

**HOOPER CITY
PLANNING COMMISSION AGENDA
MARCH 13, 2025, 7:00PM
COUNCIL CHAMBERS
5580 W. 4600 S.
Hooper, UT 84315**

Notice is hereby given that the Hooper City Planning Commission will hold a work meeting and their regularly scheduled meeting on Thursday, March 13, 2025, starting at 7:00pm at the Hooper Municipal Building located at 5580 W 4600 S Hooper, UT 84315.

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 – Commissioner Prince
 - b. Reverence – Commissioner Cevering
3. Consent Items
 - a. Motion – Approval of Minutes dated January 9, 2025
4. Action Items
 - a. Conditional Use Permit Request for Rhett Hickman for an oversized structure totaling 2,000 sq ft located at 5994 W 5900 S
 - i. Enter a public hearing to receive public input on request.
 - ii. Close the public hearing and proceed with the regular meeting.
 - iii. Planning Commission Discussion and/or Motion on request
 - b. Conditional Use Permit Request for Alaynia Winter for a daycare located at 6049 W 4600 S
 - i. Enter a public hearing to receive public input on request.
 - ii. Close the public hearing and proceed with the regular meeting.
 - iii. Planning Commission Discussion and/or Motion on request
 - c. Conditional Use Permit Request for Tyler Larkin located at 6690 W 5100 S. The request is to add a bathroom and office space within the oversized structure.
 - i. Enter a public hearing to receive public input on request.
 - ii. Close the public hearing and proceed with the regular meeting.
 - iii. Planning Commission Discussion and/or Motion on request
 - d. Discussion / Motion – HL Parker Legacy Subdivision Developer Agreement Extension Request located approximately at 5900 S 5900 W
5. Citizen Comment (*Resident(s) attending this meeting will be allotted 3 minutes to express a concern about any issue that IS NOT ON THE AGENDA. No action can or will be taken on any issue presented.*)
6. Adjournment

Morgan Yeoman

Morgan 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

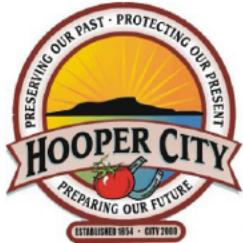
The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Hooper City limits on this 13th day of March, 2025 at Hooper City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website, and at <https://www.hoopercity.com/meetings>.

***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.
 - 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.

***CONFLICT OF INTEREST**

As per Utah State Code §67-16-9; Public officers and employees cannot have personal investments in a business entity that would create a substantial conflict between their private interests and public duties. This also applies to board members.



HOOPER CITY
PLANNING COMMISSION MEETING MINUTES
THURSDAY, JANUARY 9, 2025, 7:00PM
COUNCIL CHAMBERS
5580 W. 4600 S.
Hooper, UT 84315

The Hooper City Planning Commission held a work meeting at 6:00pm and their regular meeting at 7pm on January 9, 2025, at the Hooper City Civic Center located at 5580 W. 4600 S, Hooper, UT 84315.

PLANNING COMMISSION MEMBERS' PRESENT:

Amanda Prince
Bryce Widdison
Jase McCormick
Steve Wall
Gene Larson

COMMISSION MEMBERS EXCUSED:

CITY STAFF & CITY COUNCIL PRESENT:
Jamee Johnston – Deputy City Recorder
Malcolm Jenkins – City Planner
Brandon Richards – City Attorney - ZOOM

AUDIENCE PRESENT:

See attached list

6:00PM WORK MEETING

1. Discussion on Agenda Items

The Planning Commission held a work session where agenda items were discussed. Planning Commissioner walked the newly appointed Planning Commissioners through how a meeting typically takes place.

7:00PM REGULAR MEETING

1. Meeting Called to Order

At 7:00pm Commissioner Prince called the meeting to order.

2. Opening Ceremony

a. Pledge of Allegiance

Commissioner Larsen led in the Pledge of Allegiance.

b. Reverence

Commissioner McCormick offered reverence.

3. Consent Items

a. Motion – Approval of Minutes dated December 12, 2024

Commissioner Prince announced that to approve the minutes they needed at least three commissioners that were at the meeting. The city attorney Richards recommended that they table it for lack of quorum.

**COMMISSIONER WIDDISON MOTIONED TO TABLE
THE MINUTES DATED DECEMBER 12, 2024, DUE TO
LACK OF QUORUM. COMMISSIONER LARSEN
SECONDED THE MOTION. VOTING AS FOLLOWS:**

COMMISSIONER: VOTE:

WIDDISON	AYE
PRINCE	AYE
MCCORMICK	AYE
WALL	AYE
LARSEN	AYE

MOTION TABLED.

4. Action Items

a. Motion- Appointment of 2025 Planning Commission Chairperson

Commissioner Prince opened the appointment of 2025 Planning Commission Chairperson up for discussion.

Discussion was had by Planning Commission regarding who they wanted to take Planning Commission Chair.

**COMMISSIONER WALL MOTIONED TO APPROVE
PLANNING COMMISSIONER MCCORMICK AS
PLANNING COMMISSION CHAIRPERSON.
COMMISSIONER LARSEN SECONDED THE
MOTION. VOTING AS FOLLOWS:**

COMMISSIONER: VOTE:

WIDDISON	NAY
PRINCE	NAY

MCCORMICK	AYE
WALL	AYE
LARSEN	AYE
MOTION APPROVED.	

b. Motion- Appointment of 2025 Planning Commission Vice-Chairperson

Commissioner McCormick opened for discussion on Planning Commission Vice-Chairperson.

Planning Commissioners discussed who they would like to be Planning Commission Vice-Chairperson.

COMMISSIONER WALL MOTIONED TO APPROVE PLANNING COMMISSIONER WIDDISON AS PLANNING COMMISSIONER VICE CHAIRPERSON. COMMISSIONER LARSEN SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COMMISSIONER:</u>	<u>VOTE:</u>
WIDDISON	AYE
PRINCE	AYE
MCCORMICK	AYE
WALL	AYE
LARSEN	AYE

MOTION PASSED.

c. Motion- Confirm time and place of regularly scheduled Planning Commission meetings for the year 2025.

The Planning Commission looked over the scheduled Planning Commission meetings for the year 2025.

COMMISSIONER LARSEN MOTIONED TO APPROVE THE PLANNING COMMISSION MEETINGS FOR THE YEAR 2025. COMMISSIONER WALL SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COMMISSIONER:</u>	<u>VOTE:</u>
WIDDISON	AYE
PRINCE	AYE
MCCORMICK	AYE
WALL	AYE
LARSEN	AYE

MOTION PASSED.

d. Conditional Use Permit Request for Tanner Schmidt for an oversized structure totaling 3,720 sq. ft. located at 5335 W 5500 S.

The City Planner Malcolm Jenkins presented the plans with the pictures on display.

Tanner Schmidt - Hooper Resident

Tanner and Planning Commissioners clear up plan details about storage usage.

No Public Comment.

**COMMISSIONER WALL MOTIONED TO APPROVE THE
CONDITIONAL USE PERMIT REQUEST FOR TANNER
SCHMIDT FOR AN OVERSIZED STRUCTURE TOTALING 3,720
SQ. FT. LOCATED AT 5335 W 5500 S. COMMISSIONER LARSEN
SECONDED THE MOTION. VOTING AS FOLLOWS:**

<u>COMMISSIONER:</u>	<u>VOTE:</u>
WIDDISON	AYE
PRINCE	AYE
MCCORMICK	AYE
WALL	AYE
LARSEN	AYE
MOTION PASSED.	

e. Conditional Use Permit request for Jacob Johnson for an oversized structure totaling 3,200 sq. ft. located at 5604 S 6800 W.

Malcolm Jenkins the City Planner presented the plans with a map and details on display.

Jacob Johnson- Hooper Resident

Explained his plans and stated it is for workshop projects and used to clean up his yard. Jacob Johnson and The Planning Commission have conversation about Jacob's plans.

No Public Comment.

**COMMISSIONER PRINCE MOTIONED TO APPROVE THE
CONDITIONAL USE PERMIT REQUEST FOR JACOB JOHNSON**

**FOR AN OVERSIZED STRUCTURE TOTALING 3,200 SQ. FT.
LOCATED AT 5604 S 6800 W. COMMISSIONER WALL
SECONDED THE MOTION. VOTING AS FOLLOWS:**

<u>COMMISSIONER:</u>	<u>VOTE:</u>
WIDDISON	AYE
PRINCE	AYE
MCCORMICK	AYE
WALL	AYE
LARSEN	AYE

MOTION PASSED.

f. Discussion/Motion- Allowed Uses and Fees/Fines.

Commissioner McCormick opened the discussion regarding the Allowed Uses and Fees/Fines.

Discussion between Planning Commission regarding the need to table the discussion due to newly appointed Planning Commissioners needing to catch up on the topic.

Planning Commission have some discussion on some concerns with some of the Allowed Uses and Fees/Fines.

**COMMISSIONER PRINCE MOTIONED TO TABLE THE
ALLOWED USES/ FINES AND FEES DISCUSSION TO FEBRUARY
13, 2025, MEETING. COMMISSIONER WALL SECONDED THE
MOTION. VOTING AS FOLLOWS:**

<u>COMMISSIONER:</u>	<u>VOTE:</u>
WIDDISON	AYE
PRINCE	AYE
MCCORMICK	AYE
WALL	AYE
LARSEN	AYE

MOTION TABLED.

5. Citizen Comment

(Resident(s) attending this meeting will be allotted 3 minutes to express a concern about any issue that IS NOT ON THE AGENDA. No action can or will be taken on any issue presented.)

David Robles- Hooper Resident

David wanted to know if there was a website that he can keep up to date on Hooper meetings. David was also concerned about sidewalks and a four-way at the Sinclair intersection at 5500 W 5500 S.

The Planning Commissioners let David know that agendas are posted on the Hooper website.

Tanner Schmidt- Hooper Resident

Tanner is concerned about the number of accidents at the Sinclair intersection at 5500 W 5500 S and wondered why it is not a four way like the next intersection to the west. Also is concerned about no sidewalks in the area.

The Planning Commissioners answered Tanners questions regarding the four-way planned to be put in at the Sinclair intersection.

Mayor Sheri Bingham announced that the four way is approved and will go in at the Sinclair intersection and that the speed limit is being looked at by UDOT. Mayor Bingham stated that the city is going to be looking at applying for funding for the sidewalks in the area.

The Deputy City Recorder Jamee Johnston swore in the newly appointed Planning Commissioners Jase McCormick, Gene Larsen, and Steve Wall.

6. Adjournment

AT APPROXIMATELY 7:54 PM, COMMISSIONER WIDDISON MOTIONED TO ADJOURN THE MEETING. COMMISSIONER PRINCE SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COMMISSIONER:</u>	<u>VOTE:</u>
WIDDISON	AYE
PRINCE	AYE
MCCORMICK	AYE
WALL	AYE
LARSEN	AYE
MOTION PASSED.	

Date Approved: _____

Jamee Johnston, Deputy City Recorder

DRAFT

Hooper City
5580 W. 4600 S.
Hooper, UT 84315
Office 801-732-1064

Mailing \$ 37.00

☒ Fee: \$200.00

Date Submitted Feb 13, 2025

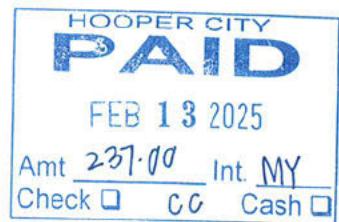
Conditional Use Permit: Oversized Structure

Print Applicant Name: RHETT HICKMAN

Address: 5994 W 5900 S

Phone #: _____

Day Time Phone #: _____ Email: _____



- Provide site plan drawings including all of the following: (Site plan must be to scale).
 - Map of property showing adjacent streets
 - Building dimensions and distance from other structure
 - Distance from property lines. (The drip edge must be at least 5 feet from property lines. If you are on a corner lot or have easements attached to your property it may be more than the 5 feet.)
 - List any easements on property
 - Roof pitch, roof height, roofing material and drip line distance to other structure and property lines
 - Concept drawing of what structure will look like
 - Building materials
 - Driveway materials
 - Landscaping design

Total Sq. footage of Structure: 2000
Height of Structure: 23' 6"

What will the structure be used for? STORAGE

Will any plumbing be installed in the structure? Yes _____ No ✓

Will any electricity be installed in the structure? Yes _____ No ✓

Will structure be used for a business? Yes _____ No ✓

If yes, have you applied for a business license with Hooper City? Yes _____ No _____

Explain: _____

❖ The State requires all property owners within 600 feet from your parent property (front, sides and notified. There will be an additional fee of \$1.00 for every notice that is sent out.

Please address these issues on the back of this application.

Traffic problems	Safety issues	Noise	Parking
Fencing	Pollution	Odors	Design
Business operation	Use of structure	Easements	

I hereby certify that the above information is accurate to the best of my knowledge. I certify that I will comply with all state and local requirements before and after building this structure. I understand that if conditional use does not start within (12) months and also if the conditional use is discontinued for (12) consecutive months, the Conditional Use Permit will expire. If my conditional use changes I will notify Hooper City for a Conditional Use Permit review. I or a representative will be present at the Planning Commission Meeting.

Signature:

Date: 2-13-25

Approval Date: _____

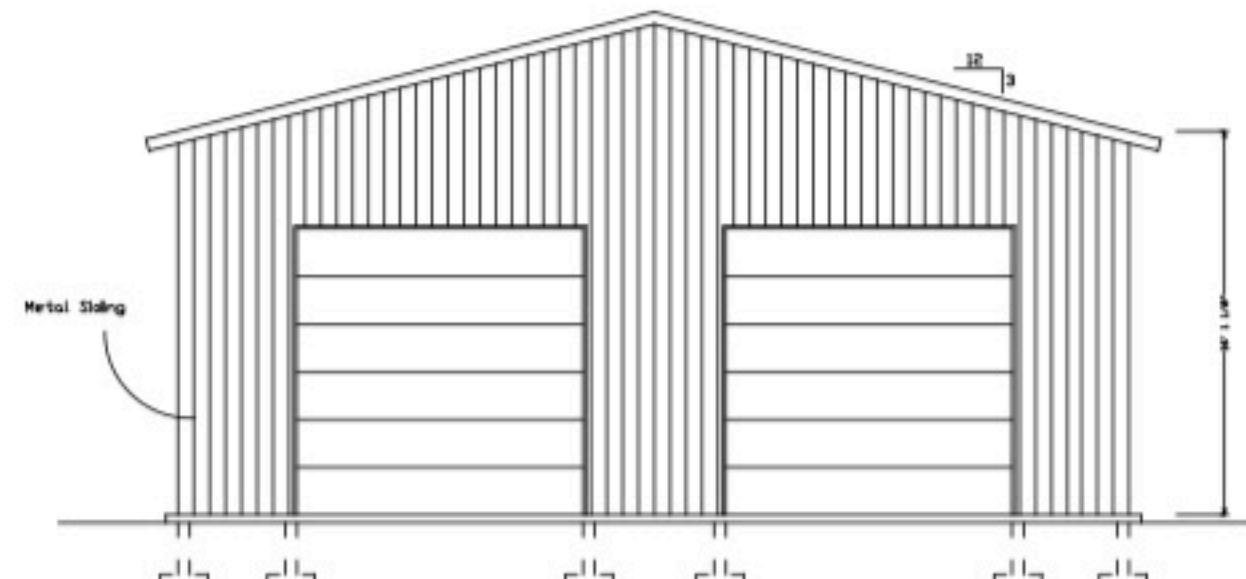
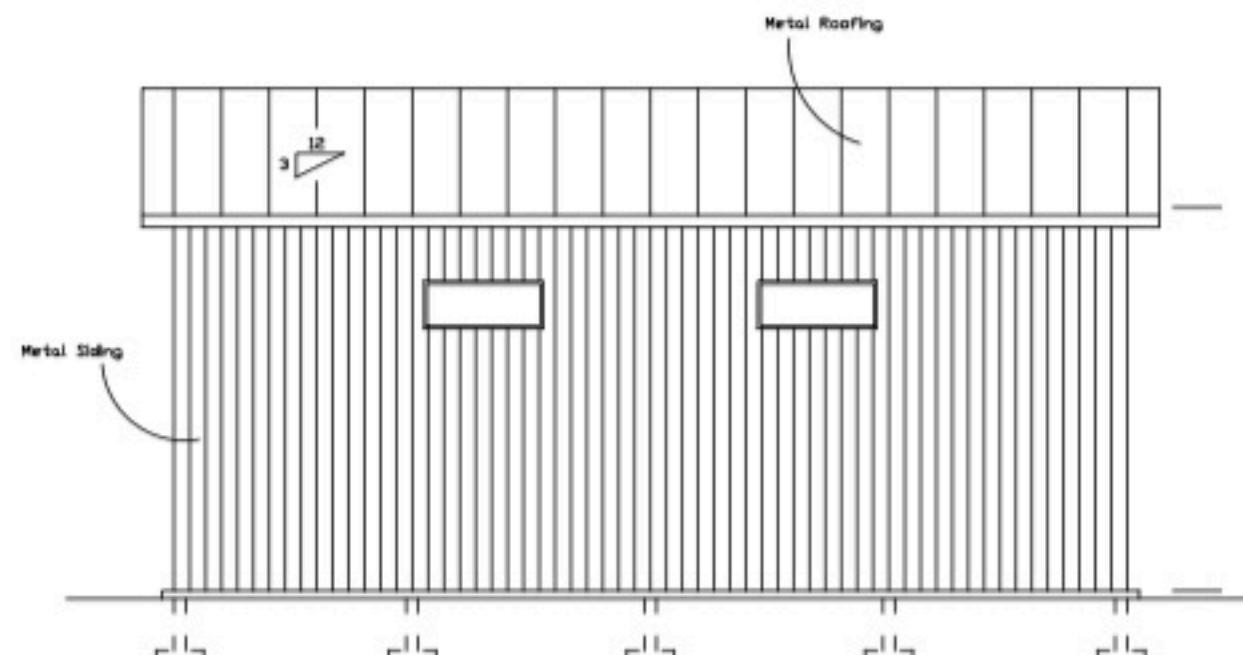
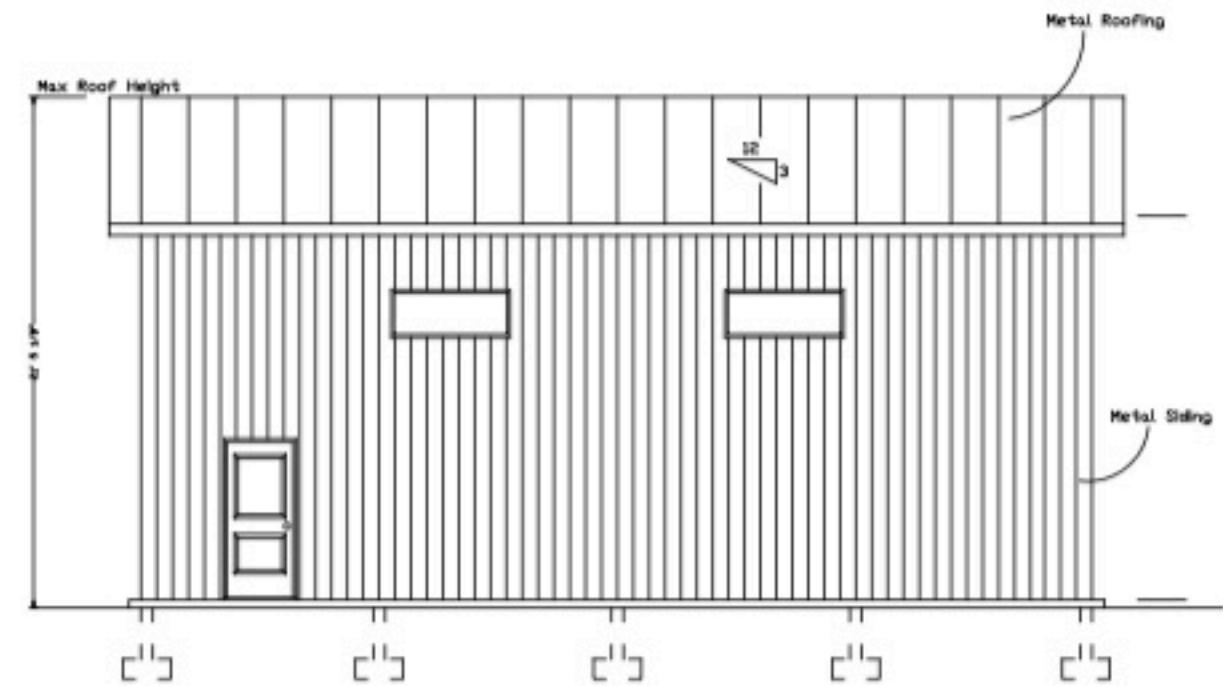
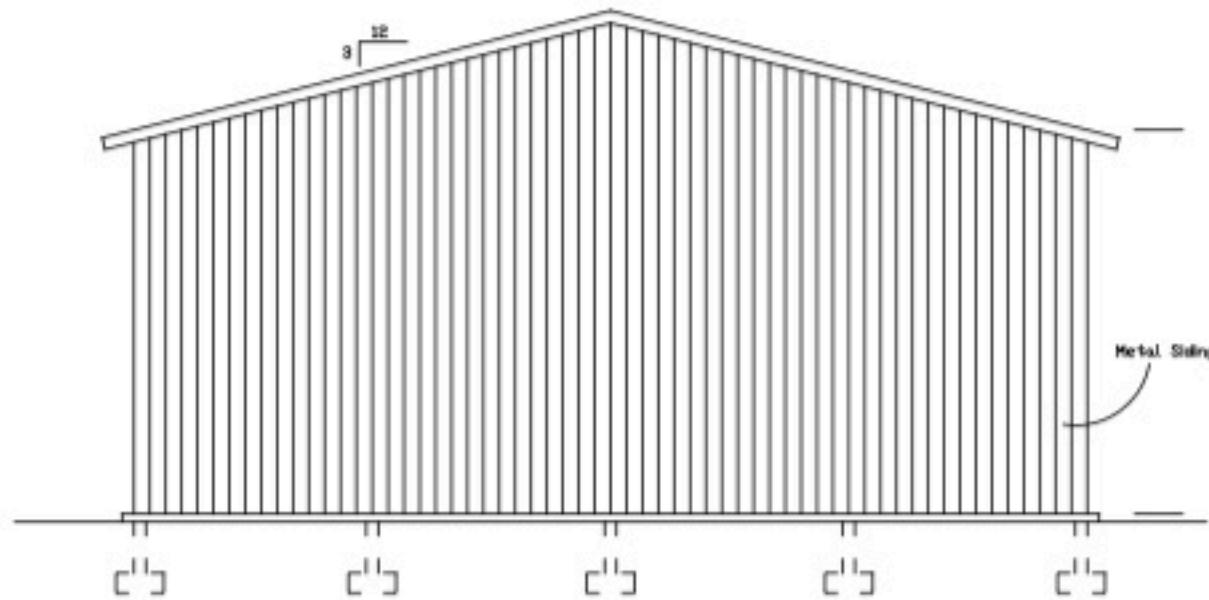
Disapproval Date:

Planning Commission Chairman

Comments/Conditions:

Completed application, fee and all other documents must be submitted three weeks before a Planning Commission Meeting which is the 2nd Thursday of the month unless otherwise specified.





Left Elevation

Front Elevation

Hooper City
5580 W. 4600 S.
Hooper, UT 84315
Phone: 802-732-1064

Date Submitted 2/3/25
 Fee: \$200.00

Home group
Conditional Use Permit: Day Care

Print Applicant Name: Alaynia Winter
Address: 6049 W 4600 S. Hooper, UT

If Different, Name of Operator _____

Address: _____

Phone #: _____

Phone Number: _____
Name of Daycare: Growing Roots Farm School

Number of children including your own you will be providing care for: ~12-24

Number of employees (You are allowed up to two) 1-2

Days of operation M-Fri. Hours of operation 9:30-4 pm

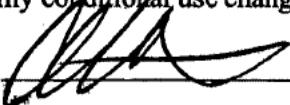
- Provide copy of Daycare Operator State Certification. N/A
- If not State Certified, when will you receive your certification? _____
- If you do not need to be licensed, provide exemption letter from the Bureau of Child Care Licensing.
- Provide any medical and first aid training you have had.
- Provide site plan drawings of Daycare location with fencing structure, drop off and pick up area, playground area, area in home that will be used, etc.
 - ❖ The State requires all property owners within 600 feet from your parent property (front, sides and back) to be notified. There will be an additional fee of \$1.00 for every notice that is sent out.

This application will be evaluated by but not limited to the following items. You may want to address these issues on the back of this application.

Traffic problems Safety issued Noise Parking Fencing

You must contact the Bureau of Child Care Licensing at 915 North 400 West, Suite #201 Layton, UT 84041.
Phone # 801-444-2950 or Toll Free 1-800-883-9375.

I hereby certify that the above information is accurate to the best of my knowledge. I also certify that I am in compliance with all state and local requirements to provide daycare operations within Hooper City. If this information changes I will notify Hooper City for a Conditional Use Permit review. I understand that if conditional use does not start within (12) months and also if the conditional use is discontinued for (12) consecutive months, the Conditional Use Permit will expire. If my conditional use changes, I will notify Hooper City for a Conditional Use Review.

Signature: 

Date: 2/3/25

Approval Date: _____ Disapproval Date: _____

Planning Commission Chairman

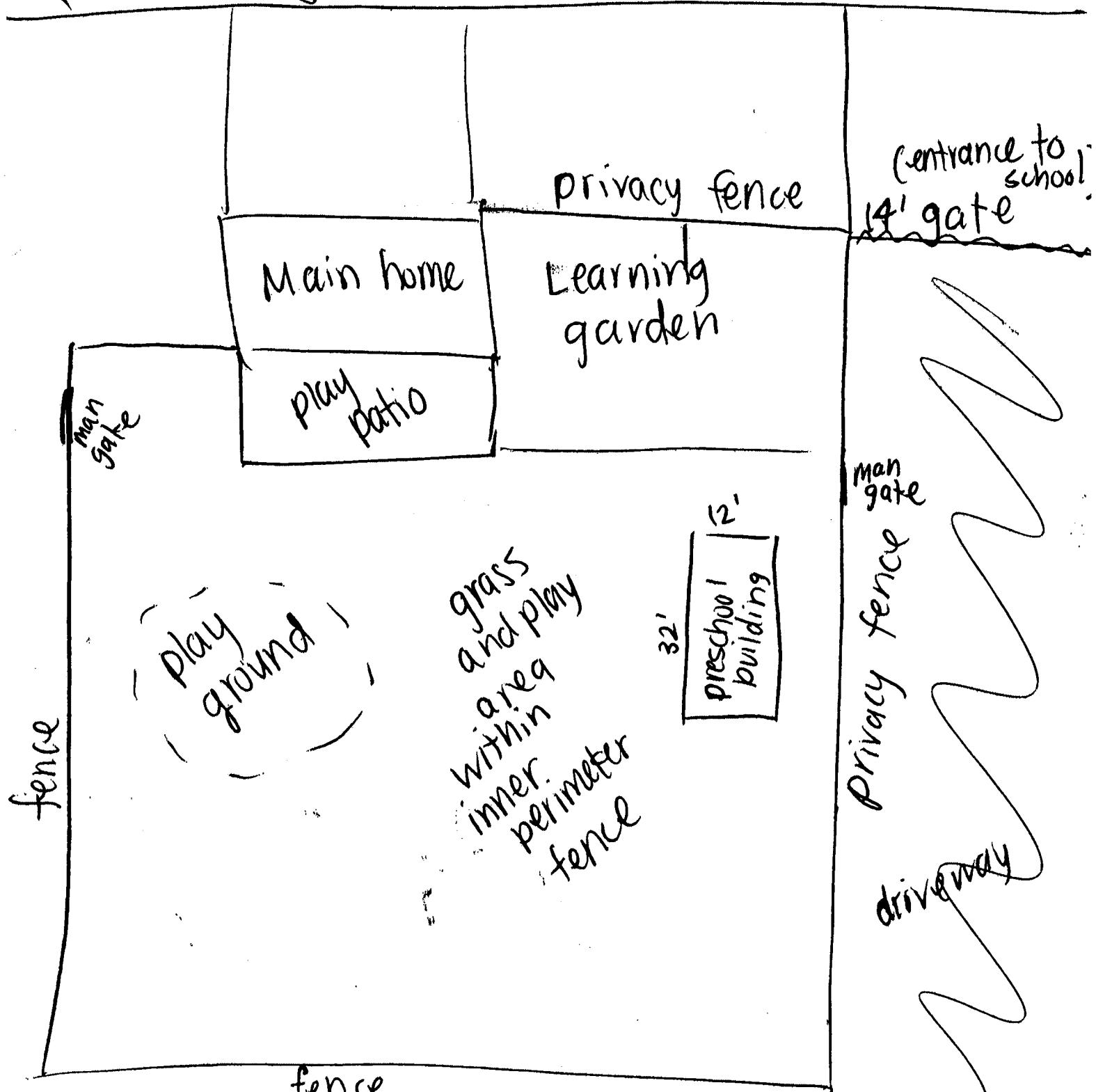
Comments/Conditions: I would like to open a home group daycare. I'm not quite sure which would be a better fit, the home group or the daycare facility.

Completed application must be submitted three (3) weeks before a Planning Commission Meeting which is the 2nd Thursday of the month unless otherwise specified.

Property Map:

4600 S. Road

pickup/drop off parking area



Hooper City
5580 W. 4600 S.
Hooper, UT 84315
Office 801-732-1064

Mailings: \$23.00
Fee: \$200.00
Date Submitted 1/24/24

Conditional Use Permit: Oversized Structure

Print Applicant Name: Tyler Larkin
Address: 1690 W 5100 S Hooper, UT 84315

Phone #:

Day Time Phone #: _____ Email: _____

Provide site plan drawings including all of the following: (Site plan must be to scale).

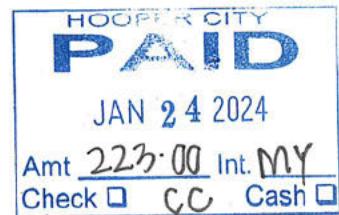
- Map of property showing adjacent streets *
- Building dimensions and distance from other structure
- Distance from property lines. (The drip edge must be at least 5 feet from property lines. If you are on a corner lot or have easements attached to your property it may be more than the 5 feet.)
- List any easements on property
- Roof pitch, roof height, roofing material and drip line distance to other structure and property lines
- Concept drawing of what structure will look like
- Building materials
- Driveway materials
- Landscaping design

EXISTING STRUCTURE: 1800 sqft
SILAGE PIT: 1287 sqft

Total: 3087 sqft

Total Sq. footage of Structure:

Height of Structure: 16' 2 3/4



What will the structure be used for? Warehouse, Store Tools and Supplys
 Will any plumbing be installed in the structure? Yes No ✓
 Will any electricity be installed in the structure? Yes ✓ No
 Will structure be used for a business? Yes ✓ No

If yes, have you applied for a business license with Hooper City? Yes No

Explain: No, Agriculture business

* The State requires all property owners within 600 feet from your parent property (front, sides and back) to be notified. There will be an additional fee of \$1.00 for every notice that is sent out.

Please address these issues on the back of this application.

Traffic problems

Safety issues

Noise

Parking

Fencing

Pollution

Odors

Design

Business operation

Use of structure

Easements

I hereby certify that the above information is accurate to the best of my knowledge. I certify that I will comply with all state and local requirements before and after building this structure. I understand that if conditional use does not start within (12) months and also if the conditional use is discontinued for (12) consecutive months, the Conditional Use Permit will expire. If my conditional use changes I will notify Hooper City for a Conditional Use Permit review. I or a representative will be present at the Planning Commission Meeting.

Signature:

Date: Jan 24, 2024

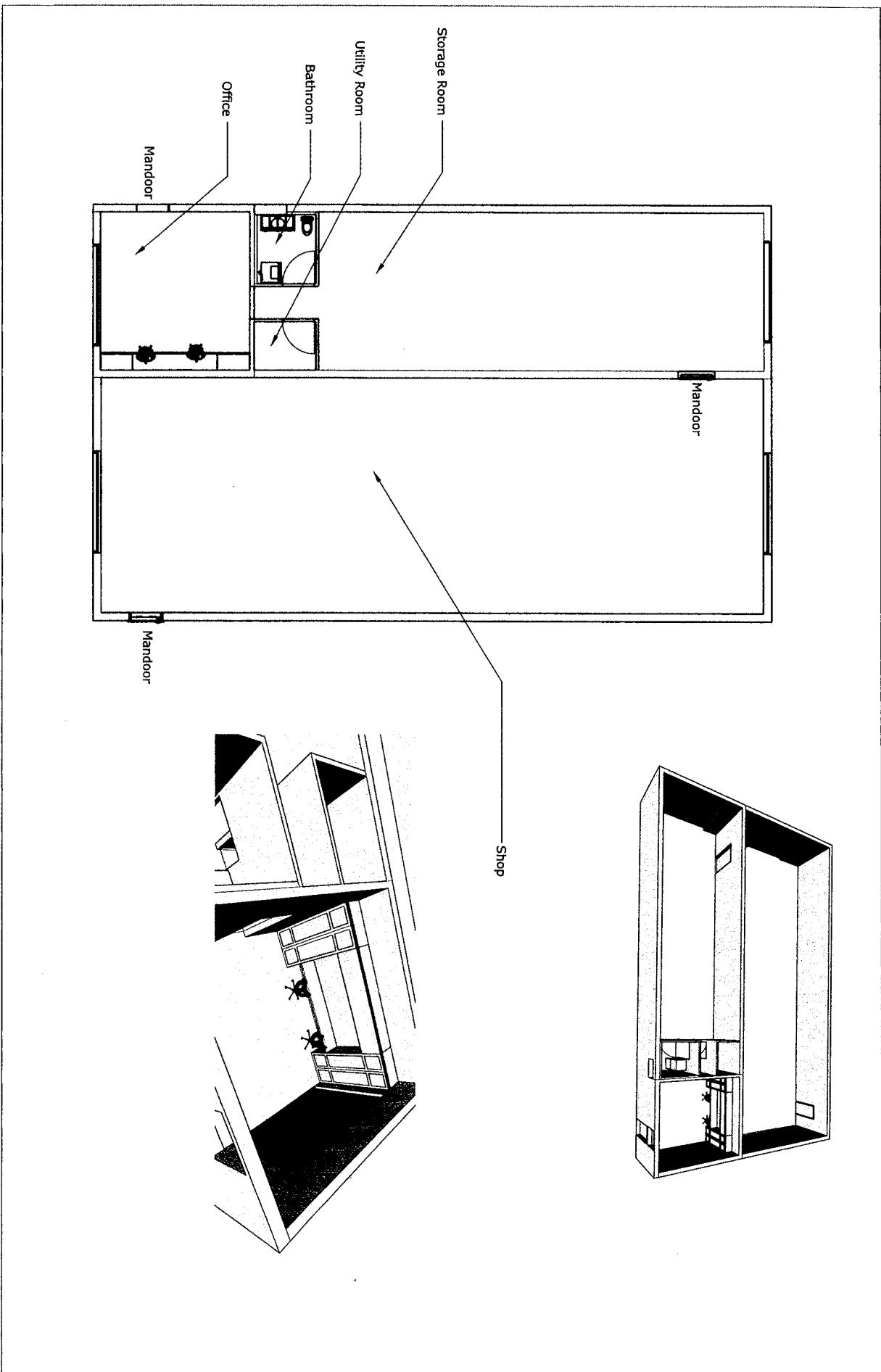
Planning Commission Chairman

Approval Date: _____

Disapproval Date: _____

Comments/Conditions: _____

Completed application, fee and all other documents must be submitted three weeks before a Planning Commission Meeting which is the 2nd Thursday of the month unless otherwise specified.





DEVELOPER'S AGREEMENT WITH HOOPER CITY CORPORATION

THIS AGREEMENT entered into this 15 day of January, 2021, between Dry Builders Inc of Bluffdale, Utah, County of Cache, 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, 2021, 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, 2021.
2-18-21

Date

El At

DEVELOPER

Dry Builders Development Corp

Title

HOOPER CITY CORPORATION

4-15-21

Date

Miller Powers

Mayor

ATTEST:

Sherry Morrison
City Recorder

DEVELOPER'S AGREEMENT EXTENSION
WITH HOOPER CITY CORPORATION

THIS AGREEMENT entered into this 1st day of February, 2024, between Dry Builders Investment Group LLC, of 5204 West Woodmere Lane, Herriman, 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. Legacy Subdivision.
- C. The Developer received final approval to develop said subdivision on August 6, 2020.
- D. The Developer entered into a Developer's Agreement that governed the development of the Property which was executed on April 15, 2021.
- E. The Developer's Agreement expired on April 15, 2023.
- F. 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.
- G. Developer desires now to extend the Developer's agreement for one year of when the agreement expired. This extension will expire April 15, 2024.
- H. 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 reasons to extend the original Developer's Agreement 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 same provisions and ordinances of Hooper City as stated in the original Developer's Agreement with the addition of the following:
2. **COMPLIANCE WITH SUBDIVISION STANDARDS (updated).** Developer agrees to comply with all of the ordinances, rules, regulations, requirements and standards of the City that were in effect in August 2020 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, as outlined in the original Developer's Agreement.
3. **CONDITIONS FOR FINAL MYLAR APPROVAL (same as original).** 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) The irrigation piping and structures installed, inspected and tested.
 - e) All required curb and gutter installed;
 - f) A minimum of 8 inches of roadbase in place, graded and compacted;
 - g) Land use separation fencing installed.
 - h) All lots within the subdivision rough graded to within 6 inches (plus or minus) of the grades shown on the approved Grading and Drainage Plan.
 - i) 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.
 - j) All subdivision property maintained by the Developer in full compliance with City weed and other related nuisance ordinances.
 - k) All on-site improvements properly installed and operational as approved by Hooper City, and other affected government agencies and all affected utility companies.
 - l) All required asphalt or concrete hard surface and roadway installed and completed in accordance with Hooper City design standards.

- m) Land use separation fencing installed in accordance with Hooper City standards.
- n) All development and related fees paid to the City.
- o) 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 (same as original).**
5. **TIME FOR COMPLETION AND EXTENSION OF TIME (updated).** All of the said improvements shall be fully installed and completed by the date specified in this extension. If not completed by said date, the Developer may apply to the Planning Commission and the City Council for an additional extension of time of one year if the Planning Commission and City Council agree. Said extension 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 (updated).** 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 updated an acceptable third-party escrow agreement, approved by the City, by the terms of which an acceptable third-party agrees to hold \$80,627.73, (which represents 10% of the cost of all required improvements as approved 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. In the event that the cost for installation and construction is greater, the 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** (same as original).
8. **CITY'S OBLIGATIONS** (same as original).
9. **LICENSES AND PERMITS** (same as original).
10. **MAINTENANCE OF FACILITIES AND WARRANTIES** (same as original).
11. **WAIVER** (same as original).
12. **TIME IS OF THE ESSENCE** (same as original).
13. **GOVERNING LAW** (same as original).
14. **MODIFICATIONS, CAPTIONS AND SEVERABILITY** (same as original).
15. **ASSIGNABILITY, NO THIRD PARTY BENEFICIARY** (same as original).
16. **APPLICABILITY OF ORDINANCE** (same as original).
17. **SUCCESSORS ENFORCEMENT** (same as original).

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

26 day of November, 2023.

Date

DEVELOPER

Manager
Title

HOOPER CITY CORPORATION

Sheri Bingham
Mayor

ATTEST:

My my my
City Recorder