



HOOPER CITY
CITY COUNCIL AGENDA - AMENDED
APRIL 16, 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 5:30pm and their regularly scheduled meeting at 7:00pm on Thursday, April 16, 2026, at the Hooper Municipal Building located at 5580 W 4600 S Hooper, UT 84315.

Work Meeting – 5:30 PM

1. Discussion on Agenda Items
2. Terrastrada Development
3. Development Agreement
4. Flag Lots
5. **Additional discussion items**

Regular Meeting – 7:00 PM

1. Meeting Called to Order
2. Opening Ceremony
 - a. Pledge of Allegiance – Council Member Hill
 - b. Reverence – Council Member Fowers
3. Upcoming events
4. Public Comments
5. Consent Items
 - a. Approval of minutes dated March 19, 2026
6. Public Hearings
7. Discussion Items, Reports, and/or Presentations
8. Action Items
 - a. Motion: Approval of Economic Development Policy
 - b. Motion: Approval of Commercial Business License; Wasatch Treats LLC; DBA: Ohana Snow Shack
9. Closed Session
 1. Motion to Open Closed Session
 2. Call to Order & Roll Call
 3. Discussion of strategy sessions to discuss pending or reasonably imminent litigation, Pursuant to UCA 52-4-205 (1)(c)
 4. Motion to Adjourn the Closed Session & Return to General Session
10. **Discussion/Possible Motion: Approval of hiring additional legal counsel**
11. 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 16th day of April, 2026 at Hooper City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website, and at <https://www.hoopercity.gov/meeting-minutes>

***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.

NOTE TO USER: This agreement should only be used after consultation with the City Attorney's Office. It is indicative only of the format and substance to be used in negotiating and entering into agreements for the development of land by the City.

Click or tap here to enter text.**DEVELOPMENT AGREEMENT**

The City of (XXX), a Utah municipal corporation (the "City"), and Click or tap here to enter text.(the "Developer"), a Click or tap here to enter text., enter into this Development Agreement (this "Agreement") this _____ day of _____, 20____ ("Effective Date"), and agree as set forth below. The City and the Developer are jointly referred to as the "Parties" and each may be referred to individually as "Party."

RECITALS

WHEREAS, the Developer is the owner of certain real property identified as Assessor's Parcel Number(s) Click or tap here to enter text. specifically described in attached Exhibit A (the "Property") and intends to develop the Property consistent with the Concept Plan attached as Exhibit B (the "Concept Plan"); and

WHEREAS, the City, acting pursuant to (1) its authority under Utah Code Annotated 10-9a-102(2) et seq., as amended, and (2) the (XXX) City Municipal Code (the "City Code"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, the City has made certain determinations with respect to the proposed development of the Property and in exercise of its legislative discretion has elected to enter into this Agreement; and

WHEREAS, the Property is currently subject to the Planning and Land Use Ordinance of (XXX) City and is within the Click or tap here to enter text.zone (the "Click or tap here to enter text. Zone"). A copy of the provisions of such zone designation in the (XXX) City Code is attached as Exhibit C; and

WHEREAS, the Developer desires to make improvements to the Property in conformity with this Agreement and desires a zone change on the Property from Click or tap here to enter text. to Click or tap here to enter text. (the "Click or tap here to enter text. Zone"). A copy of the provisions of the Click or tap here to enter text. Zone designation in City Code is attached as Exhibit D; and

WHEREAS, the Developer and the City acknowledge that the development and improvement of the Property pursuant to this Agreement will provide certainty useful to the Developer and to the City in ongoing and future dealings and relations among the Parties; and

WHEREAS, the City has determined that the proposed development contains features which advance the policies goals and objectives of the (XXX) City General Plan, preserve and maintain the open and sustainable atmosphere desired by the citizens of the City, or contribute to capital improvements which substantially benefit the City and will result in planning and economic benefits to the City and its citizens; and

WHEREAS, this Agreement shall only be valid upon approval of such by the (XXX) City Council (the “City Council”), pursuant to resolution R-Click or tap here to enter text., a copy of which is attached as Exhibit E; and

WHEREAS, the City and the Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the City Council, in its sole legislative discretion, approves a zone change for the Property currently zoned as Click or tap here to enter text. to a zone designated as Click or tap here to enter text..

NOW THEREFORE, based upon the foregoing recitals and in consideration of the mutual covenants and promises contained set forth herein, the Parties agree as follows:

TERMS

A. Recitals; Definitions. The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Planning and Land Use Ordinance of (XXX) City.

B. Enforceability. The City and the Developers acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Developers relative to the Property shall vest, only if the City Council, in its sole legislative discretion, approves a zone change for the Property currently zoned as the Click or tap here to enter text. Zone to a zone designated as Click or tap here to enter text. Zone.

C. Conflicting Terms. The Property shall be developed in accordance with the requirements and benefits provided for in relation to a Click or tap here to enter text. zone under the City Code as of the Effective Date. In the event of a discrepancy between the requirements of the City Code, including the Click or tap here to enter text. zone, and this Agreement, this Agreement shall control.

D. Developer Obligations:

[These are samples headings from provisions of past residential developments. Please review carefully and add, remove, or complete as appropriate to the development]

1. Concept Plan. The Developer agrees to construct the development consistent with the Concept Plan and the requirements set forth in this Agreement and the City Code.

2. Single Family Housing. Click or tap here to enter text..

3. Architecture. Click or tap here to enter text..

4. Lot Frontage. Click or tap here to enter text..

5. Front Porch. Click or tap here to enter text..

6. Front Setback. Click or tap here to enter text..

7. Side Setback. [Click or tap here to enter text.](#)
8. Rear Setback. [Click or tap here to enter text.](#)
9. Garages. [Click or tap here to enter text.](#)
10. Streets and Walkways. [Click or tap here to enter text.](#)
11. Fencing. [Click or tap here to enter text.](#)
12. Minimum Lot Size. [Click or tap here to enter text.](#)
13. Building Materials. [Click or tap here to enter text.](#)
14. Open Space. [Click or tap here to enter text.](#)

E. City Obligations:

1. Development Review. The City shall review development of the Property in a timely manner, consistent with the City’s routine development review practices and in accordance with all applicable laws and regulations.

[Please review carefully and add, remove, or complete as appropriate to the development.]

F. Open Space Preservation. [Click or tap here to enter text.](#)

G. Vested Rights and Reserved Legislative Powers.

1. Vested Rights. Consistent with the terms and conditions of this Agreement, City agreed Developer has the vested right to develop and construct the Property in accordance with: (i) the [Click or tap here to enter text.](#) (Exhibit D) zoning designation; (ii) the City Code in effect as of the Effective Date and; (iii) the terms of this Agreement.

2. Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer under this Agreement and with respect to use under the zoning designations as referenced in *Section III.A.* above under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property shall be of general application to all development activity in the City and Salt Lake County (the “County”); and, unless in good faith the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the

vested rights doctrine. The notice required by this paragraph shall be that public notice published by the City as required by State statute.

H. General Provisions.

1. Notices. All notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least 10 days before the date on which the change is to become effective:

If to City: ATTN: City Recorder
 City of (XXX)
 (Address Here)
 (XXX) City, Utah 84XXX
 Attn: City Recorder

If to Developer: Click or tap here to enter text.
 Click or tap here to enter text.
 Click or tap here to enter text.
 Click or tap here to enter text.

2. Mailing Effective. Notices given by mail shall be deemed delivered 72 hours following deposit with the U.S. Postal Service in the manner set forth above.

3. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

4. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provision this Agreement.

5. Authority. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing. Developer represents to the City that by entering into this Agreement Developer has bound all persons and entities having a legal or equitable interest to the terms of the Agreement as of the Effective Date.

6. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Property contain the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

7. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties to this Agreement or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office.

8. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Developer's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

9. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Salt Lake County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.

10. Remedies. If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.

11. Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

12. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

13. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

CITY OF (XXX),
a Utah Municipal Corporation

APPROVED AS TO FORM:

By: _____
Click or tap here to enter text., Mayor

Attorney for the City

State of Utah)
:ss
County of (XXX))

On this ____ day of _____, 20____, personally appeared before me, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Mayor of the City of (XXX), a Utah municipal corporation, and said document was signed by him/her on behalf of said municipal corporation by authority of the (XXX) Municipal City Code by a Resolution of the (XXX) City Council, and he/she acknowledged to me that said municipal corporation executed the same.

Notary Public
My Commission Expires:

[DEVELOPER] Click or tap here to enter text.,
a Click or tap here to enter text.

By: _____

Name: _____ (printed)

Title: _____

State of Utah)
:ss
County of (XXX))

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the _____ of _____, a Click or tap here to enter text., on behalf of the Click or tap here to enter text.. Witness my hand and official seal. **[INCLUDE APPROPRIATE NOTARY FOR DEVELOPER (i.e. corporate, partnership, LLC, etc.)]**

Notary Public
My Commission Expires:

EXHIBIT A

(Legal Description of the Property)

EXHIBIT B

CONCEPT PLAN

EXHIBIT C

Click or tap here to enter text. ZONE City Code Provisions

EXHIBIT D

Click or tap here to enter text. ZONE City Code Provisions

EXHIBIT E

RESOLUTION R – Click or tap here to enter text.



**HOOPER CITY
CITY COUNCIL MEETING MINUTES
THURSDAY, MARCH 19, 2026, 7:00PM
COUNCIL CHAMBERS
5580 W. 4600 S.
Hooper, UT 84315**

The Hooper City Council held a Budget Meeting at 5:00pm and their regular meeting at 7pm on March 19, 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
Ray Hancock – City Council
Ryan Hill – City Council

COUNCIL MEMBERS EXCUSED:

Larry Ropelato – City Council
David Craig – City Council

CITY STAFF & PLANNING COMMISSION PRESENT:

Darren Curtis – City Attorney
Morghan Yeoman – City Recorder
Malcolm Jenkins- City Planner
Jared Hancock – Public Works Director
Cami Moss – City Treasurer

5:00PM BUDGET MEETING

Cami Moss, city accountant, went over the proposed wages and discussion was had with council on what they would like to do for the employees. Cami also went over Storm Water, garbage, sewer fund, and looked at capital projects with long term projects.

7:00PM REGULAR MEETING

1. Meeting Called to Order – Mayor Bingham

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

2. Opening Ceremony

a) Pledge of Allegiance

Council Member Hill led in the Pledge of Allegiance.

b) Reverence

Council Member Hancock offered reverence.

3. Upcoming Events

- a) Mayor Bingham reminded the public to check the monthly city newsletter on the website for events including the Easter egg hunt and city clean up.

4. Public Comments

None

5. Consent Items

- a) Motion- Approval of Minutes dated March 5, 2026.
With no changes.

COUNCIL MEMBER HILL MOTIONED TO APPROVE THE MINUTES DATED MARCH 05, 2026, WITH NO CHANGES. COUNCIL MEMBER HANCOCK SECONDED THE MOTION. VOTING AS FOLLOWS:

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

MOTION PASSED.

6. Public Hearings

None

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

None

8. Action Items.

- a. Motion: Approval of Economic Development Policy.
Council discussed the proposed policy with representative Rob Sant. Council expressed concerns about the policy. Council Member Hill suggested tabling the item to allow further review and incorporation of additional language.

COUNCIL MEMBER HILL MOTIONED TO TABLE THE APPROVAL OF ECONOMIC DEVELOPMENT POLICY. COUNCIL MEMBER FOWERS SECONDED THE MOTION. VOTING AS FOLLOWS:

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

MOTION TABLED.

b. Possible Motion for approval of commercial business license; The Waterin’ Hole.

Rachel Larsen addressed the Council and described her mobile soda bar business which is out of a converted horse trailer for private events such as weddings and parties. Rachel also explained that she has room on her property to store the trailers.

COUNCIL MEMBER HILL MOTIONED TO APPROVE THE COMMERCIAL BUSINESS LICENSE FOR THE WATERIN’ HOLE. COUNCIL MEMBER HANCOCK SECONDED THE MOTION. VOTING AS FOLLOWS:

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

MOTION PASSED.

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.

None

10. Adjournment

AT APPROXIMATELY 8:02 PM COUNCIL MEMBER FOWERS MOVED TO ADJOURN THE MEETING. COUNCIL MEMBER HILL SECONDED THE MOTION. VOTING AS FOLLOWS:

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

MOTION PASSED.

Date Approved: _____

Jamee Johnston, Deputy City Recorder

DRAFT



Flag Lots

From Malcolm Jenkins <mjenkins@hoopercity.gov>

Date Thu 1/15/2026 4:37 PM

To Morghan Yeoman <admin@hoopercity.gov>

West Point

8.

Flag Lots.

a.

The subdividing of a single lot or parcel to form one additional lot in a flag or L-shaped configuration shall be allowed in any residential zone where parcel configuration is oddly shaped so that subdivision design would be poorly configured or create excessively large lots or access is awkward/difficult in the design. The goal is to accommodate the development of property that otherwise could not reasonably be developed under existing city subdivision or development ordinances. Flag lots shall be processed as a standard subdivision.

b.

Development Standards for Flag Lots. All potential flag or L-shaped lots shall meet all the following criteria:

i.

Each lot shall have its own stem, which contains a driveway providing access to a public street. The stem is not separable from the buildable portion of the lot and shall be at least 20 feet wide. The stem may be as long as necessary; however, a turnaround reviewed and approved by the appropriate fire suppression agency shall be provided. No structures shall be allowed within the stem area and all landscaping shall be maintained so as to provide unobstructed access for emergency service vehicles.

ii.

The driveway shall be at least 20 feet wide and shall be completely surfaced in asphalt or concrete. The thickness of the pavement and subbase material shall be the same as a West Point City local street. The surface of the driveway shall be designed to drain water away from the surface.

iii.

The total area of the lot, excluding the stem section, shall be at least one and one-half times the minimum lot size for the zone in which it is located, and the lot shall meet all minimum width and depth requirements as if it was located on a public street.

iv.

Each lot shall have its own water, sewer, power and other utility connections.

v.

Each lot shall have its own mailbox located along the public street frontage afforded by the stem section of the lot. The mailbox may not obstruct any vehicle or pedestrian access to the lot. The street address of the residence shall be clearly illustrated on the mailbox, with characters at least six inches in height and of proportionate width.

vi.

Each lot shall be graded consistent with city-approved storm water practices.

vii.

A fire hydrant must be located within 250 feet of any dwelling structure on the lot.

viii.

The lot in its entirety shall be held in fee simple ownership.

ix.

The original lot from which the flag or L-shaped lot was subdivided must meet the minimum standards for the zone in which it is located, both before and after the creation of the flag or L-shaped lot; however, the minimum rear yard setback shall be increased by 10 feet.

x.

Snow removal shall be provided by the property owner and shall not obstruct traffic on the public street or driveway.

Plain City

E. Flag Lots:

1. The City does not favor flag lots. Flag lots shall not be created by subdividing property. Flag lots will only be permitted in the case of existing landlocked property and in conformance with the City's zoning regulations; such use qualifies as an established conditional use as set out herein.

2. A flag lot may be approved as a conditional use by the Planning Commission, after determining that due to topographic conditions, sensitive land concerns, or other requirements of this chapter, streets cannot or should not be extended to access substantial buildable areas that would otherwise comply with the minimum lot standards. Also, the following criteria must be met:

a. Only one single-family dwelling may be constructed as a main use on a flag lot;

b. The minimum lot area, exclusive of the access stem, shall be one hundred twenty five percent (125%) of the minimum lot area required in the zoning district;

c. The width of the access stem shall be at least thirty feet (30') with a paved, the pavement being asphalt or concrete to meet Plain City public works standards, twenty foot (20') wide driveway and a minimum five foot (5') wide landscaped buffer on each side of the driveway. The buffer area is provided to help screen adjacent properties and to provide a drainage area for the paved portion of the access strip. The construction of the stem landscaping and improvements shall be completed prior to issuance of building permit;



(Ord. 2008-13, 9-19-2008, eff. 9-19-2008)

d. An asphalt or concrete turnaround shall be required at the end of the stem. The asphalt or concrete shall meet current Plain City public works standards; (Ord. 2016-03, 5-5-2016, eff. 5-5-2016)

e. Approved street numbers shall be located in such a manner as to be plainly visible and legible from the street fronting the lot; (Ord. 2008-13, 9-19-2008, eff. 9-19-2008)

f. A six foot (6') privacy fence as approved by the Planning Commission beginning at forty feet (40') from the right-of-way setback on the stem and along the front of the flag lot will be required and any other fencing as required by the Planning Commission. (Ord. 2009-07, 8-20-2009, eff. 8-20-2009)

F. Debris And Waste: No cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish or other waste materials of any kind shall be buried on any land, or left or deposited on any lot or street at the time of conditional acceptance of the subdivision by the City Council, and removal of the same shall be required prior to final acceptance by the City Council. (Ord. 2008-13, 9-19-2008, eff. 9-19-2008)

G. Fencing: Each developer shall be required to furnish and install fences wherever the Planning Commission determines that a hazardous condition or incompatibilities in land use may exist on a lot. The fences shall be constructed according to the Plain City public works standard and shall be noted as to height and material on the final construction plans. Before any improvements begin on the subdivision, a fence needs to be installed around all surrounding agricultural property boundaries. (Ord. 2009-07, 8-20-2009, eff. 8-20-2009)

H. Staking Of Lots: Permanent corner markers shall be placed at all rear lot corners to completely identify the lot boundaries on the ground. Front lot corners shall be identified with permanent reference plugs or nails in the concrete curb. All lot corner markers must be in place prior to the issuance of building permits and after the completion of all subdivision improvements. All lot corners shall be designated in accordance with State/County survey laws. (Ord. 2008-13, 9-19-2008, eff. 9-19-2008)

West Haven

FLAG LOTS.

Lots not having frontage on a street as required by this subchapter, but having access to such a street by means of rights-of-way or fee title access strips, may be approved as “special exceptions” by the Planning Commission in any zone; provided that:

(A) The Planning Commission determines that it is not feasible or desirable to extend a street to serve such lot or lots at that time;

(B) The right-of-way or access strip shall have a minimum width of 20 feet, a maximum width of 30 feet and a maximum grade of 15%;

(C) The area of the right-of-way or access strip shall not be included within the minimum lot area requirement;

(D) The lot shall meet all minimum yard and area requirements of the zone in which it is located, exclusive of the right-of-way or access strip;

(E) The depth of the front yard shall be the distance between the front line of the building and the property line or nearest line of the right-of-way or access strip which the building faces;

(F) The lot address shall be displayed in a prominently-visible location at the street entrance to the right-of-way or access strip;

(G) Each lot shall access a street by means of its own right-of-way or access strip. Successive stacking of lots on the same right-of-way or access strip is not permitted;

(H) No building, structure, or parking is allowed in the right-of-way or access strip which is to be used solely as access to the lot;

(I) The Planning Commission shall impose such other conditions to ensure safety, accessibility, privacy, and the like to maintain or improve the general welfare of the immediate area;

(J) No ROW or access strip shall exceed 500 feet in length;

(K) A maximum of two flag lot ROWs or access strips may be adjacent to each other;

(L) A turnout area shall be provided at the home location to allow firefighting equipment to turn around. This area must be a year-round surface capable of supporting fire equipment (a minimum 40-foot radius if circular);

(M) Bridges, including decking and culverts, must be capable of supporting a minimum 20 ton weight capacity;

(N) Road surfaces on private rights-of-way or private access ways shall be capable of supporting a 20 ton weight capacity with a surface approved by the City Engineer;

(O) A maximum distance of 500 feet access strip shall be permitted without a fire hydrant or other fire suppression method approved by the Fire District;

(P) The home location shall be shown on a plan submitted to the Fire District;

(Q) No flag lot shall be allowed which proposes to resubdivide or include within it (including the right-of-way or access strip) any portion of an existing lot in a recorded subdivision;

(R) The flag lot must meet the minimum lot width requirements for the zone in which the lot is located at the end of the access strip; and

(S) In calculating the minimum lot width of the flag lot to meet the requirements for the zone in which the lot is located at the end of the access strip, the ROW or access strip minimum width of 20 feet shall be included in the minimum (150 foot) frontage requirement of the host or front lot.

(Prior Code, § 42.56) (Ord. 2-92, passed - -1992; Ord. 4-93, passed 8-4-1993; Ord. 21-98, passed 8-5-1998; Ord. 08-2001, passed 8-1-2001)

Malcolm Jenkins
Hooper City Planner
801-732-1064



Hooper City Economic Incentive Policy

I. Purpose and Intent

The Hooper City Council adopts this Economic Incentive Policy to provide clear guidance to property owners, developers, business owners, and other interested parties (“Petitioners”) regarding the types of projects the City may consider for economic incentives and the conditions under which such incentives may be offered.

Hooper City seeks to encourage commercial development that:

- Supports everyday needs of residents,
- Strengthens the local tax base,
- Creates quality employment opportunities, and
- Preserves the community’s rural and small-town character.

This policy is intended to promote transparency and predictability in how the City evaluates incentive requests, while recognizing that every project is unique and must be reviewed on its own merits.

Nothing in this policy creates a right to receive incentives or obligates the City to approve any development or incentive request. Final approval of any incentive will be at the City Council’s sole discretion.

II. Community Values and Development Vision

Hooper City values:

- Locally serving businesses,
- Agriculture heritage and compatible industrial activity,
- Modest-scale commercial development, and
- Thoughtful growth that does not outpace infrastructure capacity.

The City prioritizes development that primarily serves local and nearby residents. Projects that align with these values are more likely to be considered favorably for public participation.

III. Eligible and Priority Business Types

A. Priority Business Categories

The City may prioritize funding for projects that include:

- Grocery stores and essential neighborhood businesses
- Locally owned or locally operated businesses
- Agricultural, ag-support, or value-added agricultural uses
- Light industrial/flex space uses compatible with surrounding areas
- Employment-generating uses offering competitive wages

B. Lower-Priority or Discouraged Uses

Public funding is generally not intended to support:

- Higher density, multi-unit housing projects
- Uses incompatible with rural residential or agricultural surroundings
- Large regional or destination retail developments

IV. Geographic Focus Areas

Economic incentives will be geographically targeted and are generally intended to be considered within areas where infrastructure is available or reasonably feasible, including:

- 5500 South corridor
- 5500 West corridor
- 5100 West corridor near future West Weber Corridor interchange

The City intentionally uses general corridor-based descriptions to allow flexibility while discouraging incentive requests in locations where infrastructure is unavailable or long-term commercial development is not planned or reasonable feasible.

V. Infrastructure and Public Benefit Considerations

Incentives may be considered when projects contribute to or require public infrastructure that benefits both the project and the broader community, including:

- Sewer and water extensions or upgrades
- Road and access improvements
- Stormwater facilities
- Public spaces or parks serving commercial areas

In some cases, off-site infrastructure improvements may be considered eligible when they clearly support the designated commercial corridor and reduce barriers to future development.

VI. Investment Thresholds and Project Prioritization

The City may apply thresholds or triggers that influence incentive eligibility or incentive levels, including:

- Availability or completion of sewer and other infrastructure
- Minimum private investment amounts
- Employment or wage benchmarks
- Development benchmarks

Projects may receive higher priority when they demonstrate:

- Strong private investment relative to public participation
- Long-term business commitment to the community
- Willingness to share in public infrastructure costs
- Willingness to partner with the City on community programs and investments

VII. Public Incentive Tools Available

When legally permitted and financially appropriate, the City may consider the following incentive mechanisms:

A. Community Reinvestment Areas (CRA)

- Used to reimburse eligible public improvements and other expenses as allowed under the Community Reinvestment Agency Act
- Funded only from new tax revenue generated by the project
- Payments occur only after performance is demonstrated

B. Public Infrastructure Districts (PID)

- Used to assist with projects that include large public infrastructure investments.
- No City guarantee of district debt
- City participation limited to formation, oversight, and coordination

C. Other Performance-Based Assistance

May Include:

- Fee reimbursements
- Other rebates or programs authorized by state law.

The creation and use of public incentives is subject to the sole discretion of the City. Compliance with this policy shall not obligate the City to approve the use of any incentive tool.

VIII. Performance Requirements and Accountability

Participation agreements shall include:

- Clearly defined performance standards
- Post-performance reimbursement structures
- Claw-back or repayments provisions for non-performance
- Ongoing reporting requirements

Performance may include:

- Minimum investment levels
- Job creation or wage thresholds
- Business operation timelines

Failure to meet or maintain performance requirements may result in a reduction or termination of incentive payments and/or repayment obligations where applicable.

IX. Application and Review Process

Petitioners seeking public incentives should expect to follow the following review process:

Community Reinvestment Area

A. Application

An application to create a CRA shall be submitted to the City and contain the following information:

- a. A brief narrative that describes the proposed development, identifies the need for public participation that cannot be overcome by the private market, and how the creation of a CRA will benefit the City and its residents generally.
- b. Site plan showing development planned to be built within the CRA
- c. Development schedules
- d. Infrastructure and other funding needs
- e. Other information necessary to evaluate the public benefit of creating a CRA.

B. Application Review

- a. Applications shall be reviewed by City staff and consultants to determine whether the application warrants further consideration and potential direction to proceed with the preparation of a fiscal impact/cost-benefit analysis.
- b. City staff and consultants shall present approved applications to the City Council during a work session to review the proposal and determine whether preparation of a fiscal impact and/or cost-benefit analysis is appropriate.

- c. If directed by the City Council, a fiscal impact/cost-benefit analysis be conducted by a qualified, independent third-party consultant.
- d. The City's consultant will report the results of the fiscal analyses to the City Council for consideration. The City's discretion to create a CRA is neither limited to the review criteria indicated in this policy, nor does compliance with all of the criteria outlined in this policy obligate the City to create a CRA.

C. CRA Creation

- a. If the City elects to create a CRA, the petitioner shall work with the Hooper Community Reinvestment Agency to complete all the steps needed to finalize the creation of a CRA.

D. Participation Agreement

- a. Following successful creation of a CRA, the petitioner and Agency shall enter into a participation agreement

Public Infrastructure District

A. Petition and Letter of Intent

- a. A petition to create a PID shall be submitted to the City Offices
- b. A petition shall contain evidence of consent to the creation of a PID and for the issuance of debt by 100% of property owners within the proposed PID boundary.
- c. Each petition shall include a letter of intent to create a PID that contains the following:
 - i. Description of PID area including size, location, development history, and proposed development.
 - ii. Description of proposed development within the boundaries of the proposed PID including general distribution of land uses and densities and phasing of development.
 - iii. Summary of needed infrastructure, services, and facilities:
 - a) Current expected development scenario;
 - b) Required local and regional infrastructure and facilities for such development;
 - c) Regional and local infrastructure the proposed District is to provide;
 - d) Estimated construction costs for the proposed improvements;

- e) General description of phasing of construction;
 - f) Anticipated maximum or fixed maximum mill levy required to meet debt service of the District;
 - g) A sample plan of finance depicting the possible sources and uses of funds for the District;
 - h) A summary overview of the differences between the proposed development with a District in place and the plan without a District.
- iv. Proposed timeline for District creation
 - v. Acknowledgement that a consent must be signed prior to the hearing date for the governing document by all property owners within the proposed District boundaries approving of the creation of the proposed District and consenting to the issuance of debt in the amount sufficient for the proposed plan of financing.
 - vi. Proposed public benefit of creating proposed District.
 - vii. Disclosure of any conflicts of interest between the applicant and the officers and employees of the City.
 - viii. Copies of signed engagement letters between the applicant and applicable consultants and legal counsel retained by the City and/or the proposed District whereby applicant agrees to pay fees related to the review of the application and governing document.

B. Application Review

- a. During a work session, City Staff, consultants, and the City Council will review the Letter of Intent utilizing these criteria to determine whether or not to direct the applicant to proceed with the preparation of a draft Governing Document for submittal.

C. Governing Document

- a. If the concept for the District as outlined in the Letter of Intent is approved, City staff and consultants will work jointly with the applicant to submit a Governing Document to the City Council.
- b. The Governing Document will be forwarded to the City Council for their review and action through the standard City and statutory processes.

D. Disclosure and Reporting Requirements

- a. Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, shall be required to disclose the following information to initial

homeowners, renters, commercial property owners, and/or commercial tenants:

- i. Statement that a copy of the Governing Document is on file at the office of the City.
- ii. A disclosure outlining the impact of any applicable property tax, in substantially the following form

“Under the maximum property tax rate of the District, a primary residence value at \$[insert average residential property value] would have an **additional annual property tax of \$_____** for the duration of the District’s Bonds. A business property valued at \$[insert average commercial property value] would have an **additional annual property tax of \$_____** for the duration of the District’s Bonds.”

- iii. Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

- b. At least annually following the formation of the District, the District shall notify property owners in the District of the existence of the District and the next scheduled meeting of the Board of the District. Such meeting shall occur within 30 days following the date of the notice. Such notice shall contain names and contact information of the District and its Board of Directors.

- c. The District shall provide the following information to the City Council on an annual basis, and the District shall create and maintain a file for public review of the following information:

- i. Annual District Budget
- ii. Annual financial report and audit of the District, as applicable under statute
- iii. Total debt authorized and total debt issued
- iv. Names and terms of Board members
- v. Rules and regulations of the District, including conflict of interest and contracting
- vi. List of all current agreements
- vii. List of all current contracts for services or construction
- viii. Official statements of current outstanding bonded indebtedness

ix. District Office contact information

All consultant, legal, and other reasonable fees associated with the application, evaluation, negotiation, documentation, and approval on any economic incentive request shall be the sole responsibility of the petitioner.

These costs may include, but are not limited to:

- Application and processing fees
- Legal review and documentation costs
- Fiscal impact, cost-benefit, or economic analyses
- CRA creation fees
- Consultant or third-party review fees required by the City.

Payment of such costs does not guarantee approval of any incentive request.

X. City Council and Agency Authority

The ultimate decision to offer any economic incentive rests solely with the Hooper City Council and the applicable Agency Board, if a community reinvestment area is involved. The City is under no obligation to approve any development proposal or provide any economic incentive. Each request will be evaluated individually based on public benefit, fiscal responsibility, infrastructure capacity, and consistency with community goals and this policy.

XI. Policy Amendments

This policy may be amended by the Hooper City Council at any time to reflect:

- Changes to infrastructure capacity
- Market conditions
- Community priorities
- State law requirements



5580 W. 4600 S. Hooper UT 84315
Phone: (801)732-1064 Email: admin@hoopercity.gov

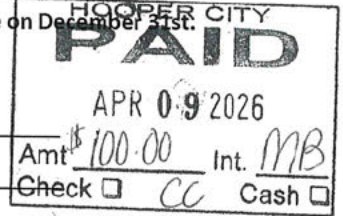
License No: _____

New Business Renewal

Date Submitted: 4/9/2026

BUSINESS LICENSE APPLICATION

Please clearly print or type. Incomplete applications will not be accepted. Application must be passed prior to opening you business. All Federal and State numbers and fees must be submitted at time of turning in application. All business licenses expire on December 31st.



SECTION I: Business Information

Business Name: Wasatch Treats, LLC
additional, dba Names: Ohana Snow Shack
Business Address: 5495 S 5900 W, Hooper, UT 84315
Mailing Address: 3845 S 5675 W, Hooper, UT 84315
Website: www.OhanaSnowShack.com

Business Phone: [REDACTED]
Secondary Phone: _____
Email: admin@wasatchtreats.com

Would you like to receive information and updates by email? Yes No

Please check one of the following

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Auto | <input type="checkbox"/> Development/Construction | <input type="checkbox"/> Landscaping | <input type="checkbox"/> Salon/Tanning |
| <input type="checkbox"/> Child Care | <input type="checkbox"/> Financial Services | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> School/Preschool |
| <input type="checkbox"/> Computer/Consulting | <input type="checkbox"/> Florist/Nursery | <input type="checkbox"/> Photography | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Contractor | <input type="checkbox"/> Gym/ Spa/ Nutrition | <input checked="" type="checkbox"/> Restaurant/Bakery | _____ |
| <input type="checkbox"/> Counseling/Consulting | <input type="checkbox"/> Handyman | <input type="checkbox"/> Retail | |

SECTION II Federal and State Requirements

Federal and State numbers can be obtained by logging onto osbr.utah.gov (One Stop Business Registration). You may also visit www.utah.gov. The nearest State Tax Commission office can be reached at (800-662-4335) or 2540 Washington Blvd, Ogden.

State Sales Tax No: Pending Business Entity No: 14674307-0160

Federal ID (EIN) No: Pending Employer Withholding No: Pending

If Contractor (Handyman, Electrical, Plumbing or Mechanical No): _____ Expires: _____

State License Type (if any): _____ No: _____ Expires: _____

Federal License Type (if any): _____ No: _____ Expires: _____

State/County Permit Type (if any): Pending - Weber-Morgan Health Dept No: _____ Expires: _____

****PLEASE MAKE COPIES AND INCLUDE ALL REQUIRED LICENSES/PERMITS WITH APPLICATION****

SECTION III: Owner/Manager Information

Business Owner: Allen James Lewis Home Address: 3845 S 5675 W, Hooper, UT 84315

Phone: [REDACTED] Email Address: admin@wasatchtreats.com

List Employees: (for home businesses you are only allowed two)

Self, 0 Employees

CONTINUED ON BACK__

SECTION IV Business Description

Commercial Business Describe Business In Detail (Products, Vehicles, Storage, Equipment, Employees, Deliveries, Patrons, etc.)

Home Business _____

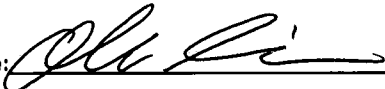
Daycare/Preschool _____

Mobile shaved ice and dessert business operating from a temporary/mobile stand. Equipment stored at residence. No customer traffic at home. Sales conducted at events and approved locations. Anticipated 3-4 seasonal employees.

APPLICANT'S AGREEMENT

This form is an application for a business license. The actual license will be issued only when the business is in compliance with all local, state, federal, fire and building codes and all inspections are completed and signed off by the various City departments. Missing or incomplete information on this application may significantly increase approval time.

The above-mentioned information is truthful and correct to the best of my knowledge. I, the undersigned, hereby agree to conduct said business strictly in agreement with all Hooper City laws, code and state requirements for said business, and that no other type of business will be conducted other than what has been listed above. It is the responsibility of the licensee to renew the license, failure to receive notice does not excuse responsibility.

Business Owner Signature:  _____ Date: 4/9/2026 _____

Business License Fee

Commercial Business \$100.00

OFFICE USE ONLY

Date Approved: _____ License #: _____ City Council Date: _____

Amount Paid: _____ Cash Credit Card Check# _____

- BUILDING DEPARTMENT -

Health/Fire/Safety Inspection required: YES NO If yes, date passed: _____

Meets Applicable Codes & Regulations: YES NO If yes, date passed: _____

Comments:

