

**HOOPER CITY
CITY COUNCIL AGENDA
FEBRUARY 5, 2026, 7:00 PM
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 7:00pm on Thursday, February 5, 2026, at the Hooper Municipal Building located at 5580 W 4600 S Hooper, UT 84315.

Work Meeting – 6:00 PM

1. Discussion
 - a. Madison Aviles – WFRC; Moderate Income Housing Strategies
 - b. City Council Assignments Reports
 - c. Discussion of proposed goals, projects, and priorities for Hooper City in 2026 and the City's vision for supporting residents and community growth.
 - d. Discussion of reading letters from citizens by council members and discussion of related topics during our city council meetings.

Regular Meeting – 7:00 PM

1. Meeting Called to Order
2. Opening Ceremony
 - a. Pledge of Allegiance – Council Member Craig
 - b. Reverence – Council Member Hancock
3. Upcoming events
4. Public Comments
5. Consent Items
 - a. Approval of minutes dated January 8, 2026
 - b. Approval of minutes dated January 22, 2026
6. Public Hearings
7. Discussion Items, Reports, and/or Presentations
8. Action Items
 - a. Motion: Approval of HL Parker extension request
 - b. Motion: Approval of City Council 2026 Schedule
 - c. Motion: Appointment of Planning Commission member and appointment of Planning Commission Alternate.
9. Possible Closed Meeting

Concerning Pending and Threatened Litigation; Pending of Real Property; Development of Security Personnel, Devices, or Systems and/or Character, Professional Competence, or Physical or Mental Health of One or More Individuals.
10. Adjournment

Morghan Yeoman

Morghan Yeoman, City Recorder

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

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

CERTIFICATE OF POSTING

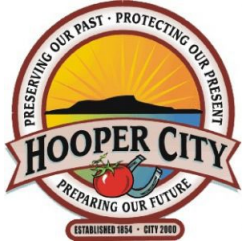
The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Hooper City limits on this 5th day of February, 2026 at Hooper City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website, and at <https://www.hoopercity.com/meetings>.

***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
CITY COUNCIL MEETING MINUTES
THURSDAY, JANUARY 08, 2026 7:00PM
COUNCIL CHAMBERS
5580 W. 4600 S.
Hooper, UT 84315

The Hooper City Council held a work meeting at 6:00pm and their regular meeting at 7pm on January 08, 2026, at the Hooper City Civic Center located at 5580 W. 4600 S, Hooper, UT 84315.

COUNCIL MEMBERS PRESENT:

Sheri Bingham – Mayor
Dale Fowers – City Council
Ryan Hill – City Council
Larry Ropelato – City Council
Ray Hancock – City Council
David Craig – City Council - ZOOM

COUNCIL MEMBERS EXCUSED:

CITY STAFF & PLANNING COMMISSION PRESENT:

Darren Curtis – City Attorney
Morghen Yeoman – City Recorder
Malcolm Jenkins- City Planner

6:00PM WORK MEETING

1. Discussion on Agenda Items

At 6:00pm the City Council held a work meeting where agenda items were discussed, City Council assignments, HCC 1-1-4, Planning Commission, Proclamation for Just serve, 2026 City Council schedule, and Economic Development Policy.

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 Ropelato led in the Pledge of Allegiance.

b. Reverence

Council Member Hill offered reverence.

3. Upcoming Events

- a) Mayor Bingham mentioned the removal of Wreaths from the Wreaths across America event at the cemetery Saturday at 9am.
- b) Mayor Bingham announced Western Weber CTC flyer and spoke on the class.
- c) Mayor Bingham spoke on the City Newsletter and where to find them.

4. Public Comments

David Harris –

David questioned what happens next with Economic Development Policy regarding the work meeting discussion.

5. Consent Items

- a) Motion- Approval of Minutes dated December 04, 2025
With changes to Public comment- Robinson would like to give tour.

**COUNCIL MEMBER HILL MOTIONED TO
APPROVE THE MINUTES DATED DECEMBER 04,
2025 WITH A CORRECTION TO PUBLIC COMMENT.
COUNCIL MEMBER ROPELATO SECONDED THE
MOTION. VOTING AS FOLLOWS:**

<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
HILL	AYE
FOWERS	AYE
ROPELATO	AYE
HANCOCK	AYE
CRAIG	AYE
MOTION PASSED.	

6. Public Hearings

- a. Request for a Release of Easement for Josh Bennett located at 5775 S 5900 W

**COUNCIL MEMBER FOWERS MOTIONED TO
MOVE TO PUBLIC HEARING FOR A RELEASE OF
EASEMENT FOR JOSH BENNETT LOCATED AT 5775
S 5900 W. COUNCIL MEMBER HANCOCK
SECONDED THE MOTION. VOTING AS FOLLOWS:**

<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
HILL	AYE
FOWERS	AYE
ROPELATO	AYE
HANCOCK	AYE
CRAIG	AYE

MOTION PASSED.

Comments: None

COUNCIL MEMBER HILL MOTIONED TO MOVE TO REGULAR MEETING. COUNCIL MEMBER FOWERS SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
HILL	AYE
FOWERS	AYE
ROPELATO	AYE
HANCOCK	AYE
CRAIG	AYE

MOTION PASSED.

i. City Council Discussion and/or Motion on request

Malcolm Jenkins, City Planner, explained the site plan and what easement is in question. Malcolm explained that PUE is a 10' but applicant is wanting to do 8'.

Darren Curtis, City Attorney, explained that the subdivision ordinance explains that you would need a 10' easement for a dedicated subdivision.

Darren advised not to approve the vacated easement but possibly an encroachment agreement. Council Member Ropelato clarified questions he had.

Josh Bennett, the applicant, asked if the other lots that have buildings on the their easement, why they were approved.

COUNCIL MEMBER HILL MOTIONED TO APPROVE AN ENCROACHMENT AGREEMENT WRITTEN BY LEGAL COUNSEL FOR JOSH BENNETT LOCATED AT 5775 S 5900 W. COUNCIL MEMBER CRAIG SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
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HILL	AYE
FOWERS	AYE
ROPELATO	AYE
HANCOCK	AYE
CRAIG	AYE
MOTION PASSED.	

7. Discussion Items, Reports, and/or Presentations:

a. Emergency Preparedness Updates; Davis Harris.

David Harris provided updates on emergency preparedness with an informational packet handed out. Council will review the packet and get suggested revisions back to David to update the plan. Council Member Craig expressed excitement for involvement and ideas for youth council.

b. November Financial Statements for FY 26

Council Member Hill gave a run down of the budget. Questions were asked by City Council on certain budget items.

c. SWPPP Audit Report; Taylor Stauffer JUB

Taylor Stauffer presented the SWPPP audit report, discussing storm water GIS mapping needs, costs estimated at \$55,000. Council discussed the SWPPP Audit requirements with Taylor Stauffer and spoke on opening it up for bid.

8. Action Items.

a. Motion: Approval of Commercial Business license for Kyle Simmons; KSimmons Holdings LLC located at 5175 S 4000 S.

Kyle Simmons, the applicant, explained his business, Heavy Metal Laser, involving metal fabrication, powder coating, and inspections. Council discussed details on the business and asked if the fire department is doing an inspection. The applicant stated that it will be done there.

**COUNCIL MEMBER HILL MOTIONED TO
APPROVE THE BUSINESS LICENSE FOR KYLE
SIMMONS FOR KSIMMONS HOLDINGS LLC
LOCATED AT 5175 S 4000 S. COUNCIL MEMBER
CRAIG SECONDED THE MOTION. VOTING AS**

FOLLOWS:**COUNCIL MEMBER:****VOTE:****HILL****AYE****FOWERS****AYE****ROPELATO****AYE****HANCOCK****AYE****CRAIG****AYE****MOTION PASSED.****b. Motion: Approval of City Council Assignments.**

Council discussed assignments, including Just Serve coordinator, youth council, emergency preparedness, animal control, community events, mosquito abatement, and tomato jam.

Nominations for mayor pro tem were made, with Council Member Craig selected.

Council Member Fowers Nominated Council Member Hill as Mayor Pro Tem
Motion Failed.

**COUNCIL MEMBER ROPELATO MOTIONED TO
APPOINT COUNCIL MEMBER CRAIG AS MAYOR
PRO TEM. COUNCIL MEMBER HANCOCK
SECONDED THE MOTION. VOTING AS FOLLOWS:**

COUNCIL MEMBER:**VOTE:****HILL****NAY****FOWERS****NAY****ROPELATO****AYE****HANCOCK****AYE****CRAIG****AYE****MOTION PASSED.**

**COUNCIL MEMBER ROPELATO MOTIONED TO
APPROVE THE CITY COUNCIL ASSIGNMENTS.
COUNCIL MEMBER CRAIG SECONDED THE
MOTION. VOTING AS FOLLOWS:**

COUNCIL MEMBER:**VOTE:****HILL****AYE****FOWERS****AYE****ROPELATO****AYE**

AYE

AYE

Concerning Pending and Threatened Litigation; Pending of Real Property;
Development of Security Personnel, Devices, or Systems and/or Character,
Professional Competence, or Physical or Mental Health of One or More Individuals.

COUNCIL MEMBER:

VOTE:

AYE

AYE

AYE

AYE

AYE

MOTION PASSED.

**COUNCIL MEMBER FOWERS MOTIONED TO
MOVE TO REGULAR MEETING. COUNCIL
MEMBER HANCOCK SECONDED THE MOTION.
VOTING AS FOLLOWS:**

COUNCIL MEMBER:

VOTE:

AYE

AYE

AYE

AYE

AYE

MOTION PASSED.

- COUNCIL MEMBER HANCOCK MOTIONED TO
NEGOTIATE THE PURCHASE OF LAND LOCATED
AT 5483 W 5100 S. COUNCIL MEMBER ROPELATO**

SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
HILL	AYE
FOWERS	AYE
ROPELATO	AYE
HANCOCK	AYE
CRAIG	AYE
MOTION PASSED.	

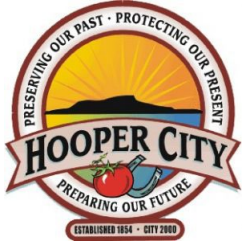
10. Adjournment

**AT APPROXIMATELY 9:17 PM COUNCIL MEMBER FOWERS
MOVED TO ADJOURN THE MEETING. COUNCIL MEMBER
HANCOCK SECONDED THE MOTION. VOTING AS FOLLOWS:**

<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
HILL	AYE
FOWERS	AYE
ROPELATO	AYE
HANCOCK	AYE
CRAIG	AYE
MOTION PASSED.	

Date Approved: _____

Jamee Johnston, Deputy City Recorder



HOOPER CITY
CITY COUNCIL MEETING MINUTES
THURSDAY, JANUARY 22, 2026 7:00PM
COUNCIL CHAMBERS
5580 W. 4600 S.
Hooper, UT 84315

The Hooper City Council held a work session at 5:00pm and a work meeting following. With their regular meeting at 7pm on January 22, 2026, at the Hooper City Civic Center located at 5580 W. 4600 S, Hooper, UT 84315.

COUNCIL MEMBERS PRESENT:

Sheri Bingham – Mayor
Dale Fowers – City Council
Larry Ropelato – City Council
Ray Hancock – City Council
David Craig – City Council - ZOOM

COUNCIL MEMBERS EXCUSED:

Ryan Hill – City Council

CITY STAFF & PLANNING COMMISSION PRESENT:

Darren Curtis – City Attorney
Morghan Yeoman – City Recorder
Malcolm Jenkins- City Planner
Sherriff Hawes- Weber County Sheriff

5:00PM WORK SESSION – Cody Deeter; Economic Development Policy

1. Cody Deeter and Rob Sant; presented on Economic Development Policy and the tools available to Utah cities with focus on Community Reinvestment Areas and Tax Increment Financing. City council discussed the handout with Cody Deeter and Rob Sant.

6:00PM WORK MEETING

1. Discussion on Agenda Items
At 6:00pm the City Council held a work meeting where agenda items were discussed, City Council assignments, HCC 1-1-4, Planning Commission, Proclamation for Just serve, 2026 City Council schedule, and Economic Development Policy.

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 Hancock led in the Pledge of Allegiance.

b. Reverence

Council Member Fowers offered reverence.

3. Upcoming Events

- a) Mayor Bingham announced the Weber Fire District Station coming to Hooper at 5404 W 5500 S.

4. Public Comments

Mayor Sheri Bingham – Hooper Resident

Sheri gave a statement of what she was given at training.

Bryce Wilcox – Hooper Resident

Bryce questioned about Tomato Jam possibly getting cancelled. Bryce explained the Tomato Jam and explained the variety of people that participate each time. Also brought up the proposal to change the Planning Commission Ordinance and spoke on the knowledge of Planning Commissioner Amanda Prince.

Blake Cevering- Hooper Resident

Blake also questioned why they are revisiting the Planning Commission Ordinance.

Nicolle Brown – Hooper Resident

Nicolle recommended the council to keep the 7 members planning commission.

Nicolle gave opinions on why it is important.

Brian Murrah – Hooper Resident

Brian talks about there is no place for drama in the workplace. Brian talked about what the planning commission has done and does not agree with it and asked for the Mayor to have a chance to serve the community.

5. Consent Items

- a) Motion- Approval of Minutes dated December 18, 2025

With no changes. Council Member Fowers spoke on the Planning Commission motion and wanted to mention the discussion and motion.

COUNCIL MEMBER ROPELATO MOTIONED TO APPROVE THE MINUTES DATED DECEMBER 18, 2025, WITH NO CHANGES. COUNCIL MEMBER

CRAIG SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
FOWERS	AYE
ROPELATO	AYE
HANCOCK	AYE
CRAIG	AYE

MOTION PASSED.

6. Public Hearings

None

7. Discussion Items, Reports, and/or Presentations:

None

8. Action Items.

a. Motion: Approval of Cody Deeter contact.

Mayor Bingham explained what the Economic Development Policy contract would be for. Council Member Ropelato and Hancock feel that this would be beneficial. Council Member Craig explains why it feels important for them as council to have them done.

COUNCIL MEMBER CRAIG MOTIONED TO APPROVE THE CODY DEETER CONTRACT FOR THE ECONOMIC DEVELOPMENT POLICY IN THE AMOUNT OF \$2500.00. COUNCIL MEMBER HANCOCK SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
FOWERS	AYE
ROPELATO	AYE
HANCOCK	AYE
CRAIG	AYE

MOTION PASSED.

b. Discussion/Motion: Approval of Proclamation for Just Serve.

Mayor Bingham explained the Proclamation for Just Serve and read some of the proclamation out loud.

COUNCIL MEMBER HANCOCK MOTIONED TO

**APPROVE THE PROCLAMATION FOR JUST
SERVE.ORG. COUNCIL MEMBER ROPELATO
SECONDED THE MOTION. VOTING AS FOLLOWS:**

<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
FOWERS	AYE
ROPELATO	AYE
HANCOCK	AYE
CRAIG	AYE
MOTION PASSED. (ROLL CALL VOTE)	

c. Discussion/Possible Motion: Riverdale Senior Center lunch vouchers.

Mayor Bingham explained that Riverdale City had reached out and asked for Hooper City to contribute funds for the Hooper City Residents that attend. We currently have 19 residents attending. Mayor Bingham explained that it would be \$60 a year for non-residents to attend. Riverdale City is asking Hooper to participate in the voucher program for our residents that it would only make the fee for them \$30 then the city would cover the cost of \$30. Council would like to table this conversation until they have more information and to create an interlocal agreement.

No motion was made.

d. Discussion/Possible Motion: Approval of sidewalk waiver for Standing Park Subdivision.

Malcolm gave explanation to council about the sidewalk waiver. Malcolm explained that in our code it is allowed for a waiver with the recommendation from the Planning Commission. Council Member David Craig asked if there was any legal recommendation on this. Attorney Curtis says it is legal and can be done. Discussion between council and Malcolm about sidewalk on 6450 W both east and west. Council Member Larry Ropelato asked about the open ditch on the north side of property. David Webster confirmed that it is 60ft.

**COUNCIL MEMBER CRAIG MOTIONED TO
APPROVE THE SIDEWALK WAIVER FOR
STANDING PARK SUBDIVISION. COUNCIL
MEMBER FOWERS SECONDED THE MOTION.
VOTING AS FOLLOWS:**

<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
FOWERS	AYE
ROPELATO	AYE

HANCOCK**AYE****CRAIG****AYE****MOTION PASSED.**

- e. Discussion/Possible Motion: Approval of Ordinance O-2026-01; Pertaining to the Appointment and terms of office for the Planning Commission.

Council Member David Craig gave a comment on the time and efforts that the Planning Commission give to the city and spoke on the struggles on having a quorum for each meeting. Council Member Dale Fowers spoke and read some comments that he had received from residents (Travis Bates and Korry Green) as well as Council Member Ryan Hill. Discussion between council on their thoughts of going from 7 members to 5 members.

Council Member Fowers Motioned to Table the approval of Ordinance O-2026-01 until Council Member Hill returned for further discussion and clarity. No Second. Motion Failed.

COUNCIL MEMBER CRAIG MOTIONED TO APPROVE ORDINANCE O-2026-01 PERTAINING TO THE APPOINTMENT AND TERMS OF OFFICE FOR THE PLANNING COMMISSION, WITH MODIFIED LANGUAGE TO PROVIDE FOR FIVE MEMEBERS WITH ONE ALTERNATE. COUNCIL MEMBER ROPELATO SECONDED THE MOTION. VOTING AS FOLLOWS:

COUNCIL MEMBER:**VOTE:****BINGHAM****AYE****FOWERS****AYE****ROPELATO****AYE****HANCOCK****AYE****CRAIG****AYE****MOTION PASSED. (ROLL CALL VOTE)**

9. Possible Closed Meeting

Concerning Pending and Threatened Litigation; Pending of Real Property; Development of Security Personnel, Devices, or Systems and/or Character, Professional Competence, or Physical or Mental Health of One or More Individuals.

COUNCIL MEMBER CRAIG MOTIONED TO MOVE

TO A CLOSED-DOOR MEETING. COUNCIL MEMBER HANCOCK SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
HILL	AYE
FOWERS	AYE
ROPELATO	AYE
HANCOCK	AYE
CRAIG	AYE

MOTION PASSED.

COUNCIL MEMBER FOWERS MOTIONED TO MOVE TO REGULAR MEETING. COUNCIL MEMBER ROPELATO SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
HILL	AYE
FOWERS	AYE
ROPELATO	AYE
HANCOCK	AYE
CRAIG	AYE

MOTION PASSED.

10. Adjournment

AT APPROXIMATELY 9:17 PM COUNCIL MEMBER CRAIG MOVED TO ADJOURN THE MEETING. COUNCIL MEMBER FOWERS SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
HILL	AYE
FOWERS	AYE
ROPELATO	AYE
HANCOCK	AYE
CRAIG	AYE

MOTION PASSED.

Date Approved: _____

Jamee Johnston, Deputy City Recorder

DRAFT

DEVELOPER'S AGREEMENT WITH HOOPER CITY CORPORATION

THIS AGREEMENT entered into this 15 day of January, 2021, between Dry Builders Inc. Corp of Blaine, 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.

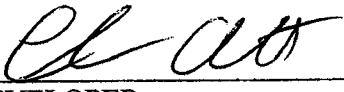
- c) If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

- 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

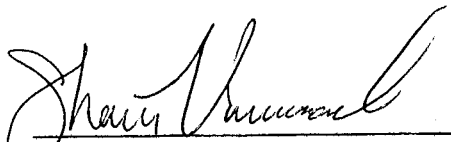
Title

HOOPER CITY CORPORATION

4-15-21
Date


Mayor

ATTEST:


City Recorder

City Council Meeting Schedule 2026

DATE	TIME	Consideration/Significance of Day
January 8, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	
January 22, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	
February 5, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	
February 19, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	Possible Council Meeting and/or Budget Work Session
March 5, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	
March 19, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	Possible Council Meeting and/or Budget Work Session
April 2, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	
April 16, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	Possible Council Meeting and/or Budget Work Session
May 7, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	Adopt the 2026-2027 Tentative Budget. Set a public hearing for amending the 2025-2026, approving the 2026-2027 budget, and the certified tax rate.
May 21, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	Possible Council Meeting and/or Budget Work Session
June 4, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	
June 18, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	Public Hearing and Amending the 2025-2026 budget, approving the 2026-2027 budget, and approving the certified tax rate.
July 2, 2026	Canceled	
July 16, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	
August 6, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	Possible Council Meeting
August 20, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	
September 3, 2026	Cancelled	Hooper Tomato Day's Celebration
September 17, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	
October 1, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	
October 15, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	Possible Council Meeting
November 5, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	
November 19, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	Possible Council Meeting
December 3, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	Discussion and Approval of 2025 City Council Meeting Schedule
December 17, 2026	6:00 PM - Administrative Session 7:00 PM - General Session	Possible Council Meeting

** There may be additional work meetings scheduled throughout the year.

** There will always be one city council meeting a month, the 2nd meeting will be optional as needed.