, and more	6/20/2024 4:49 PM
34	Focus on highway makes the most sense. Off highway focus is not feasible. I do prefer the streetscape of #1.	6/20/2024 4:23 PM

Q3 Where is your preferred location for a traffic signal?

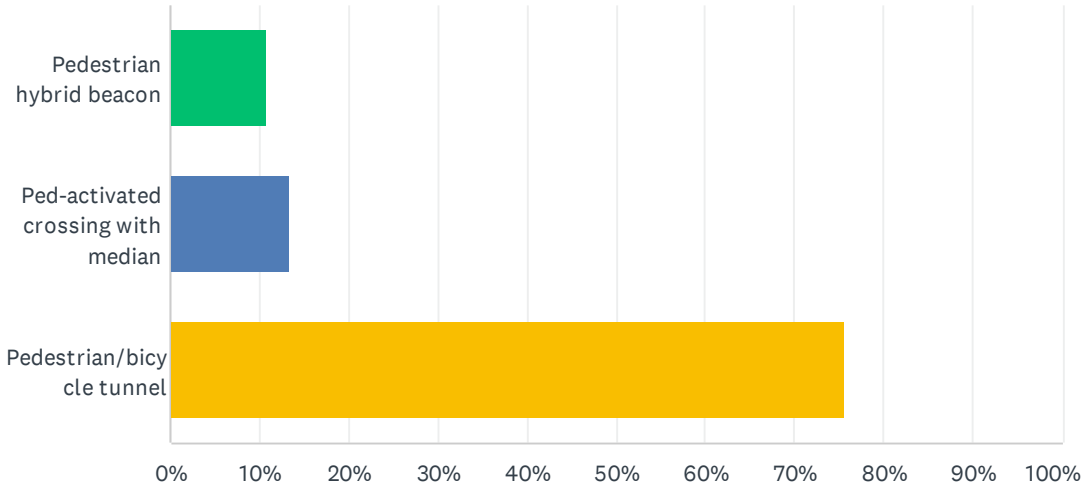
Answered: 38 Skipped: 1



ANSWER CHOICES	RESPONSES
2000 South	39.47%
2700 South	36.84%
3000 South	23.68%
TOTAL	

Q4 What type of pedestrian crossing to Perry Park do you prefer?

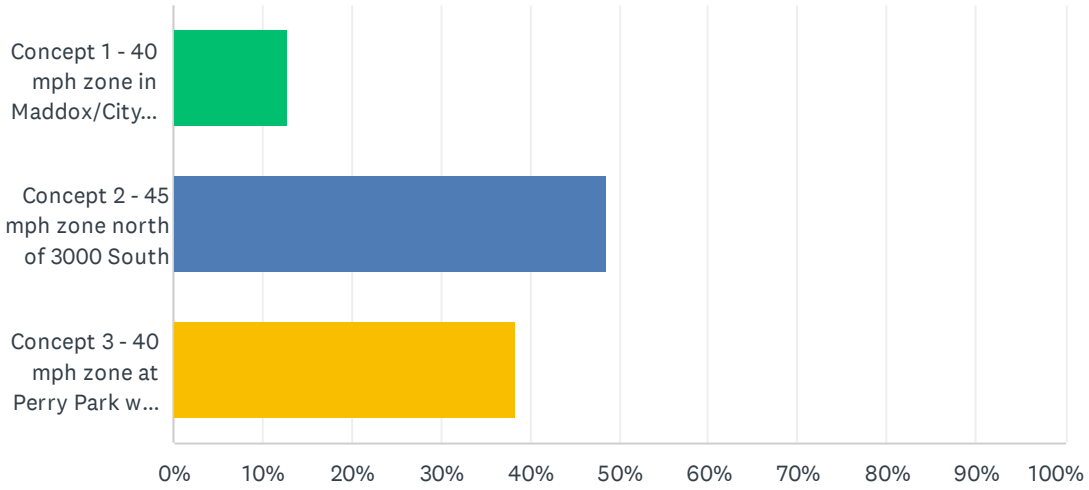
Answered: 37 Skipped: 2



ANSWER CHOICES	RESPONSES
Pedestrian hybrid beacon	10.81%
Ped-activated crossing with median	13.51%
Pedestrian/bicycle tunnel	75.68%
TOTAL	

Q5 Which concept do you prefer as it relates to vehicle speed limits?

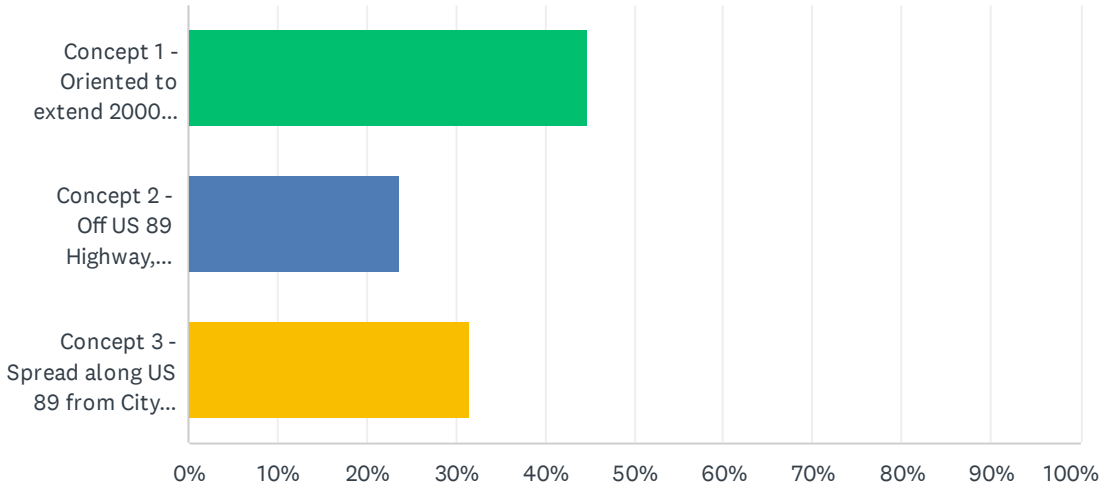
Answered: 39 Skipped: 0



ANSWER CHOICES	RESPONSES
Concept 1 - 40 mph zone in Maddox/City Hall area and northward	12.82%
Concept 2 - 45 mph zone north of 3000 South	48.72%
Concept 3 - 40 mph zone at Perry Park with 45 mph transitions on either side	38.46%
TOTAL	

Q6 Which concept do you prefer as it relates to the Town Center locatior

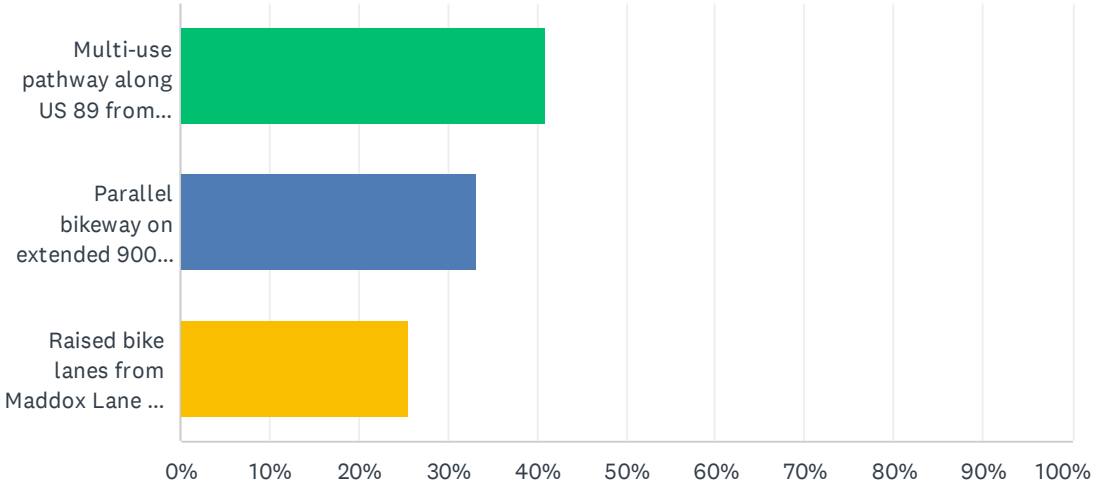
Answered: 38 Skipped: 1



ANSWER CHOICES	RESPONSES
Concept 1 - Oriented to extend 2000 South	44.74%
Concept 2 - Off US 89 Highway, oriented to extend 900 West	23.68%
Concept 3 - Spread along US 89 from City Hall to 2700 South	31.58%
TOTAL	

Q7 Which concept do you prefer as it relates to the bicycle facility network?

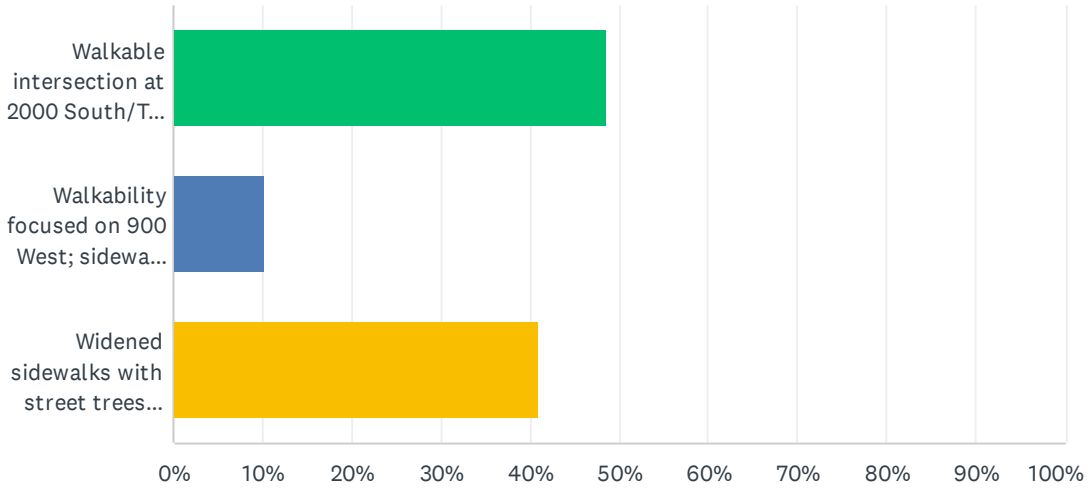
Answered: 39 Skipped: 0



ANSWER CHOICES	RESPONSES
Multi-use pathway along US 89 from Maddox Lane to 3000 South	41.03%
Parallel bikeway on extended 900 West; bikeable shoulder on US 89 Highway	33.33%
Raised bike lanes from Maddox Lane to 2700 South	25.64%
TOTAL	

Q8 Which concept do you prefer as it relates to pedestrian improvements

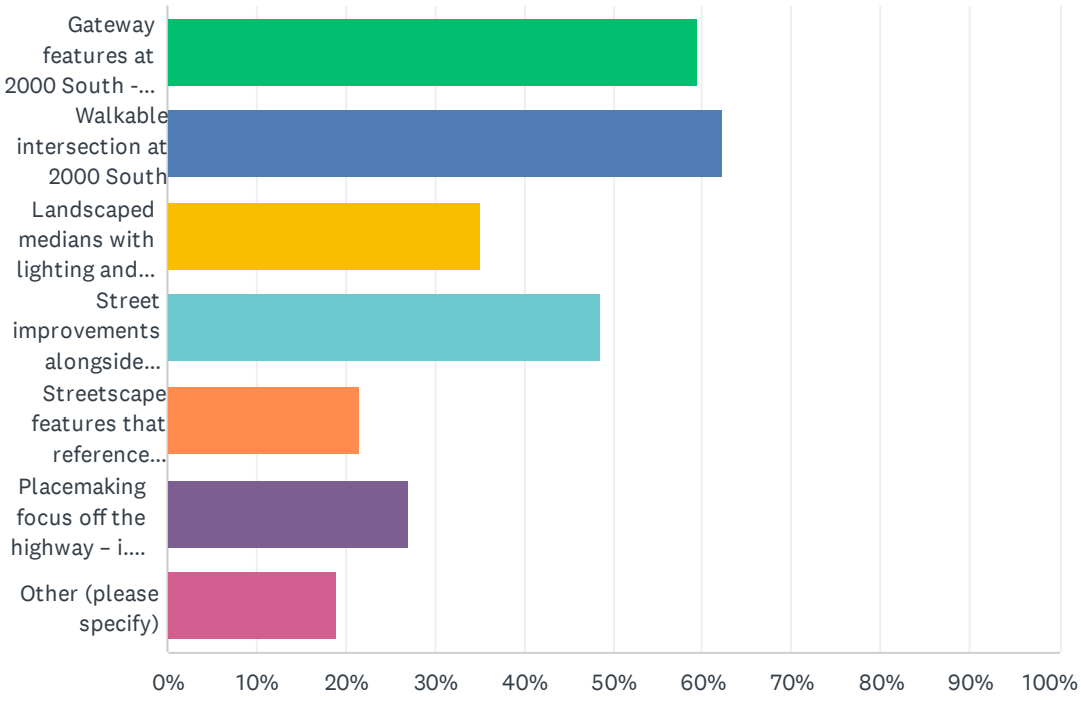
Answered: 39 Skipped: 0



ANSWER CHOICES	RESPONS
Walkable intersection at 2000 South/Town Center – widened sidewalks, street trees, bulb-outs, pedestrian refuges	48.72%
Walkability focused on 900 West; sidewalk gaps filled on the highway	10.26%
Widened sidewalks with street trees from City Hall to 2700 South	41.03%
TOTAL	

Q9 Which concept do you prefer as it relates to placemaking improvements? (Check all that apply)

Answered: 37 Skipped: 2



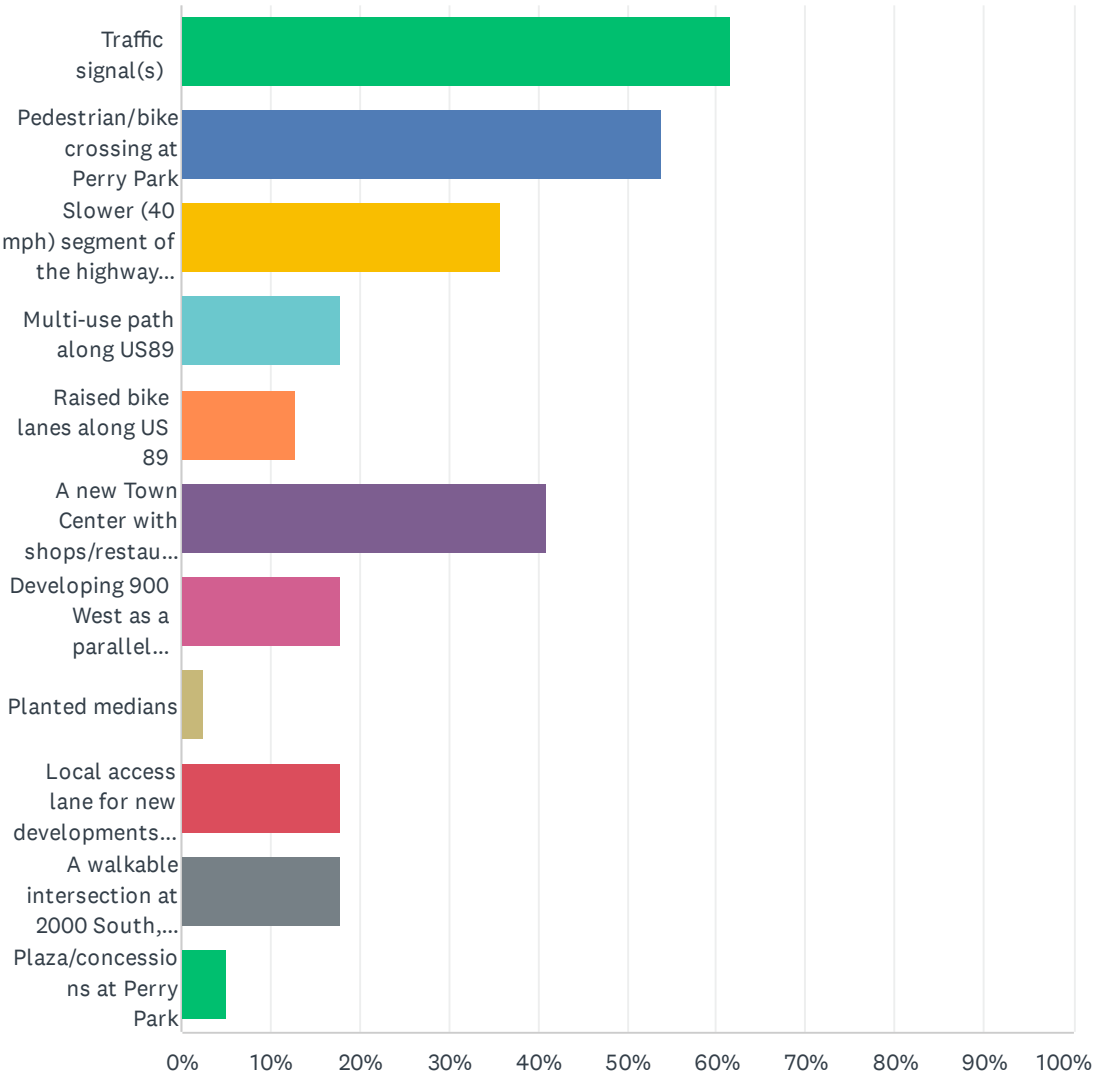
ANSWER CHOICES	RESPONS
Gateway features at 2000 South - widened sidewalks, street trees, sidewalk bulb-outs, median, sign/monument, etc.	59.46%
Walkable intersection at 2000 South	62.16%
Landscaped medians with lighting and/or monuments	35.14%
Street improvements alongside highway at Perry Park – plazas, concessions, pathways	48.65%
Streetscape features that reference Perry’s heritage	21.62%
Placemaking focus off the highway – i.e., on 900 West, 2000 South extensions	27.03%
Other (please specify)	18.92%
Total Respondents: 37	

#	OTHER (PLEASE SPECIFY)	DATE
1	street imiprovements and walkable area with green space by city hall	6/29/2024 6:37 PM
2	Just finish the side walks and leave everything alone.	6/28/2024 10:35 PM
3	A "welcome to Perry" sign across HWY89 similar to Brigham City	6/25/2024 8:04 AM
4	Recognition of Perry's agricultural heritage theough some emphasis on fruit stands/markets as a sales location for area orchards and farms.	6/23/2024 5:08 PM

5	None of the above things are necessary. Why not just require property owners to maintain their properties and keep Highway 89, curb and gutters, as well as the sidewalks along the highway neat and tidy? Simply having and enforcing these types of ordinances would go a long way in making Perry a welcoming, nice community.	6/20/2024 10:30 PM
6	I think all of the options shown above are important	6/20/2024 6:30 PM
7	Walkable intersection at 2700 south	6/20/2024 4:49 PM

Q10 Please select your top-three priority features:

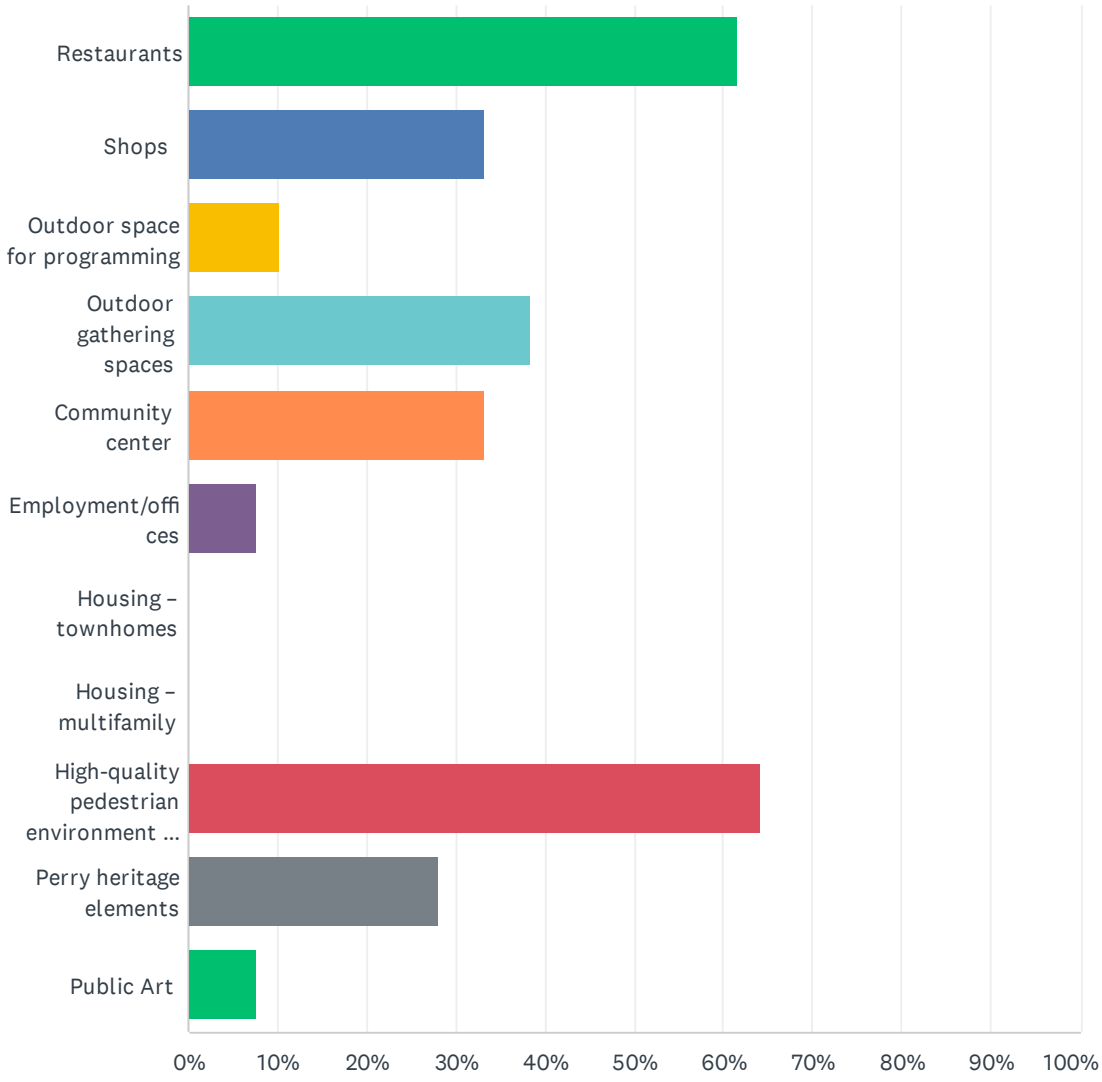
Answered: 39 Skipped: 0



ANSWER CHOICES	RESPONS
Traffic signal(s)	61.54%
Pedestrian/bike crossing at Perry Park	53.85%
Slower (40 mph) segment of the highway aligned with a Town Center	35.90%
Multi-use path along US89	17.95%
Raised bike lanes along US 89	12.82%
A new Town Center with shops/restaurants, community gathering space, and other features	41.03%
Developing 900 West as a parallel corridor to the highway for walking and biking	17.95%
Planted medians	2.56%
Local access lane for new developments for slower, more walkable environment along the highway and on-street parking	17.95%
A walkable intersection at 2000 South, with shorter crossings, larger corners, pedestrian refuge islands, and streetscape features.	17.95%
Plaza/concessions at Perry Park	5.13%
Total Respondents: 39	

Q11 What do you want in a Town Center? Select your top-three.

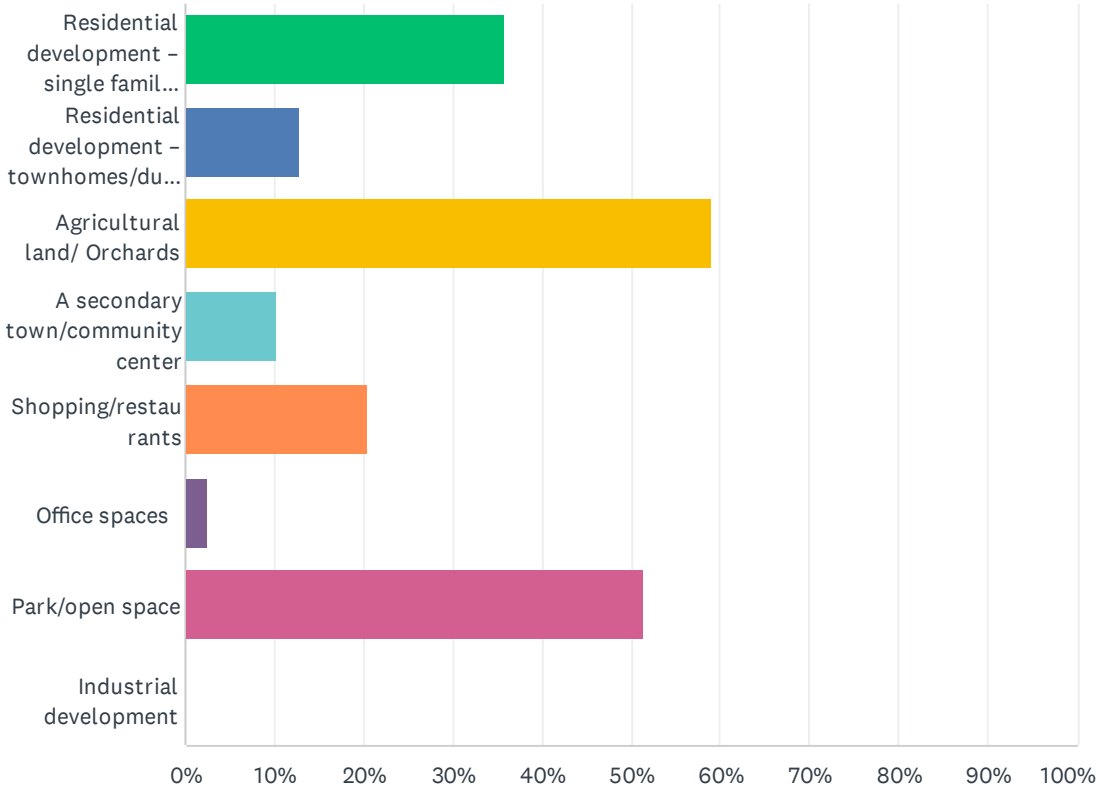
Answered: 39 Skipped: 0



ANSWER CHOICES	RESPONSES
Restaurants	61.54%
Shops	33.33%
Outdoor space for programming	10.26%
Outdoor gathering spaces	38.46%
Community center	33.33%
Employment/offices	7.69%
Housing – townhomes	0.00%
Housing – multifamily	0.00%
High-quality pedestrian environment – wide sidewalks, trees, furniture, lighting	64.10%
Perry heritage elements	28.21%
Public Art	7.69%
Total Respondents: 39	

Q12 What would you like the area south of 3000 South to look like in the future (10+ years)? Select your top-two.

Answered: 39 Skipped: 0



ANSWER CHOICES	RESPONSES
Residential development – single family housing -with access from side streets	35.90%
Residential development – townhomes/duplexes – with access from side streets	12.82%
Agricultural land/ Orchards	58.97%
A secondary town/community center	10.26%
Shopping/restaurants	20.51%
Office spaces	2.56%
Park/open space	51.28%
Industrial development	0.00%
Total Respondents: 39	

APPENDIX E – PROPOSED CORRIDOR AGREEMENT

ACCESS MANAGEMENT FOR US-89, PERRY, UT, MP 429.97 to 433.42

City of Perry
Federal ID No. _____

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this_____ day of_____, 2025, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**": and **Perry City**, a municipal corporation in the State of Utah, hereinafter referred to as the "**LOCAL JURISDICTION".**

RECITALS

WHEREAS, the parties hereto desire to establish an corridor plan for US-89 from MP 429.97 to MP 433.42 within the incorporated limits of Perry City. The purposes are to facilitate traffic flow, maintain safety, be an effective use of right of way, be in accordance with **LOCAL JURISDICTION** future plans including the *Perry City Highway 89 Master Plan, November 2024*, and to be in accordance with **UDOT's** current Access Management Standards and practices.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. US-89, from Maddox Lane at MP 433.42 (approximately 800 feet south of US-91/89) to 3000 South at MP 233.5 (approximately 1/3 mile south of 3600 South) will include a shared use path on the road's west side, when funded.

2. 2000 South west of US-89 will be improved to connect to 775 West (Commerce Way) by City of Perry, when funding is available and subject to further analysis.

3. Raised median will be constructed along selected segments of US-89, when funded. Specific limits of raised median are subject to be refined during detailed design.

    A. From 2600 South to approximately 200' south of 2600 South
    B. Adjacent to Perry Park, from north of 2600 South to 2400 South; raised median will be constructed north and south of a Pedestrian Hybrid Beacon near Perry Park, located south of 2450 South.
    C. From approximately 100' South of 2100 South to 150' north of 2000 South
    D. From Maddox Lane to south of 1750 South

4. Travel lanes within the corridor are expected to remain 12' wide. Final dimensions considering community context, traffic volumes, and speed, will be confirmed as the project improvements proceed to design and construction.

5. Shoulders within the corridor may be reduced to 8' wide. Final dimensions considering community context, traffic volumes, and speed, will be confirmed as the project improvements proceed to design and construction.

6. Intersections with US-89 will be improved to include a traffic signal, when warranted, approved, and funded by **UDOT** in the following priority:

    A. At US-89/2000 South

B. At US-89/2700 South; 3000 South may be considered as an alternative location.

7. New signalized intersections or signalized at-grade pedestrian crossings or Pedestrian Hybrid Beacon will be improved to include bulbouts or curb extensions, where feasible, to narrow the US-89 pedestrian crossing distance.

8. In addition to intersections and access management at locations specified in paragraphs 1-5, **UDOT** may consider other or additional access management measures at locations along US-89 within the city limits. If additional intersections are studied and additional access or signal control is warranted in the future by **UDOT**, there is no guarantee the intersections will be signalized or otherwise improved. It may be necessary to restrict certain types of traffic movements at any intersection or access to maintain traffic flow and improve safety through the corridor.

9. **UDOT**, as part of this access management agreement, requires the following conditions / requirements be met and maintained:

   A. Offsetting of existing and future streets is not encouraged. Local streets should connect to US-89 at 90-degree angles and line up across the intersection. Should there be a need for variation from this standard, an allowable skew of no greater than 15 degrees will be considered.

   B. Every effort possible should be made for existing non-street accesses onto US-89 to be combined and access directed to internal roadway systems and not directly onto US-89. This is to help facilitate traffic flow onto and along US-89 by limiting access onto US-89 from roadway systems and not individual accesses. It is recommended that these accesses be set back from the US-89 intersections consistent with **UDOT's** road classification standards.

   C. Any proposed local right-of-way that is intended to be a road accessing US-89 that does not meet spacing standards may not be approved by UDOT, and at a minimum shall be right-in/right-out, upon evaluation and approval by UDOT.

   D. If existing **UDOT** roadway right of ways, including easements, are proposed to be used by new developments for the construction of deceleration lanes; additional property will be required to be dedicated to **UDOT** so as to preserve right of way for future **UDOT** projects such as roadway widening, shoulders, drainage features, etc.

10. Segments of US-89 within the City limits which are currently designated as No Access, Limited Access, or Regular Right-of-Way are unchanged by this Agreement.

Exhibit A shows the **CONCEPT PLAN**.

   A. The parties shall consider the concepts contained herein during the development of any master plans in this area and work towards the common goal of this Agreement.

City of Perry
Federal ID No. _____

B. In the event there are proposed changes in the provisions covered by this Agreement, a modification to this Agreement approved in writing by all parties is required to place them into effect.

C. The failure of any party to insist upon strict compliance of any of the terms and conditions, or failure to delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

D. Each party represents that it has the authority to enter into this Agreement. This Agreement does not create any type of agency relationship, joint venture, or partnership among the parties.

E. If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law. This Agreement shall not be interpreted or applied to require a violation of any applicable legal rights or obligations. This Agreement may be executed electronically and by counterparts.

IN WITNESS WHEREOF, the parties hereto have cause these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:	**PERRY CITY** Municipal Corporation in the State of Utah
By: Title: Date:	By: Title: Date:

(IMPRESS SEAL)

****

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By:_____
Region One Traffic Operations Engineer

Date:_____

By:_____
Region One Deputy Director

Date:_____

City of Perry
Federal ID No. _____

APPROVED AS TO FORM

This Form Agreement has been previously approved as to form by the office of Legal Counsel for the Utah Department of Transportation

PERRY CITY
ORDINANCE 25-S

FRANCHISE AGREEMENT – ROCKY MOUNTAIN POWER

AN ORDINANCE OF PERRY CITY, UTAH, ADOPTING A FRANCHISE AGREEMENT WITH ROCKY MOUNTAIN POWER FOR CERTAIN USE OF THE PUBLIC RIGHT-OF-WAY; 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, Rocky Mountain Power ("Franchisee") is a corporation that provides energy and electrical services as defined by State Law;

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, improving community well-being, peace and good order for the inhabitants of the City;

WHEREAS, *Utah Code Annotated* §10-8-11 authorizes the City to regulate the use of streets, alleys, avenues, sidewalks, crosswalks, parks and public grounds, prevent and remove obstructions and encroachments thereon;

WHEREAS, the Franchisee desires to operate energy, electrical, and power facilities within the public right-of-way within the City in accordance with the attached Franchise Agreement;

WHEREAS, the City has regulations governing excavation and standards for construction in the public right-of-way;

WHEREAS, the public interest is served by the Franchise Agreement adopted and incorporated herein;

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

Section 1: **Adoption.** The Mayor is authorized to finalize and execute the Franchise Agreement incorporated herein by this reference as set forth in Exhibit "A" attached hereto.

Section 2: **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 remainder shall continue in full force and effect.

Section 3: **Effective date.** This Ordinance will take effect immediately upon mayoral approval and posting.

PASSED AND ADOPTED by the City Council on this ____ day of _____, 2025.

_____
Mayor

VOTING:

Tueller	Yea _-_ Nay ___
Wright	Yea _-_ Nay ___
Ostler	Yea _-_ Nay ___
Walker	Yea _-_ Nay ___
Young	Yea _-_ Nay ___

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 Perry City, hereby certify that foregoing Ordinance was duly passed and adopted, published, and/or posted as provided by State Law.

_____ DATE:_____
City Recorder

FRANCHISE AGREEMENT GRANTING A NON-EXCLUSIVE ELECTRIC UTILITY FRANCHISE
AND GENERAL UTILITY EASEMENT
TO
ROCKY MOUNTAIN POWER

WHEREAS, Rocky Mountain Power, is a regulated public utility that provides electric power and energy to the citizens of Perry City (the "City") and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City;

WHEREAS, the City, pursuant to the provisions of Utah Code Ann. § 10-8-21 has the authority to regulate power line facilities within public ways and to grant to Rocky Mountain Power a general utility easement for the use thereof;

WHEREAS, the City desires to set forth the terms and conditions by which Rocky Mountain Power shall use the public ways of the City;

WHEREAS, the City and Rocky Mountain Power have negotiated this Franchise Agreement Granting a Non-exclusive Electric Utility Franchise and General Utility Easement to Rocky Mountain Power (the "Agreement");

NOW, THEREFORE, be it agreed between the City and Rocky Mountain Power as follows:

SECTION 1. Grant of Franchise and General Utility Easement. The City hereby grants to Rocky Mountain Power the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as "Electric Facilities") in, under, along, over and across the present and future streets, alleys, and rights-of-way, not including City parks, buildings, or other spaces not associated with City-owned rights-of-way (collectively referred to herein as "Public Ways") within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

SECTION 2. Term. The term of this Franchise and General Utility Easement is for twenty (20) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

SECTION 3. Acceptance by Company. Within sixty (60) days after the passage of this Agreement by the City, Rocky Mountain Power shall file an unqualified written acceptance thereof, with the City Recorder otherwise this Agreement and the rights granted herein shall be null and void.

SECTION 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City under this Agreement shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service to City residences; provided, however, that such use shall not unreasonably interfere with Rocky Mountain Power's Electric Facilities or Rocky Mountain Power's rights as granted herein.

SECTION 5. City Regulatory Authority. In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety, and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the laws of Utah, or City Ordinance.

SECTION 6. Indemnification. The City and its officers, contractors, agents, volunteers, or employees shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by Rocky Mountain Power of its Electric Facilities. Rocky Mountain Power shall indemnify, defend, and hold the City and its officers, contractors, agents, volunteers, or employees, harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Rocky Mountain Power's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to Rocky Mountain Power of any claim, demand, or lien with respect to which the City seeks indemnification hereunder; and (b) permit Rocky Mountain Power to assume the defense of such claim, demand, or lien. If such defense is not assumed by Rocky Mountain Power, Rocky Mountain Power shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, Rocky Mountain Power shall not be obligated to indemnify, defend, or hold the City harmless to the extent any claim, demand, or lien arises out of or in connection with any negligent or willful act or failure to act of the City,.

SECTION 7. Annexation.

7.1 Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by Rocky Mountain Power located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

7.2 Notice of Annexation. When any territory is approved for annexation to the City, the City shall, not later than the time provided in Utah law after passage of an ordinance adopting the proposed annexation, provide by certified mail to Rocky Mountain Power: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description

of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

Rocky Mountain Power Customer Contact Center
Attn: Annexations
P.O. Box 400
Portland, Oregon 97207-0400

With a copy to:

Rocky Mountain Power
Attn: Office of the General Counsel
1407 West North Temple, Room 320
Salt Lake City, UT 84116

SECTION 8. Plan, Design, Construction and Installation of Company Facilities.

8.1 All Electrical Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state, and city laws, codes and regulations.

8.2 Except in the case of an emergency, Rocky Mountain Power shall, prior to commencing new construction or major reconstruction work in the Public Ways, apply for any permit from the City as may be required by the City's ordinances, standards, or codes, which permit shall not be unreasonably withheld, conditioned, or delayed. Rocky Mountain Power will abide by all applicable ordinances and all reasonable rules, regulations, and requirements of the City, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs. Permit applications under this part are to be completed online via the City's website and Rocky Mountain Power shall pay a basic administrative fee for the same.

8.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

8.4 If, during the course of work on its Electrical Facilities, Rocky Mountain Power causes damage to or alters the Public Way or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

8.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

8.6 The City shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for City wires used in connection with its public safety alarms, cameras or security systems, or other public lines used by the City solely for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of internet, or similar services not for City use. Provided further, that Rocky Mountain Power shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same. Nothing herein shall be construed to require Rocky Mountain Power to increase pole size, or alter the manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky Mountain Power shall have the right to inspect, at the City's expense, such attachments to ensure compliance with this Section 8.6 and to require the City to remedy any defective attachments.

8.7 Rocky Mountain Power shall have the right to excavate the Public Rights of Ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the City of such work by written notice and shall allow the City, at its own expense, (to include a pro rata share of the trenching costs), to share the trench of Rocky Mountain Power to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with Rocky Mountain Power's Electrical Facilities or delay project completion.

8.8 Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the City shall give written notice to Rocky Mountain Power.

SECTION 9. <u>Relocations of Electric Facilities</u>.

9.1 The City reserves the right to require Rocky Mountain Power to relocate its Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, Rocky Mountain Power shall promptly commence the relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. The City may assign or otherwise transfer to Rocky Mountain Power any rights it may have to recover the cost for the relocation work and shall support the efforts of Rocky Mountain Power to obtain reimbursement where authorized.

9.2 Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of

facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall not be required to pay relocation costs in connection with a road widening or realignment resulting from a private development not affiliated with a City a project.

SECTION 10. Subdivision Plat Notification. Before the City approves any new subdivision and before recordation of the plat, the City shall obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and associated rights of way depicted on the plat. A copy of the plat shall be mailed for approval to Rocky Mountain Power:

Rocky Mountain Power
Attn: Estimating Department
Local Address _____
Local Address _____

Section 11. Vegetation Management. Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, to prevent the branches, limbs or other part of such trees or vegetation from interfering with Rocky Mountain Power's Distribution or Transmission Electrical Facilities. Such work shall comply with the American National Standard for Tree Care Operation (ANSI A300) and be conducted under the direction of an arborist certified with the International Society of Arboriculture. Rocky Mountain Power may also cut down and remove any tree located in the Public Ways which poses a risk to public safety or service reliability. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing. Trees planted in the Public Ways under or near existing Rocky Mountain Power's Distribution or Transmission Electrical Facilities should not interfere with such Electrical Facilities at the tree's full maturity height. Rocky Mountain Power, when removing one or more City street trees in the Public Ways, shall provide a voucher or other consideration to the City for the replacement the City's tree(s) removed subject to the City following Rocky Mountain Power planting guidelines for the replaced tree(s). For guidance on tree species selection, see Rocky Mountain Power's planting guidelines www.Rockymountainpower.net/trees.

SECTION 12. Renewal. At least 120 days prior to the expiration of this Franchise, Rocky Mountain Power and the City either shall agree to extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. Rocky Mountain Power shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

SECTION 13. No Waiver. Neither the City nor Rocky Mountain Power shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 14. Transfer of Franchise. Rocky Mountain Power shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power's obligations hereunder, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage. pledge, hypothecate or otherwise transfer without consent its interest in this Franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power: (1) has obligations for borrowed money or in respect of guaranties thereof, (2) has obligations evidenced by bonds, debentures, notes or similar instruments, or (3) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

SECTION 15. Amendment. At any time during the term of this Franchise, the City through its City Council, or Rocky Mountain Power may propose amendments to this Franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

SECTION 16. Notices. Unless otherwise specified herein, all notices from Rocky Mountain Power to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to Rocky Mountain Power pursuant to or concerning this Franchise shall be delivered to the following address and such other address as Rocky Mountain Power may advise the City of by written notice:

Regional Business Management Director
Rocky Mountain Power
852 East 1400 North
Shelley, Idaho, 83274

SECTION 17. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 18. Waiver of Jury Trial and Alternative Dispute. To the fullest extent permitted by law, each of the Parties to this Agreement waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each Party further waives any right to consolidate any action in which a jury trial

has been waived with any other action in which a jury trial cannot be or has not been waived. The Parties agree to mediate any dispute arising under this Agreement.

PASSED by the City Council of the City of _____, Utah this ____ day of _____, 2025

FOR PERRY CITY:

_____

Mayor

ATTEST:

_____

City Recorder

APPROVED AS TO FORM:

_____

City Attorney

FOR ROCKY MOUNTAIN POWER:

_____

Authorized Agent

PERRY CITY
ORDINANCE 2025-T

FRANCHISE AGREEMENT – COMCAST

AN ORDINANCE OF PERRY CITY, UTAH, ADOPTING A FRANCHISE AGREEMENT WITH COMCAST FOR CERTAIN USE OF THE PUBLIC RIGHT-OF-WAY; 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, Comcast ("Franchisee") is a corporation that provides cable and telecommunication services as defined under Federal and State Law;

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, improving community well-being, peace and good order for the inhabitants of the City;

WHEREAS, *Utah Code Annotated* §10-8-11 authorizes the City to regulate the use of streets, alleys, avenues, sidewalks, crosswalks, parks and public grounds, prevent and remove obstructions and encroachments thereon;

WHEREAS, the Franchisee desires to install, maintain, and operate certain cable and telecommunication facilities within the public right-of-way within the City in accordance with the attached Franchise Agreement;

WHEREAS, the City has regulations governing excavation and standards for construction in the public right-of-way;

WHEREAS, the public interest is served by the Franchise Agreement adopted and incorporated herein;

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

Section 1: **Adoption.** The Mayor is authorized to finalize and execute the Franchise Agreement incorporated herein by this reference as set forth in Exhibit "A" attached hereto.

Section 2: **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 remainder shall continue in full force and effect.

Section 3: **Effective date.** This Ordinance will take effect immediately upon mayoral approval and posting.

PASSED AND ADOPTED by the City Council on this ____ day of _____, 2025.

_____
Mayor

VOTING:

Tueller	Yea _-_ Nay ___
Wright	Yea _-_ Nay ___
Ostler	Yea _-_ Nay ___
Walker	Yea _-_ Nay ___
Young	Yea _-_ Nay ___

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 Perry City, hereby certify that foregoing Ordinance was duly passed and adopted, published, and/or posted as provided by State Law.

_____ DATE:_____
City Recorder

FRANCHISE AGREEMENT

BETWEEN

PERRY CITY

AND

COMCAST OF CALIFORNIA/MASSACHUSETTS/MICHIGAN/UTAH, LLC,

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FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between Perry City (hereinafter, "City" as Franchising Authority and Grantor), Comcast Of California/Massachusetts/Michigan/Utah, LLC, (hereinafter, "Grantee").

The City, having determined that the financial, legal, and technical ability of the Grantee is sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), unless otherwise defined herein.

1.1. "Basic Service" is the level of programming service which includes, at a minimum, all Broadcast Channels and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.2. "Customer" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee's express permission.

1.3. "Effective Date" means the date on which all persons necessary to sign this Agreement in order for it to be binding on both parties have executed this Agreement as indicated on the signature page(s) unless a specific date is otherwise provided in the "Term" section herein.

1.4. "FCC" means the Federal Communications Commission, or successor governmental entity thereto.

1.5. "Franchise" means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

1.6. "Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

1.7. "Franchise Area" means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.8. "Franchising Authority" means the City or the lawful successor, transferee, designee, or assignee thereof.

1.9. "Grantee" shall mean Comcast Of California/Massachusetts/Michigan/Utah, LLC.

1.10. "Gross Revenue" means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles (GAAP). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

1.11. "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

1.12. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the Franchise Area, which shall entitle the City and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the City and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

SECTION 2 - Grant of Authority

2.1. The City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits,

vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.1.1. Subject to federal and state preemption, the provisions of this Franchise constitute a valid and enforceable contract between the parties. The material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendment to any ordinance, rule, regulation, or other enactment of the City, except in the lawful exercise of the Franchising Authority's police power.

2.1.2. Notwithstanding any other provision of this Franchise, Grantee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the City that conflicts with its contractual rights under this Franchise, either now or in the future.

2.2. Term of Franchise.

The term of the Franchise granted hereunder shall be Ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.

2.3. Renewal.

Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and City are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and City shall continue to comply with all obligations and duties under the Franchise.

2.4. Reservation of Authority.

Nothing in this Franchise Agreement shall: (i) abrogate the right of the City to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (iii) be construed as a waiver or release of the rights of the City in and to the Public Ways.

SECTION 3 – Construction and Maintenance of the Cable System

3.1. Permits and General Obligations.

The Grantee shall be responsible for obtaining, at its own cost and expense, all generally applicable permits, licenses, or other forms of approval or authorization

necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way. Grantee agrees to conduct its operation and maintenance in accordance with any applicable City codes. Any damage to other properties and/or utilities, including City facilities, by Grantee under this Franchise Agreement shall be restored and/or repaired at the sole expense of Grantee acceptable to City. For restoration, the restoration shall be made reasonably comparable to the original condition.

3.2. Conditions of Street Occupancy.

3.2.1. New Grades or Lines.

If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the City (which shall not be less than ten (10) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds, other than City, are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the City shall notify Grantee of such funding and make available such funds to the Grantee.

3.2.2. Relocation at request of Third Party.

The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the City to move any structure, temporarily move its wires to permit the moving of such structure; provided: (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.2.3. Restoration of Public Ways.

If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

3.2.4. Safety Requirements.

The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery.

The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming.

3.2.6. Aerial and Underground Construction.

At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.7. Undergrounding and Beautification Projects.

In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

3.3. Extensions of the Cable System

Nothing in this Agreement requires Grantee to build to all areas of the City. Grantee retains the discretion to determine the scope, location, and timing of the design

and construction of its network, as well as the windows during which residential Subscribers may enroll for services, so long as such decisions are consistent with this Section. Grantee, at its sole discretion, may determine separately defined geographic areas within the Franchise Area where its System will be deployed, services will be offered, or facilities will be upgraded.

SECTION 4 - Service Obligations

4.1. Programming.

The Grantee shall offer to all Customers a diversity of video programming services.

4.2. No Discrimination.

The Grantee shall not discriminate or permit discrimination between or among any Persons in the availability of Cable Services or other services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

4.3. New Developments.

The City shall provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The City agrees to require the developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least ten (10) business days written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Grantee shall not be required to utilize any open trench.

SECTION 5 - Fees and Charges to Customers

5.1. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

SECTION 6 - Customer Service Standards; Customer Bills and Privacy Protection

6.1. Customer Service Standards.

The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

6.2. Customer Bills.

Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that: (i) is not misleading, and (ii) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

6.3. Privacy Protection.

The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 7 - Oversight and Regulation by Franchising Authority

7.1. Franchise Fees.

The Grantee shall pay to the City a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other video service provider providing service in the Franchise Area. The payment of franchise fees shall be made on an annual basis and shall be due forty-five (45) days after the close of each calendar year. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.

7.2. Franchise Fees Subject to Audit.

7.2.1. Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the City shall have the right to inspect the Grantee's financial records used to calculate the City's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the City receives such payment, after which period any such payment shall be considered final.

7.2.2. Upon the completion of any such audit by the City, the City shall provide to the Grantee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the

Grantee shall have thirty (30) days from the receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the City by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

7.2.3. Any "Finally Settled Amount(s)" due to the City as a result of such audit shall be paid to the City by the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the City shall have no further rights to audit or challenge the payment for that period. The City shall bear the expense of its audit of the Grantee's books and records.

7.3. Oversight of Franchise.

In accordance with applicable law, the City shall have the right on active work sites, or where a problems exits and in the presence of Grantee's employee after requesting Grantee to be present to inspect the construction and maintenance of the Cable System in the Franchise Area as necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement.

7.4. Technical Standards.

The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The City shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules.

7.5. Maintenance of Books, Records, and Files.

7.5.1. Books and Records.

Throughout the term of this Franchise Agreement, the Grantee agrees that the City may review the Grantee's books and records regarding customer service performance levels in the Franchise Area to monitor Grantee's compliance with the provisions of this Franchise Agreement, upon reasonable prior written notice to the Grantee, at the Grantee's business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. All such documents that may

be the subject of an inspection by the City shall be retained by the Grantee for a minimum period of three (3) years, or as may otherwise be provided in the state retention schedule.

7.5.2. Proprietary Information.

Notwithstanding anything to the contrary set forth in this Section, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to competitively sensitive. Grantee may make proprietary, private, protected, or confidential information available for inspection but not copying or removal by the City's representative. In the event that the City has in its possession and receives a request under a state "sunshine or open records," public records, or similar law for the disclosure of information the Grantee has designated as confidential, private, protected, trade secret, or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request.

SECTION 8 – Transfer of Cable System or Franchise or Control of Grantee

8.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for: (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

SECTION 9 - Insurance and Indemnity

9.1. Insurance.

Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the City certificates of insurance designating the City Authority and its officers, boards, commissions, councils, elected officials, agents, volunteers, and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of Two Million Dollars ($2,000,000.00) for bodily injury or death to any one person, and Two Million Dollars ($2,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and Two Million Dollars ($2,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the City from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

9.2. Indemnification.

The Grantee shall indemnify, defend and hold harmless the City, its officers, contractors, volunteers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the City shall give the Grantee written notice of its obligation to indemnify and defend the City within fifteen (15) business days of receipt of a claim or action pursuant to this Section. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City. Notwithstanding the foregoing, the Grantee shall not indemnify the City for any damages, liability or claims resulting from the willful misconduct or negligence of the City.

SECTION 10 - System Description and Service

10.1. System Capacity.

During the term of this Agreement the Grantee's Cable System shall be capable of providing a minimum of eighty-five (85) channels of video programming with satisfactory reception available to its customers in the Franchise Area.

10.2. City Service Assistance. Grantee may provide a mutually agreed upon grant to City for the purpose of funding capital expenditures to assist City in better communicating with and connecting to the community. Any such grant will be considered an in-kind Franchise Fee and must be recovered in accordance with Federal law and

regulations as well as must not exceed the Federal limitation of the Franchise Fee maximum of 5%.

10.3 Emergency Use. In accordance with FCC Regulations, Part 11, Subpart D, Section 11.51, and other applicable law, the Grantee shall provide City emergency access.

SECTION 11 - Enforcement and Termination of Franchise

11.1. Notice of Violation or Default.

In the event the City believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

11.2. Grantee's Right to Cure or Respond.

The Grantee shall have forty-five (45) days from the receipt of the City's written notice: (i) to respond to the Franchising Authority, contesting the assertion of noncompliance or default; or (ii) to cure such default; or (iii) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

11.3. Public Hearing.

In the event the Grantee fails to respond to the City's notice or in the event that the alleged default is not remedied within forty-five (45) days, or the date projected by the Grantee, the City shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the City. The City shall notify the Grantee in writing at least ten (10) days prior to the public hearing of the date, time, and place of such public hearing and provide the Grantee with a reasonable opportunity to be heard.

11.4. Enforcement.

Subject to applicable federal and state law, in the event the City, after such public hearing, determines that the Grantee is in default of any material provision of the Franchise, the City may:

11.4.1. seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or

11.4.2. in the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including two or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the City shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the City "de novo" and to modify or reverse such decision as justice may require.

11.5. Technical Violation.

The City agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

11.5.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

11.5.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 12 – Competitive Equity

12.1. Purposes.

The Grantee and the City acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone

companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the law, the Grantee and the City have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind.

12.2. New Video Service Provider.

12.2.1. Notwithstanding any other provision of this Agreement or any other provision of law, if any Video Service Provider ("VSP"): (i) enters into any agreement with the City to provide video services to subscribers in the City, or (ii) otherwise begins to provide video services to subscribers in the City (with or without entering into an agreement with the City), the City, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to subscribers in the Franchise Authority under the same terms and conditions as apply to the new VSP to the extent justified by the VSP being similarly situated to the Grantee with respect to the City. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) with such agreement containing similar terms and conditions as are applicable to the VSP.

12.2.2. If there is no written agreement or other authorization between the new VSP and the City, the City should have a reasonable time to enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Grantee and other VSPs, considering the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the City.

12.3. Subsequent Change in Law.

If there is a change in federal, state or local law that provides for a new or alternative form of authorization for a VSP to provide video services to subscribers in the City, or that otherwise changes the nature or extent of the obligations that the City may request from or impose on a VSP providing video services to subscribers in the City, the City agrees that, notwithstanding any other provision of law, upon Grantee's written request the City shall: (i) permit the Grantee to provide video services to subscribers in the City on the same terms and conditions as are applicable to a VSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Grantee and other VSPs, taking into account the conditions under which other VSPs are permitted to provide video services to subscribers in the City. The City and the Grantee shall implement the provisions of this Section within sixty (60) days after the Grantee submits a written request to the City. Notwithstanding any provision

of law that imposes a time or other limitation on the Grantee's ability to take advantage of the changed law's provisions, the Grantee may exercise its rights under this Section at any time, but not sooner than thirty (30) days after the changed law goes into effect.

12.4 Effect on This Agreement.

Any agreement, authorization, right or determination to provide video services to subscribers in the City under Sections 12.2 or 12.3 shall supersede this Agreement, and the Grantee, at its option, may terminate this Agreement or portions thereof, upon written notice to the City, without penalty or damages.

12.5 The term "Video Service Provider" or "VSP" shall mean any entity using the public rights-of-way to provide multiple video programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include, but, is not limited to, any entity that provides cable services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

SECTION 13 - Miscellaneous Provisions

13.1. Force Majeure.

The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

13.2 Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeiture or revocation of the Agreement for violations of the Agreement where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Grantor and/or Subscribers.

13.3. Notice.

All notices shall be in writing and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

Perry City
1950 S Hwy 89
Perry, Utah 84302

To the Grantee:

Comcast of California/Massachusetts/Michigan/Utah, LLC
Attn: Government Affairs
96020 South 300 West
Sandy UT 84070

with a copy to:

Comcast Cable
Attn.: Government Affairs Department
1701 John F. Kennedy Blvd.
Philadelphia, PA 19103

13.3. Entire Agreement.

This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

13.4. Severability.

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

13.5. Governing Law.

This Franchise Agreement shall be deemed to be executed in the State of Utah, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Utah, as applicable to contracts entered into and performed entirely within the State.

13.6. Modification.

No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution or order by the City, as required by applicable law.

13.7. No Third-Party Beneficiaries.

Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

13.8. No Waiver of Rights.

Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For Franchising Authority:

By: _____

Name: _____
Title: _____

Date: _____

Attest: _____
Title: _____

For Grantee:

By:_____

Name: _____
Title: _____

Date: _____

PERRY CITY COUNCIL MEETING
PERRY CITY OFFICES
August 28, 2025 7:00 PM

OFFICIALS PRESENT:	Mayor Kevin Jeppsen, Council Member Dave Walker, Council Member Blake Ostler, Council Member Nathan Tueller and Council Member Ashley Young (online)
OFFICIALS ABSENT:	Council Member Toby Wright
CITY STAFF PRESENT:	City Recorder/Finance Director Shanna Johnson, City Administrator Bob Barnhill, Chief Scott Hancey, Sergeant Mark Jordan, Officer Tiana Navarrete, and Deputy Recorder Misty Moesser
OTHERS PRESENT:	Erik Matoter, Francia Navarrete, Marco Navarrete and Carlye Navarrete
ON-LINE:	None

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

B. Oath of Office- Police

Chief Scott Hancey introduced the department's newest officer, Tiana Navarrete, who comes from the Weber State Police Academy.

City Recorder Shanna Johnson administered the oath of office, noting that the oath dates back to colonial times in 1789 and represents a public commitment that binds officials to the people they serve. Officer Navarrete took the oath, and her parents were present to pin her badge following the oath ceremony.

ITEM 3: PUBLIC HEARINGS

A. Resolution 2025-18 Amending Fiscal Year 2025-2026 Budget

Finance Director Shanna Johnson provided a presentation outlining the proposed budget amendments. She explained that many of the amendments were to clean up items and move funds forward from the prior fiscal year, including:

- Perry Park tree maintenance ($11,000) planned in the previous fiscal year but not completed until July

- Street sweeper purchase ($99,000) budgeted in FY25 but not completed until July, affecting both the general fund under streets and the storm drain fund (with $49,500 being moved forward in each of the funds).
- Addition of $2,000 from an ICAC grant (Internet Crimes Against Children)
- Addition of $72,000 for the Hemco contract under community development, which continues through April 2026
- Park impact fees for Mountain View Park, showing the transfer from general fund as a cleanup item
- Transfer of restricted transit district funds to UTA, as Perry City is part of the transit district
- Additional $24,044.26 for the wastewater treatment plant lead operator position after the first candidate declined the offer

Ms. Johnson explained the revenue sources for these amendments:

- $180,294 from unrestricted fund balance in general fund, with $94,500 being money not spent in FY25 (She noted that even after using this fund balance, the city would still maintain 23% in unrestricted fund balance).
- $49,500 in storm drain available cash rolled from FY25
- $24,044.26 in sewer fund available cash, with a note that rates would need to be raised in FY27 to ensure debt coverage

The Public Hearing was opened at 7:11PM.

No public comments were made.

The Public Hearing was closed at 7:12PM.

ITEM 4: ACTION ITEMS

A. Resolution 2025-18 Amending the Fiscal Year 2025-2026 Budget

Following the public hearing, the Council discussed the budget amendments. Council Member Ostler asked for clarification about the UTA funds, expressing concern about money passing through the city's accounts that wasn't the city's tax. Ms. Johnson explained that the city annexed into the transit district long ago, therefore district related tax is due to the UTA. She explained that when the county passed the transit tax, those funds were distributed to the City, to be transferred to the transit district. Because of this the funds need to be shown coming into the city and then transferred to UTA.

The Council discussed at length their discomfort with the UTA tax flowing through city accounts. Mayor Jeppsen suggested they could still negotiate with the county to have the tax commission distribute the funds directly to UTA. The Council agreed to pass the budget amendment but directed staff not to transfer the UTA funds until after the city receives its expected $250,000 reimbursement from UTA for a road project. The Council noted that UTA hasn't requested the $322,000 of their funds the city currently holds and suggested using this as leverage to ensure UTA processes the city's reimbursement request promptly.

Ms. Johnson clarified that the budget amendment would show the funds being transferred to UTA during the fiscal year, but that the actual transfer could wait until the reimbursement was received, as long as the transfer occurs by the end of the fiscal year in June.

City Administrator Bob Barnhill explained that Hemco was contracted primarily to obtain a million-dollar water grant, which they accomplished, and they are now working on obtaining additional land around the gun range and exploring a west side frontage road from Willard Bay through Perry and Brigham to the Golden Spike Monument and bird refuge.

MOTION: Council Member Tueller made a motion to approve Resolution 2025-18- Amending the Fiscal Year 2025-2026 Budget. Council Member Walker seconded the motion.

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

Motion Approved. 4 Yes, 0 No

B. Ordinance 25-F Zone Change Request from NC2 to R1 located at approximately 405 W 1850 S Parcel #03-157-0015, Applicant: Irv Maddox

Mr. Barnhill presented a zone change request from Irv Maddox for property located at approximately 405 W 1850 S. The property is currently zoned Neighborhood Commercial 2 (NC2) and contains the Maddox restaurant as well as two existing single-family residences. The request would change the zoning of only the area around these two homes to Residential 1 (R1).

Mr. Barnhill explained that the purpose of the zone change was to allow the property owner to subdivide the two homes onto their own lots, potentially for separate ownership or sale. The current NC2 zoning doesn't have standards for single-family homes because such uses aren't permitted in that zone. The R1 zone would require 10,000 square foot lots, which the two existing home sites meet.

The Planning Commission held a public hearing with no public comments and recommended approval with a 5-0 vote.

Council Members discussed concerns about "spot zoning," with Mr. Barnhill explaining that while spot zoning is generally not best practice, this situation is unique because the residential use already exists as a grandfathered, non-conforming use. The zone change would simply accommodate the existing use and bring it into compliance.

Council Member Walker asked if approving the zone change would require the property owner to immediately fix any non-conforming issues. Mr. Barnhill clarified that the property would be allowed to continue as-is until the owner applies for new land use applications.

MOTION: Council Member Tueller made a motion to approve Ordinance 25-F. Council Member Young seconded the motion.

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

Motion Approved. 4 Yes, 0 No

C. Ordinance 25-M Zone Change Request from NC3 to R1/3 located at 989 W 3450 S Parcel #02-077-0006, Applicant: Nathan Erickson

Mr. Barnhill presented a second zone change request from Nathan Erickson for property located at 989 W 3450 S. The property is currently zoned part Neighborhood Commercial 3 (NC3) and part Commercial, and the request was to change it to Residential 1/3 (R1/3).
Mr. Barnhill explained that the property is a flag lot with an existing accessory building. The owner wishes to convert this building to a residential use, which requires the zone change. The property is approximately two-thirds of an acre, which meets the R1/3 zone requirements.

Mr. Barnhill noted that this zone change aligns with the city's general plan update, which moved away from commercial zoning in the south end of the city in favor of residential uses. He explained that while the property is on a gravel road with water service available, there is no sewer in the area, so the owner is working with the city engineer on the feasibility of a septic system.

Council Member Ostler asked if there was a clear path for the applicant to achieve their goal of creating a residence from the existing building. Mr. Barnhill confirmed that there were no significant roadblocks, and the owner has already received approval for some renovations pending the zone change. The nearest sewer line is 900 feet away, beyond the 300-foot connection requirement, so a septic system would be allowed.

MOTION: Council Member Walker made a motion to approve Ordinance 25-M. Council Member Tueller seconded the motion.

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

Motion Approved. 4 Yes, 0 No

ITEM 4: Discussion Items

A. Fiscal Year 2025-2026 Budget Update- July 2025

Ms. Johnson provided a budget update for July 2025, noting the city was 8% through the fiscal year. Key points included:

- General Fund: 3% of revenues collected and 10.3% of expenses spent, with some expenses that will be moved to FY25 and some annual payments made upfront (like the fire contract at 88% spent)
- Sewer Fund: 7% of revenues collected and 7.5% of expenses spent
- Water Fund: 18% of revenues collected (high due to summer water usage) and 5.5% of expenses spent
- Storm Drain Fund: 6% of revenues collected and 29% of expenses spent (high due to annual cleaning contract that will be moved to FY25)
- Garbage Fund: 8% of revenues collected and 1.8% of expenses spent

Ms. Johnson also reported that the final FY25 sales tax collections were 3.82% higher than the previous year, which was $10,322 more than budgeted and $70,953 more than the prior year.

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

A. Approval of Consent Items

- July 10, 2025, City Council Meeting Minutes
- August 14, 2025 City Council Meeting Minutes

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

All Council Members were in favor.
Motion Approved.

B. Mayor's Report

None

C. Council Reports

Council Member Tueller reported on the sewer board meeting with the new treatment plant manager, Ruben Van Tassell. The board took a tour of the plant and were impressed with the improvements made. Council Member Tueller praised the work of the staff, particularly Zach who had managed the plant until Tanner Sears was hired in July, followed by Ruben on August 1st. He noted that Ruben has already read about 50% of the operations and maintenance manuals and scheduled meetings with equipment suppliers to better understand the plant operations.

D. Staff Comments

Ms. Johnson thanked the Mayor for supporting her attendance at a law enforcement funeral and commended the city's officers for their support of Tremonton and representation at important community events.

Chief Scott Hancey reported that outside agencies would be covering the entire county during the second (Tremonton officer's) funeral, allowing local officers to attend.

Mr. Barnhill provided an update on the 1200 West construction with the trail, acknowledging it has been challenging for residents but noting that increased crews are on site and they are working with utilities to move forward with the project. He also mentioned that Brigham City would be taking over building services from Jones and Associates starting the following week.

E. Planning Commission Report

None

ITEM 7: CLOSED SESSION

Not needed.

ITEM 8: ADJOURNMENT

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

Motion Approved. All Council Members were in favor.

The meeting adjourned at 8:21PM.

Kevin Jeppsen, Mayor

Shanna Johnson, City Recorder

Misty Moesser, Deputy Recorder

OFFICE OF THE
STATE AUDITOR

Questionnaire

Revised December 2020

Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking "Yes" on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked "Yes" and enter the total on the "Total Points Earned" line.
- Based on the points earned, circle/highlight the risk level on the "Risk Level" line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

Fraud Risk Assessment

Continued

*Total Points Earned: 370 /395 *Risk Level:

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

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

*Entity Name: Perry city

*Completed for Fiscal Year Ending: 2025 *Completion Date: 9/9/2025

*CAO Name: Mayor, Kevin Jeppsen *CFO Name: Shanna S. Johnson

*CAO Signature: Kevin Jeppsen *CFO Signature: Shanna S Johnson

*Required

OFFICE OF THE
STATE AUDITOR

Questionnaire

Revised December 2020

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered "Yes" or "No" with mitigating controls ("MC") in place, or "N/A," the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered "Yes." 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

☹ If any of the questions were answered "No," and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity's governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity's place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

Basic Separation of Duties

See the following page for instructions and definitions.

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

* MC = Mitigating Control