

**HOOPER CITY
CITY COUNCIL AGENDA
MAY 21, 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, May 21, 2026, at the Hooper Municipal Building located at 5580 W 4600 S Hooper, UT 84315.

Work Meeting – 6:00 PM

1. Discussion on Agenda Items
2. Secondary Water Requirements; HCC Chapter 5 Pressure Irrigation
3. Tomato Day – Jamee Johnston

Regular Meeting – 7:00 PM

1. Meeting Called to Order
2. Opening Ceremony
 - a. Pledge of Allegiance – Council Member Fowers
 - b. Reverence – Council Member Ropelato
3. Upcoming events
4. Public Comments
5. Consent Items
6. Public Hearings
7. Discussion Items, Reports, and/or Presentations
 - a. Commercial and Hobby Kennel Licenses
 - b. Trail Property Leases
 - c. Motorized Vehicles
 - d. Care Facilities
8. Action Items
 - a. Motion: Approval of Commercial Business License, Wasatch Fuel Enterprises Inc. located at 5500 S 5500 W
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. 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 21st day of May, 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.

Secondary Water Requirements

CHAPTER 5 PRESSURE IRRIGATION

6-5-1 Purpose

The purpose of this ordinance is to require developers to install pressure irrigation systems in all new subdivisions and commercial sites within the City of Hooper and to ensure that all new home buyers and those who purchase existing homes in Hooper connect to the secondary pressure irrigation system, if it is available at the time of purchase or construction.

6-5-2 Developers Required To Install Pressure Irrigation System

Developers Required to Install Pressure Irrigation System: Developers of all new subdivisions within the City of Hooper are required to install all necessary improvements to ensure each lot within the subdivision is able to connect to a secondary pressure irrigation system. If a pressure irrigation system is available in the subdivision, the developer must ensure each lot is connected to the system as part of their development agreement with the city. If a pressure irrigation system is not yet available for a subdivision, the developer must install a dry system what will enable each lot to connect to a secondary pressure system as soon as it becomes available in that area.

6-5-3 Hook Up Required In New Subdivisions When Available

Home owners in all subdivisions that are approved by the City after 2000 are required to connect to a secondary pressure irrigation system within thirty (30) days after it becomes available to the subdivision unless exempted by the city administrators for a minor subdivision.

6-5-4 Developers Required To Escrow Funds

Developers Required to Escrow Funds: When a subdivision is built in an area where secondary pressure irrigation is not yet available, developers must escrow funds to cover the cost of water shares, or the actual water shares, and connection fees to a secondary system for each lot in the subdivision with the City or with the applicable water company. These funds will be held in escrow until such time as a secondary pressure system is available in the area and will then be used to pay for the connection and water shares for each lot.

6-5-5 Required Hook Up For New Builders And New Buyers

Any person who builds a new home or buys an existing home is required to connect to a pressure irrigation system upon occupancy, if a system is available to that lot.

6-5-6 Exception

HCC 6-5-5 shall not apply to owners who lawfully use water from a well or canal to irrigate their property.

6-5-7 Penalty

A violation of any part of this ordinance is a Class C Misdemeanor.

INDUSTRIAL: Refers to the manufacture, processing, fabrication, and testing of goods and materials, including the production of power. It does not refer to the growing of agricultural crops, the raising of livestock, or the extraction or severance of raw materials.

INDUSTRY, HEAVY:

- A. A use engaged in the basic processing and manufacturing of materials or products, predominately from extracted or raw materials.
- B. A use engaged in storage or manufacturing processes using flammable or explosive materials.
- C. Storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions.

INDUSTRY, LIGHT: A use engaged in the manufacture, processing, fabrication, assembly, treatment, and/or packaging of finished products or parts, predominantly from previously prepared materials.

INOPERABLE VEHICLE: See vehicle, inoperable.

JUNK: Discarded, used, or secondhand materials, including but not limited to, used machinery, scrap copper, brass, iron, steel, other ferrous and non-ferrous metals, tools, appliances, implements, vehicles or portions thereof, furniture, beds and bedding, rags, glass, plastic, cordage, rubber, building materials (excluding lumber), or other waste that has been abandoned from its original use and may be used again in its present or in a new form.

JUNKYARD: An establishment where junk is bought, sold, exchanged, stored, kept, processed, or handled.

KENNEL, COMMERCIAL: Any premises or portion thereof on which 4 or more dogs and/or 9 or more cats are maintained, harbored, possessed, trained, bred, boarded, or cared for in return for compensation, but not including an animal clinic, animal hospital, or veterinary office. If located in a residential zone, the owner's property must include at least three acres and there shall be no more than 10 animals for each acre of property.

Commercial Kennels will be allowed as a conditional use in R-1 zones.

KENNEL, HOBBY: A facility located at the private dwelling of the dog owner, where 4 to 10 of the owner's dogs are maintained for purposes of breeding, hunting, organized field trials, obedience or training, competition, security or for personal enjoyment.

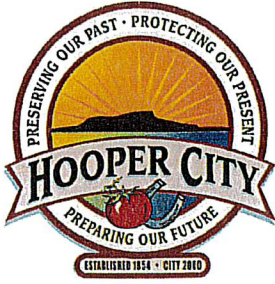
LABORATORY: Facilities for biological, serological, biophysical, cytological, and pathological tests, and facilities for the chemical or other examination of materials from water, air or other substances.

LANDOWNERS' COMPACT: A voluntary agreement among two or more adjoining landowners to plan and develop their separate but contiguous landholdings in an integrated, comprehensive manner.

LAGOON: An earthen structure designed to treat liquid manure or human waste for treatment through biodegradation by bacteria.

LAUNDROMAT:

- A. An establishment that provides washing, drying, and/or ironing machines for hire, and/or
- B. an establishment that provides washing, drying and/or ironing services to retail customers.



HOOPER CITY INC.

5580 West 4600 South

Hooper, UT 84315

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Website: hoopercity.com

Property owners interest in leasing the property between your property and the slough. The lease is for 50 years at \$1 per year paid in advance. Items that need to be submitted for the lease to start are as follows:

1. Pay the lease fee of \$50.
2. Read and sign the Trail Property Lease agreement.
3. Read and sign the rules for leasing the property.
4. Bring in a plat showing your property with the added property you want to lease with the **footage marked on the plat**. This needs to be a plat that you get off the Weber County Website and is large enough that it is readable.
5. Need to show the improvements (fences, etc.) that you plan to add to the property.

After submitting the information it will be reviewed by Public Works and the City will notify you as quickly as possible to final this request.

Hooper City

Rules for Leased Property

1. **Lease does NOT create access.** The trail nor the city property shall be used to access private lots including a leased portion of the trail property. Vehicular access including construction vehicles and equipment, is prohibited on the trail, access must be obtained through the private property lot.
2. **No Motorized vehicle, equipment, ATV's, snowmobiles, etc. are allowed on the trail or on trail property.**
3. **No Buildings or Structures of any type may be built on the leased property.**
4. **Fences:**
 - a. **May be built on the leased property.**
 - b. **May NOT exceed six feet in height from the existing grade.**
 - c. **Must be a minimum of three feet from the paved or improved trail, on the trail side of the slough, and a minimum of 35 feet from the slough bank on the non-trail side of the slough.** (This includes all improvements (i.e. retaining rocks, walls, curbs, etc. No construction is allowed in the buffer areas adjacent to the trail)
 - d. **Personnel gates are allowed** for pedestrian access and small maintenance equipment (i.e. lawnmowers, weed eaters etc.) **Large gates (6' or wider) are NOT allowed.**
5. **Any grade or elevation changes on the leased property must be approved by the city prior to construction.**
6. **No construction or activity shall be allowed in the following areas:**
 - a. 35 feet from the slough bank (on the non-trail side of the slough)
 - b. The slough stream bed (bank to bank)
 - c. The area from the slough bank to the trail (on the trail side of the slough)
 - d. The asphalt or other improved trail
 - e. The 3 foot "no build" buffer along the improved trails
 - f. Maintenance is allowed in these areas but is not mandatory and should be limited to mowing, weed eating, weed control, and general clean-up.
 - g. Community, neighborhood, church, civic, youth and similar groups may provide service in these areas with approval from the city prior to the project.
7. **Extreme Caution should be used if existing vegetation will be killed or removed to avoid erosion and possible sloughing of the banks and adjacent property.**
8. **In the event that a lessee sells their property, the lessee shall inform the new owner of the lease and instruct them to contact the city to update the lessee information.**
9. **All existing city rules and ordinances remain in place concerning this property** including but not limited to: Building requirements, zoning, animal rights, environmental requirements, etc.) **If you have any questions please contact the city prior to planning or beginning a project.**
10. **Leased property should not be for the keeping of animals unless approved by the City in advance.**

It is the City's intent to make the leasing option viable and enticing for adjacent property owners. We wish to make the process simple and the rules as open-minded as possible. The city reserves the right to change or add to the rules and requirements of the leased property as needed to ensure the best interest and welfare of the public. ****This is a summary of some of the common rules and is not intended to be comprehensive list of all rules that apply to this property.**

Lessee: _____ Phone: ____ - ____ - _____ Date: ____ / ____ / ____

Address: _____ Email: _____

Signature _____ By signing this document, I understand the rules associated with the lease of city property and agree to abide by the rules, regulations and ordinances of Hooper City.

TRAIL PROPERTY LEASE

This lease agreement is entered into this ___ day of _____, 20___ by and between Hooper City, a Municipal Corporation of the State of Utah, hereafter referred to as "City," and _____, hereafter referred to as Lessee.

WHEREAS, Hooper City has developed a trails system through parts of the city whereby Hooper City visitors and residents can enjoy the beauty of the rivers and sloughs in the city, unobstructed by vehicular traffic; and

WHEREAS, in some situations the property set aside for use as a trail is more than is needed for the actual construction, use and maintenance of the trail system at this time; and

WHEREAS, the City would like to have this excess land not an eyesore to those using the trail and those that own adjoining properties; and

WHEREAS, by City and County ordinance it is mandatory that no buildings be constructed within 100 feet of the center of a river or slough that passes through Hooper City; and

WHEREAS, Lessee owns property adjoining the trail system and would like to lease the excess property for personal use, as long as it is not needed for use by the city.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Lessee will lease from City the property described in Exhibit A, attached hereto and made a part hereof by reference, for the period of 50 years at a lease rate of \$1 per

year, paid in advance.

2. The City retains the right, at any time with a one year notice to the lessee, to cancel this lease and take over the maintenance and use of the property. The notice to lessee must be in writing and provided to the land owner /lessee at the address adjoining the leased property.
 3. The City retains the right to terminate the lease at any time without advanced notice in the event of an emergency that requires the City to take over the use and maintenance of the property.
 4. In the event the City retakes the property for any reason, any improvements made on the property will become the sole property of Hooper City unless removed from the property prior to the termination of the lease.
 5. Lessee is responsible to maintain the leased property in conformity with city ordinances.
 6. The lessee is not allowed to build any buildings or structures of any type on the leased property. However, lessee will be allowed to build a fence upon the leased property as long as the fence is not more than 6 feet high and is located at least 3 feet from the edge of the paved trail.
 7. This document is the entire agreement between the parties. Any modification or alteration of this agreement must be in writing and signed by both of the parties.
 8. This lease will be interpreted and enforced based on the provisions of Utah law. Any challenge or contest relating the lease will be litigated in the Utah courts utilizing Utah law.
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9. In the event there is a dispute regarding the terms of this lease, the dispute will be

referred for mediation between the parties. In the event mediation is not successful and legal action is required, the defaulting party will pay any costs and expenses, including a reasonable attorney fee, to the prevailing party.

Signed and agreed to this ____ day of _____, 20 ____.

LESSEE

SUBSCRIBED and SWORN to before me this ____ day of _____, 20 ____.

NOTARY PUBLIC

HOOPER CITY MAYOR

Attest:

Hooper City Recorder

Lease Agreements

Slough Lease

10-6-4.2 Preliminary Plat Specifications

100 foot no-build setback from the centerline of the Hooper and Howard Sloughs. Where required by the City Planning Department and approved by the City Council, the “no-build” area shall be designated as “public open space” and dedicated to the City for future parks and trails.

Preliminary Slough Parkway Development Plan:

If the subdivision includes a portion of the Hooper or Howard Slough to be dedicated as Slough Parkway, submit a slough parkway development plan in accordance with the City’s slough development standards.

Care Facilities

10-1A-1 Definitions - Zoning And Subdivision

BOARDING HOUSE: An establishment with individual rooms where meals and lodging are provided for, with or without compensation, to more than 2 but not more than 10 persons. A boarding house shall include, but not be limited to, a rooming house, shelter, convent, monastery, dormitory, fraternity house, sorority house, or any group of individuals whose association is temporary or seasonal in nature. Hotels, motels, multi-family developments, and bed and breakfast establishments, as herein defined, shall not be considered boarding houses.

CHILDREN'S TREATMENT FACILITY: An establishment, or portion thereof, that:

- A. provides permanent provisions for living, sleeping, eating, cooking, and sanitation for more than 8 juveniles under 18 years old, and
- B. provides treatment for substance abuse, mental illness, emotional disturbance, developmental disability, mental retardation, or juveniles who have been identified by the judicial system as requiring treatment, therapy, rehabilitation, or supervision. For purposes of this Title, this definition shall include group foster homes with more than 13 juveniles.

DAY CARE FACILITY: An establishment, or portion thereof, where more than 12 individuals (children or adults) regularly receive care and supervision for a period less than 15 hours per day unaccompanied by the individual's guardian.

DAY CARE HOME, GROUP: An establishment, or portion thereof, or dwelling where more than 6 but no greater than 12 individuals (children or adults) regularly receive care and supervision for a period less than 15 hours per day unaccompanied by the individual's guardian.

DRUG AND ALCOHOL TREATMENT FACILITY: An establishment, or portion thereof, that:

- provides permanent provisions for living, sleeping, eating, cooking, and sanitation and

- provides a treatment program for adult patients (18 years and older) with a drug and/or alcohol use problem. This definition shall include a detoxification facility, inpatient facility, residential facility, clinic, and outpatient facility as they relate to drug and alcohol treatment.

FAMILY:

- A. A person living alone or 2 or more persons related by blood or marriage.
- B. A group of not more than 10 persons who need not be related by blood or marriage living together in a dwelling unit.
- C. Eight or fewer unrelated mentally and/or physically handicapped or elderly persons residing in a dwelling under staff supervision, provided that no more than 2 staff members reside in the dwelling at any one time. (Resident staff shall not be counted toward the “8 or fewer” criterion.)

FOSTER HOME, GROUP: An establishment, or portion thereof, that:

- A. provides permanent provisions for living, sleeping, eating, cooking, and sanitation, and
- B. provides foster care for 7 to 13 children under the age of 18.

NURSING FACILITY, SKILLED: An establishment that provides permanent provisions for living, sleeping, eating, cooking, and sanitation and that provides health care needs to more than 8 individuals who, at a minimum, require:

- A. inpatient care and services for 24 or more consecutive hours for unstable chronic health problems,
- B. daily professional nursing supervision and licensed nursing care on a 24-hour basis, and
- C. restorative, rehabilitative care and assistance in meeting daily living needs.

Medical supervision may be necessary on a regular, but not daily, basis. A skilled nursing facility shall include, but not be limited to: nursing home, nursing facility, convalescent home, intermediate care, and sub-acute care.

RESIDENTIAL CARE FACILITY: An establishment that provides permanent provisions for living, sleeping, eating, cooking, and sanitation and that provides 24-hour non-medical care for more than 8 individuals that are 18 years or older who need personal care or assistance and supervision. A residential care facility shall include, but not be limited to: assisted living facility, retirement home, and respite care.