



**HOOPER CITY
CITY COUNCIL AGENDA
JANUARY 18, 2024 7:00PM
COUNCIL CHAMBERS
5580 W. 4600 S.
Hooper, UT 84315**

Notice is hereby given that the Hooper City Council will hold a work meeting at 6:00pm and their regularly scheduled meeting at 7pm on Thursday, January 18, 2024, at the Hooper Municipal Building located at 5580 W 4600 S Hooper, UT 84315.

Meetings will be broadcast on YouTube and live-streamed [youtube.com/channel/UCAr2VUIDJHA1TDImLue0aDw/live](https://www.youtube.com/channel/UCAr2VUIDJHA1TDImLue0aDw/live)

Members of the public wishing to make comments in regard to items on the agenda may do so via email.

- Email: HooperCity@hotmail.com
- Comments must be submitted prior to 7PM on the date of City Meeting.
- In Subject Line add: Public Comment CC Meeting/Date
- The Agenda Item and First & Last name must be included in the email.

Work Meeting – 6:00pm

1. Discussion on Agenda Items

Regular Meeting – 7:00pm

1. Meeting Called to Order
2. Opening Ceremony
 - a. Pledge of Allegiance
 - b. Reverence
3. Public Comments
4. Consent Items
 - a. Motion – Approval of Minutes dated January 4, 2024
5. Discussion Items, Reports, and/or Presentations
 - a. Presentation – Melissa Aviles from Wasatch Front Regional Council
 - b. Discussion - Commercial Cell Tower Ordinance
6. Action Items
 - a. Motion - Final Review of the West View Subdivision located at 5800 W 4200 S Hooper, UT 84315 for Still Water Construction.
 - b. Motion – Approval of Resolution No. 2024-02 for Weber County Solid Waste Disposal
 - c. Motion – Approval of Interlocal Agreement between Weber County and Hooper City for Code Enforcement Services
 - d. Motion – Boundary Line Relocation for Frazier located at 5683 W 5500 S
7. Public Comments
8. Adjournment

Morghan Yeoman

Morghan Yeoman, City Recorder

**Please see notes regarding public comments and public hearings*

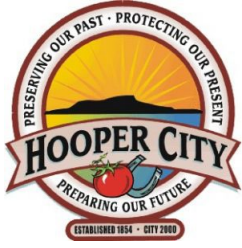
In compliance with the American with Disabilities Act, persons needing special accommodations, including auxiliary communicative aids and services, for this meeting should notify the city recorder at 801-732-1064 or admin@hoopercity.com at least 48 hours prior to the meeting.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Hooper City limits on this 18th day of January, 2024 at Hooper City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website, and at <https://www.hoopercity.com/meetings>.

***NOTES REGARDING PUBLIC COMMENT AND PUBLIC HEARINGS**

- A. Time is made available for anyone in the audience to address the City Council during public comment and through public hearings.
 - a. When a member of the audience addresses the council, they will come to the podium and state their name and address.
 - b. Each person will be allotted three (3) minutes for their remarks/questions.
 - c. The City Recorder will inform the speaker when their allotted time is up.



HOOPER CITY
CITY COUNCIL MEETING MINUTES
THURSDAY, JANUARY 4, 2024, 7:00PM
COUNCIL CHAMBERS
5580 W. 4600 S.
Hooper, UT 84315

The Hooper City Council held a work meeting at 6:30pm and their regular meeting at 7pm on January 4, 2024, at the Hooper City Civic Center located at 5580 W. 4600 S, Hooper, UT 84315.

COUNCIL MEMBERS PRESENT:

Sheri Bingham – Mayor
Dale Fowers – Mayor Pro Tem
Bryce Wilcox
Lisa Northrop
Debra Marigoni
Ryan Hill

CITY STAFF & PLANNING COMMISSION PRESENT:

Morghan Yeoman - City Recorder
Reed Richards – City Attorney
Briant Jacobs – City Engineer

COUNCIL MEMBERS EXCUSED:

AUDIENCE PRESENT:

JoAnne Higley, Kamie Hubbard, Sheldon Greener, Melissa Bingham, Mike Elmer, Elden Bingham, Cindy Cox, Merlynn Fowers, Stacie Yates, Marc Yates, Elysha Maughan, Nate Maughan, Brian Stecklen, Melinda Stecklen, Shay Call, Kimball Call, Jenny Stanger

6:30PM WORK MEETING

1. Discussion on Agenda Items

At 6:30pm the City Council held a work meeting where agenda items were discussed.

7:00PM REGULAR MEETING

1. Meeting Called to Order – Mayor Bingham

At 7:00 pm Mayor Sheri Bingham called the meeting to order.

2. Opening Ceremony

a. Pledge of Allegiance

Council Member Marigoni led in the Pledge of Allegiance.

b. Reverence

Council Member Hill offered reverence.

3. Citizen Comment(s) on Agenda Items

(Residents attending this meeting were allotted 3 minutes to express a concern or question about any issue that was ON THE AGENDA)

Elysha Maughan located at 4378 W 5750 S thanked City Council for getting this pushed onto the agenda and creating an Ordinance.

4. Consent Items

a. Motion – Approval of Minutes dated December 21, 2023

COUNCIL MEMBER NORTHROP MOTIONED TO APPROVE THE MINUTES DATED DECEMBER 21, 2023. COUNCIL MEMBER MARIGIONI SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
WILCOX	AYE
MARIGONI	AYE
FOWERS	AYE
NORTHROP	AYE
HILL	AYE
MOTION PASSED.	

5. Declarations on conflicts of interest or disclosures by council members

There were no declarations of conflicts of interest or disclosures by council members.

6. Discussion Items, Reports, and/or Presentations

7. Action items

a. Discussion/Motion-Relating to pending litigation.

COUNCIL MEMBER WILCOX MOTIONED TO APPROVE MAYOR BINGHAM AUTHORIZATION TO RESOLVE PENDING LITIGATION WITH THE CITY. COUNCIL MEMBER HILL SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
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WILCOX	AYE
MARIGONI	AYE
NORTHROP	AYE
FOWERS	AYE
HILL	AYE

MOTION PASSED.

b. Discussion/Motion – 2024 Council Assignments

Council Members and Mayor had discussion on who would take each assignment.

COUNCIL MEMBER HILL MOTIONED TO APPROVE THE 2024 COUNCIL ASSIGNMENTS. COUNCIL MEMBER FOWERS SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
WILCOX	AYE
MARIGONI	AYE
NORTHROP	AYE
HILL	AYE
FOWERS	AYE

MOTION PASSED.

c. Motion- Approval of Mayor Pro- Tem

- i. Council Member Wilcox recommended Dale Fowers to be Mayor Pro-Tem. No other requests.

COUNCIL MEMBER WILCOX MOTIONED TO APPROVE DALE FOWERS TO BE MAYOR PRO TEM 2024. COUNCIL MEMBER MARIGONI SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
WILCOX	AYE
MARIGONI	AYE
NORTHROP	AYE
HILL	AYE
FOWERS	AYE

MOTION PASSED.

- d. Motion- Approval of Resolution No. 2024-01, Resolution appointing a Representative to the Central Weber Sewer Improvement District Board of Directors.

COUNCIL MEMBER FOWERS MOTIONED TO APPROVE RESOLUTION NO. 2024-01 WITH ADDING ‘TERM OF OFFICE’. COUNCIL MEMBER NORTHROP SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
WILCOX	AYE
MARIGONI	AYE
NORTHROP	AYE
HILL	AYE
FOWERS	AYE

MOTION PASSED.

- e. Discussion/Approval-Commercial Cell Tower Ordinance

Council Member Hill explained that AT&T came before us last year asking for a Conditional Use Permit for a Commercial cell tower. However, they did drop out. With the city not having a current cell tower ordinance, he would like to get one inputted. Reed Richards, our city engineer, explained that he had sent to the council members other cities ordinances. Reed would like for the Council to read those other ordinances and the suggestions that Planning Commission gave to them and meet again next meeting to discuss.

- f. Motion- Final Approval for Fowers Subdivision

Briant Jacobs, our city engineer, gave a presentation. Briant explains that this corner was the Higley Subdivision, but now coming back to do Fowers Subdivision in Lot 1 (of Higley Sudivision) and splitting it into two parcels on the plat map. Explained that this is a minor subdivision which means this is the final review. The staff comments were addressed.

COUNCIL MEMBER MARIGONI MOTIONED TO APPROVE THE FINAL APPROVAL FOR FOWERS SUBDIVISION LOCATED AT 6271 W 5600 S. COUNCIL MEMBER HILL SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
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WILCOX	AYE
MARIGONI	AYE
NORTHROP	AYE
HILL	AYE
FOWERS	AYE
MOTION PASSED.	

8. Public Comments on items not on the agenda.

Nathan Maughan located at 4378 W 5750 S explained that the neighbor filled the first time and was denied. They came again to fill the second time with AT&T and decided to withdraw. Agrees that the city needs a cell tower.

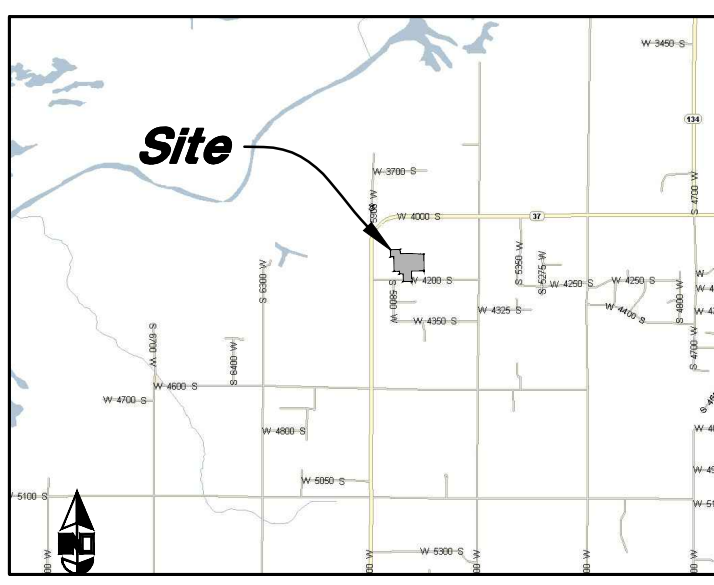
9. Adjournment

AT APPROXIMATELY 7:39 PM COUNCIL MEMBER MARIGONI MOVED TO ADJOURN THE MEETING. COUNCIL MEMBER FOWERS SECONDED THE MOTION. VOTING AS FOLLOWS:

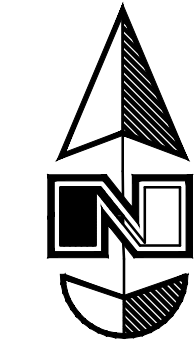
<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
WILCOX	AYE
MARIGONI	AYE
NORTHROP	AYE
FOWERS	AYE
HILL	AYE
MOTION PASSED.	

Date Approved: _____

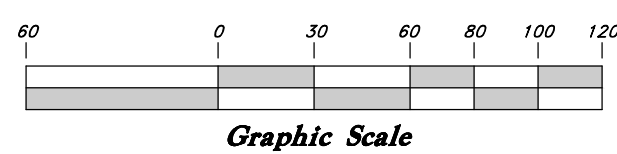
Morghan Yeoman, City Recorder



VICINITY MAP
Not to Scale



Scale: 1" = 60'



Graphic Scale

Curve #	Delta	Radius	Length	Chord Direction	Chord Length
C1	18°50'53"	370.00'	121.72'	S 9°25'27" E	121.17'
C2	87°37'28"	15.00'	22.94'	N 62°39'37" W	20.77'
C3	16°28'21"	230.00'	66.13'	S 81°45'49" W	65.90'
C4	26°52'06"	15.00'	7.03'	S 76°33'57" W	6.97'
C5	74°05'02"	55.00'	71.12'	N 79°49'35" W	66.26'
C6	75°02'46"	55.00'	72.04'	N 5°15'42" W	67.00'
C7	31°23'35"	15.00'	8.22'	N 16°33'54" E	8.12'
C8	47°44'36"	55.00'	45.83'	N 24°44'24" E	44.52'
C9	145°03'16"	55.00'	139.24'	S 58°51'40" E	104.92'
C10	60°36'00"	55.00'	58.17'	S 43°57'58" W	55.50'
C11	73°24'03"	15.00'	19.22'	S 37°34'07" W	17.93'
C12	90°52'06"	20.00'	31.72'	S 44°33'57" E	28.50'
C13	15°05'30"	170.00'	44.78'	N 82°27'15" E	44.65'
C14	93°45'23"	15.00'	24.55'	N 28°01'49" E	21.90'
C15	5°54'59"	430.00'	44.40'	N 15°53'24" W	44.38'
C16	12°55'54"	430.00'	97.05'	N 6°27'57" W	96.85'

Curve #	Delta	Radius	Length	Chord Direction	Chord Length
C100	18°50'53"	400.00'	131.58'	N 9°25'27" W	130.99'
C101	18°50'53"	200.00'	65.79'	N 80°34'33" E	65.50'

Legend

- ⊕ Monument to be set
- ⊕ Found Centerline Monument (Rad.) Radial Line (N/R) Non-Radial Line
- PUE Public Utility Easement
- PU&DE Public Utility & Drainage Easement
- - - Fence
- ▭ Pathway
- - - Easement
- ▭ Buildable area
- - - Existing Boundary
- Set Hub & Tack
- Set Nail in Curb @
- ▲ Extension of Property
- Set 5/8" x 24" Long Rebar & Cap w/ Lathe

GREAT BASIN ENGINEERING
 5746 SOUTH 1475 EAST OGDEN, UTAH 84403
 MAIN (801) 399-1515 B.L.C. (801) 521-0222 FAX (801) 392-7544
 WWW.GREATBASINENGINEERING.COM

Westview Subdivision

All of Lot 1 Garner Subdivision together with
 A part of the Northwest Quarter of Section 7, T5N, R2W, SLB&M, U.S. Survey
 Hooper City, Weber County, Utah
 June 2023

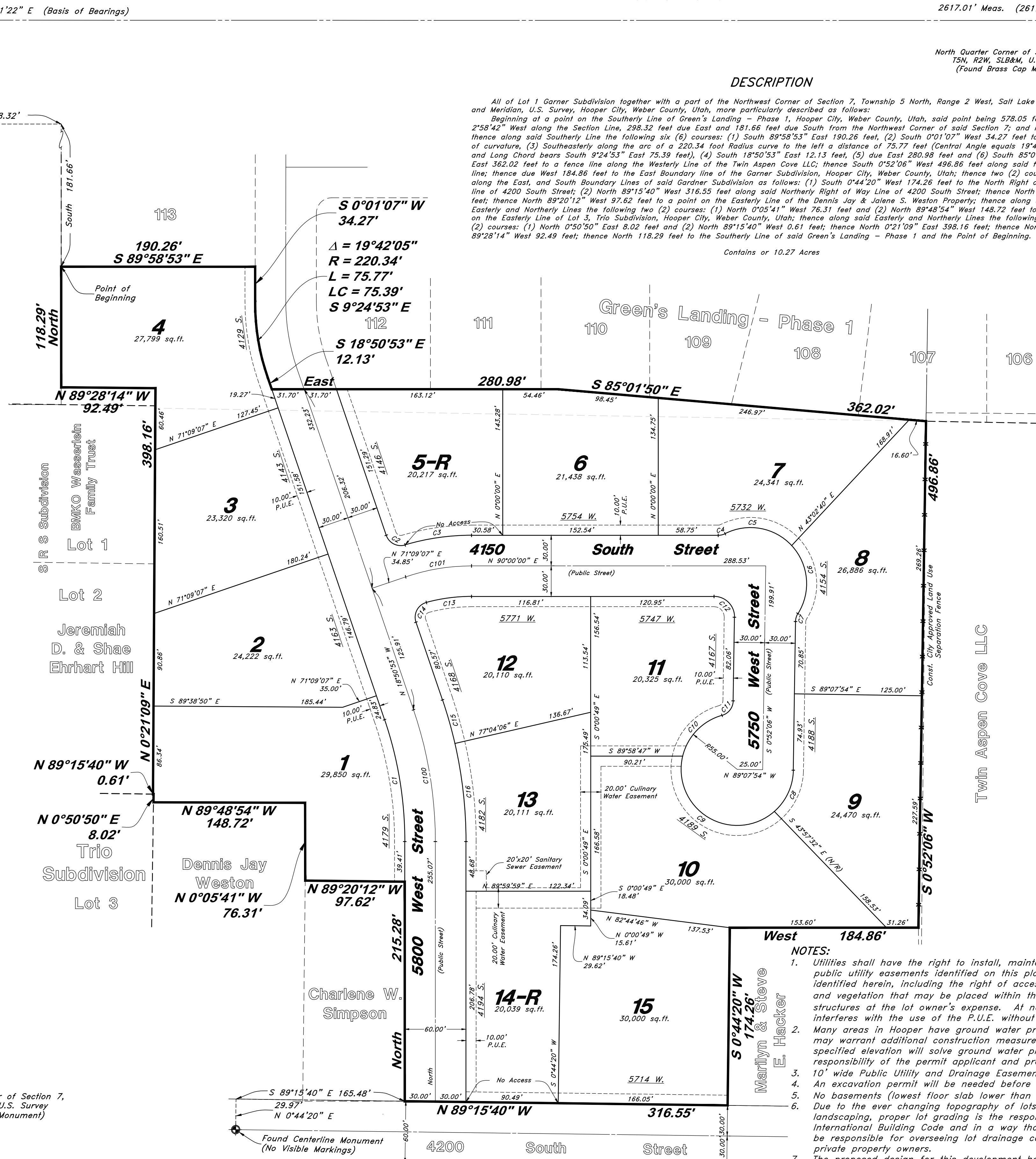
2617.01' Meas. (2617.09' Rec.)

North Quarter Corner of Section 7,
T5N, R2W, SLB&M, U.S. Survey
(Found Brass Cap Monument)

DESCRIPTION

All of Lot 1 Garner Subdivision together with a part of the Northwest Corner of Section 7, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Hooper City, Weber County, Utah, more particularly described as follows:
 Beginning at a point on the Southerly Line of Green's Landing - Phase 1, Hooper City, Weber County, Utah, said point being 578.05 feet South 2°58'42" West along the Section Line, 298.32 feet due East and 181.66 feet due South from the Northwest Corner of said Section 7; and running thence along said Southerly Line the following six (6) courses: (1) South 89°58'53" East 190.26 feet, (2) South 0°01'07" West 34.27 feet to a point of curvature, (3) Southeastly along the arc of a 220.34 foot Radius curve to the left a distance of 75.77 feet (Central Angle equals 19°42'05" and Long Chord bears South 9°24'53" East 75.39 feet), (4) South 18°50'53" East 12.13 feet, (5) due East 280.98 feet and (6) South 85°01'50" East 362.02 feet to a fence line along the Westerly Line of the Twin Aspen Cove LLC; thence South 0°52'06" West 496.86 feet along said fence line; thence due West 184.86 feet to the East Boundary line of the Garner Subdivision, Hooper City, Weber County, Utah; thence two (2) courses along the East, and South Boundary Lines of said Garner Subdivision as follows: (1) South 0°44'20" West 174.26 feet to the North Right of way line of 4200 South Street; (2) North 89°15'40" West 316.55 feet along said Northerly Right of Way Line of 4200 South Street; thence North 215.28 feet; thence North 89°20'12" West 97.62 feet to a point on the Easterly Line of the Dennis Jay & Jolene S. Weston Property; thence along said Easterly and Northerly Lines the following two (2) courses: (1) North 0°05'41" West 76.31 feet and (2) North 89°48'54" West 148.72 feet to a point on the Easterly Line of Lot 3, Trio Subdivision, Hooper City, Weber County, Utah; thence along said Easterly and Northerly Lines the following two (2) courses: (1) North 0°50'50" East 8.02 feet and (2) North 89°15'40" West 0.61 feet; thence North 0°21'09" East 398.16 feet; thence North 89°28'14" West 92.49 feet; thence North 118.29 feet to the Southerly Line of said Green's Landing - Phase 1 and the Point of Beginning.

Contains or 10.27 Acres



SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold Licence No. 6242920 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act. I also certify that this plat of Westview Subdivision in Hooper City, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Weber County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17. Monuments have been set as depicted on this Drawing. (See Record of Survey No. _____ filed with the Weber County Surveyors Office)

Signed this _____ day of _____, 2023.

6242920
Licence No.



NARRATIVE

This Subdivision Plat was requested by Mr. Justin Nelson of Winchester Homes for the purpose of creating Fifteen (15) Residential Lots.

A Line between monuments found in the Northwest and the West Quarter Corners of Section 7 with a bearing of South 89°31'22" East was used as the Basis of Bearings for this Plat.

Property corners were monumented as depicted on this Plat.

OWNER'S DEDICATION

We, the undersigned owners of the hereon described tract of land, hereby set apart and subdivide the same into lots, parcels and streets as shown on this plat, and name said Tract Westview Subdivision and hereby dedicate, grant and convey to Hooper City, Weber County, Utah, all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares forever, and also dedicate to Hooper City those certain strips as easements for public utility and drainage purposes as shown hereon, the same to be used for the installation, maintenance, and operation of public utility service lines and drainage, as may be authorized by Hooper City. We also dedicate & grant to Hooper Water Improvement District all those parts or portion of said tract designated as Culinary Water Line Easement for Culinary Water purposes, the same to be used for the installation, maintenance, and operation of Culinary Water service lines as authorized and directed by Hooper City with no structures being erected within said Easement.

Signed this _____ day of _____, 2023.

Justin Nielsen - Manager

ACKNOWLEDGMENT

State of Utah
County of _____ } ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Justin Nielsen - Manager.

Residing At: _____

A Notary Public commissioned in Utah

Commission Number: _____

Print Name

HOOPER CITY ATTORNEY

Approved as to form by the Hooper City Attorney on this _____ day of _____, 2023.

Signature

HOOPER CITY ENGINEER

I hereby certify that this office has examined this plat and it is correct in accordance with information on file in this office.

Signed this _____ day of _____, 2023.

Signature

HOOPER CITY MAYOR

Presented to the Hooper City Mayor this _____ day of _____, 2023, at which time this Subdivision was Approved and Accepted

Mayor: _____

Attest: _____

HOOPER CITY WATER IMPROVEMENT DISTRICT

Approved this _____ day of _____, 2023, by the Hooper City Water Improvement District.

Signature

HOOPER IRRIGATION COMPANY

Approved this _____ day of _____, 2023, by the Hooper Irrigation Company.

Signature

NOTES:

- Utilities shall have the right to install, maintain, and operate their equipment above and below ground and all other related facilities within the public utility easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the P.U.E. the utility within the P.U.E.s at the lot owner's expense, or the utility may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the P.U.E. or any other obstruction which interferes with the use of the P.U.E. without the prior written approval of the utilities with facilities in the P.U.E.
- Many areas in Hooper have ground water problems due to a seasonally high (fluctuating) water table. There are also areas where soil conditions may warrant additional construction measures. Approval of this plat does not constitute representation by Hooper City that buildings at any specified elevation will solve ground water problems or that soils are suitable for construction. Solution of water or soil problems is the sole responsibility of the permit applicant and property owner.
- 10' wide Public Utility and Drainage Easements each side of property line as indicated by dashed lines or as otherwise shown.
- An excavation permit will be needed before any work is started on the lot.
- No basements (lowest floor slab lower than existing grade) will be permitted due to lack of a public land drain system in the adjacent street.
- Due to the ever changing topography of lots within a subdivision during various phases of construction followed by private lot ownership and landscaping, proper lot grading is the responsibility of the developer and future lot owner. Lots must be graded to meet the requirements of the International Building Code and in a way that will not result in a discharge of storm runoff onto adjacent private property. Hooper City will not be responsible for overseeing lot drainage compliance on private property nor will the City be liable for surface drainage disputes between private property owners.
- The proposed design for this development has been reviewed by the City for general conformance with the City Subdivision Ordinance and Public Works Standards. The proposed set of drawings shall be used for the required improvements. The developer's engineer, whose stamp is on these drawings, is responsible for the accuracy of the design and related field information. These improvements shall in no means be construed to indicate the City is responsible for design. The contractor shall be responsible for dimensions, fabrication process, techniques, coordination with other trades and utilities, and the satisfactory performance of the work.
- Lots with an -R are restricted from access along the road to the South of the Property.

WEBER COUNTY RECORDER

ENTRY NO. _____ FILED FOR RECORD AND

RECORDED _____ IN BOOK _____ OF OFFICIAL

RECORDS, PAGE _____ RECORDED FOR

WEBER COUNTY RECORDER

BY: _____ DEPUTY

DEPUTY

DEPUTY

DEPUTY

DEPUTY

DEPUTY

INTERLOCAL AGREEMENT

between

WEBER COUNTY

and

HOOPER CITY

for code enforcement services

THIS AGREEMENT is between WEBER COUNTY (“County”), a body corporate and politic of the State of Utah and HOOPER CITY (“City”) a municipal corporation of the State of Utah. County and City may be referred to jointly as the “parties.”

RECITALS

WHEREAS, the City does not currently have code enforcement personnel and is desirous of making the most cost effective use of tax dollars for code enforcement services; and

WHEREAS, City and County have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, City agrees to compensate the County as hereinafter set forth and City and County have determined and agreed that the said amount is reasonable, fair, and adequate compensation for providing such services;

NOW THEREFORE, in consideration of the promises, and in compliance with, and pursuant to the terms and provisions of the Interlocal Cooperation Act, the parties hereby agree as follows:

1. **SCOPE OF AGREEMENT**

County shall provide code enforcement services for City. County’s Code Enforcement Officer will only respond to official complaints made to City. Once an official complaint has been made, City will contact County to initiate any review or inspection process with the County’s Code Enforcement Officer subject to the availability of the County Code Enforcement Officer.

If legal action is required to enforce the review or inspection, City shall be responsible for the legal enforcement and/or prosecution of any violations.

2. **CONSIDERATION**

City shall reimburse County for services rendered under this Agreement at a rate of \$45.00 per hour plus \$0.61 per mile. The parties agree that adjustments to the hourly and/or mileage rate may occur on an annual basis subject to changes in the Consumer

Price Index for that year. Adjustments to the hourly and/or mileage rate and shall be done through a written amendment to this Agreement and signed by the parties.

City shall remit payment to the Weber County Clerk/Auditor within 20 days after receiving an invoice for services rendered by County. If such payment is not remitted to the County Clerk/Auditor when due, County is entitled to recover interest thereon. Said interest shall be at the rate of one percent (1%) per calendar month starting the month after the month in which the services were performed.

Any monies received from payment of fines resulting from a violation shall be paid to City and County shall have no claim to said resulting payments.

3. EFFECTIVE DATE/TERMINATION

This Agreement shall be effective as of the ____ day of _____ 2023 and shall terminate five years thereafter on the ____ day of _____ 2028. The parties may indicate their desire to renew this Agreement through a properly executed amendment to this Agreement. The parties reserve the right to terminate this Agreement, in whole or in part, at any time during the Term or any additional terms whenever the terminating party determines, in its sole discretion that it is in the terminating party's interest to do so. The parties agree that termination for convenience will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.

4. AGENT

No agent, employee or servant of either party is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. The parties shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement.

5. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

6. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by either party of applicable law, rule or regulation, shall constitute an event of default under this Agreement. The parties are responsible, at their sole expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

7. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

8. NON-FUNDING

If either party's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the governing legislative body, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to either party of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of either party, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

9. GOVERNING LAW

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of Utah.

10. INDEMNIFICATION

Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this

Agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

11. INSURANCE

Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

12. COUNTERPARTS

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

13. INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Interlocal Cooperation Act, §§ 11-13-101 *et seq.*, and in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be approved by each party pursuant to § 11-13-202.5;
- b. This Agreement shall be reviewed as to the proper form and compliance with applicable law by an authorized attorney on behalf of each party pursuant to § 11-13-202.5;
- c. An executed original counterpart shall be filed with the keeper of records for each party pursuant to § 11-13-209;
- d. The term of this Agreement shall not exceed fifty (50) years pursuant to § 11-13-216 of the Interlocal Cooperation Act;
- e. No separate legal entity is created by the terms of this Agreement. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party; and
- f. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

14. ENTIRE AGREEMENT

The parties acknowledge and agree that this Agreement constitutes the entire integrated understanding between the parties, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

IN WITNESS WHEREOF, the parties execute this Agreement.

By: _____
Weber County

By: _____
Hooper City

Date: _____

Date: _____

Attest: _____
Weber County Clerk/Auditor

Approved as to form

Approved as to form

Date

Date

RESOLUTION NO. 2024-02
RESOLUTION APPROVING CONTRACT WITH WEBER COUNTY FOR SOLID WASTE
DISPOSAL

WHEREAS, Hooper City utilizes an independent contractor to collect solid waste, and

WHEREAS, Weber County operates a solid waste disposable facility where Hooper City may dispose of solid waste, and

WHEREAS, Weber County wants assurance from the City that solid waste collected by the city will be available and disposed at the County and appropriate fees be paid for the disposal, and

NOW, THEREFORE, Be it Resolved by the City Council of Hooper City, that the city approves the attached contract for disposable waste generated by the city residents and delivered to county facility by the Hooper City contractor. The attached contract will be effective for 12 years from the date of its execution unless sooner terminated by the city.

PASSED AND APPROVED by the Hooper City Council this ____ day of January 2024.

Sheri Bingham, Mayor

ATTEST:

Morghan Yeoman, City Recorder

Council Member Hill _____

Council Member Northrop _____

Council Member Fowers _____

Council Member Marigoni _____

Council Member Wilcox _____