PERRY CITY COUNCIL MEETING AGENDA
Thursday, October 23, 2025

City Council Chambers, 1950 South Highway 89 (south entrance)
To view Zoom live meeting visit:
http://www.perrycityut.gov/whats-new.htm.htm

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

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

Approx. 6:00PM – City Council & Planning Commission Work Session

1. **Land Use & Development Agreements**

Approx. 7:00 PM – Regular City Council Meeting

1. **Call to Order**

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

3. **Action Items**
   - **A.** Ordinance 25-N Zone Change Request from IC to Development Overlay for Jeremy Whitaker

4. **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
   - **B.** Mayor's Report
   - **C.** Council Reports
   - **D.** Staff Comments
   - **E.** Planning Commission Report

5. **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.

6. **Approx. 8:00 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 16th 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

Staff Report

October 23, 2025

Work Session

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

Work Session Notes

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

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

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

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

Summary

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

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

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

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

Conformance to General Plan and Code Compliance

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

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

The purpose of this chapter is to provide procedures and minimum standards for the review, consideration, and possible approval of development agreements by the City Council. The purpose of development agreements is to allow exceptions or changes to the current code for a specific development, respond to unique aspects of a property or development, further city priorities, bind the Subdivider to agreed upon Improvements and Infrastructure and other development parameters, and above all, create better developments than what could be had without a development agreement. A development agreement may only be approved, if in the opinion of the City Council, such agreement is found:

To recognize the intended character of the subject property by tailoring development standards and requirements that provide more desirable land use planning and regulatory standards than would be possible under the city's existing ordinances: and to advance the policies and adopted plans of the City.

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

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

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

- Playground equipment: An image of a budget piece of playground equipment was provided. It appears the plan view shows a swing set as well. Staff recommends considering the selection of a better grade of equipment or taking cash in lieu of equipment, although it may still be best to have the

developer install the curbing and fall material.

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

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

Considerations and Recommendations

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

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

Meets Criteria for R1/3 Conservation Subdivision:

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

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

N

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

BASIN DEVELOPMENT

PERRY CITY
ORDINANCE NO. 25-N

ZONING MAP AMENDMENT

AN ORDINANCE OF PERRY CITY, UTAH, AMENDING THE ZONING MAP FOR A CERTAIN PARCEL WHERE AN ZONING AMENDMENT APPLICATION WAS FILED; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the City received an Application to Amend the Zoning Map add the Development Overlay zoning district with a development agreement;

WHEREAS, after publication of the required notice the Planning Commission held its public hearing on June 5, 2025, to take public comment on the proposed ordinance; and following additional public meetings the Planning Commission gave its recommendation to deny this Ordinance;

WHEREAS, the City Council received the recommendation from the Planning Commission and held its public meeting on October 23, 2025;

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

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

Section 2: **Zoning Map Amendment.** The Official Zoning Map of Perry City, Utah, is hereby amended to add the Development Overlay zone on the following property(s) located at approximately 910 S and 950 S 1600 W: #03-236-0026 and #03-236-0027.

Section 3: **Adoption of Development Agreement and Site Plan.** A Development Agreement, Exhibit "A" is approved with the application of the Development Overlay Zone. The associated Site Plan accompanying this Development Agreement is attached hereto as Exhibit "B" and incorporated herein by this reference. The Site Plan submitted for

approval shall be substantially similar to the Site Plan adopted in this Section or the Development Overlay zoning district shall immediately and automatically be removed from the property identified in Section 2 and the development agreement shall immediately be null and void.

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

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

PASSED AND ADOPTED by the City Council on this ____ day of _____, 20__.

_____
Mayor

ATTEST:

_____
City Recorder

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

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

_____ DATE:_____
City Recorder

Staff Report

October 02, 2025

Perry City Council

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

Summary

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

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

Conformance to General Plan and Code Compliance

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

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

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

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

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

and consider.

- The proposal indicates the storage units will be constructed first (within 24 months), followed by the car wash, Pad Site 1, and finally pad site 2 (within 60 months).

- 15.19.050.8 requires parking to be in the rear of the buildings. The site plan does not conform to this. It is unclear if the proposed site plan will meet our landscape requirements. It appears that they are including the large drainage easement around the property as landscape area, although it doesn't appear to indicate any specific landscape improvements. Additionally, we have not received any architectural details regarding the buildings. Unless noted otherwise, the agreement should require full compliance with our landscape and architectural requirements and the rest of the site plan regulations and approval processes. Note: During the Planning Commission review, the property owner indicated they would comply with our site design requirements, but they have not updated the plans accordingly.

- Recital 'A': The proposal appears to be conditioned upon the developer purchasing the property, but this is not entirely clear. Development agreements typically run with the land regardless of ownership.

- No expiration provided.
- Recital 'D': This recital, regarding the city's desires for the project, should be removed unless it is determined that the city actually desires this.

- 1.1: Update to correct city address

- 3.1: Exhibit B is unclear and no legal description is provided.

- 3.2.1: Allows for broad changes after approval. Changes should be limited to 'de minimis' changes.

- Many references are made to obtaining a zone change when it should refer to approval of the development agreement.

- 3.2.2: Many references are made to what the developer 'intends' to do. This agreement is a contract and should refer to what the developer 'shall' do.

- 3.2.2 'd' and 'e': This section references Pad Site 1 and 2. The site plan does not indicate which areas are Pad Site 1 and 2.

- 3.2.4: Requires the city to record the plat within 30 days of submission. This is not possible to contractually guarantee. They may submit a plat and final drawings that need significant revisions and the time frame for approval is primarily dependent upon the developer's design team, completeness of drawings, and responsiveness to review comments.

- 3.3: Exhibit C is missing. The City cannot commit to approving signage on someone else's property as requested (I-15 sign). This type of signage would be considered a billboard and should go through the standard process for such.

- 4.1: States that the property will change to the M/IL zoning district, which has not been requested. The underlying IC zoning will remain with the overlay district in addition to the base zoning.

- 4.3: Requires the city to schedule special meetings for their applications to meet their deadlines. The developer should take accountability to ensure they have their applications

submitted and their drawings complete in time to meet their deadlines. The developer could theoretically force the city into a breach of contract by demanding a special meeting on an infeasible timeline.

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

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

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

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

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

Planning Commission

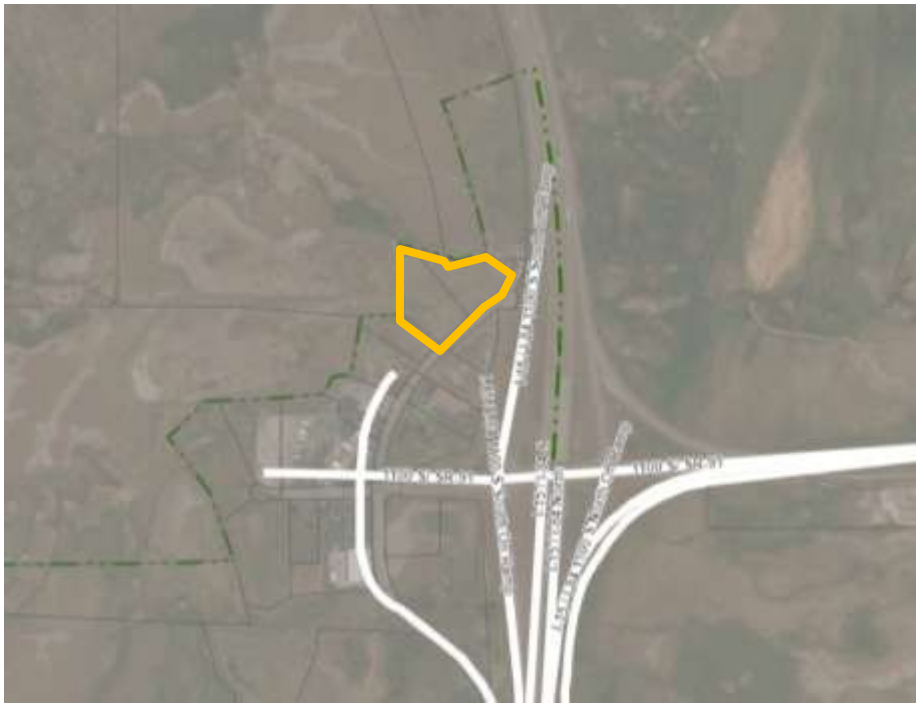
Planning Commission held a public hearing and considered this application over the course of three meetings. Planning Commission reviewed several items of concern with the applicant. After the first meeting the applicant provided a copy of the site plan that was approved by City Council previously. Otherwise, no updates were provided by the applicant nor did any correspondence or coordination occur with the applicant. No concerns were addressed in writing or with an updated site plan or development agreement.

Planning Commission had concerns with the provisions of the development agreement (see concerns above), lack of details and compliance to code with the site plan, and the timing of the development (storage units completed first). Notwithstanding these concerns the main concern was the fact that the retail component of the proposal is already allowed in the zone; with that in mind Planning Commission did not see any return benefits provided by the developer for allowing storage units. Planning Commission recommended denial with a 4-0 vote.

Considerations and Recommendations

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

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



DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

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

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

ARTICLE I
DEFINITIONS

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

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

1.2 "**City Council**" means the Perry City Council.

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

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

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

1.6 "**Planning Commission**" means the Perry City Planning Commission.

ARTICLE II
CONDITION PRECEDENT

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

ARTICLE III
PRELIMINARY PROVISIONS

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

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

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

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

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

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

b. Storage Construction. Developer will obtain all necessary permits from the City of Perry for the completion of any improvement not completed as part of the site development including paving and parking area, the construction of all storage unit facilities including retail office areas within 24 months of obtaining a zone change through the Perry City Council. Developer intends to complete these improvements within 12 months from obtaining necessary permits.

c. Car Wash Construction. Developer will obtain all necessary permits from the City of Perry for the completion of any improvements not completed as part of the site development including paving and parking area, the construction of all car wash areas within 36 months of obtaining a zone change through the Perry City Council. Developer intends to complete these improvements within 12 months from obtaining necessary permits.

d. Build to Suit Pad Site 1 (.55 Acres) Construction. Developer will obtain all necessary permits for the construction of all buildings, structures and amenities on this site within 48 months of obtaining a zone change through the Perry City Council. Developer intends to complete these improvements within 12 months from obtaining necessary permits. Developer intends to market this site as a build to suit and is willing to build on speculation without and intended tenant if an arrangement is not completed within the necessary time frame.

e. Build to Suit Pad Site 2 (.51 Acres). Developer will obtain all necessary permits for the construction of all buildings, structures and amenities in this pad site within 60 months of obtaining a zone change through the Perry City Council. Developer intends to complete these improvements within 12 months from obtaining necessary permits. Developer intends to market this site as a build to suit and is willing to build on speculation without an intended tenant if an arrangement is not completed within the necessary time frame.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV
CITY'S UNDERTAKINGS

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

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

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

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

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

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

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

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

ARTICLE V
DEVELOPER'S UNDERTAKINGS

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

(A) Water. Developer will be responsible to construct all onsite water lines and related facilities and improvements within the Project, according to applicable City Code.

(B) Sewer. Developer will be responsible to construct all onsite sewer lines and related facilities and improvements within the Project, according to applicable City Code.

(C) Electrical Power. Developer will be responsible to construct all onsite electrical power improvements within the Project, including any re-routing and/or burial of power lines within the Project, according to applicable City Code.

(D) Roads. Developer will be responsible to construct all roads, driveways, curbs, gutter and sidewalks within the Project, according to applicable City Code.

(E) Storm Drain System. The Developer shall design and install a system of positive drainage sufficient to comply with applicable City Code. The Developer shall be responsible to install and maintain all drainage facilities within the Project that are outside the City right-of-way. The City's responsibility for maintenance shall end where any private drain connects to a manhole in the public right-of-way.

(F) Maintenance of Items Outside of Public Right-of-Way. Unless located on City property, the Developer shall be responsible for the maintenance of parking lots, landscaping, walkways, light fixtures, or any other improvement or amenity located outside of the City's right-of-way.

ARTICLE VI
GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

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

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

ARTICLE VII
REMEDIES

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

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

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

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

ARTICLE VIII
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[End of Terms – Signature Pages Follow]

[Signature Pages to Development Agreement]

This Development Agreement is agreed to by:

JEREMY WHITTAKER
JKK MANAGEMENT

By: _____
Developer

STATE OF UTAH)
§
COUNTY OF _____)

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

Witness my hand and official seal.

_____
(notary signature)

(seal)

[Signatures Continue]

PERRY CITY

By: _____
Kevin Jeppsen, Mayor

Attest:

_____
City Recorder

Approved as to Form:

_____
City Attorney

STATE OF UTAH)
§
COUNTY OF BOX ELDER)

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

Witness my hand and official seal.

_____
(notary signature)

(seal)

EXHIBIT A

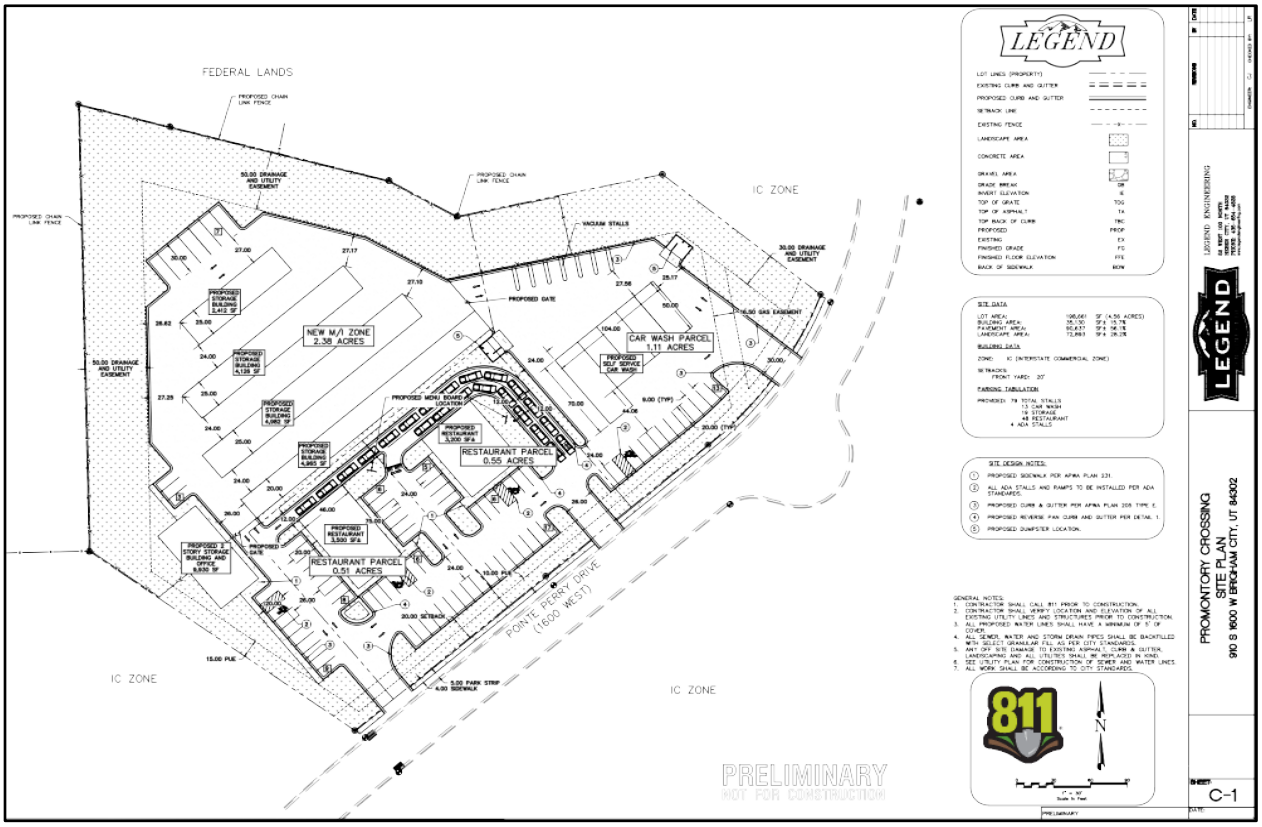

FEDERAL LANDS
PROPOSED CHAIN LINK FENCE
50.00 DRAINAGE AND UTILITY EASEMENT
IC ZONE
VACUUM STALLS
30.00 DRAINAGE AND UTILITY EASEMENT
PROPOSED DATE
16.00 GAS EASEMENT
NEW M/I ZONE 2.38 ACRES
CAR WASH PARCEL 1.11 ACRES
PROPOSED STORAGE BUILDING 2,412 SF
PROPOSED STORAGE BUILDING 4,139 SF
PROPOSED STORAGE BUILDING 4,063 SF
PROPOSED STORAGE BUILDING 4,993 SF
PROPOSED SELF SERVICE CAR WASH
PROPOSED MDHJ BOARD LOCATION
PROPOSED RESTAURANT 3,200 SF±
RESTAURANT PARCEL 0.55 ACRES
PROPOSED RESTAURANT 3,500 SF±
RESTAURANT PARCEL 0.51 ACRES
PROPOSED 2 STORY STORAGE BUILDING AND OFFICE 9,930 SF
POINTE PERRY DRIVE (1600 WEST)
30.00 SETBACK
15.00 PUE
5.00 PARK STRIP
4.00 SIDEWALK
IC ZONE
IC ZONE
PRELIMINARY
NOT FOR CONSTRUCTION
LEGEND
LOT LINES (PROPERTY)
EXISTING CURB AND GUTTER
PROPOSED CURB AND GUTTER
SETBACK LINE
EXISTING FENCE
LANDSCAPE AREA
CONCRETE AREA
DRAIN BREAK
INVERT ELEVATION
TOP OF GRATE
TOP OF ASPHALT
TOP BACK OF CURB
PROPOSED
EXISTING
FINISHED GRADE
FINISHED FLOOR ELEVATION
BACK OF SIDEWALK
SITE DATA
LOT AREA: 196,661 SF (4.56 ACRES)
BUILDING AREA: 35,130 SF± 17.7%
PAVEMENT AREA: 80,637 SF± 56.1%
LANDSCAPE AREA: 72,893 SF± 26.2%
BUILDING DATA
ZONE: IC (INTERSTATE COMMERCIAL ZONE)
SETBACKS:
FRONT YARD: 20'
PARKING TABULATION
PROVIDED: 79 TOTAL STALLS
13 CAR WASH
19 STORAGE
40 RESTAURANT
4 ADA STALLS
SITE DESIGN NOTES:
1 PROPOSED SIDEWALK PER APWA PLAN 231.
2 ALL ADA STALLS AND RAMPS TO BE INSTALLED PER ADA STANDARDS.
3 PROPOSED CURB & GUTTER PER APWA PLAN 205 TYPE E.
4 PROPOSED REVERSE PAN CURB AND GUTTER PER DETAIL 1.
5 PROPOSED DUMPSTER LOCATION.
GENERAL NOTES:
1. CONTRACTOR SHALL CALL 811 PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITY LINES AND STRUCTURES PRIOR TO CONSTRUCTION.
3. ALL PROPOSED WATER LINES SHALL HAVE A MINIMUM OF 5' OF COVER.
4. ALL SEWER, WATER AND STORM DRAIN PIPES SHALL BE BACKFILLED WITH SELECT GRANULAR FILL AS PER CITY STANDARDS.
5. ANY OFF SITE DAMAGE TO EXISTING ASPHALT, CURB & GUTTER, LANDSCAPING AND ALL UTILITIES SHALL BE REPLACED IN KIND.
6. SEE UTILITY PLAN FOR CONSTRUCTION OF SEWER AND WATER LINES.
7. ALL WORK SHALL BE ACCORDING TO CITY STANDARDS.
811
N
LEGEND ENGINEERING
LEGEND
PROMONTORY CROSSING
SITE PLAN
910 S 1600 W BRIGHAM CITY, UT 84302
C-1

EXHIBIT B

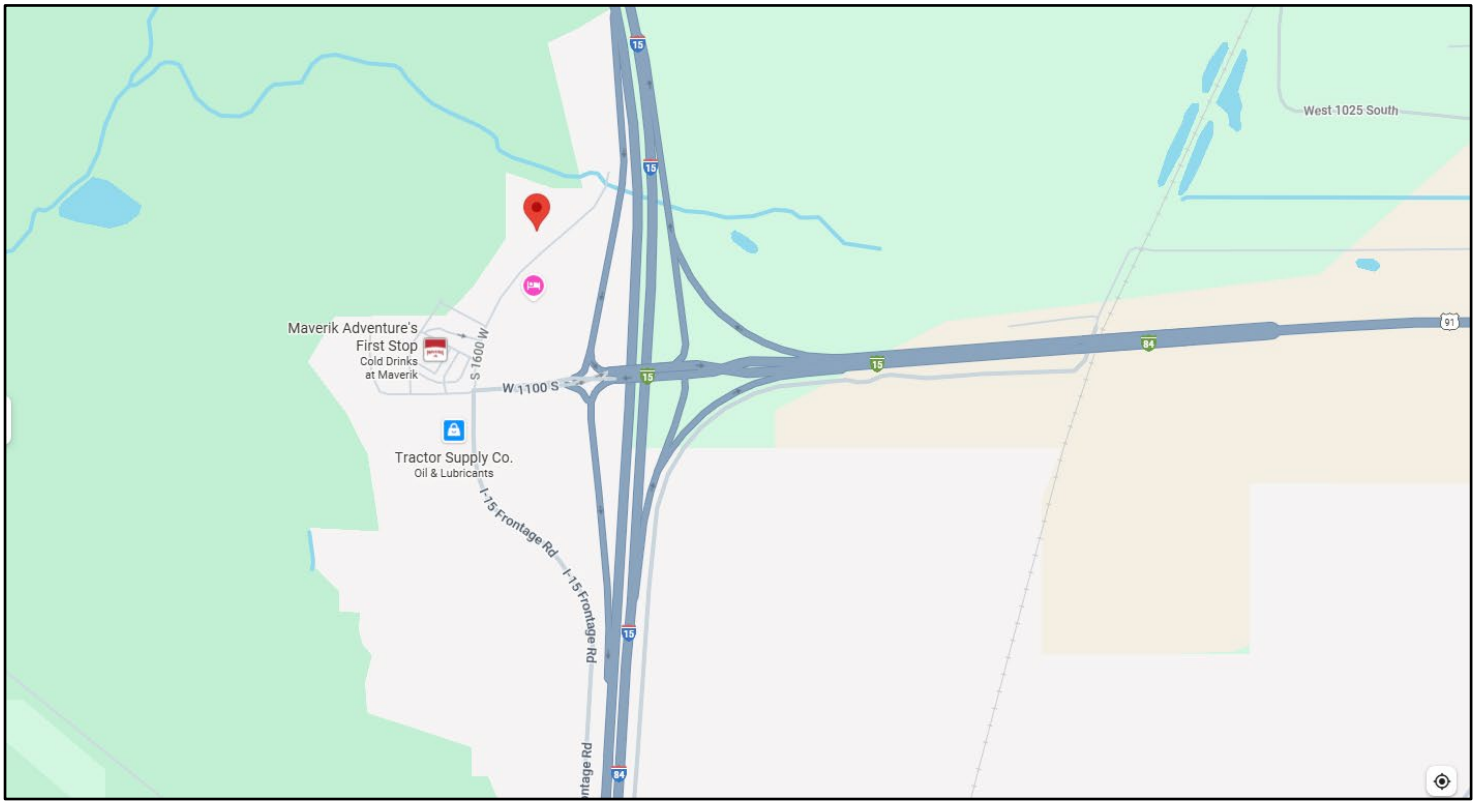
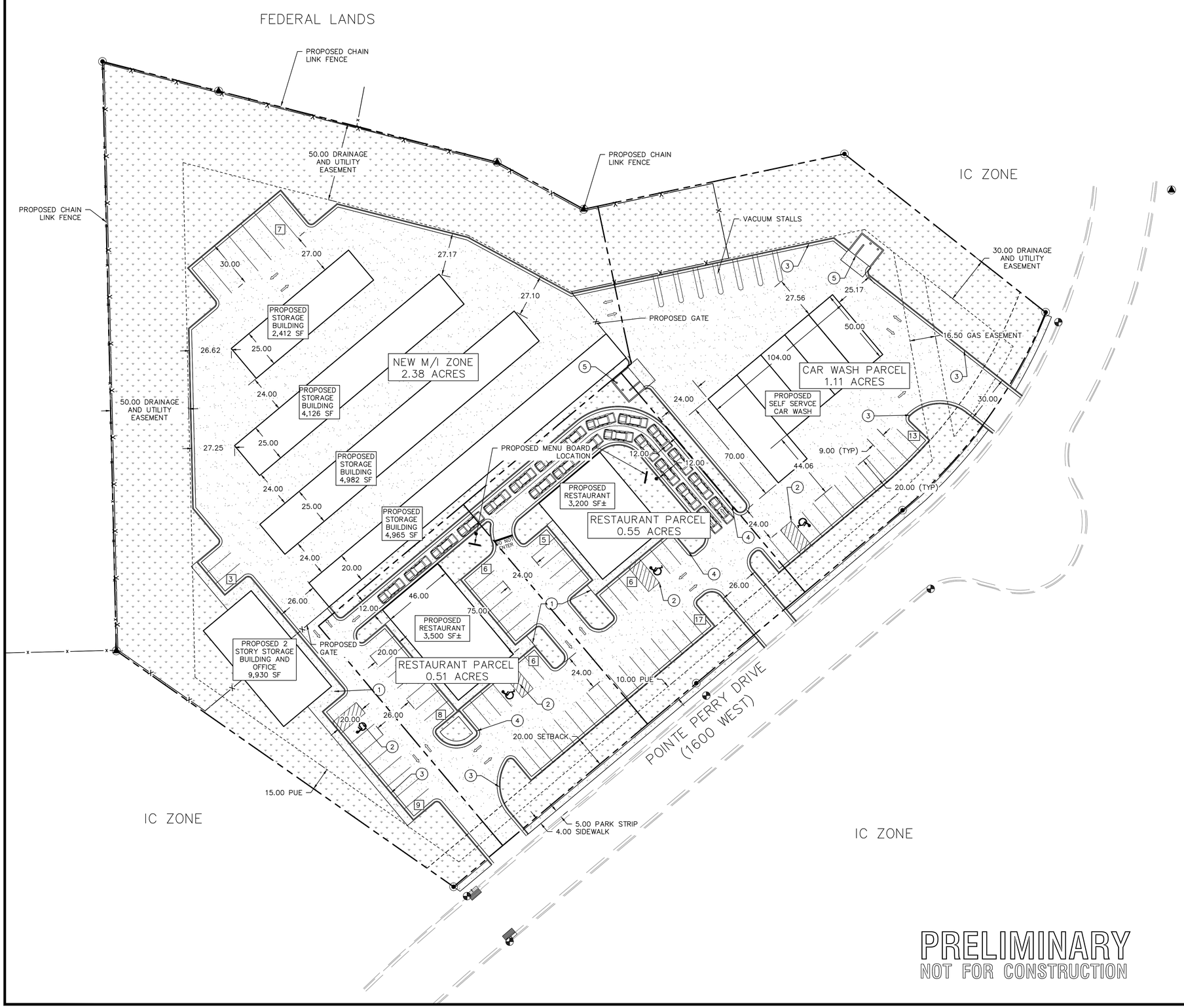

West 1025 South
Maverik Adventure's
First Stop
Cold Drinks
at Maverik
S 1600 W
W 1100 S
Tractor Supply Co.
Oil & Lubricants
I-15 Frontage Rd
I-15 Frontage Rd
15
84
91

EXHIBIT C

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



LEGEND

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

SITE DATA

LOT AREA:	198,661	SF (4.56 ACRES)
BUILDING AREA:	35,130	SF± 15.7%
PAVEMENT AREA:	90,637	SF± 56.1%
LANDSCAPE AREA:	72,893	SF± 28.2%

BUILDING DATA

ZONE: IC (INTERSTATE COMMERCIAL ZONE)

SETBACKS:
FRONT YARD: 20'

PARKING TABULATION

PROVIDED: 79 TOTAL STALLS
13 CAR WASH
19 STORAGE
48 RESTAURANT
4 ADA STALLS

SITE DESIGN NOTES:

1. PROPOSED SIDEWALK PER APWA PLAN 231.
2. ALL ADA STALLS AND RAMPS TO BE INSTALLED PER ADA STANDARDS.
3. PROPOSED CURB & GUTTER PER APWA PLAN 205 TYPE E.
4. PROPOSED REVERSE PAN CURB AND GUTTER PER DETAIL 1.
5. PROPOSED DUMPSTER LOCATION.

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

811

N

0 30 60 90
1" = 30'
Scale in Feet

PRELIMINARY
NOT FOR CONSTRUCTION

NO.	REVISIONS	BY	DATE

ENGINEER: CJ CHECKED BY: LR

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

LEGEND ENGINEERING

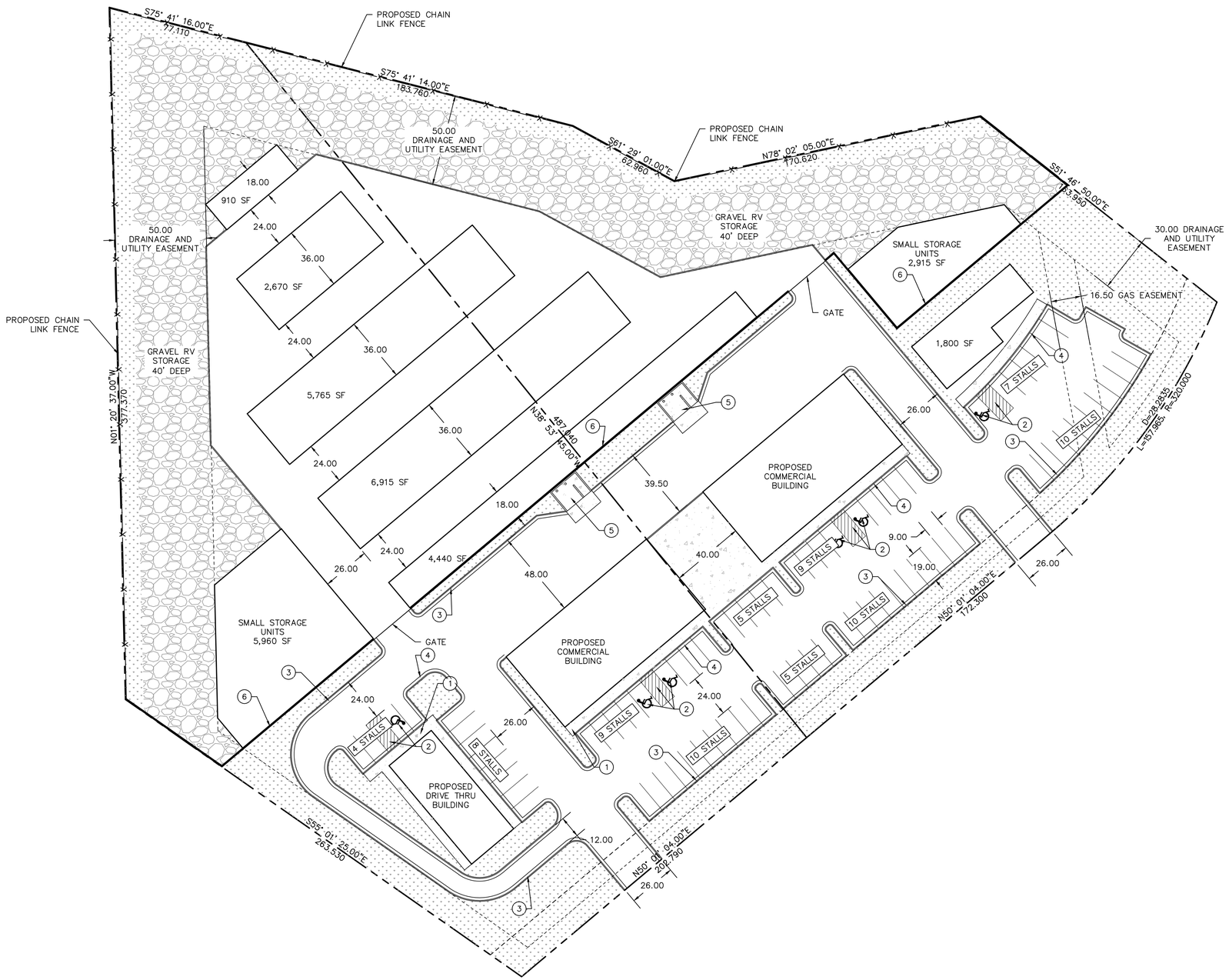
PROMONTORY CROSSING
SITE PLAN
910 S 1600 W BRIGHAM CITY, UT 84302

SHEET: C-1

PRELIMINARY

DATE:

2022 SITE PLAN



LEGEND

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

SITE DATA

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

BUILDING DATA

ZONE: IC (INTERSTATE COMMERCIAL ZONE)

SETBACKS:
FRONT YARD: 20'

PARKING TABULATION

REQUIRED: 1 PER 200 SF OF RETAIL SPACE, 1 PER 4 SEATS FOR RESTAURANTS, 1 PER 250 OF OFFICE SPACE

REQUIRED: 69 STALLS (10,000 SF RETAIL = 50 STALLS; 48 SEATS = 12 STALLS; 1,800 SF OFFICE = 7 STALLS)

PROVIDED: 77 STALLS
6 ADA STALLS

NOTES:

1. PROPOSED 6' SIDEWALK PER APWA PLAN 231. SEE SHEET C-5.
2. ALL ADA STALLS AND RAMPS TO BE INSTALLED PER ADA STANDARDS.
3. PROPOSED CURB & GUTTER PER APWA PLAN 205 TYPE E. SEE SHEET C-5.
4. PROPOSED REVERSE PAN CURB AND GUTTER PER DETAIL 4, SEE SHEET C-5.
5. PROPOSED DUMPSTER LOCATION. SEE DETAIL 5, SHEET C-5.
6. PROPOSED 8' SCREENING WALL.

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

811

N

0 30 60 90
1" = 30'
Scale in Feet

CONCEPT

NO.	REVISIONS	BY	DATE

ENGINEER: CJ CHECKED BY: LR

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

LEGEND ENGINEERING

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

SHEET: C-1

DATE: 4/9/2021

PERRY CITY COUNCIL MEETING
PERRY CITY OFFICES
October 9, 2025 7:02 PM

OFFICIALS PRESENT:	Mayor Kevin Jeppsen, Council Member Dave Walker, Council Member Toby Wright, and Council Member Nathan Tueller
OFFICIALS ABSENT:	Council Member Ostler and Council Member Young
CITY STAFF PRESENT:	City Recorder/Finance Director Shanna Johnson, City Administrator Bob Barnhill, Chief Scott Hancey, City Attorney Bill Morris, Officer Tyler Bell, and Deputy Recorder Misty Moesser
OTHERS PRESENT:	Seth Rosier, Nate Martinez, Elise Grant, Alex Owens and Nathan Conley, Lexie Bell and Heidi Miller
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

The Oath was postponed and held after the public hearing.

Chief Scott Hancey introduced the department's newest officer, Tyler Bell. He shared that Officer Bell comes with experience from Tremonton and Willard Police Departments.

City Recorder Shanna Johnson administered the oath of office, noting that the oath dates back to the 1700s and represents a public commitment that binds officials to the people they serve. Officer Bell took the oath, and his wife was present to pin on his badge.

ITEM 3: DEPARTMENT REPORTS

A. Police

Chief Hancey presented the police department report, noting that the department has been significantly busier than in previous years. He reported a substantial increase in case numbers, with sex offenses and violent crime showing the most significant increases.

Council Member Walker inquired if these incidents were concentrated in specific areas. Chief Hancey explained they were distributed throughout the city.

DRAFT

Chief Hancey emphasized that this summer had been the busiest of his 17 years with the department. He noted that he would calculate the case-per-officer count for the next quarterly report and anticipated it would remain high.

ITEM 4: PUBLIC HEARINGS

A. Resolution 2025-19 Amending the Fiscal Year 2025-2026 Budget

Finance Director Shanna Johnson presented the proposed budget amendments. She outlined additions to the budget including:

- $8,000 for additional tree maintenance and annual insecticide treatment at Perry Park
- $4,000 for equipment at Mountain View Park
- $15,000 for Phase 2 of Mountain View bike park design to prepare for future grant applications
- $50,000 for upsizing the 1200 West sewer line to 10 inches

Ms. Johnson explained that these expenses would be funded through unrestricted fund balance for the Perry Park amount (leaving approximately 21% in reserves), parks capital projects fund savings for the park equipment and bike park design (leaving $73,482 for future appropriation), and sewer fund savings for the sewer line upsize. She also noted a correction to the sewer fund where a fleet lease had been counted twice.

B. Ordinance 25-R Amending the Compensation Schedule

Ms. Johnson presented a compensation schedule amendment focused on police department retention. She explained that the department had lost 6 officers in 3 years, including 2 officers in the last 4 months, with potential for another departure. This represented a 22% attrition rate, potentially rising to 33%.

The proposed solution was a retention bonus structure: $500 quarterly for officers with 1 year of service, $1,000 for 2-4 years, $1,750 for 5-10 years, and $2,000 for 11-20 years. This would cost $30,000 in the current fiscal year (which could be absorbed within the existing police budget) and approximately $40,000 in the next fiscal year.

Ms. Johnson noted that because bonuses are not subject to retirement contributions, this approach is more affordable than increasing base wages. The police chief would receive an additional $6,000 in compensation under this plan, necessitating the public hearing as he is a statutory officer.

The Public Hearings were held together and were opened at 7:17PM.

No public comments were made.

The Public Hearings was closed at 7:18PM.

ITEM 5: ACTION ITEMS

A. Resolution 2025-19 Amending the Fiscal Year 2025-2026 Budget

DRAFT

The Council discussed the budget amendments as presented in the public hearing.

MOTION: Council Member Wright made a motion to approve Resolution 2025-19- Amending the Fiscal Year 2025-2026 Budget. Council Member Walker seconded the motion.

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

Motion Approved. 3 Yes, 0 No

B. Ordinance 25-R Amending the Compensation Schedule

Council members discussed the police retention bonus program in depth. Council Member Wright confirmed there would be no retroactive payments, and that the bonuses would begin from this point forward.

Chief Hancey was asked about overtime usage, and he explained that while they experience significant overtime (approximately 40 hours department-wide during a particularly busy week in July), they remain under budget. He explained that with 12-hour shifts, officers can quickly accumulate overtime hours.

Council Member Walker asked about the average experience of officers, with Chief Hancey indicating most patrol officers have 1-3 years of experience, while sergeants and detectives have 8-10 years. Chief Hancey expressed concern that Perry was becoming a "training ground" with younger officers not staying long enough to develop into future leadership positions.

The Council discussed the financial impact of officer turnover, with Chief Hancey estimating training costs at approximately $14,000 in wages for three months of field training, $1,600 for body armor, and $500 for uniforms per officer. He noted that even retaining one additional officer would save the city money compared to the cost of the bonus program.

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

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

Motion Approved. 3 Yes, 0 No

C. Resolution 2025-20 Boundary Adjustment with Willard City

DRAFT

City Administrator Bob Barnhill presented a proposed boundary adjustment with Willard City, explaining that Willard City had approached Perry City with the proposal. The adjustment would primarily move some properties from Willard into Perry, with a small portion of frontage property moving from Perry to Willard to align property lines with city boundaries.

Mr. Barnhill explained that the primary motivation was utilities, as Perry City already has water and sewer infrastructure in place to serve these properties. He clarified that this resolution would initiate a process including a public hearing to be set for November 13 but would not finalize the boundary adjustment.

City Attorney Bill Morris explained the difference between boundary adjustments (between two municipalities) and annexations (bringing unincorporated areas into a city). He noted that property owners would have the opportunity to comment during the public hearing, but the final decision rests with the city councils.

MOTION: Council Member Tueller made a motion to approve Resolution 2025-20. Council Member Wright seconded the motion.

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

Motion Approved. 3 Yes, 0 No

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

Mr. Barnhill presented both Resolution 2025-21 and Ordinance 25-P together, explaining they were related to the Highway 89 Master Plan process. He noted that while the plan didn't achieve all the detail they had hoped for, it still contained valuable information about public preferences for speeds, crossings, traffic lights, and potential corridor improvements.

Mr. Barnhill explained that the cooperative agreement with UDOT was their preferred format for formalizing corridor plans. Council Member Walker expressed concern about the lack of firm commitments from UDOT regarding crossings and traffic signals. Mr. Barnhill provided an update that UDOT had given conditional approval for a traffic signal at 2700 South, dependent on Perry City realigning streets to meet UDOT's grade and angle requirements.

Council Member Tueller expressed appreciation for UDOT's willingness to collaborate, noting that it represented significant progress compared to past interactions with the agency.

MOTION: Council Member Tueller made a motion to approve Resolution 2025-21 and Ordinance 25-P. Council Member Walker seconded the motion.

DRAFT

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

Motion Approved. 3 Yes, 0 No

F. Ordinance 25-S Rocky Mountain Power Franchise Agreement

G. Ordinance 25-T Comcast Franchise Agreement

Mr. Barnhill presented both franchise agreements, explaining they establish terms for utility providers operating within city right-of-way. City Attorney Morris added that these agreements ensure utilities move their infrastructure at their expense when city projects require it and require proper permitting for work in the city.

The Council discussed challenges with utility companies moving their lines, which has caused delays with the completion of the 1200 West project. Mayor Jeppsen noted that delays with moving utility poles had significantly impacted the project timeline and cost.

MOTION: Council Member Wright made a motion to approve Ordinance 25-S and Ordinance 25-T. Council Member Walker seconded the motion.

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

Motion Approved. 3 Yes, 0 No

ITEM 6: Discussion Items

A. Land Use Discussion

Item 6A, Land Use Discussion was tabled.

ITEM 7: MINUTES & COUNCIL/MAYOR REPORTS (INCLUDING COUNCIL ASSIGNMENTS)

A. Approval of Consent Items

- August 28, 2025 City Council Meeting Minutes
- FY2025 Fraud Risk Assessment

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

DRAFT

All Council Members were in favor.
Motion Approved.

B. Mayor's Report

Mayor Jeppsen reported on a ribbon cutting ceremony he had attended earlier in the day at Heritage Chrysler, Dodge, Jeep, Ram at Point Perry. He expressed appreciation for the new business and looked forward to a "long and prosperous relationship" with them.

C. Council Reports

Council Member Walker provided updates on two items:

1. The detailed design for Phase 1 of the Mountain View bike park would be completed within the next month, with a review to follow.
2. He attended a water district meeting in Willard where district representatives acknowledged they had not adequately invested in the Perry area despite residents paying into the system. He reported that the district was interested in collaborating with Perry City on grants for water line maintenance or expansion.

Council Member Wright reported on attending the Box Elder Summit, noting it was more rural-focused than the previous year. He mentioned that Corinne has a waitlist for water hookups and expressed pride in Perry City's good management and organization.

D. Staff Comments

Mr. Barnhill updated the Council on the 1200 West project, explaining that while progress had been slow, they had completed paving from 3600 South to Cherry Ridge. He detailed various infrastructure improvements incorporated into the project including water lines, sewer lines, and stormwater improvements. Mr. Barnhill anticipated the next section would be paved past the public works building within the next couple of weeks.

Deputy Recorder Misty Moesser announced that the city would hold its second annual trunk-or-treat on Monday, October 27th, beginning at 6 PM. Council members were allocated $75 each for decorations and candy.

E. Planning Commission Report

Planning Commissioner White briefly addressed the Council about an upcoming work session scheduled before the next council meeting. The session would discuss a developer's proposal to rezone agricultural land, with commissioners seeking council guidance on whether to invest time refining the proposal or maintain the agricultural zoning.

ITEM 8: CLOSED SESSION

Not needed.

ITEM 9: ADJOURNMENT

DRAFT

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

Motion Approved. All Council Members were in favor.

The meeting adjourned at 8:35PM.

Kevin Jeppsen, Mayor	Shanna Johnson, City Recorder

Misty Moesser, Deputy Recorder

DRAFT