



**HOOPER CITY**  
**CITY COUNCIL AGENDA**  
**FEBRUARY 1, 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, February 1, 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
2. Council Member reports
3. Guidelines for land use and zoning amendments
4. State Code Planning Commission
5. Year Goals and Objectives

**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 16, 2024
  - b. Motion – Approval of Minutes dated January 18, 2024
5. Discussion Items, Reports, and/or Presentations
  - a. Recognition and introduction Youth Council Advisor
  - b. Discussion- Staff and City Council Collaboration
  - c. Discussion- Budget ideas
  - d. Discussion- EZ Ramp Grant ideas
  - e. Discussion- Community Committee ideas
  - f. Discussion- Speed limits, school signs, permanent flashing speed signs
  - g. Discussion- Ordinance 2-1-5 Acquisition of Services and Supplies
    - i. Where the amount to be paid by the city is greater than \$5,000, the purchase order or service request must be approved by the council.
    - ii. Ordinance 2-1-4. The mayor shall require all expenditures of any department to conform with the department budget.
  - h. Discussion- Year goals and objectives
  - i. Discussion- Commercial Cell Tower Ordinance
6. Action Items
  - a. Motion – HL Parker Legacy Subdivision Developer Agreement Extension Request located approximately at 5900 S 5900 W

- 7. Public Comments
- 8. Adjournment

*Morghan Yeoman*  
Morghan Yeoman, City Recorder

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

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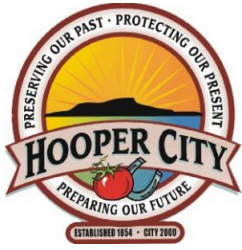
In compliance with the American with Disabilities Act, persons needing special accommodations, including auxiliary communicative aids and services, for this meeting should notify the city recorder at 801-732-1064 or admin@hoopercity.com at least 48 hours prior to the meeting.

**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 1<sup>st</sup> day of February, 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  
TUESDAY, JANUARY 16, 2024, 1:00PM  
COUNCIL CHAMBERS  
5580 W. 4600 S.  
Hooper, UT 84315**

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The Hooper City Council and the Hooper City Planning Commission held a work session on Thursday, January 16, 2024, at 1:00 pm at the Hooper City Civic Center located at 5580 W. 4600 S, Hooper, UT 84315.

CITY COUNCIL AND PLANNING COMMISSION

MEMBERS PRESENT:

Sheri Bingham – Mayor  
Dale Fowers – City Council  
Debra Marigoni – City Council  
Mary Simpson – Planning Commission  
Amanda Prince – Planning Commission  
Blake Cevering – Planning Commission  
Sheldon Greener – Planning Commission  
Bryce Widdison – Planning Commission

CITY STAFF and VISITORS PRESENT:

Morghan Yeoman – City Recorder  
Briant Jacobs – City Engineer  
Brandon Richards – City Attorney  
Reed Richards – City Attorney  
Jared Hancock- Public Works Director

CITY COUNCIL AND PLANNING

COMMISSION MEMBERS EXCUSED:

Lisa Northrop – City Council  
Bryce Wilcox – City Council  
Ryan Hill – City Council

AUDIENCE PRESENT:

See attached list.

**1:00 PM WORK MEETING**

1. Ordinance and procedure of opening the General Plan

Briant Jacobs, our city engineer, gave a presentation. Briant explains our current Ordinance and what needs to be clarified. There was discussion on how frequently we open the General Plan. Does each person pay the fee amount of \$500 to have the General Plan opened, once it has been opened? For Commercial and Residential, will it go case by case for it to be opened? Discussion between the Council Members and Planning commission members with their thoughts.

2. Increasing number of Planning Commission Members

The mayor explained that our planning commission board only has five (5) members. She would like to look into adding two (2) additional members or having some alternatives that would be available to come to the meetings if there was a commissioner not available.

3. Date and time for joint collaboration meetings

The mayor explained that she would like for Planning Commission and City Council to meet quarterly through out the year. The Council members and Planning Commission suggested that it would be done at night.

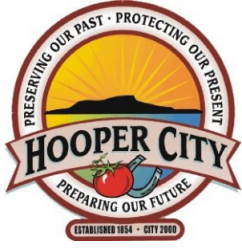
At approximately 2:30 pm the discussion ended.

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Date Approved: \_\_\_\_\_

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Morghan Yeoman, City Recorder



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

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The Hooper City Council held a work meeting at 6:00pm 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  
Debra Marigoni  
Ryan Hill

CITY STAFF & PLANNING COMMISSION PRESENT:

Morghan Yeoman - City Recorder  
Reed Richards – City Attorney  
Briant Jacobs – City Engineer  
Jared Hancock- Public Works Director

COUNCIL MEMBERS EXCUSED:

Lisa Northrop

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, weather conditions – snowplows, and Emergency Preparedness meetings 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 Fowers led in the Pledge of Allegiance.

b. Reverence

Council Member Wilcox 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)*

No public comments.

4. Consent Items

a. Motion – Approval of Minutes dated January 4, 2023

i. All adjustments have been made.

**COUNCIL MEMBER HILL MOTIONED TO APPROVE THE MINUTES DATED JANUARY 4, 2024. COUNCIL MEMBER FOWERS SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

**MOTION PASSED.**

5. Discussion Items, Reports, and/or Presentations

a. Presentation- Madison Aviles from Wasatch Front Regional Council

i. Madison explained what the Local Administrative Advisor Program is. What they can do for the city, and who they are. The mayor mentioned that she would like to be a part of the program.

b. Discussion – Commercial Cell Tower Ordinance

i. Councilmember Marigoni stated that she likes the Syracuse City ordinance and to adjust the wording to accommodate Hooper City. Councilmember Hill agrees with Councilmember Marigoni, it’s a good ‘model’ to follow after. Councilmember Hill asked if we are going to add a max height, decommissioning time, and fall zone percentage. Councilmembers agree for the max height to be 100 ft. Councilmember Wilcox likes the idea of having them sit on city owned property. He also likes the idea of a bond for decommissioning. There was some communication between councilmen on what they liked in each ordinance and what they would change.

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.

Briant Jacobs, our city engineer, gave a presentation. Briant explained that the final approval letters have been received from all entities and city staff comments were addressed. Justin Nelson representing Still Water Construction explained that they had adjusted some things in the subdivision to accommodate the Ordinance changes.

**COUNCIL MEMBER WILCOX MOTIONED TO APPROVE FINAL APPROVAL FOR WEST VIEW SUBDIVISION LOCATED AT 5800 W 4200 S. FOR STILL WATER CONSTRUCTION. COUNCIL MEMBER HILL SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

**MOTION PASSED.**

- b. Motion – Approval of Resolution No. 2024-02 for Weber County Solid Waste Disposal

The Mayor, Sheri Bingham explained why we use Weber County Solid Waste Disposal. Explained that there is a line item within the budget that is set for this.

**COUNCIL MEMBER HILL MOTIONED TO APPROVE RESOLUTION NO 2024-02 FOR WEBER COUNTY SOLID WASTE DISPOSAL. COUNCIL MEMBER MARIGONI SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

**MOTION PASSED.**

- c. Motion- Approval of Interlocal Agreement between Weber County and Hooper City for Code Enforcement Services
  - i. Reed Richards, our city attorney, explains what the contract entails.

**COUNCIL MEMBER FOWERS MOTIONED TO APPROVE THE INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND HOOPER CITY FOR CODE ENFORCEMENT SERVICES. COUNCIL MEMBER WILCOX SECONDED THE MOTION.**

**VOTING AS FOLLOWS:**

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

**MOTION PASSED.**

- d. Motion- Boundary Line Relocation for Frazier located at 5683 W 5500 S
  - i. Briant Jacobs, the city engineer, gave presentation. He explained that he had thought this would need City Council approval. However, after more discussion, it is reviewed with the staff. Briant still explained the property and how the boundary lines would change.

7. Public Comments on items not on the agenda.

No public comments.

8. Adjournment

**AT APPROXIMATELY 7:40 PM COUNCIL MEMBER MARIGONI MOVED TO ADJOURN THE MEETING. COUNCIL MEMBER HILL SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

**MOTION PASSED.**

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Date Approved: \_\_\_\_\_



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Morghan Yeoman, City Recorder

DRAFT

**TITLE 5, CHAPTER 7**  
**WIRELESS TELECOMMUNICATIONS, STRUCTURES, AND**  
**FACILITIES**

Sections:

- 5-7-1 Purpose.**
- 5-7-2 Siting alternatives hierarchy.**
- 5-7-3 Definitions.**
- 5-7-4 Site plan requirements.**
- 5-7-5 Building permits.**
- 5-7-6 Antenna site locations.**
- 5-7-7 Co-location requirement.**
- 5-7-8 Lease agreements for use of City land.**
- 5-7-9 Standards for antennas and antenna support structures.**
- 5-7-10 Additional conditional use permit considerations.**
- 5-7-11 Additional regulations for monopoles and towers.**
- 5-7-12 Safety requirements.**
- 5-7-13 Site requirements.**
- 5-7-14 Abandonment.**

**5-7-1 Purpose.**

(A) The purposes of this chapter are to:

- (1) Provide specific regulations for the placement, construction, and modification of personal wireless communication facilities.
- (2) Minimize the impacts of wireless communications facilities on surrounding areas by establishing standards for location, structural integrity, and area compatibility.
- (3) Encourage the location and co-location of wireless communication equipment on existing structures, thereby minimizing new visual, aesthetic, and public safety impacts, effects upon the natural environment, and the need for additional antenna-supporting structures.
- (4) Encourage coordination between suppliers of wireless communication services in the City.
- (5) Respond to the policies embodied in the Telecommunications Act of 1996 in such a manner as to avoid unreasonable discrimination between providers of functionally equivalent personal wireless services and to allow and encourage personal wireless services in the City.

- (6) Protect the neighborhood character and values of the City's residential zoning districts while meeting the needs of its citizens to enjoy the benefits of wireless communication services.
- (7) Encourage the use of public lands, buildings, and structures as locations for wireless telecommunications infrastructure as a method to establish a precedence of concealment that minimizes the aesthetic impact of related infrastructure and that generates beneficial revenue to the City and its citizens.

**5-7-2 Siting Alternatives Hierarchy.**

(A) Siting of a wireless communications facility shall be in accordance with HCC 5-7-6 and the following siting alternatives hierarchy:

- (1) Concealed attached wireless communications facility on:
  - (a) City-owned property.
  - (b) Other publicly owned property.
  - (c) Privately owned property.
- (2) Co-location or combining on an existing antenna supporting structure facility on:
  - (a) City-owned property.
  - (b) Other publicly owned property.
  - (c) Privately owned property.
- (3) Freestanding, concealed or nonconcealed wireless communications facility on:
  - (a) City-owned property.
  - (b) Other publicly owned property.
  - (c) Privately owned property.

The order of ranking preference, from highest to lowest, shall be (1), (2), and (3) and then (a), (b), and (c) within each preference. When proposing a lower-ranked alternative, the applicant shall file relevant information by affidavit by a radio-frequency engineer demonstrating that, despite diligent efforts to adhere to the established hierarchy within the Hooper City boundaries, higher-ranked options are not technically feasible, practical, or justified given the location of the proposed wireless communications facility and the existing uses for the subject and surrounding properties within 500 feet of the subject property.

(C) Exemptions. Noncommercial amateur radio antennas, ham radios, or citizens' band antenna-supporting structures, satellite-dish antennas, government-owned wireless communications facilities (upon declaration of a state of emergency by federal, state, or local government), antenna-supporting structures, antennas, and/or antenna arrays for AM/FM/TV/HDTV broadcasting transmission facilities licensed by the FCC.

### **5-7-3 Definitions.**

The following words shall have the described meaning when used in this chapter, unless a contrary meaning is apparent from the context of the word.

“Antenna” means any apparatus designed for the transmitting and/or receiving of electromagnetic waves including but not limited to telephonic, radio, Internet, or television communications. Types of elements include, but are not limited to: omni-directional antennas, sectorized (panel) antennas, multi or single bay, yagi, or parabolic dish or ball antennas.

“Antenna support structures” means any structure used for the purpose of supporting antenna(s).

“City” means Hooper City, Utah.

“City-owned property” means real property owned, leased, or controlled by or for the City.

“Co-location” means the location of an antenna on an existing structure, tower, or building that is already being used for personal wireless services facilities.

“Guyed tower” means a tower that supports an antenna or antennas and requires guy wires or other stabilizers for support.

“Lattice tower” means a self-supporting, three- or four-sided, open steel- or wood-frame structure used to support telecommunications equipment.

“Monopole” means a single, self-supporting cylindrical pole, constructed without guy wires or ground anchors, that acts as the support structure for antennas.

“Monopole antenna with no platform” means a monopole with antennas and an antenna-support structure that does not exceed three feet in width or 10 feet in height.

“Monopole antenna with platform” means a monopole with antennas and an antenna support structure that exceeds three feet in width or 10 feet in height.

“Personal wireless services” means commercial mobile telecommunications services, unlicensed wireless telecommunications services, common carrier wireless telecommunications exchange access services, and commercial wireless computer-Internet services provisions.

“Personal wireless services antenna” means an antenna used in connection with the provision of personal wireless services.

“Personal wireless services facilities” means facilities for the provision of personal wireless services, which include transmitters, antennas, structures supporting antennas, associated wiring and connections, and electronic equipment typically installed in close proximity to a transmitter or receiver.

“Private property” means any real property not owned by the City, even if the property is owned by another public or governmental entity.

“Roof-mounted antenna” means an antenna or series of individual antennas mounted on a roof, mechanical room, or penthouse of a building or structure.

“Stealth facilities” means personal wireless services facilities designed to be compatible with the natural setting and surrounding structures and which camouflage or conceal the presence of antennas and/or towers. The term includes, but is not limited to, clock towers, church steeples, light poles, flagpoles, signs, electrical transmission facilities, and water tanks.

“Tower” means a freestanding structure, such as a monopole tower, lattice tower, or guyed tower, used as a support structure for antenna(s).

“Wall-mounted tower” means an antenna or series of individual antennas mounted on the vertical wall of a building or structure.

“Whip antenna” means an antenna that is cylindrical in shape. Whip antennas can be directional or omni-directional and vary in size depending on the frequency and gain for which they are designed.

“Wireless communications” means any personal wireless service that includes, but is not limited to, cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), unlicensed spectrum services utilizing Part 15 devices (i.e., wireless Internet), and paging.

#### **5-7-4 Site plan requirements.**

Any person desiring to develop, construct, or establish a personal wireless service facility in the City shall submit a conditional use application and site plan to the City for approval. The City shall only consider complete applications, which shall include the following:

- (A) A conditional use and site plan review fee that has been established by the City's schedule of fees.
- (B) Site plan, as described in HCC 10-6-4.5, which shall include the following:
  - (1) Vicinity map containing sufficient information to accurately locate the property shown on the plan.
  - (2) Footprints of existing and proposed buildings and structures, including a notation of each unit's height above the grade.
  - (3) Location and size of existing and proposed buildings and structures, including a notation of each unit's height above the grade and dimensions of space, cabinets, or rooms within residential structures used to provide computer-Internet service provisions or equipment.
  - (4) Location and size of existing and proposed antennas with dimensions to property lines.
  - (5) Location of existing or proposed fire protection devices.
  - (6) Location and description (height, materials) of existing and proposed fences.
  - (7) Location and description (dimensions, distance to property lines, and type) of lighting (direct or indirect).
  - (8) A security lighting plan, if proposed.
  - (9) A signed lease agreement with the City if the site is located on City property.
- (C) The application shall include written descriptions regarding:
  - (1) Maintenance. A description of the anticipated maintenance needs for the facility, including frequency of service, personnel needs, equipment needs, and traffic ingress and egress points for the facility.
  - (2) Service Area. A description of the service area for the antenna or tower and a statement as to whether the antenna or tower is needed for coverage or capacity.

- (3) Location. A map showing the site and the nearest telecommunications facility sites within the network, a description of the distance between the telecommunications facility sites, and a description of how this service area fits into the service network.
- (4) Liaison. The name, address, telephone number, and fax number of a contact person who can respond to questions concerning the application and the proposed facility.

#### **5-7-5 Building permits.**

- (A) General Requirements. Applicants shall obtain a building permit from the City prior to the construction of any tower or antenna support structure. The City shall not issue a building permit for any project requiring a site plan, amended site plan, or conditional use permit until after the approval of such site plan, amended site plan, or conditional use permit by the appropriate authority.
- (B) Requirements for Monopoles and Towers. If the applicant is constructing a monopole or other tower-type structure, the applicant shall submit a written report from a qualified structural engineer, licensed in the state of Utah, documenting the following:
  - (1) Height and design of the monopole or tower, including technical and engineering factors governing the selection of the proposed design.
  - (2) Seismic-load design and wind-load design for the monopole or tower.
  - (3) Total anticipated capacity of the monopole or tower, including number and type of antennas it could accommodate.
  - (4) Structural failure characteristics of the monopole or tower and a demonstration that the site and setbacks are of adequate size to contain debris.
  - (5) Soil investigation report, including structural calculations.
  - (6) Electrical design end loads provided according to the electrical code as adopted by state law.

#### **5-7-6 Antenna site locations.**

The City Council shall authorize the location of wireless service antennas on public or private property within designated industrial, commercial, or residential zones of the City at said site as indicated in the siting alternatives hierarchy section contained herein.

**5-7-7 Co-location requirement.**

Unless otherwise authorized by the City Council for good cause shown, the design and construction of every new monopole shall be of sufficient size and capacity to accommodate at least one additional wireless telecommunications provider on the structure in the future. Any conditional use permit for the monopole may require an agreement of the applicant to allow co-location of other personal wireless providers on such terms as are common in the industry.

**5-7-8 Lease agreements for use of City land.**

The City shall enter into a standard lease agreement with the applicant for any facility built on City property. The Mayor or the Mayor's designee shall have the authority to execute the standard lease agreement on behalf of the City. The lease shall contain the condition that applicant acquire site plan and/or conditional use permit approval from the City Land Use Authority before the lease can take effect and that failure to obtain such approval renders the lease null and void.

**5-7-9 Standards for antennas and antenna support structures.**

The type or location of the antenna structure characterizes personal wireless services facilities. There are five general types of antenna structures contemplated by this chapter: wall-mounted antennas; roof-mounted antennas; monopoles with no platform; monopoles with a platform; and stealth facilities. If this chapter allows a particular type of antenna structure as a permitted or conditional use, the minimum standards for that type of antenna are as follows, unless otherwise provided in a conditional use permit:

(A) Wall-Mounted Antennas.



- (1) Maximum Height. Wall-mounted antennas shall not extend above the roof line of the building or structure or extend more than four feet horizontally from the face of the building.
- (2) Setback. Wall-mounted antennas shall not locate within 100 feet of any residence.
- (3) Mounting Options. Antennas mounted directly on existing parapet walls, penthouses, or mechanical-equipment rooms are considered wall-mounted antennas if no portion of the antenna extends above the roof line of the parapet wall, penthouse, or mechanical-equipment room. Whip antennas are not allowed on a wall-mounted antenna structure.

(B) Roof-Mounted Antennas.

- (1) Maximum Height. The maximum height of a roof-mounted antenna shall be 10 feet above the roof line of the building.
- (2) Setback. Roof-mounted antennas shall be located at least five feet from the exterior wall of the building or structure and at least 50 feet from any neighboring residential structure.

(C) Monopoles with No Platform.

- (1) Maximum Height and Width. The maximum height of the monopole antenna shall be 75 feet, although the approving body may allow an antenna or antenna-support structure up to 100 feet in height if the applicant demonstrates to the satisfaction of the approving body that the additional height is necessary to obtain coverage or allow co-location and that the applicant has taken steps to mitigate adverse effects on the surrounding neighborhood. The entire antenna structure mounted on the monopole shall not exceed three feet in width. The antenna itself shall not exceed 10 feet in height.
- (2) Setback. Monopoles shall be set back a minimum 200 percent of the height of the monopole from any lot line, measured from the base of the monopole to the nearest residential lot line. Exceptions to this setback requirement may be approved by the Planning Commission conditioned upon the acquisition of an equivalent fall zone easement on the adjacent property. Under no circumstances shall residential structures or otherwise occupied structures be permitted within

the fall zone easement. Construction of nonoccupied accessory structures maybe permitted within the easement at the sole risk of the property owner.

(D) Monopoles with Platform.

(1) Maximum Height and Width. The maximum height of the monopole antenna shall be 75 feet, although the approving body may allow an antenna or antenna-support structure up to 100 feet in height if the applicant demonstrates to the satisfaction of the approving body that the additional height is necessary to obtain coverage or allow co-location and that the applicant has taken steps to mitigate adverse effects on the surrounding neighborhood. The antennas and antenna-mounting structures on the monopole shall not exceed eight feet in height or 15 feet in width. The antenna itself shall not exceed 10 feet in height.

(2) Setback. Monopoles shall be set back a minimum 200 percent of the height of the monopole from any lot line, measured from the base of the monopole to the nearest residential lot line. Exceptions to this setback requirement may be approved by the Planning Commission conditioned upon the acquisition of an equivalent fall zone easement on the adjacent property. Under no circumstances shall residential or otherwise occupied structures be permitted within the fall zone easement. Construction of nonoccupied accessory structures may be permitted within the easement at the sole risk of the property owner.

(E) Stealth Facilities – Maximum Height. The maximum height of a stealth facility shall be the maximum structure height permitted in the zoning district wherein the stealth facility will be located. The applicant may exceed the maximum structure height if allowed pursuant to a conditional use permit.

**5-7-10 Additional conditional use permit considerations.**

In addition to the City’s standard conditional use permit considerations, the City shall consider the following factors when deciding whether to grant a conditional use permit for a personal wireless services facility:

(A) Compatibility. The facility or antenna shall be compatible with the height, mass, and design of buildings, structures, neighborhood aesthetics, and uses in the vicinity of the facility.

- (B) Screening. The facility or antenna shall use existing or proposed vegetation, topography, or structures in a manner that effectively screens the facility.
- (C) Disguise. The facility or antenna shall include a disguise that mitigates potential negative impacts on surrounding properties.
- (D) Parcel Size. The parcel upon which the facility or antenna will be located shall be of sufficient size to adequately support the facility.
- (E) Location on Parcel. The structure or antenna shall be located on the parcel in a manner that can best protect the interests of surrounding property owners but still accommodate other appropriate uses of the parcel.
- (F) Co-Location. The applicant shall be willing to allow co-location on its facility by other personal wireless services providers on such terms as are common in the industry.

**5-7-11 Additional regulations for monopoles and towers.**

- (A) Distance from Other Monopoles. Monopoles and towers shall be located at least 1,000 feet from each other except upon showing of necessity by the applicant, or upon a finding by the City that a closer distance would adequately protect the health, safety, and welfare of the community. This distance requirement shall apply to stealth facilities or to antennas attached to lawful structures such as transmission towers, utility poles, outdoor lighting structures, and water tanks.
- (B) Location on Parcel. Monopoles shall be located as unobtrusively on a parcel as possible, given the location of existing structures, nearby residential areas, and service needs of the applicant. Monopoles shall not be located in a required landscaped area, buffer area, or parking area.

**5-7-12 Safety requirements.**

- (A) Regulation Compliance with FCC and FAA Regulations. All operators of personal wireless services facilities shall demonstrate compliance with applicable Federal Communication Commission (FCC) and Federal Aviation Administration (FAA) regulations, including FCC radio frequency regulations, at the time of application and periodically thereafter as requested by the City. Failure to comply with the

applicable regulations shall be grounds for revoking a site plan or conditional use permit approval.

- (B) Protection Against Climbing. Monopoles shall be protected against unauthorized climbing by removal of the climbing pegs from the lower 20 feet of the monopole.
- (C) Fencing. Applicant shall fully enclose all monopoles and towers with a minimum six-foot-tall fence or wall, as directed by the City.
- (D) Security Lighting Requirements. Monopoles and towers shall comply with the FAA requirements for lighting. As part of the conditional use permit consideration, the City may also require security lighting for the site. If using security lighting, the applicant shall minimize the lighting impact on surrounding residential areas by using indirect lighting, where appropriate.

### **5-7-13 Site requirements.**

#### **(A) Regulations for Accessory Structures.**

(1) Storage Areas and Solid Waste Receptacles. The site shall not permit any outside storage of solid waste receptacles.

(2) Equipment Enclosures. All electronic and other related equipment and appurtenances necessary for the operation of any personal wireless services facility shall, whenever possible, be located within a lawfully pre-existing structure or completely below grade. When a new structure is necessary to house such equipment, the structure shall blend with the natural features, buildings, and structures in the zone wherein the facility will be located.

(3) Accessory Buildings. Freestanding accessory buildings used with a personal wireless services facility shall not exceed 450 square feet and shall comply with the setback requirements for structures in the zone wherein the facility will be located.

(B) Parking. The City may require a minimum of one parking stall for sites containing a monopole, tower, and/or accessory buildings, if there is insufficient parking available on the site.

(C) Landscaping. Applicants shall landscape all sites with personal wireless services facilities per conditions of approval by the City Planning Commission.

(D) Maintenance Requirements. Applicants shall maintain all personal wireless services facilities in a safe, neat, and attractive manner.

**5-7-14 Abandonment.**

The City may require the removal of all antennas and monopoles if the facility has been inoperative or out of service for more than 3 consecutive months.

(A) Notice. Notice to remove shall be given in writing by personal service or by certified mail addressed to the last known applicant.

(B) Violation. Failure to remove the antennas and monopoles as instructed within 3 months after receiving written notice to remove the same is a violation of the terms of this chapter. The City may initiate criminal and/or civil legal proceedings against any person, firm, or corporation, whether acting as principal, agent, property owner, lessee, lessor, tenant, landlord, employee, employer, or otherwise, for failure to remove antennas and monopoles in accordance with this chapter. Any lease agreement with the City shall also stipulate that failure to remove the antennas and monopoles after receiving written notice to do so pursuant to this chapter automatically transfers ownership of the antennas, monopoles, support buildings, and all other structures on the site to the City.

(C) Bonding. Prior to construction of any tower or antenna support structure, the applicant shall provide the City with an insurance bond of 150 percent of the estimated cost to remove the facility and restore the site to its original condition.

DEVELOPER'S AGREEMENT WITH HOOPER CITY CORPORATION

THIS AGREEMENT entered into this 15 day of January, 2021, between Dry Builders Inc of Blount, Utah, County of Calt Lake, State of Utah, hereinafter referred to as Developer, and HOOPER CITY CORPORATION, a municipal corporation of the State of Utah located in Weber County, hereinafter referred to as the City, hereby agrees as follows:

**RECITALS**

- A. Developer currently owns approximately 4.7 acres of real property located in the City.
- B. Developer desires to develop a project on the Property to be known as H.L. Parker Legacy Subdivision.
- C. The Property is currently zoned R2 under the City's zoning ordinances. The Property is subject to all City Ordinances and regulations including the provisions of the City's General Plan, engineering and development standards and specifications, and any permits issued by the City pursuant to the foregoing ordinances and regulations.
- D. Developer and the City desire to enter into an agreement that will govern the development of the Property.
- E. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to those contained in the City's Laws.

**AGREEMENT**

1. **PRELIMINARY.** Developer has presented to the Hooper City Planning Commission and the Hooper City Council a proposed final plat for the subdivision of, and construction of improvements on, certain land in Hooper City to be known as H.L. Parker Legacy Subdivision. The Final Plat provides for the development of eight (8) new single-family residential lots. The Final Plat includes construction drawings dated March, 2019, stamped by the Developer's engineer. As consideration for the granting of said approval and acceptance, Developer has agreed and does now agree to abide by the provisions hereof and all ordinances of Hooper City.
2. **COMPLIANCE WITH SUBDIVISION STANDARDS.** Developer agrees to comply with all of the ordinances, rules, regulations, requirements and standards

of the City with respect to the construction and completion of said subdivision, and particularly to install and complete all of the off-site improvements required, within the time hereinafter stated, including, but not necessarily limited to, the following:

- a) Rough grading and finish grading and surfacing of streets and lot grading.
- b) Curbs, gutters, sidewalks, waterways, and driveway approaches.
- c) Sanitary sewers, including service connection to each lot.
- d) Street drainage and drainage structures.
- e) Water lines, including culinary and secondary service connection to each lot.
- f) Fire hydrants.
- g) Irrigation pipelines and structures.
- h) Power, natural gas and other utilities to each lot.
- i) Traffic control signs.
- j) Street signs and numbers.
- k) Survey Monuments.
- l) Street Lighting.
- m) Land Use Separation Fence

Said improvements and any others designated shall be done according to the specifications and requirements of the City or applicable utility company. All work shall be subject to the inspection of Hooper City or applicable utility company and any questions as to conformity with the City specifications or standards or as to the technical sufficiency of the work shall be decided by the City Engineer or applicable utility company's representative and his decision shall be final and conclusive.

**3. CONDITIONS FOR FINAL MYLAR APPROVAL.** The following requirements shall be met prior to final Mylar approval:

- a) The water system installed, with fire protection, inspected, tested and fully operational (no combustible materials shall be delivered to a home site until this is completed);
- b) All sewer and drainage systems installed, inspected, tested and fully operational;
- c) The secondary water system installed, inspected and tested;
- d) All required curb and gutter installed;
- e) Irrigation piping and structures installed, inspected and tested.
- f) All lots within the subdivision rough graded so that weeds and other vegetation can be maintained by the Developer/contractor.
- g) All development and related fees paid to the City.
- h) All off-site improvements, underground or otherwise, properly installed and operational as approved by Hooper City, and other affected government agencies and all affected utility companies.
- i) All on-site improvements properly installed and operational as approved by Hooper City, and other affected government agencies and all affected utility companies.

- j) All required asphalt or concrete hard surface and roadway installed and completed in accordance with Hooper City design standards.
- k) Land use separation fencing installed in accordance with Hooper City standards.
- l) Developer or Owner shall not sell any portion of an approved development without informing, in writing, the prospective buyer or builder that final Mylar approval and building and occupancy permits may not be obtained until the above requirements are met.

4. **ADDITIONAL CONDITIONS OF DEVELOPMENT.** The following additional conditions are required of the developer as part of the subdivision approval from the City Council:

- a) **Utilities:** Developer shall be responsible for the cost to construct all water, sewer, storm drainage, land drain, secondary water, power, natural gas and other necessary utility improvements for the Project. This work shall be done in accordance with the standards of the affected government agency or the affected utility company.
- b) Developer shall honor all agreements entered into through the development approval process with adjacent property owners, developers, and/or water users that were required as conditions of subdivision approval or otherwise.
- c) Developer shall be responsible for obtaining a UPDES Storm Water Permit for Construction and for monitoring and managing the storm water pollution prevention plan during construction of the subdivision through the end of the warranty period. In addition, developer shall include in subdivision CC&R's detailed language regarding the lot owners' responsibilities to comply with City ordinances and permit requirements associated with storm water pollution prevention. Specific mention must be made to street cleaning, temporary curb ramps, stockpiling of earthen materials, concrete wash-out areas, and debris removal.

5. **TIME FOR COMPLETION AND EXTENSION OF TIME.** All of the said improvements shall be fully installed and completed within two (2) years from the date of this agreement. If not completed within two (2) years, the Developer may apply to the Planning Commission and the City Council for an extension of time of one year with additional one-year extensions after the first extension if the Planning Commission and City Council agree. Said extensions shall be subject to adequate security for the completion of said improvements being made by increasing the amount of the escrow account.

6. **SECURITY FOR COMPLIANCE.** As security for compliance by Developer with the ordinance, rules, regulations, requirements and standards of the City and



of Developer's agreements herein stated, Developer has delivered to the City an acceptable third-party escrow agreement, approved by the City, by the terms of which an acceptable third-party agrees to hold \$68,195.65, (which represents 10% of the cost of all required improvements as determined by the City Engineer) in escrow for the use of the City in the event of Developer's failure or refusal to install, complete, construct, repair, or replace any off-site improvements in accordance with the provisions of this agreement, the escrow agreement and all City codes and ordinances as described below. The decision of the City as to whether an improvement needs to be installed, constructed, completed, or replaced will be final.

Should Developer fail or refuse to complete the said improvements in accordance with the provisions hereof, and particularly within the time stated, or should Developer become insolvent before a completion thereof, then the City may, at its option, utilize the escrow funds to place the development in a condition that will be safe and not present a hazard to the community or become an eyesore to the neighboring property owners.

When all required improvements are completed, the 10% shall constitute a guarantee that the above outlined off-site improvements are installed in accordance with the subdivision standards of the City as to quality and serviceability and shall be held by the City for a period of one (1) year from the time the last improvement is "initially accepted" by the City or until one (1) year after the time the last improvement needing repair or placement is again accepted. At the end of the one year period the said 10% shall be returned to Developer provided the improvements have proved to have been constructed or installed in accordance with the standards of the City as to quality and serviceability, otherwise, to be applied toward construction or installation of said improvements in accordance with City standards or the repair or replacing the same so as to bring them into conformity with City standards. Developer will pay the difference to the City on demand. The City shall not issue any building permits until the improvements needing repair, replacement, etc., are completed and again accepted.

- 7. OPTIONAL ESCROW PROVISIONS.** Developer may request to have the Final Mylar signed and recorded prior to all landscaping and infrastructure improvements being completed and accepted by Hooper City. If such a request is made, as security for compliance by Developer with the ordinance, rules, regulations, requirements and standards of the City and of Developer's agreements herein stated, Developer will deliver to the City an acceptable third-party escrow agreement, approved by the City, the terms of which provide that an acceptable third-party agrees to hold the escrow amounts as shown on Exhibit A to the escrow agreement (which represents the cost of all still to be completed improvements as determined by the City Engineer). These funds will be held in escrow for the use of the City in the event of Developer's failure or refusal to install, complete, construct, repair, or replace any improvements in accordance

with the provisions of this agreement, the escrow agreement and all City codes and ordinances. The decision of the City as to whether an improvement needs to be installed, constructed, completed, or replaced will be final. City will determine which of the requirements set forth in paragraph 3 must be completed prior to a building permit being issued in the subdivision and which must be completed before a certificate of occupancy is issued for any building in the subdivision.

Should Developer fail or refuse to complete the said off-site improvements in accordance with the provisions hereof, and particularly within the time stated, or should Developer become insolvent before a completion thereof, then the City may, at its option, determine the cost of completing said off-site improvements on the basis of reliable estimates and bids and may apply all sums deposited in escrow against the said cost of completion and may proceed to legally obtain the escrow funds and use the proceeds there from to pay the cost of completing the said off-site improvements and to pay all related expenses including but not limited to court costs and attorney's fees.

When all required improvements are completed, City will authorize the release of all escrowed funds of the developer except a 10% retention amount. The 10% shall constitute a guarantee that the above outlined off-site improvements are installed in accordance with the subdivision standards of the City as to quality and serviceability and shall be held by the City for a period of one (1) year from the time the last improvement is "initially accepted" by the City or until one (1) year after the time the last improvement needing repair or placement is again accepted. At the end of the one year period the said 10% shall be returned to Developer provided the improvements have proved to have been constructed or installed in accordance with the standards of the City as to quality and serviceability, otherwise, to be applied toward construction or installation of said improvements in accordance with City standards or the repair or replacing the same so as to bring them into conformity with City standards. Developer will pay the difference to the City on demand. The City shall not issue any building permits until the improvements needing repair, replacement, etc., are completed and again accepted.

8. **CITY'S OBLIGATIONS.** Subject to Developer complying with all the City's Laws and the provisions of this Agreement, the City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City and to provide standard municipal services to the Project including, but not limited to, police and fire protection subject to the payment of all fees and charges charged or levied therefore by the City.
9. **LICENSES AND PERMITS.** Developer shall have secured (or cause to be secured) any and all permits which may be required by the City or any other governmental agency affected by the construction of the Improvements. The Developer shall be responsible for paying all applicable fees and charges to Improvements and which shall be a reimbursable expense.

- 10. MAINTENANCE OF FACILITIES AND WARRANTIES.** Developer shall maintain the public improvements in good and safe condition for a period of 1 year following conditional acceptance until their final acceptance by the City. Prior to the acceptance of the public improvements, the Developer shall be responsible for maintaining the public improvements in proper operating condition, and shall perform such maintenance as the City and the Developer agree is reasonably determined to be necessary. As of the date of final acceptance of the improvements, the Developer shall assign to the City all of the Developer's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third person with respect to the improvements, except for those rights necessary to the fulfillment of any outstanding obligation under this Agreement.
- 11. WAIVER.** The failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a failure to perform thereof shall not constitute a waiver of any such failure to perform or any other covenant, agreement, term or condition. No waiver shall effect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other than existing or subsequently occurring failure to perform.
- 12. TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement. In case either party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of the Agreement, the other party may pursue any and all remedies available in equity, or law.
- 13. GOVERNING LAW.** This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by HOOPER CITY ordinances in effect at the time of the execution of this Agreement. However, the parties expressly acknowledged that any subdivision or other development regulations enacted after the execution of the Agreement reasonably necessary to protect the health, safety and welfare of the citizens of HOOPER CITY, shall also apply to the subdivision or development which is the subject of this Agreement.
- 14. MODIFICATIONS, CAPTIONS AND SEVERABILITY.**
- a) This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.
  - b) The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or describe the scope, content or intent of any part or parts of this Agreement.

- c) If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

**15. ASSIGNABILITY, NO THIRD PARTY BENEFICIARY.** No right or rights shall ever be assigned or sublet in part or in whole without the written consent of the parties to this Agreement. This Agreement is made solely and specifically between and for the benefit of the parties to it and their respective successors and assigns subject to the provisions of it relating to successors and assigns, and no other person, individual, corporation or entity, shall have any rights, interest, or claims under this Agreement or be entitled to any benefits on account of this Agreement as a third party beneficiary or otherwise.


**16. APPLICABILITY OF ORDINANCE.** This Agreement does not supersede, but supplements the Hooper City Subdivision Ordinance and all other ordinances and regulations applicable to the subdivision of land and construction of improvements thereon, and Developer agrees to comply in all respects with the provisions of said ordinance. No provision of this Agreement shall limit the City in its rights or remedies under said subdivision ordinance or other applicable building ordinances.

**17. SUCCESSORS ENFORCEMENT.** The terms of this Agreement shall be binding upon the parties hereon, their heirs, executors, administrators, assigns or any parties legally acquiring the parties interest through foreclosure, trust deed, sale, bankruptcy or otherwise. In the event either party must take legal action to enforce the terms of this Agreement, the prevailing party shall have costs of court, including a reasonable attorney's fee.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this

18 day of February, 2020.

2-18-21  
Date


  
DEVELOPER

Dry Builders Development Group

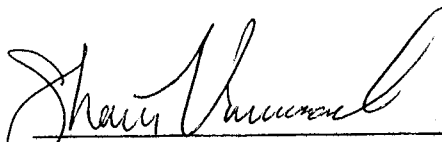
Title

HOOPER CITY CORPORATION

4-15-21  
Date

  
Mayor

ATTEST:

  
City Recorder