PERRY CITY COUNCIL MEETING AGENDA
Thursday, February 26, 2026

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.** Appointments:
     - Flood Control Appointments – Chairman & Vice Chairman

3. **Presentations**
   - **A.** Flood Control Board Report
   - **B.** Annual Trainings
     - Open Meetings Act
     - Ethics and Rules of Procedure
     - Work Conduct

4. **Action Items**
   - **A.** Ordinance 25-Q Amended Zone Change Request from Agricultural to R1/3 located at approximately 1472 W Davis Drive Parcel #'s 03-157-0119,03-124-0156 & 03-157-0124 Applicant Brett Jones
   - **B.** Resolution 2026-04 Interlocal for United Policing Services Between Tremonton City and Perry City
   - **C.** Resolution 2026-06 Amending Perry City Policies Regarding Retirement Savings Plans and Approving a Utah Retirement Systems Service Agreement

5. **Minutes & Council/Mayor Reports (Including Council Assignments)**
   No Council Action May be Taken if an Item is not specifically on the Agenda
   - **A.** Approval of Consent Items
     - February 7, 2026 City Council Retreat Meeting Minutes
     - February 12, 2026
   - **B.** Mayor's Report
   - **C.** Council Reports
   - **D.** Staff Comments
   - **E.** Planning Commission Report

6. **Closed Session (if needed)**
   - **A.** Discussion of the purchase, exchange, lease, or sale of real property, when public discussion would disclose the value of the property or prevent the authority from completing the transaction on the best possible terms.
   - **B.** Strategy session to discuss the character, professional competence, or physical or mental health of an individual.
   - **C.** Strategy session to discuss collective bargaining.

D. Strategy session regarding pending, or reasonably imminent litigation.
E. Strategy session to discuss the deployment of security personnel, devices, or systems.
F. Discussion of investigative proceedings regarding allegations of criminal misconduct.

7. **Approx. 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 23rd day of February, 2026. Any individual requiring auxiliary services should contact the City Offices at least 3 days in advance (435-723-6461).

_____
Shanna S. Johnson, City Recorder

OPEN AND PUBLIC MEETINGS ACT (OPMA)

Utah Code Annotated

Title 52 Chapter 4

2026 Annual Training

PURPOSE OF THE OPEN AND PUBLIC MEETINGS ACT

- Procedural Due Process. Provides the necessary procedure to afford the public "notice" and an "opportunity to be heard."
- Openness. Follows our American public policy favoring democracy, openness, and transparency.

BACKGROUND OF THE OPEN AND PUBLIC MEETINGS ACT

Utah Code 54-4-102 Public Policy. The Legislature finds and declares that the state, its agencies and political subdivisions, exist to aid in the conduct of the people's business. It is the intent of the Legislature that the state, its agencies, and its political subdivisions:

- **(a)** take their actions openly; and
- **(b)** conduct their deliberations openly.

52-4-104. Training. The presiding officer of the public body shall ensure that the members of the public body are provided with annual training on the requirements of this chapter.

OPEN MEETINGS - OVERVIEW

Five Parts - Open and Public Meetings Act:

- **One – Meetings**
- **Two – Public Notice**
- **Three – Minutes and Records**
- **Four – Closed Meetings**
- **Five – Enforcement**

ALL MEETINGS OPEN TO THE PUBLIC

Utah Code 52-4-103

- **WHAT IS A MEETING?**
  - It is the convening of a public body, with a quorum present.
  - Includes a work session or closed meeting.
  - Includes meeting held in person or by means of electronic communications.
  - Where the purpose of the meeting is discussing, receiving comments, or acting upon a matter where the public body has jurisdiction or advisory power.
- **Utah Code 52-4-201**
  A meeting is open to the public unless it's a closed meeting allowed under state law.
- Public meetings may only be held at City/Town Hall, some exemptions. apply.

DEFINE: PUBLIC BODY

- WHAT IS A PUBLIC BODY?
  - The City/Town Council.
  - The Planning Commission.
  - Any other administrative, advisory, executive, or legislative body of the municipality that is:
    - Created by statute, rule, ordinance, or resolution.
    - Has two or more members.
    - Spends or is supported by taxes.
    - Has authority to make public decisions.

DEFINE: MEETING

WHAT IS A MEETING: it is the convening of a public body with a quorum present.

WHAT IS NOT A “MEETING”?

- A chance meeting.
- A social gathering.
- Training.

OPEN MEETINGS – PUBLIC NOTICE

- Utah Code 52-4-202. At the beginning of each year the City Recorder/Town Clerk will publish a notice of the annual meeting schedule.
- At least 24 hours before any meeting, an agenda must be posted that includes:
  - Agenda topics written with "reasonable specificity."
  - Date of the meeting.
  - Time of the meeting.
  - Place of the meeting.
- A topics raised by the public that is not on the agenda may only be heard if the presiding officer allows. No action can be taken on an item not on the agenda.
- Agendas must also be posted, provided to a "local media correspondent," and uploaded to the Utah Public Notice Website.

OPEN MEETINGS: MINUTES AND RECORDS

- Utah Code 52-4-203. Written minutes and a recording shall be kept of all open meetings. Minutes are not transcripts.
- Written minutes of an open meeting shall include:
  - Date, time, and place of the meeting.
  - The names of members present and absent.
  - Brief substance of all matters, which may include a summary of comments made by members of the public body.
  - A record, by individual member, of each vote taken by the public body.
  - Name and brief substance of comment by each person who is not a member of the public body, and upon recognition by the presiding officer.
  - Any other information a member requests be entered in the minutes, so long as it actually happened.

OPEN MEETINGS: MINUTES AND RECORDS

- The recording of an open meeting shall:
  - Be a complete and unedited record from commencement through adjournment.
  - Be properly labeled or identified with the date, time, and place of the meeting.
- The City/Town shall:
  - Make pending minutes available to the public within 30 days after holding the open meeting that is the subject of the pending minutes.
  - Post the approved written minutes of an open meeting to the Utah Public Notice Website and make available to the public at City/Town Hall, including any public materials distributed at the meeting.
  - Within 3 business days after holding an open meeting, make an audio recording of the open meeting available to the public for listening.
- All or part of an open meeting may be independently recorded by any person in attendance if the recording does not interfere with the conduct of the meeting.
- The written minutes are permanent and the official record of the meeting.
- A recording of a site visit or a traveling tour is not required if there is no vote or action.

CLOSED MEETINGS: PROCEDURE

Utah Code 52-4-204 – Closed meetings:

- A closed meeting may be held only if:
  - A quorum is present; and
  - 2/3 of the city council vote to approve closing the meeting.
- Closed meetings can only be held for limited purposes.
- No ordinance, resolution, rule, regulation, contract, or appointment can be approved in a closed meeting.
- The open meeting's minutes must reflect:
  - The reason for the closed meeting.
  - Location of the closed meeting.
  - Roll call to enter the closed meeting.

CLOSED MEETINGS – PURPOSE

- A closed meeting may ONLY be held for the following purposes:
  - Discuss character, professional competence, or physical or mental health of an individual.
  - Strategy sessions to discuss collective bargaining.
  - Strategy sessions to discuss pending or reasonably imminent litigation.
  - Strategy sessions to discuss the purchase, exchange, or lease of real property.
  - Investigate allegations of criminal misconduct.
  - Discuss deployment of security personnel, devices, or systems.
- A public body may not interview a person applying to fill an elected position in a closed meeting.
- Utah Code 54-2-406(6). No recording and signed sworn statement if the closed meeting is for:
  - Discussing character, professional competence, or physical or mental health of an individual.
  - Discuss deployment of security personnel, devices, or systems.

OPEN MEETINGS – ENFORCEMENT

- Utah Supreme Court broadly interprets the Utah Open and Public Meetings Act to ensure the purpose of openness. Exceptions will be strictly construed. Kearns-Tribune Corp. v. Salt Lake County
- Utah Code 54-4-302 provides that any final action taken in violation of the Act is voidable by the court.
- Utah Code 54-4-303 states that a person who feels the City/Town violated the Act may sue to:
  - Compel compliance.
  - Interpret the Act based on a public body's actions.
  - The court may award reasonable attorney fees and court costs to a successful plaintiff.
- The Act does not prohibit removing a disruptive person from a meeting when orderly conduct is seriously compromised.

OPEN AND PUBLIC MEETINGS ACT

The End

Ethics and Rules of Procedure

for Local Government 2026

Municipal Code Ethics Policy

- **Policy.**
  - Ethical practice has special relevance in our modern world, especially those who carrying out public responsibilities.
  - Ethical rules present a catalog of conduct that is prohibited, but such cannot be an exhaustive catalog, as the human imagination is sufficiently rich to discover a gap or loophole in ethical rules.

Rules of Ethics -- Applicability

- City Officials. For all City officers and employees *Utah Code Annotated § 10-3-1301, is the governing law.*

- Land Use. Adopt rules of ethics for land use authorities, planning commissioners, and appeal authorities.

Conflict of Interest

- Officials who receive private benefits should not be a participant in the action, if:
  - The private benefit may be direct or indirect.
  - The private benefit may create a material personal gain or provide a distinct advantage to relations or friends or to groups and associations which hold some share of a person's loyalty.
- An official experiencing a conflict of interest should declare that conflict publicly, then:
  - Not attempt to include any other official for the benefit of the official with a conflict.
  - Be excused from the discussion and action.
  - Abstain from voting on the action.
  - The vote of any official with a conflict of interest who fails to declare a conflict of interest is disqualified.
- A conflict of interest may exist under these rules even though an official may not believe there exists an actual conflict.
- An official who has a question as to whether a conflict of interest exists should raise the question with other land use officials in public meeting or with the City Attorney.

Gifts and Favors

- Gifts, favors, or advantages be avoided if offered solely because the receiver holds public office.
- Nothing should be accepted that could be viewed as influencing action on an issue before the authority.
- The value of a gift cannot exceed $50. Small gifts such as business lunches, calendars, or office bric-a-brac are often, but not always, acceptable.
- In case of any doubt, refuse the favor or gift.

Information Rules of Conduct

- Distinguish between information that belongs to the public and information that does not.
  - Public reports and official records are open on an equal basis to all inquiries.
  - Public information should be administered fairly.
  - Information on private affairs obtained while performing public duties may need to be treated within confidence.
- Private affairs become public affairs when an official action such as an application is submitted.
- Prearranged private meetings between a Planning Commissioner and applicants, their agents, or other interested parties is prohibited.
- Information on any application received by a decision is part of the public record.

Political Activity

- City government in Utah is non-partisan.
- Private membership separate from the City government in a political party should be done with discretion and professional judgment.

Rules of Order and Procedure

Utah Code 10-3-606 requires each City to adopt Rules of Order and Procedure in order to:

1. Govern parliamentary order and procedure in running meetings.
2. Manage ethical behavior.
3. Promote civil discourse.

The City Council shall:

1. Adopt Rules of Order and Procedure to govern public meetings of the City Council.
2. Conduct public meetings in accordance with the Rules of Order and Procedure.
3. Make the Rules of Order and Procedure available to the public: at meetings and website.

Meetings

- **MEETING AGENDA REQUIRED.** All public meetings before a public body will have a notice and agenda that complies with the Utah Open Meetings Act. There are two types of meetings as follows:
  - Public Meeting. These meetings are not open to public comment, except at the sole discretion of the Presiding Officer.
  - Public Hearing. A Public Hearing is only held on special occasions when required by law or otherwise.
- Meetings shall generally operate as follows:
  - Call to order by a Presiding Officer.
  - Opening ceremony.
  - Item for discussion/action/presentation announced by Presiding Officer.
  - Staff/other presentation.
  - Applicant presentation, if applicable.
  - Public comment if a public hearing or at the sole discretion of the Presiding Officer.
  - Discussion by members.
  - Action by motion and vote.
  - Adjournment by Presiding Officer upon completion/continuance of all items on agenda.
- Anyone speaking at a meeting should keep remarks applicable to the question under discussion.
- Avoid references to personalities, questioning motives, interjecting hostile, and antagonistic behavior.
- Demonstrate courtesy and refrain from conduct that disrupts the meeting.
- Comply with the rules of ethics to avoid situations perceived bias or an inappropriate conflict of interest.

Presiding Officer

- There is a Presiding Officer for the City Council and for the Planning Commission.
- The Presiding Officer operates the meeting and participates in discussion.
- The Presiding Officer has the primary responsibility to ensure the Rules are followed, including but not limited to:
  - Governing a public meeting in accordance with Rules of Order and Procedure.
  - Calling the meeting to order.
  - Maintaining the decorum at public meetings.
  - Confining discussion to the agenda items.
  - Recognizing staff presentations and recommendations.
  - Recognizing motions and statements from members and allow audience participation at appropriate times.
  - Following the Utah Open and Public Meetings Act.
  - Discourage individuals who talk too much or too often.
  - Ensure those speaking are not interrupted and ruling out of order those not following procedures.
  - Manage motion, handle discussion, calling for votes, announcing votes, announce the agenda.

RULES DURING MEETINGS.

- Rule 1 – Agenda
- Rule 2 – Motions
- Rule 3 – Order
- Rule 4 – General Consent
- Rule 5 – Motion Form
- Rule 6 – Debate
- Rule 7 – Voting
- Rule 8 – Reconsideration
- Rule 9 – Procedure

RULE NO. 1: AGENDAS

- A public meeting is governed by the agenda, and the agenda constitutes the public body's roadmap for the meeting.
- The presiding officer should clearly announce the agenda item and turn over time to the person presenting/recommending.
- The presiding officer should ask members if they have any technical questions for clarification.
- The presiding officer usually only allows open public comment only if a Public Hearing is indicated on the agenda.
- The presiding officer should invite discussion and motions as appropriate.
- After a motion is seconded, then discussion on the motion can occur.
- Before voting, the presiding officer or staff should make sure everyone understands the motion.
- The presiding officer may take the vote or direct a staff member to take a roll call vote.
- Certain actions require a roll call vote as directed by the presiding officer or Parliamentarian.
- The presiding officer should announce the result of the vote and may announce the result.
- Any member of a public body may give a very brief explanation of their vote cast to be entered in the minutes.

RULE NO. 2: MOTIONS

- Any matter that requires a formal decision shall be brought before the public body by motion.
- The presiding officer recognizes the member of the public body.
- The member of the public body makes a motion. (Example: “I move that ....”).
- The presiding officer recognizes a member who desires to second the motion. If no second, the motion fails.
- Vote called on motion that is seconded after any discussion.
- PURPOSE: The purpose of this rule is to limit items under discussion to those and only those that the council members want to discuss. This gives clarity as to what is being decided. It also helps to make sure everyone, including the person taking the minutes actually knows and can remember what the ultimate outcome of any discussion and debate is.

RULE N0. 3: ORDER

- Only one question and one speaker at a time.
- PROCEDURE: Only one question will be discussed at a time.
  - No more than (3) motions on the floor at a given time.
  - There will only be one speaker at a time.
  - The presiding officer recognizes the person speaking by granting them the floor so they may speak.
- PURPOSE: The purpose is to focus on only one question and to allow council members the ability to express their points of consideration without losing their train of thought and to finish without fear of interruption.

RULE NO. 4: GENERAL CONSENT

- The presiding officer may use General Consent (also known as Unanimous Consent) with all motions, except where roll call votes are required for purposes of the meeting minutes.
- PROCEDURE: When the presiding officer feels the public body would be in general agreement, the presiding officer may act barring objection otherwise. If there is any objection to a General Consent stated by the presiding officer, then a formal vote is required. If there is no objection, after a brief pause by the presiding officer to the proposed General Consent, then the presiding officer declared the General Consent approved. (Example: The presiding officer states, “If there is no objection, the Consent Agenda is approved.” [Pause to see if any member objects]. “There being no objection, the Consent Agenda is approved.”)
- PURPOSE: General consent is helpful in expediting general routine business or when the presiding officer believes the presiding body is in agreement. This allows flexibility of the rules while protecting the right of the majority to decide and the minority to be heard.

RULE NO. 5: MOTION FORM

- There are only three basic forms of motions allowed: Initial Motions, Motions to Amend, and Substitute Motions.
- Initial Motion. The initial motion is the one that puts forward an item for consideration. An initial motion might be: "I move that we adopt Ordinance Number 2016-01 as presented."
- Amended Motion. If a member wants to change the initial motion before the public body, they would move to amend the initial motion. A motion to amend might be: "I move that we amend the motion to adopt Ordinance Number 2016-01 with changes in paragraph 1 as follows…." A motion to amend takes the initial motion before the public body and seeks to change it in some way. The motion to amend must be related (germane) to the initial motion. The motion to amend must not be the same as a negative vote on the initial motion. If the person who made the initial motion and the person who seconded the initial motion are in agreement with the amended motion (friendly), then the presiding officer can proceed as if the amended motion is now the initial motion without a vote. If the amendment is not friendly, a separate vote in the amended motion is required before voting on the initial motion.
- Substitute Motion. If a member wants to completely do away with the initial motion that is before the public body, and put a new motion before the public body, they would move a substitute motion. A substitute motion can also be friendly or unfriendly.

RULE NO. 6: DEBATE

- The debate can continue as long as members of the City Council wish to discuss an item, subject to the Mayor determining it is time to move on and take action by using General Consent to properly limit debate. The following motions are not debatable: a motion to adjourn (does not require second); a motion to recess; a motion to fix a time to adjourn; a motion to table; and a motion to limit debate.
- PROCEDURE: There are exceptions to the general rule of free and open debate on motions. Use the procedure for making motions to end ongoing and needless debate, to conclude or delay discussion on an item, or close a meeting.
- PURPOSE: Debate and discussion are important until they are not. When a matter is chewed on enough it should be swallowed. This rule allows the presiding officer by General Consent or the majority vote to end debate, after a reasonable time. It also keeps those in a minority position on an issue from filibustering until they get their way.
- CUSTOM: Meetings end at 9:00 PM.

RULE NO. 7: VOTING

- Three “yes” or “aye” votes are required to pass any item before the council. The exceptions include a motion to go into closed session (executive session) which requires a 2/3 vote of the members present and when specifically provided in state law.
- PROCEDURE: If the presiding officer and all five members of the council are present, a vote of 3-2 passes the motion. A vote of 2-2 means the motion fails. If one member is absent and the vote is 2-2, the Mayor is entitled to vote.
- The Planning Commission Chair is always entitled to vote as any regular member of the commission.

RULE NO. 8: RECONSIDER

- A motion to reconsider may be made, but it is subject to special rules.
- The first rule relates to timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting so long as the reconsider motion is properly placed on the agenda. In addition, a motion to reconsider cannot be made at a special meeting, unless the number of members of the public body present at the special meeting equals or exceeds the number present at the meeting when the original action was taken.
- Second, a motion to reconsider can only be made by a member who voted in the majority on the original motion..
- The Planning Commission cannot make motions to reconsider. The Planning Commission cannot make motions to reconsider because once their decision is made it is turned over to the City Council for action or the appeal period is started as provided by law.

RULE NO. 9: PROCEDURE

- The President/Chair administers procedure specified in Roberts Rules of Order, as freely adapted, and subject to these rules.
- PROCEDURE. The presiding officer is primarily responsible to see that debate and discussion of an agenda item focuses on the topic, not the personalities of the members of the public body. A speaker may be interrupted only as set forth below:
  - Privilege. The proper interruption would be: “point of privilege”. The presiding officer would then ask the interrupter to “state your point.” Appropriate points of privilege relate to anything that would interfere with the meeting. For example, the room may be too hot or too cold, a blowing fan might interfere with a person’s ability to hear, or the speaker may be misrepresenting.
  - Order. The proper interruption would be: “point of order”. The presiding officer would ask the interrupter to “state your point”. Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting.
  - Appeal. If the presiding officer makes a ruling that a member of the public body disagrees with, that member may appeal the ruling of the presiding officer. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the presiding officer is deemed reversed.
  - Call for Orders of the Day. This is simply another way of saying, “let’s return to the agenda”. If a member or the Parliamentarian believes that the public body has drifted from the agenda, such a call may be made.
  - Withdraw a Motion. To withdraw a motion, the maker of the motion on the floor states, “I withdraw my motion”. The motion to withdraw may require a simple majority vote if the motion was seconded, unless the presiding officer allows withdraw by General Consent.

Public Participation

- Ideally, residents should work with staff to address areas of concern. However, it is recognized that residents may from time to time believe it is necessary to speak to the public body. Accordingly, the public body expects any person presenting to the City Council or Planning Commission to speak in a civil manner, with due respect for the decorum of the meeting, and with due respect for all persons attending.
- No member of the public shall be heard until recognized by the presiding officer.
- The person recognized should speak from the dais (podium) so that the comments can be properly recorded.
- Public comments will only be heard during the Public Comment portion of the meeting, unless the issue is a Public Hearing or is recognized at the sole discretion of the presiding officer.
- Speakers should state their name.
- A person speaking is limited to facts the issue of concern and may be limited to three (3) minutes by the presiding officer. If a representative is selected to speak for a group, the presiding officer may allow an increased time allotment.
- Personal attacks made to any person, city official, or employee are not allowed.
- Any member of the public interrupting a public meeting, approaching the dais without permission, creating a disturbance, or failing to abide by the rules may be asked to leave the meeting.

WORKPLACE CONDUCT

2026 Training





Purpose of this Training

- ✓Recognize what is occurring in the workplace
- ✓Prevention of unlawful conduct and discrimination
- ✓Understanding complaints
- ✓Avoid costly claims

Protected Classes

Federal and State Law

Race
Creed
Color
Gender
Gender Identity
Sexual Orientation
Veteran Status

National Origin
Citizenship
Disability
Age
Pregnancy
Familial Status
Genetics



Federal, State, and Local Law

- Title VII – Civil Rights Act of 1964 – ". . . It shall be unlawful employment practice for an employer . . . To discriminate against an individual with respect to . . . compensation, terms, conditions, or privileges of employment because of [protected class status]."
- Equal Pay Act of 1963
- Age Discrimination Act of 1967
- Rehabilitation Act of 1973
- 1978 Pregnancy Disability Amendment to Title VII
- Americans with Disabilities Act of 1990, amended 2008
- Genetic Information Nondiscrimination Act of 2008
- State Law – Utah Anti-discrimination Act.
- State Law – Utah Code 26B-4-207 Nondiscrimination for medical marijuana for State and Local Government Employees.
- Municipal Code and City Policies and Procedures Manual

Sexual Harassment

- "Sexual Harassment" means sex or gender-based harassment:
  - Quid pro quo, and/or
  - Hostile Environment
- Hostile Work Environment means conduct to a protected class that unreasonable interferes with an individual's job performance, or creates an intimidating, hostile, or offensive work atmosphere.
- Includes behavior such as:
  - Stereotyping
  - Unwanted physical touching
  - Targeting a protected class or individual

Examples and Explanations

- Who can be a perpetrator?
  - Management
  - Employee
  - Public – Anyone
- Who can be a victim?
  - Targeted individual
  - Anyone in the work environment
  - Anyone who tries to help
- How to we address harassment?
  - Report to supervisor
  - End the harassment

Complaints

What to do if you have been illegally harassed?

- Be familiar with the workplace policies
- Report to the appropriate authority
- Be prepared to give specific information
- Conduct an investigation (recommend 3rd party)
- Understand confidentially
- Report retaliation
- Cooperate with efforts to resolve the problem

Workplace Violence Prevention

- What is workplace violence?
  - Any act or threat of physical violence, harassment, intimidation, or other threatening disruptive behavior that occurs in the workplace.
  - Examples:
    - Verbal Abuse
    - Direct or indirect threats (including nonverbal)
    - Violent or extreme action
- Warning Signs:
  - Fascination with weapons
  - Alcohol or drug use
  - Severe stress
  - Anguish over workplace issues
  - History of violence
  - Psychological instability
  - Social isolation
  - Declining hygiene or personality changes

DISCLOSURE COMPLIANCE FOR CONFLICT OF INTEREST UNDER THE MUNICIPAL OFFICERS' AND EMPLOYEEES' ETHIC ACT

(Section 10-3-1301*, et. Seq*., Utah Code Annotated 1953, as amended)

Print Name: _____ Date: _____

1. **POSITION**:
   a. I am a:
      □ Elected Official (Mayor/City Council) – skip to 2 below.
      □ Appointed to a Public Body (Planning Commission)
      □ Appointed or other employee – skip to 2 below.

   b. I am a member of the following Public Body:
      □ Planning Commission
      □ Other: _____

2. **TYPES OF DISCLOSURE** (Check the applicable box or boxes):

□ **BUSINESS ASSISTANCE DISCLOSURE** (Section 10-3-1305 UCA): I have agreed to receive compensation for assisting a person or business entity in any transaction involving the City. I understand that I must file this Disclosure Statement at least ten (10) days before the date of any agreement between myself and the person or business entity I am assisting, or ten (10) days before I receive any compensation, whichever is earlier. In addition to filing this **Disclosure Statement with the City**, I understand that I must disclose the information identified below, under DISCLOSURE INFORMATION.

a. **If I am a City Council Member or Appointed Member of a public body**, in an open meeting to the members of the body of which I am a member, immediately before discussing the transaction, OR
b. **If I am an Appointed or Municipal Employee**, to my immediate supervisor and to any municipal officer or employee who may rely upon my representations in evaluating or approving the transaction (posting of this Disclosure deemed notice).

□ **REGULATED BUSINESS DISCLOSURE** (Section 10-3-1306 UCA): I am an officer, director, agent, or employee, or the owner of a substantial interest[1] in a business entity (**of more than $5,000 value**), which is subject to regulation by the City. I understand that, under the disclosure below, I must disclose the position I hold and the nature and value of my interest when I am first elected, appointed, or employed by the City and again at any time thereafter if my position in the business entity has changed significantly or if the value of my interest has increased significantly since the last disclosure.

□ **DOING BUSINESS WITH CITY DISCLOSURE** (Section 10-3-1307 UCA): I am an officer, director, agent, employee, or owner of a substantial interest (See ** below) in any business entity that does or anticipates doing business with the City of Marriott-Slaterville. This disclosure is only required immediately prior to any discussion by the public body of which I am a member of by which I am employed, prior to the discussion of the matter relating to such business entity.

□ **PERSONAL INTEREST OR INVESTMENT CITY DISCLOSURE** (Section 10-3-1308 UCA): I have a personal interest or investment that creates a conflict between my personal interests and my public duties.

OPTIONAL DISCLOSURE: Disclosures of other business interests, investments, and other matters are not required to be made by law, but are made with the intent to more fully disclose other interests that may be deemed relent to the administration of public duties, or in furtherance of my intent to provide a more complete disclosure of my economic or person activities, or for other reasons.

3. **DISCLOSURE INFORMATION:**
   a. Individual disclosing information:
      Name: _____
      Address: _____
      City, State, Zip: _____
      Current Employer: _____
      Address: _____
      Occupation/Job Title: _____
      Previous Year Employer: _____
      Address: _____
      Occupation/Job Title: _____

   b. Name and address of the person or business entity being assisted or in which the elected official, appointed or municipal employee has a substantial interest:
      Name _____
      Address _____
      City, State, and Zip _____

   c. A brief description of the transaction as to which services are rendered or are to be rendered, and the nature of the service performed or to be performed.
      _____
      _____
      _____

   d. The name of each entity in which the individual holds any stocks or bonds having a fair market value of $5,000 or more as of the date of the disclosure form or during the preceding year, **excluding** funds that are managed by a third party, including blind trusts, managed investment accounts, and mutual funds:
      _____
      _____

   e. A brief description of the type of business or activity conducted by the entity/entities or organization described in 3d: _____.

f. The name(s) of the individual's spouse and/ any other adult residing in the household who is not related by blood or marriage, as applicable:

   Name: _____
   Occupation: _____

g. Description of any other matter or interest that the individual believes may constitute a conflict of interest.

   _____

   _____

   _____

   _____

I understand that this document is public information and shall be available for public examination.

Signature: _____

Date: _____

Received by: _____

Date: _____

_____

*Per Utah State Law, Disclosure Statements will be filed between January 1st – 31st of each year and will be posted on the city website until the term of the official/employee has ended.

** Substantial interest means the ownership, either legally or equitably by the officer or employee, his or her spouse, or his or her minor children, of at least 10 percent of the outstanding shares of the corporation or 10 percent interest in any other business entity.

Staff Report

February 26, 2026

Perry City Planning Commission

Zone Change Request from Agricultural to R1/3 – Brett Jones, located at approximately 1450 W 2250 S (Davis Dr)

Summary

This application includes three adjacent parcels totaling about 28 acres. The current zoning is Agricultural. The developer is requesting the R1/3 zoning district. This application does not include a development agreement, but is simply a request to change the zoning. No development plan has been provided and if one is provided Council should understand that without a development agreement it would not be binding. The R1/3 zoning district allows for single family lots of 15,000 sf or larger. Eight multi-family units are permitted on the density map for this property.

The surrounding uses include agriculture, scattered residences, the railroad, and pending residential development. Adequate water and sewer exist in 2250 S. 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.

Conformance to General Plan and Code Compliance

Zone changes are legislative decisions. City Council will be the final land use authority and any information and opinion can be considered when making the decision. The future land use map shows the area to be agricultural. It is worth noting that the south side of 2250 is shown to be residential and that utilities are available in the street.

The previous application for development on this property generated significant discussion regarding emergency access. If this zone change were approved the owner could develop up to thirty units on one access.

Section 15.07.080.2 states

> *As a general policy - responsive to the General Plan to (i) ensure that any increased residential density is met with public parks and green space for new and existing residents and for neighborhood beautification, and (ii) support Conservation Subdivisions - the highest-density residential zone for which the City Council may approve a proposed Zoning Map amendment under paragraph 3 of this Subsection is RE1/2 or R1/2. Real Property owners may accomplish additional single-family residential density by utilizing a Conservation Subdivision. The City Council may approve exceptions to such general policy at its sole discretion.*

This section sets a policy of not approving higher density zoning than R1/2, however, Planning Commission recommends utilizing the exception language found in the code section above. Considering the intent of the above policy, the city should be conscientious and careful about approving additional density, and prior to doing so, should consider Conservation Subdivisions and/or other creative development solutions to further the priorities of the General Plan.

Planning Commission Hearing and Recommendation

Planning Commission held a public hearing for this request. One neighbor provided a letter in support of

the request. Another neighbor spoke at the meeting in opposition to the request.

Planning Commission recommends that City Council exercise the exception language found in 15.07.080.2 to approve this request for zone change. This recommendation was made with a 5-1 vote.

Considerations and Recommendations

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



PERRY CITY
ORDINANCE NO. 25-Q

ZONING MAP AMENDMENT

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

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

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

WHEREAS, Title 10, Chapter 20, 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 amended application to Amend the Zoning Map to the R 1/3 zoning district;

WHEREAS, after publication of the required notice the Planning Commission held its public hearing on October 2, 2025, to take public comment on the proposed ordinance. The Planning Commission gave its recommendation to deny this Ordinance on November 6, 2025 with a 6-0 vote. City Council considered this application in a public meeting on December 11, 2025 and sent the application back to Planning Commission with an option for the applicant to amend their application;

WHEREAS, the City Council received the recommendation from the Planning Commission and approved the Application in a public meeting on February 26, 2026;

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

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

Section 2: **Zoning Map Amendment.** The Official Zoning Map of Perry City, Utah, is hereby amended to apply the R 1/3 zoning district for the following parcels located at approximately 1425 W 2250 S (Davis Dr): 03-157-0156, 03-157-0119, and 03-1570124.

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

in full force and effect.

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

PASSED AND ADOPTED by the City Council on this 26th day of February 2026.

_____
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

PERRY CITY
RESOLUTION 2026-04

INTERLOCAL AGREEMENT FOR UNIFIED POLICE

A RESOLUTION OF PERRY CITY, UTAH, ADOPTING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN PERRY CITY AND TREMONTON CITY FOR UNIFIED LAW ENFORCEMENT AND POLICE SERVICES; 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, Perry City and Tremonton City have negotiated an Interlocal Cooperation Agreement ("Agreement") for law enforcement and police services;

WHEREAS, the Utah Interlocal Cooperation Act set forth in Title 11, Chapter 3 of the *Utah Code Annotated* permits governmental bodies to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, City desires to enter into the attached Agreement in Exhibit "A" incorporated herein by this reference for the services as outlined;

WHEREAS, the Parties find mutual benefit in this Interlocal Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Perry City, Utah, that the Agreement attached hereto as Exhibit "A" and incorporated herein by this reference is approved and adopted for the purposes contained therein. The City Council hereby authorizes and directs the Mayor to execute said Interlocal Agreement along with any subsequent documents relating thereto for and on behalf of the City.

PASSED AND APPROVED by the Perry City Council this ____ day of _____, 2026.

_____
Mayor

ATTEST:

_____
City Recorder

INTERLOCAL AGREEMENT
FOR UNITED POLICING SERVICES
BETWEEN TREMONTON CITY AND PERRY CITY

This Interlocal Agreement (hereinafter the "Agreement") is entered into on the 5th day of January 2026, by and between Tremonton City, a body corporate and politic of the State of Utah (hereinafter "Tremonton"), and Perry City, a body corporate and politic of the State of Utah (hereinafter "Perry"). The Parties may be referred to individually as "Party" or "City," or collectively as "Parties" or "Cities".

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, powers and privileges that will benefit their citizens and make the most efficient use of their resources; and,

WHEREAS, Perry and Tremonton mutually explored the feasibility of contracting for police services wherein Tremonton would hire Perry's current sworn officers as Tremonton employees and thereafter Perry would pay Tremonton a payment for police services; and

WHEREAS, after discussion between the Parties, it was determined that there was good cause and mutual benefits for the Parties to consider contracting for police services; and

WHEREAS, after further consideration of administering a contract for services the Parties decided that a better financial arrangement for realizing the mutual benefits of the Parties working together would be that each Party maintain separate financial budgets for police services, and that each Party unite their respective staff to be under the same chain of command and supervision (hereinafter referred to as "United Department"); and

WHEREAS, Perry finds and determines the United Department provides the following benefits:
• Increased budgetary effectiveness while creating an enhanced police service
• Increased police presence with more sworn officers on patrol 24 hours a day
• 30 full-time sworn officers instead of 9
• Expansion of a trained investigations division
• Access to a trained K-9 and handler for narcotics searches
• Expansion of ICAC and special investigation resources
• Increased manpower for emergency response

WHEREAS, Tremonton finds and determines that the United Department provides the following benefits:
• Increased police presence with multiple officers on patrol during each shift
• Access to approximately 30 full-time sworn officers rather than 21
• Access to expanded investigations and specialty unit resources
• Expansion of ICAC and special investigation resources
• Additional administrative and supervisory efficiencies
• Increased manpower and unified response capability during critical incidents

WHEREAS, Tremonton and Perry have evaluated multiple service models and determined that a unified policing structure provides the most cost-efficient and effective method of delivering police services to both communities; and

WHEREAS, both Parties desire to formalize this cooperative approach through an Interlocal Agreement that defines responsibilities, establishes operational authority, and unites personnel under a single chain of command; and

WHEREAS, in accordance with Utah Code Annotated ("UCA") Title 10, Tremonton and Perry are authorized to provide police services within their respective jurisdictions; and

WHEREAS, in accordance with UCA §11-13-202, the Parties are authorized to enter into interlocal agreements for joint or cooperative action, including the unification of police agencies; and

WHEREAS, in accordance with UCA §11-13-202.5, approval of this Interlocal Agreement by Resolution adopted by each City council is required to effectuate unification of police services; and

WHEREAS, the Parties now desire to establish a United Police Department on a pilot basis for approximately one quarter (1.25) year, during which Tremonton will assume operational oversight and both Cities will share personnel and resources in a unified policing model;

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

Section I: Services

1. Police Services. The Parties agree to operate as a United Department, providing comprehensive police services and coverage across the combined municipal jurisdictional boundaries of Tremonton and Perry. The United Department shall respond to calls for service and conduct enforcement activities within the corporate limits of both cities without restriction.
2. These Police Services include, but are not limited to:
    a. Patrol services.
    b. Traffic enforcement and regulation.
    c. Criminal investigations.
    d. School Resource Officer assignments.
    e. K-9 operations.
    f. ICAC and special investigations.
    g. Parking enforcement.
    h. Warrant service.
    i. Emergency response and critical incident operations.
3. Exceptions. Services traditionally categorized as code enforcement, animal control, and animal shelter, including but not limited to land-use violations, nuisance complaints, and non-criminal municipal code enforcement, shall remain the responsibility of each City individually and respectively, and such are not included within the scope of this Agreement.

Section II: Term

1. Pilot Program Purpose. The purpose of the Pilot Period is to allow both Parties to evaluate:
    a. Service levels.
    b. Response times.
    c. Staffing efficiency and morale.
    d. Financial impacts.
    e. Community satisfaction.
    f. Operational performance.
    g. Trial before making organizational branding changes.

2. Pilot Period and Renewal.
    a. This Agreement shall begin on April 1, 2026 and remain in full force and effect through June 30, 2027, which shall constitute the Pilot Period.
    b. If neither Party provides notice of termination during the Pilot Period, this Agreement shall automatically renew for a twelve (12) month term beginning on July 1st each year and may automatically renew for up to fifteen (15) consecutive twelve-month terms, so long as neither Party elects to terminate the Agreement pursuant to subsection (b) below.
3. Pilot Period Termination.
    a. A Party choosing not to continue beyond the Pilot Period must provide written notice no later than June 30, 2027.
    b. Either Party may terminate this Agreement, with or without cause, by providing the other Party with twelve (12) months' advance written notice.
    c. This notice requirement ensures adequate time for transition planning, personnel reassignment, equipment redistribution, and administrative restructuring necessary to resume separate departments if required.
4. Pilot Period Reporting. During the Pilot Period, a representative of the United Department shall provide each Party's governing body with a progress report that evaluates the factors above. This progress report shall be provided monthly during the pilot period.
5. Termination by Additional Unification. In the event that either Party or both Parties become part of additional uniting or consolidating of police services, this Agreement shall automatically terminate. This will allow for the new Agreement, if any, to supersede this Agreement.

Section III: Budget

1. Current FY Budget. The Parties shall each continue to budget and fund their own respective police departments. Except for expenses explicitly described herein, no exchange of funds shall occur between the Parties.
2. 2026-27 Budget. Effective on July 1, 2026, the following applies:
    a. Pay and Benefits. Each Party shall be responsible for wages, overtime, and benefits for employees hired by that Party. To ensure equity, fairness, consistency, and morale within the United Department, the Parties expressly agree that all sworn officers, civilian support staff, and specialty personnel performing substantially similar duties shall receive identical base pay, rank pay, and specialty pay and benefits regardless of their employing city. Each party shall provide comparatively similar benefits, retirement contributions, and insurance.
    b. Compensation and benefits shall be standardized and unified across the United Department and shall include, but not be limited to:
        i. Base wages.
        ii. Overtime wages.
        iii. Step increases and merit increases.
        iv. Cost-of-living adjustments.
        v. Promotional pay.
        vi. Specialty and assignment pay.
        vii. Uniform allowances.
        viii. Health insurance.
        ix. Retirement contributions.
        x. Paid time off and leave accruals.
        xi. Employee Assistance Program access.
        xii. Training compensation.
        xiii. Dispatch services.
        xiv. Any other benefit, stipend, or allowance provided by either Party

    c. No Party may provide compensation or benefits materially greater or materially less than those provided by the other Party.
    d. This mandate is essential to preserve morale, fairness, and operational cohesion within the United Department.
3. Perry Staffing. Perry currently employs:
    a. One (1) Police Chief.
    b. Two (2) Police Sergeants.
    c. Six (6) Sworn Officers.
    d. One (1) full-time Civilian Administrative Secretary.
4. Perry agrees to maintain staffing at current or greater levels during this Agreement. Staffing should be approximately one (1) sworn officer per 750 residents, consistent with ratios used by participating Cities.
5. Tremonton Staffing. Tremonton Currently employs:
    a. Seventeen (17) sworn officers
    b. Five (5) SWAT officers
    c. Two (2) administrative/evidence/records staff
6. Tremonton agrees to maintain staffing at current or greater levels during this Agreement. Staffing should be approximately one (1) sworn officer per 750 residents, consistent with ratios used by participating Cities.
7. Equipment, Vehicles, and Other Expenses. Each Party shall continue to fund and maintain its own equipment and associated expenses, including but not limited to:
    a. Vehicles and maintenance.
    b. Fuel.
    c. Training and certification.
    d. Firearms and ammunition.
    e. Computers and digital equipment.
    f. Body-worn and in-car cameras.
    g. Uniforms and protective gear.
    h. Other equipment required to provide police services.
8. Morale. To maintain morale and professional consistency, the Parties agree to work collaboratively to ensure that the type, quality, and replacement cycle of equipment remains comparable between officers of the United Department.
9. Draft Budgets. The Tremonton Chief of Police or assigned Captain or Lieutenant shall prepare and present draft budgets to each Party's governing body to ensure appropriate funding for comparable equipment.
10. Ownership. Each Party retains ownership and possession of all equipment purchased or owned by that Party, whether acquired before or during the term of this Agreement.
11. Budget Management:
    a. The Tremonton Chief of Police shall oversee and coordinate operational budgeting for both Parties and shall report directly to each Mayor and City Council.
    b. Any purchase exceeding five thousand dollars ($5,000) from Perry's budget requires approval from the Perry Mayor.
    c. The Tremonton Chief of Police shall prepare and present all draft budgets or budget amendments for each Party for approval.
12. Lexipol/Lexipol. To ensure consistent and uniform policy standards, the Parties agree to consolidate Lexipol subscriptions into a single unified policy system, with the subscription cost being shared as agreed upon.
13. Spillman (Records Management System). Spillman. The Parties shall consolidate the records management system known as "Spillman" (or its successor system) into a single subscription for the United Department. Parties shall work with their current Dispatch provider to find the most effective means to accomplish this.

14. Line of Duty Benefits. The Parties acknowledge the requirements of the Utah Public Safety Officer and Firefighter Line-of-Duty Death Act (UCA §53-17) and agree that each Party shall fund line-of-duty benefits for their respective employees as required by law.
15. Insurance. Each Party shall maintain adequate insurance coverage for its own employees and equipment, including but not limited to:
    a. Workers; Compensation.
    b. Liability.
    c. Auto and collision.
16. Equipment Liability. Tremonton assumes no responsibility or liability for injury to Perry personnel or damage to Perry equipment. Perry assumes no responsibility or liability for injury to Tremonton personnel or damage to Tremonton equipment.
17. Executive Oversight and Cost Sharing. After the pilot period the Parties shall consider:
    a. The Parties acknowledge that the Tremonton Chief of Police provides executive leadership, administrative oversight, strategic planning, budgeting coordination, and unified command services for the United Department, which directly benefit all participating cities.
    b. In recognition of these shared services, the Parties agree to share the cost of the Tremonton Chief of Police's compensation, including salary and employer-paid benefits, based on each city's proportion of the combined population served by the United Department.
    c. For purposes of this Agreement, the population-based cost-sharing percentages are as follows:
        i. Tremonton City: 14,031 residents — 60.3%.
        ii. Perry City: 6,372 residents — 27.4%.
        iii. Garland City: 2,862 residents — 12.3%.
        iv. Total Combined Population: 23,265 residents — 100%.
18. Review. Population figures shall be reviewed annually using the most recent certified population estimates available from the State of Utah or the U.S. Census Bureau and adjusted accordingly upon mutual agreement of the Parties.
19. Chief Status. Cost sharing under this subsection does not alter the employment status of the Chief of Police, who shall remain solely employed by the City of Tremonton.

Section IV: Supervision and Leadership

1. Tremonton Chief of Police. The Tremonton Chief of Police shall serve as the executive head of the United Department and shall supervise all sworn officers, reserve officers, part-time officers, animal control officers, animal shelter technicians, crossing guards, evidence/records personnel, administrative staff, and any other police support personnel employed by either Party.
2. Appointment. Tremonton shall solely fund and appoint the position of Chief of Police.
3. Oversight. To ensure coordinated oversight and communication, the Tremonton Chief of Police shall make a good-faith effort to attend city council meetings for each Party as schedules reasonably allow, or may designate a qualified representative to attend on the Chief's behalf.
4. Future Positions.
    a. In the event the position of Tremonton Chief of Police becomes vacant due to retirement, resignation, or separation, and so long as a city is participating in executive oversight cost-sharing pursuant to Article III(h), that city shall be afforded a consultative role in the selection process.
    b. Tremonton's current sergeants will maintain their rank and shall perform supervisory, operational, and administrative duties as assigned by the Tremonton Chief of Police. Tremonton officers will maintain their current rank and special duty assignments.

c. Consultative participation may include representation on an interview panel, input regarding desired qualifications, and the opportunity to provide advisory recommendations. Such participation shall be structured in a manner reasonably reflective of each participating city's proportional contribution to executive oversight costs.
d. Final hiring authority shall remain exclusively with Tremonton City, and nothing in this subsection shall be construed to create joint employment, shared appointment authority, or veto power.

5. Perry Police Supervisory Reassignment. Perry's current Police Chief shall be reassigned to the rank of Captain, operating within the United Department's chain of command. This Captain position shall be funded by Perry City. Perry's current Police Chief will be considered a Regular Full-Time employee having successfully completed Perry's introductory period. The Captain shall perform supervisory, operational, and administrative duties as assigned by the Tremonton Chief of Police. Perry's current sergeants will maintain their rank and shall perform supervisory, operational, and administrative duties as assigned by the Tremonton Chief of Police.
6. Rank Advancement and Special Assignments. The Tremonton Chief of Police, in conjunction with supervisory staff, shall oversee all rank advancements, promotions, and special assignments within the United Department. Employees of both Parties shall have equal standing for consideration. The Chief of Police shall make the final determination for all promotions and special assignments.
7. Training. The Tremonton Chief of Police shall develop, coordinate, and approve all training programs for the United Department. The Chief shall determine:
    a. Training topics.
    b. Required certifications.
    c. Scheduling.
    d. Attendance.
    e. Curriculum and instructors.
    f. The Chief may authorize training-related expenditures from Perry's budget, within approved amounts, for Perry employees.
8. Discipline. The Tremonton Chief of Police shall administer discipline for Perry employees who are part of the United Department for:
    a. Verbal reprimands.
    b. Written reprimands.
    c. Paid administrative leave.
    d. Suspensions of fewer than two (2) working days.
    e. For disciplinary actions greater than two days, or those defined under Utah Code §§10-3-1105 and 1106 (including demotion, transfer with reduced pay, unpaid suspension, or termination):
        i. The Tremonton Chief of Police shall review the matter and make a written determination.
        ii. The Mayor of Perry shall not discipline any employee under the supervision of the Tremonton Chief of Police without prior consultation with the Chief.
        iii. The Tremonton Chief of Police shall consult with the Perry City Mayor and Human Resource Director prior to the involuntary termination of any Perry employee. This is to ensure that the employment rights under Perry City Policy are adhered to.
9. Annual Evaluations. The Tremonton Chief of Police or designee shall prepare annual evaluations for Perry employees who are part of the United Department. The Chief shall consult with the Perry Mayor regarding merit increases or performance-based adjustments budgeted by Perry.
10. Shift Scheduling. All scheduling of patrol shifts, specialty assignments, on-call rotations, and staffing of special events shall be determined by the Tremonton Chief of Police or designee.

Scheduling shall prioritize operational efficiency, staffing balance, and equitable workload distribution. Employees of both Parties shall have equal standing for shift scheduling consideration, within the parameters indicated in this section.

11. Chain of Command. The United Department shall operate under the Tremonton Police Department's organizational structure as determined by the Chief of Police. All concerns regarding Police Services raised by the Mayor or City Council of Perry shall be directed to the Tremonton Chief of Police. If concerns remain unresolved, they may be elevated to the Mayor or City Manager of Tremonton.
12. Multiple Public Safety Emergencies. During simultaneous or complex emergencies, operational decisions shall be made by the officer in command at the scene — whether the Tremonton Chief of Police, a Captain, a Lieutenant, a Sergeant, or an on-scene sworn officer from either City. Both Parties acknowledge and accept the risks inherent in emergency judgment and decision-making.
13. No Guarantee of Adequate Resources. Neither Party guarantees that United Department personnel or equipment will be sufficient for every possible emergency. Both Parties acknowledge the inherent limitations of available resources.
14. Reasoned Judgment. The Tremonton Chief of Police and all supervising officers shall have exclusive authority to make operational decisions during emergencies. Both Parties accept the outcomes associated with the exercise of such authority.

Section V: Administration

1. Jurisdiction. Any case, incident, or investigation occurring within the corporate limits of Tremonton shall have a case generated under Tremonton, with citations or criminal charges filed in the Tremonton City Justice Court. Any case, incident, or investigation occurring within the corporate limits of Perry shall have a case generated under Perry, with citations or criminal charges filed in the Box Elder County Justice Court.
2. Response. Nothing in this Agreement limits the authority of officers to respond across boundaries pursuant to Utah law or this Agreement.
3. Reporting. If reporting software consolidation (such as Spillman or its successor) makes unified numbering advantageous, Perry officers shall adopt Tremonton's numbering system.

4. Evidence Safekeeping. Both Parties shall maintain evidence storage facilities for items collected during investigations. Each Party shall continue to employ and fund their respective evidence custodians. Chain-of-custody procedures of the United Department shall apply to both facilities.
    a. Evidence from incidents occurring in Tremonton shall be stored in Tremonton's evidence facility.
    b. Evidence from incidents occurring in Perry shall be stored in Perry's evidence facility.
5. Call Numbers and Electronic Mail. Tremonton officers shall retain call numbers T or "Tango" and Perry officers shall retain call numbers P or "Papa", unless changed by consolidation. If reporting software consolidation (such as Spillman or its successor) makes unified numbering advantageous, Perry officers shall adopt Tremonton's numbering system. All United Department personnel shall be issued Tremonton police email addresses for consistency in communication and records management.
6. Badges, Patches, and Vehicle Markings. Following the successful completion of the pilot Period, the Parties shall work jointly to develop badges and patches that reflect the unified nature of the United Department. To avoid unnecessary vehicle replacement costs, the Parties may implement vehicle magnets or temporary overlays to reflect joint service during the Pilot Period. Permanent vehicle markings shall not occur until after the Pilot Period and only upon mutual agreement of the Parties. Uniforms shall be standardized across all personnel after the Pilot Period, unless both Parties mutually agree to earlier implementation.

7. Hiring of New Personnel. For any positions hired by Perry, the Chief shall consult with the Perry Mayor or the assigned council member before final selection. No final offer of employment shall be extended to a Perry employee without the approval of the Perry Mayor. The Tremonton Chief of Police shall oversee all recruitment and hiring for:
    a. Sworn officers.
    b. Reserve officers.
    c. Animal control officers in the future.
    d. Civilian support staff
8. Vehicle and Body-Worn Camera Footage. All vehicle and body-worn camera footage shall be uploaded to the Tremonton Police Department, which shall serve as the central digital evidence repository. For incidents occurring in Perry, digital copies of relevant footage shall be provided to the Perry evidence facility for case management and court requirements. If camera software consolidation (such as Motorola Evidence Library or its successor) makes unified management advantageous, Perry officers shall adopt Tremonton's system.
9. Animal Control Services. This is reserve for future consideration.
10. Vehicle Liability. This allocation applies regardless of where the accident occurs. If an officer employed by Tremonton is operating a vehicle owned by Perry, or vice versa, and an accident occurs for which the officer is determined to be at fault:
    a. The owner of the vehicle shall submit the insurance claim.
    b. The employing city of the officer shall pay the insurance deductible

Section VI: Miscellaneous

1. Immunity. All sworn officers, civilian employees, and personnel operating under this Agreement shall be covered by the governmental immunity protections provided in Utah Code § 63G-7-101 et seq.
2. Indemnification. Each Party shall indemnify and hold the other harmless from claims arising out of the acts, omissions, use of force, negligence, gross negligence, or intentional conduct of its own employees. This indemnification includes, but is not limited to, alleged civil rights violations and claims arising under State of Utah or federal law. Nothing in this section waives the immunities or liability limitations granted under the Utah Governmental Immunity Act.
3. Notice. Notices required under this Agreement shall be delivered by hand or mailed to the addresses below. Notice is effective upon delivery or three (3) days after mailing to the following:
    a. If to Tremonton: Tremonton City, 102 S. Tremont Street, Tremonton, UT 84337.
    b. If to Perry: Perry City, 1950 South Hwy 89, Perry, UT 84302.
4. Severability. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
5. Breach Remedy. If a Party believes the other Party is in breach of this Agreement, it shall provide written notice describing the breach. The breaching Party shall have thirty (30) days to cure the breach.
6. Mediation Requirement. Before initiating litigation, the Parties shall participate in non-binding mediation. Tremonton shall provide Perry with three (3) certified mediators, and Perry shall select the mediator.
7. Court. If mediation does not resolve the dispute, litigation shall be filed exclusively in the First District Court, Box Elder County, Utah. The prevailing Party shall be entitled to recover reasonable attorney fees and litigation costs.
8. Amendments. Any amendment or modification to this Agreement must be in writing and mutually signed by both Parties.
9. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Utah.

10. Headings. The headings used in this Agreement for informational purposes only and does not afford any legal right.
11. Further Instruments. The Parties agree to execute any additional documents reasonably necessary to effectuate this Agreement.
12. Waiver. A waiver of any provision is valid only for the specific instance in which it is granted and does not constitute a continuing waiver or a waiver of any other provision.
13. Rules of Construction. Standard rules of construction for contracts apply to this Agreement, except Parties have participated in drafting this Agreement and there is no presumption shall be made for or against either Party in interpreting the Agreement.
14. Counterparts. This Agreement may be executed in multiple identical counterparts, each considered an original, which together constitute a single instrument.
15. Incorporation. The Recitals attached to this Agreement are incorporated by reference and form part of this Agreement.
16. Entirety. This Agreement constitutes the entire complete and exclusive statement of the terms between the Parties and supersedes all prior discussions, negotiations, and agreements, whether written or oral.
17. Severability. Any provision which, by its nature, should survive termination or expiration of this Agreement shall survive, including indemnification, liability, and dispute resolution provisions.

IN WITNESS WHEREOF, the Parties have hereunto signed their names effective on the day and year first above written.

FOR TREMONTON CITY:
A body corporate and politic of the State of Utah

By: _____
Mayor, Tremonton City

Attest: _____
Tremonton City Recorder

Approved as to Form: _____
Tremonton City Attorney

FOR PERRY CITY:
A body corporate and politic of the State of Utah

By: _____
Mayor, Perry City

Attest: _____
Perry City Recorder

Approved as to Form: _____
Perry City Attorney

PERRY CITY CORPORATION
RESOLUTION 2026-06

A RESOLUTION AMENDING THE PERRY CITY POLICIES REGARDING RETIREMENT BENEFITS AND SERVICE AGREEMENT WITH UTAH RETIREMENT SYSTEMS

WHEREAS, Perry City adopted the Perry City Policy Manual by resolution on February 27, 2025; and

WHEREAS, the Policy Manual is intended to be a working document, subject to regular review by the Mayor, City staff, and elected officials to ensure it remains current with applicable City, State, and Federal laws and procedures; and

WHEREAS, Perry City is an employer participating in the Utah Retirement System (URS); and

WHEREAS, URS has added new Roth 401(k) and Roth 457 savings plan options, which must be formally adopted by the City to allow employee participation; and

WHEREAS, Perry City desires to provide competitive and beneficial retirement savings options to its employees.

NOW, THEREFORE, be it resolved by the City Council of Perry City, Utah that:

1. Section 4.6 of the Perry City Policy Manual is hereby amended to include Roth 401(k) and Roth 457 savings plans as available employee benefits, as set forth in the proposed amended "401(k) and Other Retirement Plans" policy attached hereto as Exhibit A and incorporated herein by reference.

2. The Mayor and/or appropriate City officials are authorized to execute any required service agreements and related documents necessary to implement and effectuate these benefits through the Utah Retirement Systems.

PASSED AND APPROVED this __day of_____, 2019.

PERRY CITY COUNCIL

By: _____
Kevin Jeppsen, Mayor

[SEAL]

DRAFT

VOTING:

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

ATTEST:

_____
Shanna S. Johnson
City Recorder

RECORDED this ___ day of _____ 2026.
PUBLISHED OR POSTED this ___ day of _____ 2026.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

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

_____ DATE:_____
City Recorder

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4.6 401k and Other Retirement Plans

Retirement Benefit.

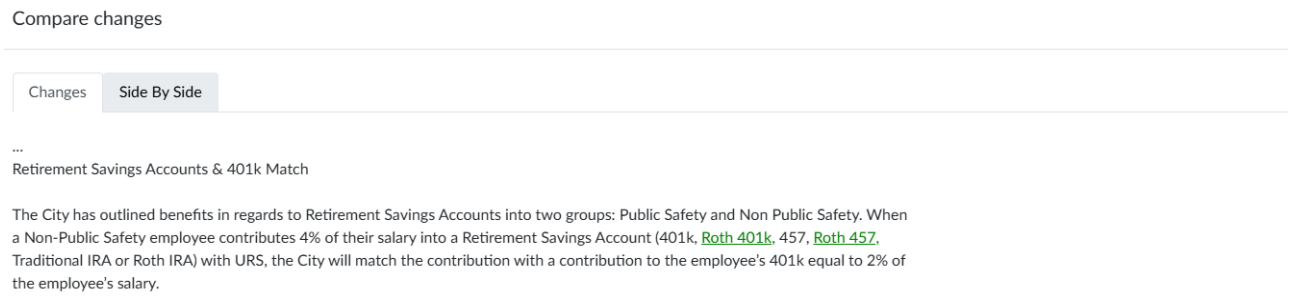
The Retirement Benefit shall be a benefit as outlined by the Utah State Retirement System (URS), and shall be provided under the rules and regulations of the URS. The City shall make the required payments in the percentage and the term as required for each eligible employee. An eligible employee is defined by URS as one who works 20 or more hours per week and receives any other benefit including any elected or appointed officials. Tier 2 Mayor and Council are designated as part-time ineligible for retirement.

Tier 2 appointed officers and employees are eligible for retirement if they work a minimum of twenty-five (25) hours or more per week.

The City shall ensure that employees covered under this benefit receive training, to be able to use their retirement account to its fullest extent.

Retirement Savings Accounts & 401k Match

The City has outlined benefits in regards to Retirement Savings Accounts into two groups: Public Safety and Non Public Safety. When a Non-Public Safety employee contributes 4% of their salary into a Retirement Savings Account (401k, Roth 401k, 457, Roth 457, Traditional IRA or Roth IRA) with URS, the City will match the contribution with a contribution to the employee's 401k equal to 2% of the employee's salary.


Compare changes

Changes | Side By Side

...
Retirement Savings Accounts & 401k Match

The City has outlined benefits in regards to Retirement Savings Accounts into two groups: Public Safety and Non Public Safety. When a Non-Public Safety employee contributes 4% of their salary into a Retirement Savings Account (401k, Roth 401k, 457, Roth 457, Traditional IRA or Roth IRA) with URS, the City will match the contribution with a contribution to the employee's 401k equal to 2% of the employee's salary.

- Elected Officials
- Appointed Officials

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Utah Retirement Systems
PO Box 1590
Salt Lake City, UT 84110-1590
801-366-7720 | 800-688-4015
www.urs.org

DESIGNATED ROTH SERVICE AGREEMENT FORM

INSTRUCTIONS:

1. Use this form to select URS savings plans and/or programs you, as the employer, elect to offer to your employees through URS outside of the mandated participation and requisite contributions for employees in the Tier 2 retirement systems. Please note, if you are currently a participating employer any changes will supersede previous selections.
2. Complete all applicable sections and indicate participation by checking all boxes that apply. You must check the box for any plan or program you wish to participate in. If you do not check the box for a particular option, your employees will not be able to participate in that plan or program through payroll deduction (even if you have previously participated).
3. In order to formally elect an employer pick-up of retirement contributions in the Tier 2 Public Safety and Firefighter Contributory Retirement System, please see form *MEMS-50*.
4. Employers are required to have clearly defined policies outlining non-elective contributions, matching contributions, and/or restrictions to employee elective contributions, in addition to those required by Utah Code Title 49.
5. Contributions into the 401(k) and Roth 401(k) Plans must be coordinated with contributions to other qualified defined contribution plans and code 403(b) plans, for maximum limit testing.
6. Contributions and into the 457(b) and Roth 457(b) Plan must be coordinated with contributions to other employer sponsored governmental 457(b) plans, for maximum limit testing.
7. Employers participating in the Automatic Enrollment Plan are required to have a clear and defined policy regarding automatic contributions.
8. The *401(k) and 457(b) Plan Documents, 401(k), Roth 401(k), 457(b), and Roth 457(b) Summary Plan Descriptions, IRA Disclosures, and IRA Guidebook* are available at www.urs.org or by contacting the Savings Plans Department.

SECTION A » EMPLOYER INFORMATION

Name of Employer	Unit Number
Perry city	
Email Address	**Phone Number**
Sjohnson@perrycityut.gov & Tbischoff@perrycityut.gov	435-723-6461

SECTION B » Roth 401(k) PLAN

The employer authorizes the following (check all that apply):

☑ **Roth 401(k) Plan Participation** – Indicate if you permit your employees to participate and make elective contributions to the Roth 401(k) Plan through after-tax payroll deduction.

☑ **Roth 401(k) Matching** – Indicate if you offer a Roth 401(k) match for your employees.

This employer match will be posted to the: ☑ **401(k) Plan** ☐ **457(b) Plan**

Specify your matching formula (e.g. 100% match up to 5%, dollar for dollar match up to $200, 50% match up to 8%) and which tier (Tier 1, Tier 2, or both) the match applies to:

We match 2% on any 4% contribution to a savings plan

*Continue **Section B** on Next Page >>*

SECTION B » Roth 401(k) PLAN

☐ **Automatic Enrollment** – Indicate if you automatically enroll new employees and the default percentage to which you enroll them in the Roth 401(k) Plan.

Percent of automatic employee contribution _____%.

☐ **Automatic Escalation** – Indicate if you participate in automatic escalation and the percentage you annually escalate employee contributions.

Annual percent of automatic employee contribution escalation _____%, up to _____% (max. 15%).

☑ **Loans** – Indicate if you allow loans from the Roth 401(k) Plan through after-tax payroll deductions for loan repayments.

☐ **Indicate if you allow Defined Benefit ineligible employees to make elective contributions to the Roth 401(k) Plan.**

☑ **Roth 401(k) Restrictions** – Indicate if you have restrictions to Roth 401(k) elective contributions and/or matching contributions.

Describe any restrictions you have to employee elective contributions and/or matching contributions:

must contribute 4% to Savings Plan to get 2% match

SECTION C » ROTH 457(b) PLAN

The employer authorizes the following (check all that apply):

☑ **Roth 457(b) Plan Participation** – Indicate if you permit your employees to participate and make elective contributions to the Roth 457(b) Plan.

☑ **Roth 457(b) Matching** – Indicate if you offer a Roth 457(b) match for your employees.

This employer match will be posted to the: ☑ **401(k) Plan** ☐ **457(b) Plan**

Specify your matching formula (e.g. 100% match up to 5%, dollar for dollar match up to $200, 50% match up to 8%) and which tier (Tier 1, Tier 2, or both) the match applies to:

We match 2% when employee contributes 4% to any savings plan

*Continue **Section C** on Next Page >>*

SECTION C » ROTH 457(b) PLAN

☐ **Automatic Enrollment** – Indicate if you automatically enroll new employees and the default percentage to which you enroll them in the Roth 457(b) Plan.

Percent of automatic employee contribution _____%.

☐ **Automatic Escalation** – Indicate if you participate in automatic escalation and the percentage you annually escalate employee contributions.

Annual percent of automatic employee contribution escalation _____%, up to _____% (max. 15%).

☑ **Loans** – Indicate if you allow loans from the Roth 457(b) Plan through after-tax payroll deductions for loan repayments.

☐ **Indicate if you allow Defined Benefit ineligible employees to make elective contributions to the Roth 457(b) Plan.**

☐ **Roth 457(b) Restrictions** – Indicate if you have restrictions to Roth 457(b) elective contributions and/or matching contributions.

Describe any restrictions you have to employee elective contributions and/or matching contributions:

See matching rules

SECTION H » EFFECTIVE DATE OF SERVICE AGREEMENT

These changes will only be made prospectively and URS is prohibited from making retroactive changes.

Desired effective date: ☐ As soon as administratively possible **or** ☐ Future Date: _____

SECTION I » EMPLOYER AUTHORIZATION

By signing and submitting this Service Agreement Form for processing, I certify that:

- I have the power and authority to sign and make changes on behalf of the named employer;
- I understand and agree on behalf of the named employer to comply with the employer requirements and obligations as found in Utah Code Title 49 and applicable URS rules and policies;
- I understand the URS 401(k) and 457(b) Plans are established and governed by Utah Code Title 49 and are administered as federally qualified plans, which means they must comply with the Internal Revenue Code and applicable IRS regulations and guidance;
- The named employer has reviewed the *Roth 401(k), and Roth 457(b) Summary Plan Descriptions*;
- I agree that the named employer will indemnify URS from and against any claims or other liability including attorney fees based upon the named employer's failure to comply with its obligations under this Agreement;
- I understand the named employer is required to have clearly defined policies outlining non-elective contributions, matching contributions, and or restrictions to employee elective contributions, in addition to those required by Utah Title 49;
- I understand participating in the Automatic Enrollment Plan requires the employer to have a clear and defined policy regarding automatic contributions;
- I understand and agree that it is the named employer's responsibility to know and comply with its rights, responsibilities, and obligations under Utah Code Title 49.

Print Name	**Title**
Authorized Signature	**Date**

URS
Utah Retirement Systems

Help Your Employees Build Tax-Free Retirement Income

Roth 401(k) and 457(b) Plans:
Why You Should Offer Them



What They Are

Roth 401(k) and Roth 457(b) plans are retirement savings options that allow employees to contribute **after-tax dollars** and enjoy **tax-free withdrawals** in retirement.

How They Benefit Employees

- **Tax-Free Growth:** Contributions grow tax-free, and qualified withdrawals are 100% tax-free
- **No Income Limits:** Unlike Roth IRAs, high earners can contribute
- **Diversification:** Offers tax diversification alongside traditional pre-tax 401(k) and 457(b) contributions
- **Maximize Savings Potential:** Generous contribution limits

How They Benefit Employers

- **Attract and Retain Talent:** Enhance your benefits package and show employees you care about their financial future
- **Encourage Engagement:** More savings options can boost overall employee participation and engagement in your retirement plans
- **No Cost to You:** No additional cost for employers to offer these plans alongside traditional 401(k) and 457(b)

Which Employees Can Benefit Most?

- **Younger employees** currently in lower tax brackets
- **High-income earners** seeking tax diversification
- **Employees expecting** higher taxes in retirement

Learn more:
www.urs.org/us/newroths

12/11/25

Utah Retirement Systems
PO Box 1590
Salt Lake City, UT 84110-1590
801-366-7720 | 800-688-4015
www.urs.org

SERVICE AGREEMENT FORM

INSTRUCTIONS:

1. Use this form to select URS savings plans and/or programs you, as the employer, elect to offer to your employees through URS outside of the mandated participation and requisite contributions for employees in the Tier 2 retirement systems. Please note, if you are currently a participating employer any changes will supersede previous selections.
2. Complete all applicable sections and indicate participation by checking all boxes that apply. You must check the box for any plan or program you wish to participate in. If you do not check the box for a particular option, your employees will not be able to participate in that plan or program through payroll deduction (even if you have previously participated).
3. In order to formally elect an employer pick-up of retirement contributions in the Tier 2 Public Safety and Firefighter Contributory Retirement System, please see form *MEMS-50*.
4. Employers are required to have clearly defined policies outlining non-elective contributions, matching contributions, and/or restrictions to employee elective contributions, in addition to those required by Utah Code Title 49.
5. Contributions into the 401(k) and Roth 401(k) Plans must be coordinated with contributions to other qualified defined contribution plans and code 403(b) plans, for maximum limit testing.
6. Contributions and into the 457(b) and Roth 457(b) Plan must be coordinated with contributions to other employer sponsored governmental 457(b) plans, for maximum limit testing.
7. Employers participating in the Automatic Enrollment Plan are required to have a clear and defined policy regarding automatic contributions.
8. The *401(k) and 457(b) Plan Documents, 401(k), Roth 401(k), 457(b), and Roth 457(b) Summary Plan Descriptions, IRA Disclosures, and IRA Guidebook* are available at www.urs.org or by contacting the Savings Plans Department.

SECTION A » EMPLOYER INFORMATION

Name of Employer	Unit Number
Perry city	
Email Address	**Phone Number**
sjohnson@perrycityut.gov + TBischoff@perrycityut.gov	435-723-6461

SECTION B » 401(k) PLAN

The employer authorizes the following (check all that apply):

☒ **Tier 1 401(k) Plan Participation** – Indicate if you permit your Tier 1 employees to participate and make elective contributions to the 401(k) Plan.

☒ **Tier 2 401(k) Plan Participation** – In accordance with Title 49 of the Utah Code, participating employers are required to allow Tier 2 employees to make elective contributions to the URS Defined Contribution 401(k) Savings Plan.

☒ **401(k) Matching** – Indicate if you offer a 401(k) match for your employees.

This employer match will be posted to the: ☒ **401(k) Plan** ☐ **457(b) Plan**

Specify your matching formula (e.g. 100% match up to 5%, dollar for dollar match up to $200, 50% match up to 8%) and which tier (Tier 1, Tier 2, or both) the match applies to:

Perry city will match 2% on a non-public safety employee contribution of 4% or more.

*Continue **Section B** on Next Page >>*

SECTION C » ROTH 401(k) PLAN

☐ **Automatic Enrollment** – Indicate if you automatically enroll new employees and the default percentage to which you enroll them in the Roth 401(k) Plan.

Percent of automatic employee contribution _____%.

☐ **Automatic Escalation** – Indicate if you participate in automatic escalation and the percentage you annually escalate employee contributions.

Annual percent of automatic employee contribution escalation _____%, up to _____% (max. 15%).

☒ **Loans** – Indicate if you allow loans from the Roth 401(k) Plan through after-tax payroll deductions for loan repayments.

☐ **Indicate if you allow Defined Benefit ineligible employees to make elective contributions to the Roth 401(k) Plan.**

☐ **Roth 401(k) Restrictions** – Indicate if you have restrictions to Roth 401(k) elective contributions and/or matching contributions.

Describe any restrictions you have to employee elective contributions and/or matching contributions:

SECTION D » 457(b) PLAN

The employer authorizes the following (check all that apply):

☒ **457(b) Plan Participation** – Indicate if you permit your employees to participate and make elective contributions to the 457(b) Plan.

☒ **457(b) Matching** – Indicate if you offer a 457(b) match for your employees.

This employer match will be posted to the: ☒ **401(k) Plan** ☐ **457(b) Plan**

Specify your matching formula (e.g. 100% match up to 5%, dollar for dollar match up to $200, 50% match up to 8%) and which tier (Tier 1, Tier 2, or both) the match applies to:

Perry city will match 2% on a non-public safety employee contribution of 4% or more

*Continue **Section D** on Next Page >>*

SECTION E » ROTH 457(b) PLAN

☐ **Automatic Enrollment** – Indicate if you automatically enroll new employees and the default percentage to which you enroll them in the Roth 457(b) Plan.

Percent of automatic employee contribution _____%.

☐ **Automatic Escalation** – Indicate if you participate in automatic escalation and the percentage you annually escalate employee contributions.

Annual percent of automatic employee contribution escalation _____%, up to _____% (max. 15%).

☒ **Loans** – Indicate if you allow loans from the Roth 457(b) Plan through after-tax payroll deductions for loan repayments.

☐ **Indicate if you allow Defined Benefit ineligible employees to make elective contributions to the Roth 457(b) Plan.**

☐ **Roth 457(b) Restrictions** – Indicate if you have restrictions to Roth 457(b) elective contributions and/or matching contributions.

Describe any restrictions you have to employee elective contributions and/or matching contributions:

SECTION F » TRADITIONAL IRA

The employer authorizes the following (check all that apply):

☒ **Traditional IRA Participation** – Indicate if you permit your employees to participate in the Traditional IRA program through after-tax payroll deduction.

☒ **Traditional IRA Matching** – Indicate if you offer a Traditional IRA match for your employees.

This employer match will be posted to the: ☒ **401(k) Plan** ☐ **457(b) Plan**

Specify your matching formula (e.g. 100% match up to 5%, dollar for dollar match up to $200, 50% match up to 8%) and which tier (Tier 1, Tier 2, or both) the match applies to:

Perry city will match 2% on a non-public Safety employee contribution of 4% or more.

*Continue **Section F** on Next Page >>*

SECTION H » EFFECTIVE DATE OF SERVICE AGREEMENT

These changes will only be made prospectively and URS is prohibited from making retroactive changes.

Desired effective date: ☒ As soon as administratively possible **or** ☐ Future Date:_____

SECTION I » EMPLOYER AUTHORIZATION

By signing and submitting this Service Agreement Form for processing, I certify that:

- I have the power and authority to sign and make changes on behalf of the named employer;
- I understand and agree on behalf of the named employer to comply with the employer requirements and obligations as found in Utah Code Title 49 and applicable URS rules and policies;
- I understand the URS 401(k) and 457(b) Plans are established and governed by Utah Code Title 49 and are administered as federally qualified plans, which means they must comply with the Internal Revenue Code and applicable IRS regulations and guidance;
- The named employer has reviewed the *401(k) and 457(b) Plan Documents, 401(k), Roth 401(k), 457(b) and Roth 457(b) Summary Plan Descriptions, IRA Disclosures, and IRA Guidebook*;
- I agree that the named employer will indemnify URS from and against any claims or other liability including attorney fees based upon the named employer's failure to comply with its obligations under this Agreement;
- I understand the named employer is required to have clearly defined policies outlining non-elective contributions, matching contributions, and or restrictions to employee elective contributions, in addition to those required by Utah Title 49;
- I understand participating in the Automatic Enrollment Plan requires the employer to have a clear and defined policy regarding automatic contributions;
- I understand and agree that it is the named employer's responsibility to know and comply with its rights, responsibilities, and obligations under Utah Code Title 49.

Print Name	**Title**
Authorized Signature	**Date**

PERRY CITY COUNCIL RETREAT
WORK SESSION
PERRY CITY OFFICES
February 7, 2026 8:07 AM

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

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

OTHERS PRESENT: Melanie Barnhill (online)

ITEM 1: CALL TO ORDER
Mayor Kevin Jeppsen welcomed council members and staff and called the meeting to order.

ITEM 2: DISCUSSION ITEMS

A. **Public Safety**

Chief Scott Hancey presented a proposal regarding a potential unification of police departments between Perry, Tremonton, and Garland through an interlocal agreement. The proposed unification would combine the departments under one banner, allowing for more comprehensive public safety services while minimizing cost increases compared to hiring additional officers directly.

Chief Hancey explained that for Perry to properly staff their department to meet current needs, they would need four additional officers at a cost of approximately $520,000. In contrast, joining with Tremonton and Garland would cost approximately $98,000 while providing increased service levels, including:

- Increasing patrol coverage from one officer to two officers
- Access to specialized units like investigations, K-9, and SWAT teams
- Better opportunities for officer career advancement

Council members raised questions about the logistics of the agreement, with concerns about ensuring Perry's specific needs would be met. Chief Hancey clarified that officers would be assigned to Perry and remain in Perry, not constantly traveling between cities except for major incidents.

He shared that during the pilot period, each city would fund their respective departments, but officer pay scales would be equalized. After the pilot period, the cities would create a board of elected officials to oversee the department. The council discussed potentially sharing

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administrative costs for the top three positions rather than just the chief position as originally proposed.

Some council members noted online criticism of the proposal, including concerns from a sheriff candidate and a highway patrolman. Chief Hancey addressed these concerns, explaining that much of the criticism stems from confusion with the failed Salt Lake County unification model, which was much larger in scope and had different governance issues.

The council agreed to schedule a town hall meeting on February 19th to gather public input before making a decision at the February 26th council meeting.

Chief Hancey also provided an update on the dispatch service transition that occurred on February 2nd. He reported that the transition went smoothly with 911 and non-emergency lines working properly. He noted they would monitor several metrics to measure success, including response times and proper routing of calls.

B. **Projects Update**

Bob Barnhill provided updates on several ongoing city projects:

1. 1200 West Road and Trail project (Historic Orchard Pathway): Construction is continuing with a new deadline of approximately June 1st with liquidated damages if not completed.
2. Mountain View Park: Upgrades to play equipment have been completed, and trails are moving forward with funding, design, and contractor in place.
3. Nelson Well: The well has been drilled, and construction of the pump house and chlorinator is underway.
4. Well generators: These have been installed using grant money, with final gas connections pending.
5. Highway 89 and Parks Master Plans: Both were completed over the past year, primarily using grant funding.

Mr. Barnhill also reported that the bike park construction is scheduled to be completed by the end of May for phase 1, with concept design for phase 2 expected by March 13th. He noted they've applied for a Utah Outdoor Recreation Grant for future phases.

The Council discussed several road connectivity projects that remain priorities, including connecting Chateau Drive to improve east-side connectivity and a connection near the Highway Patrol building. These projects face funding and property acquisition challenges.

There was discussion about a UDOT-approved traffic light at 2700, which would allow for a pedestrian crossing. The city needs to work on property acquisition and road alignment to facilitate this project.

C. **Community Service Progress Review**

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City Recorder Shanna Johnson presented a review of the 2016 community survey results and the Council's progress on addressing community priorities. The top priorities from the survey included:

1. Availability of clean water - Addressed through the Nelson Well project
2. Safety features on Highway 89 - Addressed through the Highway 89 Master Plan
3. Well-maintained roads - Significant progress with increased funding
4. Bike lanes and connecting trails - In progress with the Historic Orchard Pathway and other trails
5. Parks and green spaces - Ongoing improvements including Mountain View Park

The Council discussed the possibility of conducting a new survey to gauge current community priorities. They noted that as the current general plan was completed in 2018, and it would soon be time to begin work on an update.

D. Team Building

No formal team-building activity was conducted during this segment; the group agreed to incorporate interactive elements such as a facilitated discussion or icebreaker into future retreats.

E. 2026 Priorities

The Council discussed their priorities for 2026, deciding to focus on:

1. Public Safety (including police unification and fire services)
2. Business and Economic Development (attracting new businesses to Perry)
3. Road Connections and Crossings
4. Parks and Trails
5. Citizen Affordability (reviewing budgets and ensuring efficient use of funds)
6. Gun Range Improvements

For economic development, Council Member Tueller suggested forming a committee to proactively attract businesses to Perry, especially with new residential development occurring that could help attract larger retailers.

Regarding affordability, the Council discussed the need to review department budgets more realistically and encourage departments to identify potential savings rather than automatically requesting increases each year. Council Member Ostler emphasized the importance of continuing to invest in quality staff while seeking efficiencies.

F. Other Discussion

Council Member Ostler presented ideas for modernizing the city's website, including:

1. Adding an AI-powered chatbot to help residents find information quickly
2. Creating financial dashboards for transparency
3. Simplifying navigation and design

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Ms. Johnson noted that city staff had been exploring website updates, and the Council was receptive to pursuing improvements. Mr. Ostler offered to donate time to help develop the new website with professional oversight.

Mayor Jeppsen provided an update on the gun range, reporting that they had negotiated a new $24,000 contract with the Air Force. Additionally, the Air Force has offered $5,000 to address mud issues at the facility. The city is coordinating with contractors to survey the area and determine what improvements can be made.

ITEM 3: EXECUTIVE SESSION

MOTION: Council Member Tueller made a motion to close the public meeting and open a closed session to discuss strategy regarding pending or reasonably imminent litigation. Council Member Wright seconded the motion.

Closed Session opened at 11:22AM.

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

Motion Approved. 5 Yes, 0 No.

MOTION: Council Member Tueller made a motion at 11:56AM to close the closed session and move back into the public meeting. Council Member Walker seconded the motion.

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

Motion Approved. 5 Yes, 0 No.

ITEM 4: ACTION ITEM

A. Possible Action to Grant an Exception to Perry City Policy & Procedure 12.C

The action item was tabled.

ITEM 5: ADJOURNMENT

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

Motion Approved. All Council Members were in favor.

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The meeting adjourned at 11:56AM.

Kevin Jeppsen, Mayor

Shanna Johnson, City Recorder

Misty Moesser, Deputy Recorder

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PERRY CITY COUNCIL MEETING
PERRY CITY OFFICES
February 12, 2026 7:01 PM

OFFICIALS PRESENT:	Mayor Kevin Jeppsen, Council Member Dave Walker, Council Member Toby Wright, Council Member Blake Ostler, Council Member Ashley Young, and Council Member Nathan Tueller
OFFICIALS ABSENT:	None
CITY STAFF PRESENT:	City Recorder/Finance Director Shanna Johnson, City Administrator Bob Barnhill, Chief Scott Hancey (online), Public Works Director Zach Allen, Deputy Recorder Anita Nicholas and Deputy Recorder Misty Moesser
OTHERS PRESENT:	Chuck Vesco, David Rogers, Chuck Palmer and Russ Fox
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. Appointments

a. **Planning Commission Vice Chair**

City Administrator Bob Barnhill introduced the Planning Commission Vice Chair appointee. He explained that Paul White had been serving as Vice Chair and had moved into the role of Commission Chair for 2026. The Planning Commission proposed that Commissioner Steven Moss be appointed as the Vice Chair for 2026, with the understanding that he would move into the Chair position the following year.

Council Member Walker asked how long Steven Moss had been on the Planning Commission. Mr. Barnhill indicated that it had been a couple of years, possibly three years, and noted that Moss had previously served as Chair. Mr. Barnhill added that Commissioner Moss has been an excellent contributor to the Commission.

MOTION: Council Member Tueller made a motion to appoint Stephen Moss as the Vice Chair of the Planning Commission. Council Member Walker seconded the motion.

ROLL CALL: Council Member Walker, Yes
Council Member Wright, Yes
Council Member Tueller, Yes

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Council Member Young, Yes
Council Member Ostler, Yes

Motion Approved. 5 Yes, 0 No

ITEM 3: PRESENTATIONS

A. State of the City (Note: Fiscal Year 2025 Audited Financial Report was presented first)
Mayor Jeppsen presented the State of the City report, highlighting the city's 2025 priorities and accomplishments:

- Gun Range: The range continues to operate well with volunteers and three paid Range Safety Officers. A project is underway to improve the grade in front of the firing line, funded by a contracted user.
- Roads: The 1200 West Central Trail project has faced coordination challenges with utility companies but is now progressing well. The trail work has continued through the mild winter.
- Master Plans: The Highway 89 master plan was completed in 2025, and work continues on parks and capital facilities plans.
- Fire Services: A contract with Brigham City for fire services has been negotiated, with the long-term goal of creating a fire district in the southern part of Box Elder County.
- Staffing: The city is 100% staffed with an 8% attrition rate. Two new staff members were hired at the wastewater plant, resulting in significant improvements.
- Citizen Engagement: Events included Fourth of July celebrations (which will tie into America's 250th celebration in 2026), Easter egg hunts, Halloween trunk-or-treat, the holiday movie, and a "meet the candidates" night.
- City Hall: 68.5% of the building's bond payment is covered by rent from event space and leased areas, projected to increase to 78% in the coming year.
- Parks and Trails: The Mountain View Bike Park plan has been developed with grants and funding in place for phase 1. Recent drainage issues have been corrected.
- Economic Development: The city has 111 active business licenses and added two new tax-generating businesses in 2025 (Heritage Dodge and Young Ford dealership).
- Financial Health: The city's net position increased by 5.8% to $37,000,000, long-term debt decreased by 7.7%, and tax revenue decreased by 1%. General fund balance currently stands at $1,100,000 or 23.4% (well within the 35% requirement).
- Grant Funding: The city received $1,300,000 in grants, including $1,000,000 for the Nelson well pump house, $45,000 for the parks master plan, $45,000 for police grants, and other smaller grants.

The Mayor noted future focus areas would include completing the 1200 West projects, emergency preparedness and services, updating capital facilities plans, commercial development, completing well #5, installing generators for all wells, and improving city utilities and infrastructure.

B. Fiscal Year 2025 Audited Financial Report
Finance Director Shanna Johnson introduced David Rogers, the City's accountant, and Chuck Palmer, the auditor, who presented the financial statements and audit report for fiscal year 2025.

David Rogers presented the financial statements for the year ending June 30, 2025. He explained that the report was delivered later than usual due to scheduling issues on their end, not because of any problems with the City. He highlighted several key points:

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- The city's unrestricted net position was $7,400,000, up from $6,600,000 the previous year
- Tax revenue decreased slightly due to the mass transit tax being replaced with the city highway transit tax
- Operating grants and contributions decreased compared to the previous year, which had included an extra B&C road fund payment
- Capital grants decreased significantly (by $1,700,000 for corridor preservation grants and $540,000 for a state grant for the City Hall)
- Impact fees decreased by about half from 2024 to 2025
- Expenses increased in several departments: administration (payroll and depreciation), public safety (wages), streets (wages, vehicle expenses, and depreciation), parks (mowing contract and repairs), and community development (subdivision expenses and professional fees)
- Water expenses increased due to higher utility costs
- Sewer expenses increased due to maintenance contracts and equipment repairs

Mr. Rogers discussed the net cost of governmental activities and noted that most departments don't bring in enough fees to cover expenses, which is normal and expected for governmental functions. He also highlighted capital asset additions, including $1,000,000 for governmental assets (central trail and lodge), $100,000 for sewer equipment, and $1,500,000 for water infrastructure (Nielsen well #5 and backup generators for wells 3 and 4).

Chuck Palmer presented the audit report, explaining that he was with a new firm this year, which contributed to the slower timeline. He stated that they issued an unqualified opinion (the highest opinion possible) on the financial statements. Palmer noted two compliance findings:

1. Fund balance - The city exceeded the allowable fund balance after adjustments were made, similar to last year's finding
2. Cash management - The June investment reporting to the state incorrectly used December's figures

Mr. Palmer explained that neither finding was a major concern. He noted that the city has good internal controls for its size and employees who understand their jobs well.

C. Development Update

Mr. Barnhill presented a development update, highlighting ongoing construction, pending developments, and building permits:

- Current construction includes various single-family and townhome developments with 179 total units (53 multifamily).
- Pending developments represent over 400 potential units, with several breaking ground soon including Bear River Landing (110 townhomes) and Olsen Orchards (133 single-family and 75 multifamily units).
- In 2025, the city issued 24 residential building permits, which is below the 7-year average of 38 permits annually. This represents approximately a 2% annual population growth rate, which is manageable but slower than most Wasatch Front communities.
- The Event Center saw a 35% increase in revenue but only a 16% increase in total events, indicating more paid events. Improvements to the facility included completed landscaping, signage, outdoor lighting, and furnishings.

Council Member Dave Walker asked about road resurfacing progress. Public Works Director Zach Allen explained that in addition to the 1200 West project, the city completed significant road resurfacing with cape seal in various areas of town. He explained they chose a higher-quality seal

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that helps fill larger cracks, and they plan similar work in spring. Council Member Tueller requested that future reports include total miles of road treated.

ITEM 4: ACTION ITEMS

A. Motion to Acknowledge Receipt of the Fiscal Year 2025 Financial Report

Following the presentations by David Rogers and Chuck Palmer, the Council moved to acknowledge receipt of the audited financial report.

MOTION: Council Member Wright made a motion to acknowledge receipt of the audited Fiscal Year 2025 Financial report. Council Member Tueller seconded the motion.

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

Motion Approved. 5 Yes, 0 No

B. Motion to Approve Red Line Amendments to the Rocky Mountain Franchise Agreement

Mr. Barnhill explained that the franchise agreement had previously been approved by the Council, but Rocky Mountain Power requested some adjustments. Russ Fox, Regional Business Manager from Rocky Mountain Power, outlined the requested changes:

- Removal of language regarding security cameras and police cameras on poles, as these require a separate agreement
- Minor modifications to language about maintenance requirements
- Addition of a missing address
- Clarification of vegetation management
- Minor clarification to the waiver of jury trial language

Council Member Blake Ostler inquired about the term length (20 years), the format (ordinance), and specific language changes. Russ Fox explained that 10-20 years is a standard term length for franchise agreements and the redline changes were primarily clarifications requested by their legal department.

MOTION: Council Member Walker made a motion to approve red line amendments to the Rocky Mountain Franchise Agreement. Council Member Wright seconded the motion.

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

Motion Approved. 5 Yes, 0 No

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C. Ordinance 26-C Adjusting Common Boundary between Perry City and Willard City

Mr. Barnhill presented a boundary adjustment proposal between Perry City and Willard City. The Council had previously approved this adjustment, but Willard City received public comments leading to a revision. The updated proposal would transfer most properties as originally planned but leave the Barker family property in Willard at their request.

Mr. Barnhill explained that Perry has utilities in the area that would serve these properties if they develop, while Willard does not. The proposal included giving Willard half of the road that borders their properties, which raised concerns about Perry's ability to maintain utilities located under that portion of the road.

After extensive discussion about boundary placement and utility maintenance rights, the Council agreed to approve the boundary adjustment with conditions that would protect Perry's interests while respecting the property owners' wishes.

MOTION: Council Member Tueller made a motion to approve Ordinance 26-C, adjusting the common boundary between Perry City and Willard City. The motion included authorizing the Mayor to negotiate relocating the boundary from the center of the road to the west edge of the trail, along with entering into an interlocal agreement allowing Perry City to maintain the road and related infrastructure. Council Member Walker seconded the motion.

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

Motion Approved. 5 Yes, 0 No

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

A. Approval of Consent Items

- January 22, 2026 City Council Meeting Minutes

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

All Council Members were in favor.

Motion Approved.

B. Mayor's Report

Mayor Jeppsen discussed an upcoming town hall meeting regarding potential police service unification. He initially planned to postpone the meeting until Tremonton had made a firm

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commitment, but after discussion with Police Chief Scott Hancey, the Council decided to proceed with the town hall on February 19th as originally planned.

The Council discussed the format of the town hall, agreeing to use a structured public meeting format where citizens would have three minutes to comment, after which the Council could respond to questions and concerns. The purpose would be to gather public input before making any decisions about a trial unification period with other communities, possibly starting in April and running through July 2027.

Council Members expressed that they wanted the public to understand their thought processes and have accurate information, as some online comments contained inaccuracies. They agreed not to make any decisions at the town hall but to listen to public input first.

C. Council Reports

None.

D. Staff Comments

None.

E. Planning Commission Report

None.

ITEM 6: 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 9:00 PM.

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Kevin Jeppsen, Mayor Shanna Johnson, City Recorder

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Misty Moesser, Deputy Recorder

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