

**HOOPER CITY**  
**CITY COUNCIL AGENDA**  
**January 19, 2023 7:00PM**  
COUNCIL CHAMBERS  
5580 W. 4600 S.  
Hooper, UT 84315

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Notice is hereby given that the Hooper City Council will hold a work meeting at 6:30pm and their regularly scheduled meeting at 7pm on Thursday, January 19, 2023 at the Hooper Municipal Building located at 5580 W 4600 S Hooper, UT 84315.

**Work Meeting – 6:30pm**

1. Discussion on Agenda Items – City Council

**Regular Meeting – 7:00pm**

1. Meeting Called to Order
2. Opening Ceremony
  - a. Pledge of Allegiance
  - b. Reverence
3. Public Comments on Agenda Items
4. Consent Items
  - a. Motion – Approval of Minutes dated January 5, 2023
5. Declarations of conflicts of interest or disclosures by council members
6. Action Items
  - a. Motion – Final Approval of Hardy Denny subdivision located at 5176 W. 4000 S. and 5164 W. 4000 S. for Nate Denny
  - b. Motion – Rawson Ranch Impact Fee
  - c. Motion – Hooper City Amendment to General Plan for Affordable Housing
  - d. Motion – Approval of the Utah Broadband Franchise Agreement
  - e. Motion - Approval of Connex Franchise Agreement
  - f. Motion - Approval of Fund for the Construction of a New Children’s Justice Center
  - g. Motion - Approval of Funding Agreement of 5500 W.
  - h. Motion – Award contract of both phases of 5500 W.
7. Public Comments on items not on the agenda (*No action can or will be taken on any issue presented*)
8. Adjournment

*Tereasa Chugg*

Tereasa Chugg, Deputy City Recorder

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

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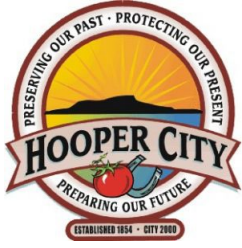
In compliance with the American with Disabilities Act, persons needing special accommodations, including auxiliary communicative aids and services, for this meeting should notify the city recorder at 801-732-1064 or admin@hoopercity.com at least 48 hours prior to the meeting.

**CERTIFICATE OF POSTING**

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Hooper City limits on this 19<sup>TH</sup> day of January, 2023 at Hooper City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website, and at <https://www.hoopercity.com/meetings>.

***\*NOTES REGARDING PUBLIC COMMENT AND PUBLIC HEARINGS***

- A. Time is made available for anyone in the audience to address the City Council during public comment and through public hearings
  - a. When a member of the audience addresses the council, they will come to the podium and state their name and address
  - b. Each person will be allotted three (3) minutes for their remarks/questions
  - c. The City Recorder will inform the speaker when their allotted time is up



**HOOPER CITY**  
**CITY COUNCIL MEETING MINUTES**  
**THURSDAY, JANUARY 5, 2023, 7:00PM**  
COUNCIL CHAMBERS  
5580 W. 4600 S.  
Hooper, UT 84315

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The Hooper City Council held a work meeting at 6:30pm and their regular meeting at 7pm on January 5, 2023, at the Hooper City Civic Center located at 5580 W. 4600 S, Hooper, UT 84315.

COUNCIL MEMBERS PRESENT:

Cindy Cox – Mayor Pro Tem  
Dale Fowers – Mayor  
Ryan Hill  
Debra Marigoni  
Lisa Northrop  
Bryce Wilcox

CITY STAFF & PLANNING COMMISSION PRESENT:

Morghan Yeoman – City Recorder  
Briant Jacobs – City Engineer  
Tereasa Chugg – Finance Manager  
Jared Hancock – Public Works Director  
Reed Richards - Attorney  
Lt. Curtis Jefferies – Weber County Sheriff's Office

COUNCIL MEMBERS  
EXCUSED:

AUDIENCE PRESENT:  
See attached list.

**6:30PM WORK MEETING**

1. Discussion on Agenda Items

At 6:30pm the City Council held a work meeting where agenda items were discussed.

**7:00PM REGULAR MEETING**

1. Meeting Called to Order – Mayor Dale Fowers

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

2. Opening Ceremony

a. Pledge of Allegiance

Council Member Marigoni led in the Pledge of Allegiance.

b. Reverence

Council Member Wilcox offered reverence.

3. Citizen Comment(s) on Agenda Items

*(Residents attending this meeting were allotted 3 minutes to express a concern or question about any issue that was ON THE AGENDA)*

No Public Comment

4. Consent Items

a. Motion – Approval of Minutes dated December 15, 2022

i. Council Member Cox emailed to fix error corrections. These errors have been corrected and approved by Council members.

**COUNCIL MEMBER COX MOVED TO APPROVE THE MINUTES DATED DECEMBER 15, 2022. COUNCIL MEMBER MARIGONI SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

**MOTION PASSED UNANIMOUSLY.**

5. Declarations on conflicts of interest or disclosures by council members

There were no declarations of conflicts of interest or disclosures by council members.

6. Action Items

a. Motion – Approval of Commercial Business License for Lakefront Auto Sales located at 5480 S. 5900 W. for Dee Harris.

Dee Harris described what type of business Lakefront Auto Sales consists of. Harris mentioned that it would be used for selling trailers and parking trailers on property. Council Member Cox had asked where the operation would take place for the trailers. Dee Harris replied that he was going to bring in a shed. Council Member Wilcox asked if he going to be selling accessories for trailers, and Harris replied yes. In the future, when Dee Harris has access to

the building that is located on the property he will be able to perform services. As of right now, it is just Sales. Council member Northrop asked about operating hours. Harris confirmed with the time frame right now, it will be appointment based.

**COUNCIL MEMBER HILL MOVED TO APPROVE THE COMMERCIAL LICENSE FOR LAKEFRONT AUTO SALES LOCATED AT 5480 S. 5900 W. COUNCIL MEMBER NORTHROP SECONDED. A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:**

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

**MOTION PASSED.**

- b. Motion – Final approval of the Spring Landing Agricultural Non-development property Division located at approximately 3400 S. 5100 W. for Torghele Hooper LLC.

Briant Jacobs gave presentation on how the property is currently with the three (3) parcels. He described what the meaning of the [Agricultural Non-Development]. It is known as a land division which is a change in farm use, assets, or inheritance. The land will be changing into four (4) parcels. Remain in the R-1 zone and no additional development and remain in the Non-Development land division [Agricultural Non-Development].

Council Member Wilcox questioned why the boundary lines are made the way they were. Bob Torghele from South Ogden explained the differences on each land change.

**COUNCIL MEMBER COX MOVED TO APPROVE THE SPRING LANDING NON-DEVELOPMENT LAND DIVISION LOCATED APPROXIMATELY AT 3400 S. 5100 W. COUNCIL MEMBER HILL SECONDED. A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:**

<b><u>COUNCIL MEMBER:</u></b>	<b><u>VOTE:</u></b>
COX	AYE
HILL	AYE
MARIGONI	AYE
NORTHROP	AYE

**WILCOX** **AYE**  
**MOTION PASSED.**

c. Motion - Appointment and Swearing in the new City Recorder, Morghan Yeoman

i. Mayor Dale Fowers introduced the new City Recorder, Morghan Yeoman

**COUNCIL MEMBER NORTHROP MOVED TO APPROVE THE APPOINTMENT AND SWEARING IN THE NEW CITY RECORDER, MORGHAN YEOMAN. COUNCIL MEMBER WILCOX SECONDED. A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:**

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

**MOTION PASSED.**

d. Motion – Confirm time and place of regularly scheduled City Council meetings for the year 2023

**COUNCIL MEMBER WILCOX MOVED TO APPROVE THE CITY COUNCIL MEETINGS FOR YEAR 2023. COUNCIL MEMBER MARIGONI SECONDED. A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:**

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

**MOTION PASSED.**

e. Discussion/ Approval – 2023 Council Assignments

i. Council Member Wilcox will be taking over the Fremont CTC Committee from Council Member Hill. Everyone else will remain the same. Council Member Marigoni asked about the VIPS program. Mayor Dale Fowers states that there is a training program [flyers are in

office] that can help us be apart of the VIPS ( Volunteer in Police Services) program. LT. Curtis Jefferies spoke about the program and what it entails. Council Member Wilcox asked about the time frame that you can volunteer for. LT. Curtis Jefferies replied, upon asking on request. City Staff agreed to put information in the newsletter again.

**COUNCIL MEMBER MARIGONI MOVED TO APPROVE THE 2023 COUNCIL ASSIGNMENTS. COUNCIL MEMBER COX SECONDED. A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:**

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

**MOTION PASSED.**

- f. Motion – Election of Mayor Pro-Tem for the year 2023
  - i. Council Member Cox will be Mayor Pro-Tem

**COUNCIL MEMBER MARIGONI MOVED TO APPROVE THE MAYOR PRO-TEM FOR THE YEAR 2023. COUNCIL MEMBER NORTHROP SECONDED. A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:**

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

**MOTION PASSED.**

- 7. Public Comments on items not on the agenda.
  - a. Mayor Dale Fowers requested for the public comment to be before the Closed session so those that had a comment did not have to wait around for after the Closed session was completed.
    - i. Garff Hubberd located at 5156 S. 5725 W. wanting to address the progress on the ditch progress agreement. Tereasa Chugg stated that it had to be public noticed and will be noticed 10 days before the meeting. Then will take the steps through the Public Hearing for the approval of it.

ii. Public Comment Closed.

Motion – to Move into the Closed Session

**CLOSED SESSION**

- 1. Motion to Open Closed Session
  - 2. Call to Order & Roll Call
  - 3. Discussion Regarding Pending Litigation, Pursuant to UCA 52-4-205 (1)(c)
  - 4. Motion to Adjourn the Closed Session & Return to General Session
8. Adjournment

**AT APPROXIMATELY 8:50 PM COUNCIL MEMBER NORTHROP MOVED TO ADJOURN THE MEETING. COUNCIL MEMBER MARIGONI SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

**MOTION PASSED UNANIMOUSLY.**

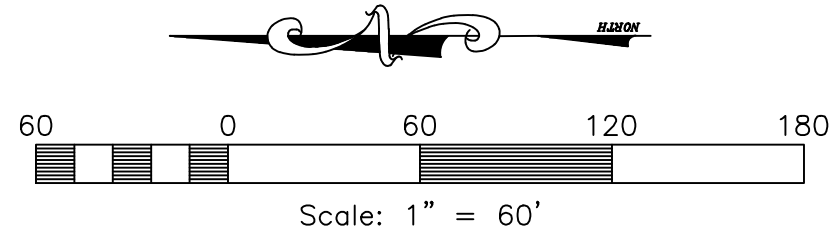
Date Approved: \_\_\_\_\_

\_\_\_\_\_  
Morghan Yeoman, City Recorder



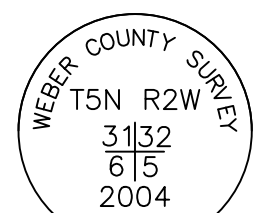
# HARDY DENNY SUBDIVISION

PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 5 NORTH,  
RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
HOOPER CITY, WEBER COUNTY, UTAH  
JANUARY, 2023

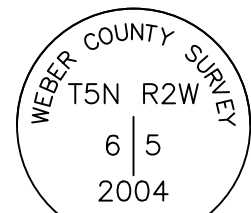


FOUND NORTHEAST CORNER OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, FOUND BRASS CAP MONUMENT (SEE DETAIL 1)

FOUND EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, FOUND BRASS CAP MONUMENT (SEE DETAIL 2)



**MONUMENT DETAIL 1**  
(NOT TO SCALE)



**MONUMENT DETAIL 2**  
(NOT TO SCALE)



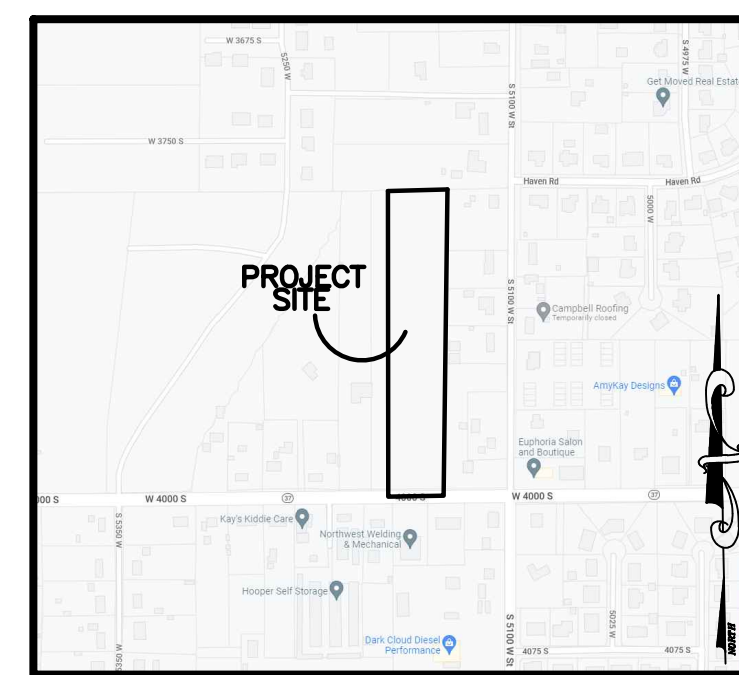
**MONUMENT DETAIL 3**  
(NOT TO SCALE)

## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN THE EAST QUARTER CORNER AND THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS N00°44'10"E.

## NARRATIVE

THE PURPOSE OF THIS SURVEY WAS IS TO DETERMINE THE PROPERTY BOUNDARY FOR FUTURE DEVELOPMENT. THE WEST LINE WAS PLACED ALONG A BOUNDARY LINE RECORDED AS ENTRY #2097163. THE SOUTH LINE WAS PLACED ALONG THE SECTION LINE. THE NORTH LINE WAS PLACED ALONG THE SOUTH LINE OF THE MICHAEL COX SUBDIVISION. THE EAST LINE WAS PLACED ALONG THE DEED LINE AND EXISTING SUBDIVISIONS.



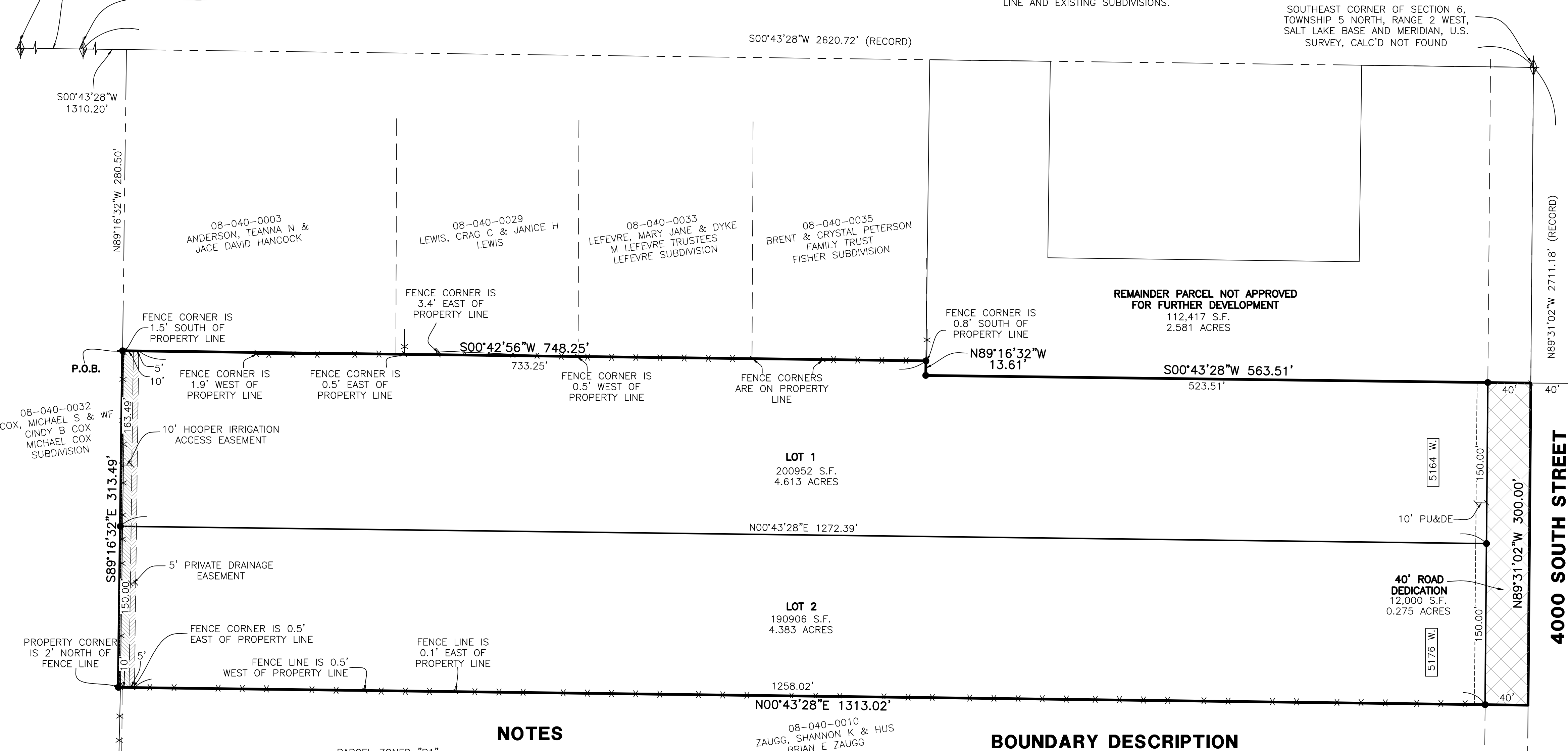
**VICINITY MAP**  
NOT TO SCALE

### SURVEYOR'S CERTIFICATE

I, **TREVOR J. HATCH**, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF **HARDY DENNY SUBDIVISION** IN **HOOPER CITY, WEBER COUNTY, UTAH**, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE **WEBER COUNTY** RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF **WEBER COUNTY**, CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

9031945  
UTAH LICENSE NUMBER



### NOTES

- PARCEL ZONED "R1".
- SUBJECT PROPERTY FALLS WITHIN FEMA FLOOD ZONE "X" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. PER FEMA MAP NO. 49057C0425E, EFFECTIVE 12/16/2005.
- 40' ROAD DEDICATION TO UTAH DEPARTMENT OF TRANSPORTATION.
- MANY AREAS IN HOOPER HAVE GROUND WATER PROBLEMS DUE TO A SEASONALLY HIGH (FLUCTUATING) WATER TABLE. THERE ARE ALSO AREAS WHERE SOIL CONDITIONS MAY WARRANT ADDITIONAL CONSTRUCTION MEASURES. APPROVAL OF THIS PLAT DOES NOT CONSTITUTE REPRESENTATION BY HOOPER CITY THAT BUILDINGS AT ANY SPECIFIED ELEVATION WILL SOLVE GROUND WATER PROBLEMS OR THAT SOILS ARE SUITABLE FOR CONSTRUCTION. SOLUTION OF WATER OR SOIL PROBLEMS IS THE SOLE RESPONSIBILITY OF THE PERMIT APPLICANT AND PROPERTY OWNER.
- NO BASEMENTS ARE PERMITTED IN THIS SUBDIVISION.
- ALL CONSTRUCTION TO COMPLY WITH HOOPER CITY SPECIFICATIONS.

### BOUNDARY DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF MICHAEL COX SUBDIVISION, SAID POINT BEING S00°43'28"W 1310.20 FEET AND N89°16'32"W 280.50 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION (EAST QUARTER CORNER BEING S00°44'10"W 2757.89 FEET FROM THE NORTHEAST CORNER OF SAID SECTION); THENCE S00°42'56"W TO AND ALONG THE WESTERLY LINES OF LEFEBVRE AND FISHER SUBDIVISIONS, 748.25 FEET TO THE SOUTHWEST CORNER OF FISHER SUBDIVISION; THENCE N89°16'32"W 13.61 FEET; THENCE S00°43'28"W 563.51 FEET TO THE CENTERLINE OF 4000 SOUTH STREET AND THE SOUTH LINE OF SAID SECTION 6; THENCE N89°31'02"W ALONG SAID CENTERLINE AND SOUTH LINE, 300.00 FEET; THENCE N00°43'28"E 1313.02 FEET TO THE SOUTHERLY LINE OF MICHAEL COX SUBDIVISION; THENCE S89°16'32"E ALONG SAID SOUTHERLY LINE, 313.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 403,858 SQUARE FEET OR 9.271 ACRES MORE OR LESS.

### LEGEND

- = SECTION CORNER
- = SET 5/8" X 24" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- = BOUNDARY LINE
- - - = ADJOINING PROPERTY
- - - - - = (PU&DE) 10' PUBLIC UTILITY & DRAINAGE EASEMENT
- [Hatched Box] = HOOPER IRRIGATION ACCESS EASEMENT
- [Diagonal Lines Box] = PRIVATE DRAINAGE EASEMENT
- [Cross-hatched Box] = 40' ROAD DEDICATION
- x - x - x - = EXISTING FENCE LINE
- - - - - = SECTION TIE LINE

**HOOPER IRRIGATION COMPANY**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE HOOPER IRRIGATION COMPANY.

DATE \_\_\_\_\_ HOOPER IRRIGATION COMPANY

**TAYLOR WEST WEBER WATER IMPROVEMENT DISTRICT**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE TAYLOR WEST WEBER WATER CONSERVANCY DISTRICT.

DATE \_\_\_\_\_ TAYLOR WEST WEBER WATER IMPROVEMENT DISTRICT

**HOOPER CITY ENGINEER**

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

DATE \_\_\_\_\_ HOOPER CITY ENGINEER

**HOOPER CITY MAYOR**

PRESENTED TO THE HOOPER CITY MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

\_\_\_\_\_  
HOOPER CITY MAYOR

\_\_\_\_\_  
HOOPER CITY RECORDER

**HOOPER CITY ATTORNEY**

APPROVED AS TO FORM BY THE HOOPER CITY ATTORNEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
HOOPER CITY ATTORNEY

**Weber County Recorder**

Entry No. \_\_\_\_\_ Fee Paid \_\_\_\_\_

And Recorded, \_\_\_\_\_

At \_\_\_\_\_ in Book \_\_\_\_\_

Of The Official Records, Page \_\_\_\_\_

Recorded For: \_\_\_\_\_

\_\_\_\_\_  
Weber County Recorder

\_\_\_\_\_  
Deputy.

## Reeve & Associates, Inc.

920 CHAMBERS STREET, SUITE 14, OGDEN, UTAH 84403  
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com

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**Project Info.**

Surveyor: T. HATCH

Designer: A. MULLINS

Begin Date: 8-4-2022

Name: **HARDY DENNY SUBDIVISION**

Number: 8030-01

Revision: 1-5-23

Scale: 1"=60'

Checked: \_\_\_\_\_





# RAWSON RANCH SEWER IMPACT FEE FACILITY PLAN & IMPACT FEE ANALYSIS SEPTEMBER 2022 DRAFT



EFG CONSULTING  
918 NORTH 1380 EAST, TOOELE, UT 84074  
801.258.1926



## IMPACT FEE FACILITY PLAN (IFFP) CERTIFICATION

J-U-B Engineers, Inc. (JUB) and EFG Consulting (EFG) certify that the attached impact fee facilities plan:

1. includes only the costs of public facilities that are:
  - a. allowed under the Impact Fees Act; and
  - b. actually incurred; or
  - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
  - a. costs of operation and maintenance of public facilities;
  - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
  - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and,
3. complies in each and every relevant respect with the Impact Fees Act.

## IMPACT FEE ANALYSIS (IFA) CERTIFICATION

JUB and EFG certify that the attached impact fee analysis:

1. includes only the costs of public facilities that are:
  - a. allowed under the Impact Fees Act; and
  - b. actually incurred; or
  - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
  - a. costs of operation and maintenance of public facilities;
  - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
  - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
  - d. offsets costs with grants or other alternate sources of payment; and,
3. complies in each and every relevant respect with the Impact Fees Act.

JUB and EFG Consulting make this certification with the following caveats:

1. All of the recommendations for implementations of the IFFP made in the IFFP documents or in the IFA documents are followed by City staff and elected officials.
2. If all or a substantial portion of the IFFP or IFA are modified or amended by the City, this certification is no longer valid.
3. All information provided to our team is assumed to be correct, complete, and accurate. This includes information provided by the City as well as outside sources.

J-U-B Engineers, Inc.

EFG Consulting

## SUMMARY

The purpose of this Impact Fee Facility Plan (IFFP) and Impact Fee Analysis (IFA) is to fulfill the requirements of the Utah Code Title 11 Chapter 36a (Impact Fee Act) for Hooper City (City) to enact a sewer impact fee specific to the area served by the Rawson Ranch Regional Lift Station.

The design and construction by a residential developer of a regional sewage lift station known as the Rawson Ranch Regional Lift Station has prompted the need for a “region-specific” sewer impact fee, separate from sewer impact fees being collected in other areas of the City. The City and its existing residents have provided no sewer infrastructure for the region. The sewage collection, pumping and transmission facilities have been completed at the sole expense of the developer. The following is a summary of the IFFP inputs.

### **SERVICE AREA:**

The service area for this IFFP and IFA consists of 176.8 total developable acres as shown in the table below. However, RMR Subdivision, RFR Subdivision and LRS & D Properties is not included in the impact fee analysis since these subdivisions have connected or are proposing to connect directly into the Central Weber Sewer District (CWSD) trunkline and will not use the Rawson Ranch Regional Lift Station. The Rawson Ranch Estates Subdivisions have also not been included in the analysis since the developer has already paid to provide services to this area.

<b>Property</b>	<b>Acreage</b>	<b>Lots</b>
Raw Ute LLC Property	21.5	18
Former and Current Torghelle Property	110.6	97
Rawson Ranch Estates Subdivision Phase 1 and 2	32.6	
RMR Subdivision	1.4	
RFR Subdivision	1.5	
LRS & D Properties	9.1	
<b>Total</b>	<b>176.7</b>	<b>116</b>

### **DEMAND ANALYSIS:**

The demand unit utilized in this analysis was lots. The City estimates that the Rawson Ranch Regional Lift Station will serve approximately 116 lots.

### **LEVEL OF SERVICE**

The average day demand on the pump station is estimated at 43,838 gallons which is approximately 257 gallons per lot. The peak day demand is estimated at 175,350 gallons or 1,028 gallons per lot.

### **EXCESS CAPACITY & CAPITAL FACILITIES**

Due to the topography of the ground in the region, the design of the sewer collection system for the region consists of gravity sewer pipelines which flow towards the lowest point in the region. The depths of the sewer lines have been planned so that the sewer from around the region will flow by gravity to the low point. At that point, a lift station (pumping plant) has been designed and constructed of the size that will benefit the entire region. From the lift station, a force main (pressure pipe) has been constructed and connected to the existing Central Weber Sewer District (CWSD) trunkline in 5100 West Street.

In order to provide a lift station to serve the entire region as opposed to a lift station that would serve the single residential development known as Rawson Ranch Estates, certain features associated with the design and construction of the station had to be enlarged or enhanced to meet the regional requirements of the City. Some of these enlarged features include larger pumps, larger manholes near the station, the addition of a sewage grinder upstream of the pumps, additional engineering, and so forth. The cost of these improvements was \$129,629 and will serve the identified 116 lots.

### **FUNDING OF FUTURE FACILITIES:**

The City has agreed to reimburse the developer for the costs of the facilities that required enlargement or enhancement resulting from the planned regional function of the lift station. Those costs have been negotiated and approved by the City and have been included in a reimbursement agreement that defines how sewer impact fees will be used for that reimbursement. The City will use money collected from impact fees to reimburse the developer.

### **IMPACT FEE CALCULATION:**

The total cost of the lift station improvements is divided by the number of lots it will serve, thus the maximum allowable impact fee for sewer in the service area is \$1,121 per lot.

<b>Impact Fee Calculation</b>	<b>Cost</b>	<b>Lots</b>	<b>Cost/Lot</b>
Rawson Ranch Regional Lift Station	\$129,629	116	\$1,121

APPENDIX A – DRAFT IMPACT FEE ENACTMENT



APPENDIX B – IMPACT FEE CALCULATION

# HOOPER CITY AMMENDMENT TO GENERAL PLAN FOR AFFORDABLE HOUSING

January 2023

## INTRODUCTION

Housing affordability became a serious issue in Utah in the 1990's. In response, the Utah Legislature has required communities to include a plan for moderate income housing as an element in their General Plans. The plan for moderate income housing (referred to herein as an affordable housing plan), must provide an assessment of the demand for affordable housing within a community as well as the supply. If a need exists, the community must determine why the need exists and take steps to ensure a supply of affordable housing is provided within the community.

The State of Utah defines affordable housing as housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income of the metropolitan statistical area (MSA) for households of the same size. In other words, affordable housing is a function of the particular circumstances and income levels of particular communities rather than a type of housing. Hooper lies within the Ogden MSA, which has a median household income of \$49,338 and a median family income of \$53,806.

Hooper incorporated as a city on November 30, 2000. Prior to that time, Hooper was listed as a Census Designated Place (CDP) by the United States Census Bureau. The boundaries of Hooper as it now exists roughly correspond the boundaries of the CDP area used by the Census Bureau. All the statistics used in this document are based upon numbers provided by the 2020 Census for the Hooper CDP and are the most current available as of this writing. The median income last reported for a household in the CDP was \$62,043 and the median income for a family was \$65,682. According to DataUSA and the 2020 Census, the 2020 Median Household income was \$100,347.

## NEEDS ANALYSIS

### *Income*

To define affordable housing in Hooper the median household income of \$100,347, as reported in the 2020 Census, was used as the baseline figure to calculate "moderate income."

Table 1 shows the breakdown of the affordable housing categories of 80%, 50%, and 30% of the median household income as well as the maximum purchase price of a dwelling and maximum monthly rent. According to the United States Department of Housing and Urban Development (HUD), housing costs should not exceed 30% of monthly income.

<b>Table 1</b>			
<b>Income Limits and Affordable Housing Payments</b>			
<b>Based upon a median household income of \$100,347</b>			
Affordable housing category	80%	50%	30%
Household income	\$80,278	\$50,174	\$30,104
Maximum monthly housing payment	\$2,007	\$1,254	\$753
Maximum purchase price	\$358,573	\$224,108	\$134,465
Source: US Census Bureau; Based on Census estimates July 1, 2021			

The maximum purchase price of a house was based upon a 30-year mortgage at 7 percent interest rate with 5 percent down. It also includes payments for insurance and property taxes equal to 0.2 percent of the purchase price. According to Table 1, housing available to moderate income households would have a monthly mortgage (including insurance & taxes) or rent payment of \$2,007 or less. This translates to a house with a maximum purchase price of \$470,630 and paying \$2,508 per month.

According to DataUSA, the 2020 median property value is \$334,200. According to the US Census Bureau Quickfacts the median value of homes in Hooper City is \$371,900.

Table 2 provides a breakdown of income by household in Hooper.

<b>Table 2</b>			
<b>Household Income</b>			
Income	Number	Percent	
< \$10,000	18	0.7	Affordable Housing Target
\$10,000 to \$14,999	71	2.7	
\$15,000 to \$19,999	14	0.5	
\$20,000 to \$24,999	0	0.0	
\$25,000 to \$29,999	35	1.3	
\$30,000 to \$34,999	114	4.4	
\$35,000 to \$39,999	23	0.9	
\$40,000 to \$44,999	121	4.7	
\$45,000 to \$49,999	17	0.7	
\$50,000 to \$59,999	120	4.6	
\$60,000 to \$74,999	174	6.7	
\$75,000 to \$99,999	591	22.7	
\$100,000 to \$124,999	508	19.5	
\$125,000 to \$149,999	355	13.6	
\$150,000 to \$199,000	279	10.7	
\$200,000 +	161	6.2	
<b>TOTAL</b>	<b>2,601</b>	<b>100</b>	
Source: US Census Bureau, 2020 Census			

According to this data, there are 707 households or 27.1% of households in Hooper that make less than the earmarked 80% of the median annual income of \$74,999 and are considered moderate income. Note that the data provided breaks at \$75,000 to \$99,999, so the prior tier was used to report moderate income.

***Housing and Population***

The 2020 Census lists the population of the Hooper as 8,850 people and the total housing units as 2,601 being occupied. Of these, 2,491 (95.8%) are owner-occupied and 110 (4.23%) are renter-occupied. Table 3 details housing occupancy and in Hooper.

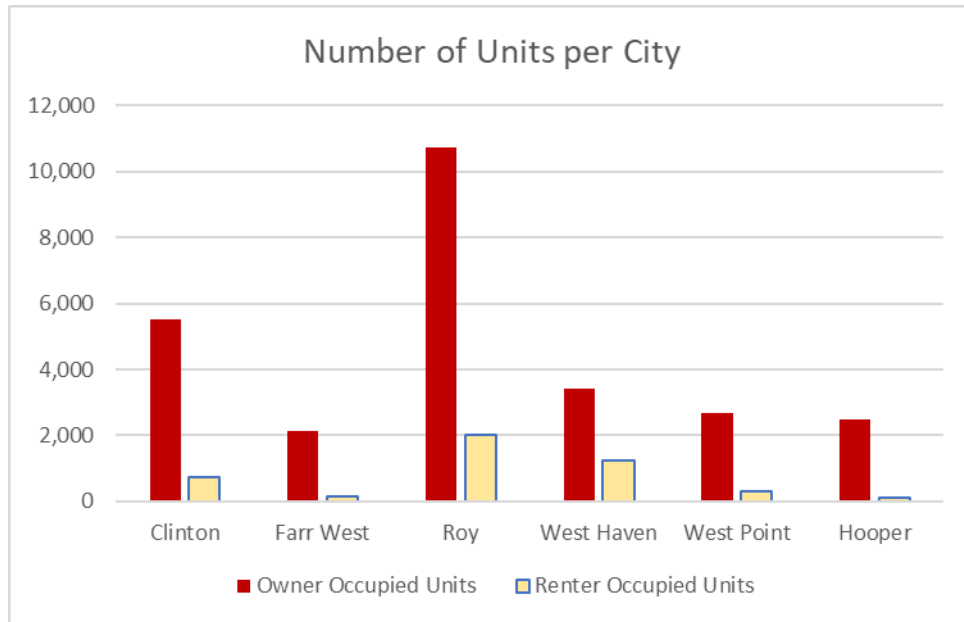
Table 3 Housing Tenure		
	Number	Percent
Occupied Housing Units	2,601	
Owner Occupied Housing Units	2,491	95.8
Renter Occupied Housing Units	110	4.2
Source: US Census Bureau, 2020 Census		

Hooper has traditionally been a farming community and the residents want to maintain the rural-farming feel. Most of the homes in Hooper are lived in by their owners. Besides farming and home businesses, there are minimal amounts of commerce happening in Hooper. There is a very low draw for people to come into Hooper for work and according to the 2020 Census data, most residents drive approximately 34 minutes out of Hooper for employment. Hooper is a bedroom community, and because of its geographic location, it should be considered a back-bedroom community. Residents of neighboring cities do not drive through Hooper to get to their destinations. Hooper is at the west end of the line. In fact, several years ago, UTA removed all bus routes from Hooper as they were not profitable routes.

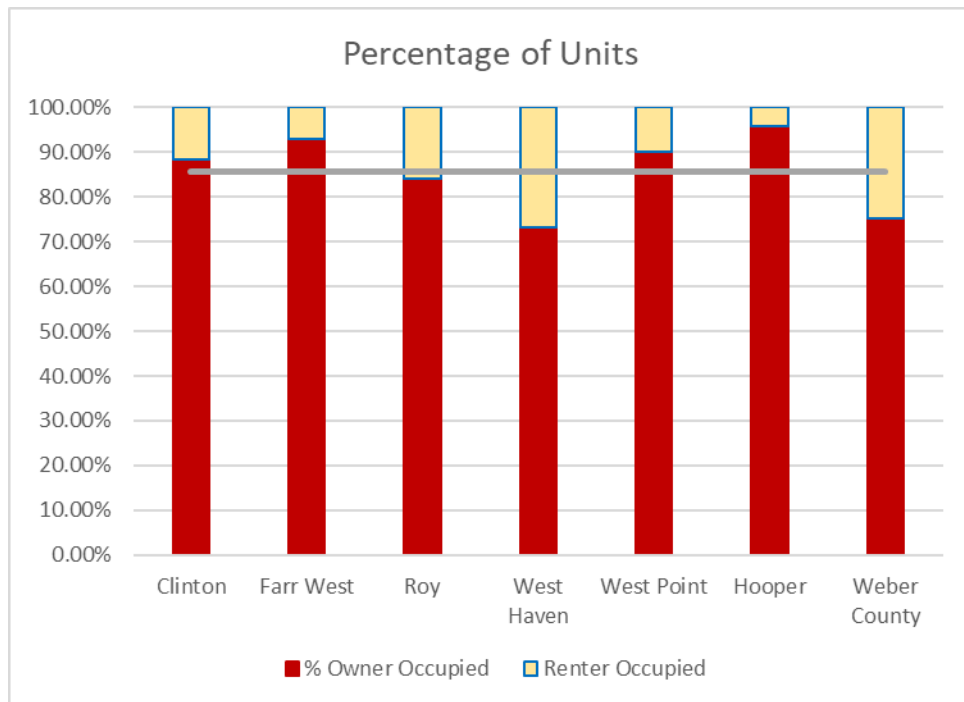
Although like other cities along the Wasatch Front, Hooper is unique as it maintains a large area, but still has a small population. Table 4 depicts data to compare Hooper to the surrounding cities in regard to home ownership and renter occupied units.

Table 4 Comparison of Owner and Renter Occupied Units							
	Clinton	Farr West	Roy	West Haven	West Point	Hooper	Weber County
Total Households	6,258	2,291	12,767	4,661	2,979	2,601	87,531
Owner Occupied Units	5,533	2,128	10,740	3,418	2,684	2,491	65,834
% Owner Occupied	88.4%	92.9%	84.1%	73.3%	90.1%	95.8%	75.2%
Renter Occupied Units	725	163	2,027	1,243	295	110	21,697
Renter Occupied	11.6%	7.1%	15.9%	26.7%	9.9%	4.2%	24.8%
Source: Point2Homes.com							

The graphs below give a better visualization of the data found in Table 4. Figure 1 shows the number of owner and renter units in each city. Figure 2 breaks down the amount of owned and rented units per city so that it is easy to see the breakdown of the units.



**Figure 1: Number of Units per City**



**Figure 2: Percentage of Units**

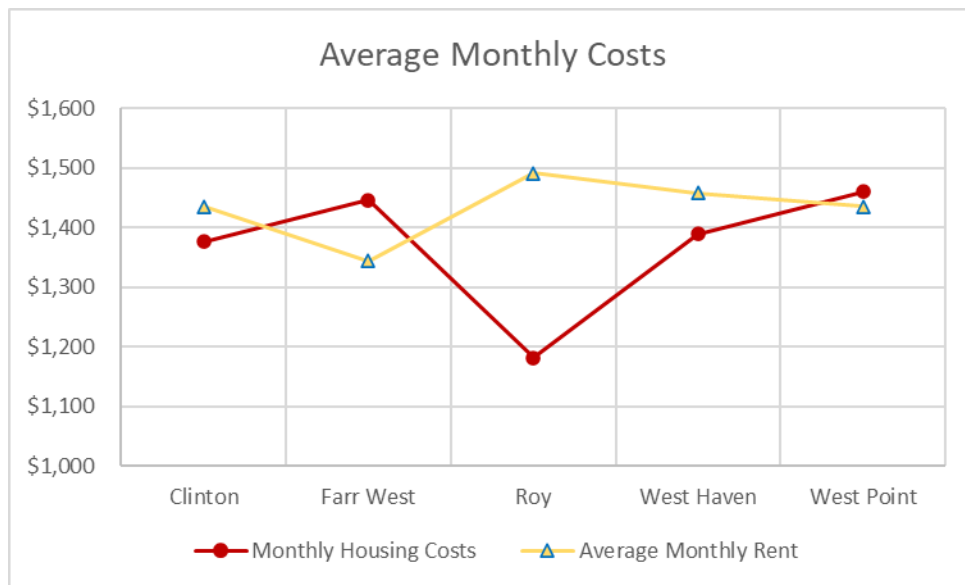
From these figures, it can be seen that Hooper is similar to the surrounding Cities that are also more western and are generally thoroughfares (Farr West, West Haven and West Point). Even though Roy City has vastly more units than any other city, its ratio of owner owned units to rented units is similar to the surrounding area.



Table 5 shows more statistics that help depict the costs associated with home ownership and rent in the areas surrounding Hooper. The renter median household income and the average monthly rent were not available in Hooper and Weber County. This was taken from 2022 Census Quickfacts.

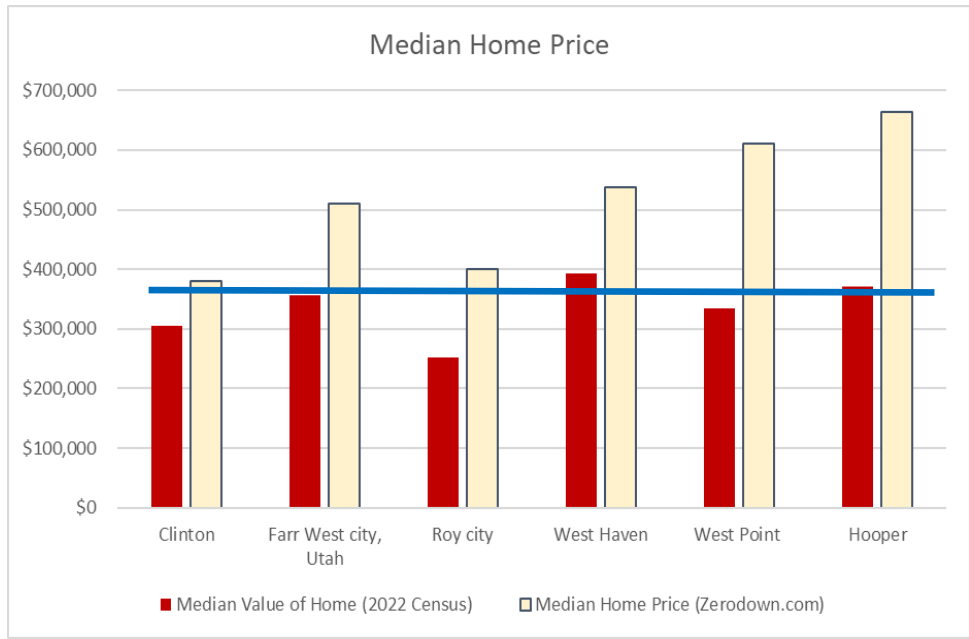
	Clinton	Farr West	Roy	West Haven	West Point	Hooper	Weber County
Median Value of Home with Mortgage	\$265,400	\$357,500	\$235,000	\$359,300	\$307,200	\$354,300	\$269,700
Monthly Housing Costs	\$1,377	\$1,446	\$1,182	\$1,389	\$1,460	\$1,633	\$1,098
Renter Median Household Income	\$67,596	\$68,125	\$54,301	\$64,017	\$77,426	NA	NA
Average Monthly Rent	\$1,436	\$1,344	\$1,492	\$1,458	\$1,436	NA	NA
People below Poverty Level	526	157	2,740	737	390	275	21,530

Source: Point2Homes.com



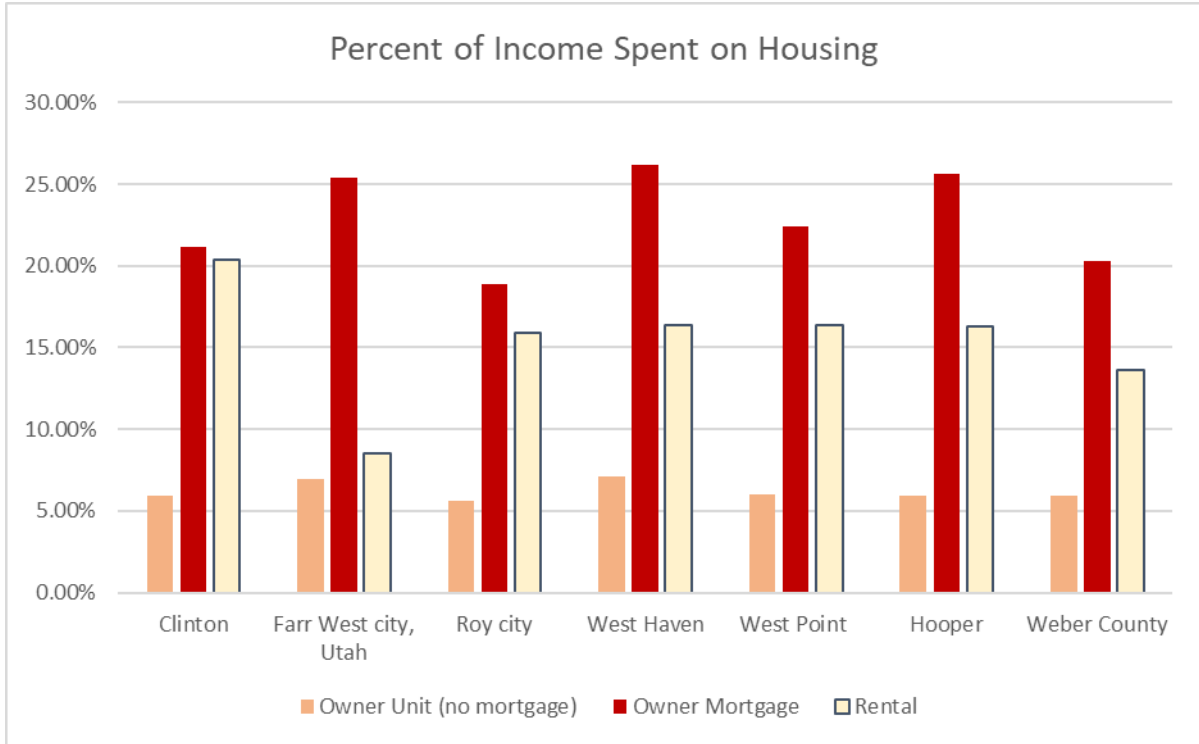
**Figure 3: Average Monthly Costs**

Data from Table 5 was graphed to see the average monthly cost. It can be seen that for home owners, the costs are relatively similar and average of \$1,369. For renters, the average cost is \$1,366. The cost of home ownership compared to renting is statistically similar in the area.



**Figure 4: Median Home Price**

Data was taken from the 2022 Census and compared to reports of home prices from zerodown.com to give a view of the cost of homes in the area. A large discrepancy is noticed between the data sets. Either set of data depicts higher than affordable cost based on the 80% of the median household income of hooper (\$358,573; depicted by the blue line).



**Figure 5: Percent of Income Spent on Housing**

It has been said that housing costs should not be any more than 25% of a person’s income. Figure 5 shows that housing in the area is on average 6.21% for those who do not have a mortgage, 22.84% for those who do not have a mortgage and 15.34% for those who rent. Even though Figure shows that the average monthly cost to rent is similar to the average cost to own a house, it can be seen in Figure 5 that home ownership is not as attainable as renting.

***Housing Stock***

The housing stock in Hooper is overwhelmingly comprised of detached, single-family dwellings. In fact, most of all dwellings in the city fit this description. This lack of multi-family housing is due in large part to Hooper’s traditional rural development pattern of single family dwellings on relatively large agricultural parcels and the lack of a central sewer system. Table 9 shows the number of homes built during a period of time.

Table 9		
<b>Age of Housing stock</b>		
Year Built	Number	Percent
1939 or earlier	219	8.42%
1940 to 1949	55	2.11%
1950 to 1959	44	1.69%
1960 to 1969	97	3.73%
1970 to 1979	338	13.00%
1980 to 1989	190	7.30%
1990 to 1999	370	14.23%
2000 to 2009	907	34.87%
2010 or Later	381	14.65%
<b>TOTAL</b>	<b>2,601</b>	
Source: US Census Bureau, 2000 Census		

**AFFORDABLE HOUSING**

The City of Hooper is in a unique position relative to affordable housing. The data show that the city is currently meeting its obligation under the provisions of the State Statutes relative to affordable housing. However, the data also show that very little, if any, affordable housing has been created in Hooper and that none is likely to be built under current conditions. The City recently approved Country View Estates for the development of a subdivision that had higher densities. The smaller-than-average lots were developed, and large homes were built on these lots. The homes were valued and sold much higher than the \$358,573 for moderate income. The ReMax website in December showed the cheapest home costing \$530K. Although the City approved smaller lots with higher densities to create affordable housing, the market/economy has placed these homes out of reach for the median Hooper resident. Furthermore, at the first of December 2022, there were only three homes listed for sale in Hooper under \$500K (see Figure 7) but all were above the city’s moderate-income amount. At the same time, there were ninety homes listed for sale between \$500K and \$1M (see Figure 8), which is significantly higher than the moderate-income amount. At the first of December 2022, there were no homes for sale that could be considered affordable housing according to the State’s standards.

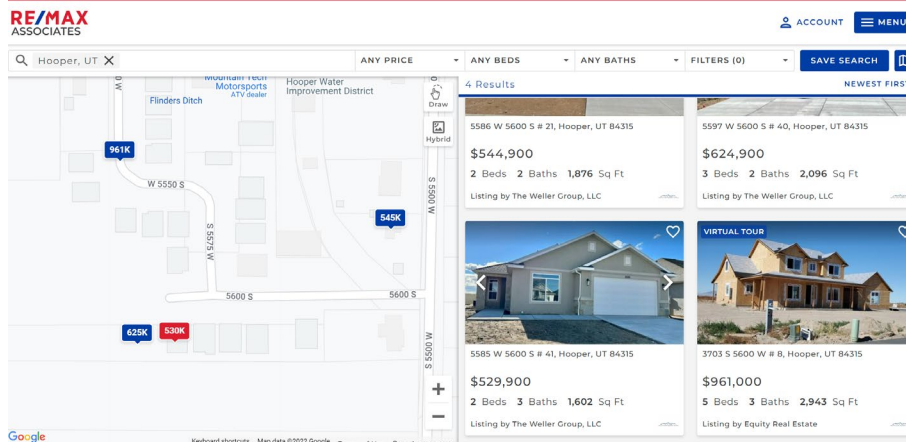


Figure 6: Screenshot of ReMax

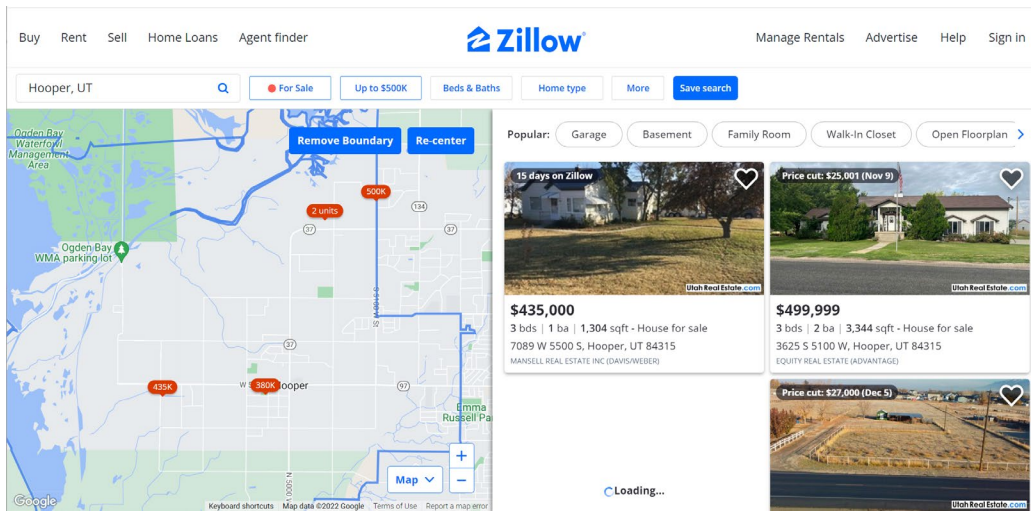


Figure 7: Homes in Hooper Listed for Sale < \$500

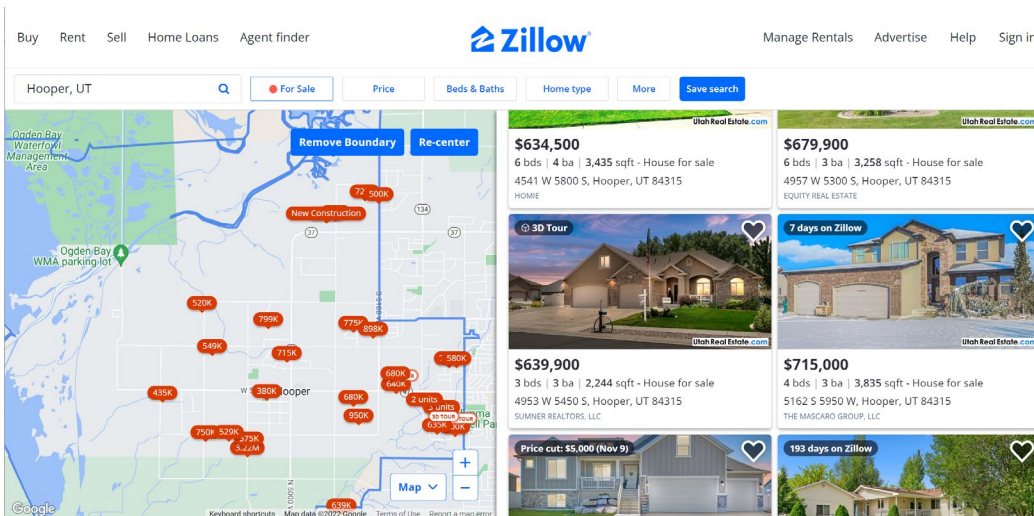


Figure 8: Homes in Hooper Listed for Sale > \$500K

## AFFORDABLE HOUSING PLAN STRATEGY

At a minimum, the City of Hooper plans on taking the following three strategies to encourage the provision of affordable housing within the community:

<b>STRATEGY 1</b>			
(E) Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones;			
<b>Milestone / Task / Activity</b>	<b>Planned Start Date</b>	<b>Planned Completion Date</b>	<b>Current Status</b>
Review current City zoning ordinance in relation to accessory dwelling units	June 2019	Dec 2019	Completed
Draft new ordinance(s) to accommodate ADU	June 2019	Dec 2019	Completed
Present ordinance for ADU to City Council	Oct 2019	Nov 2019	Completed on 21 Nov 2019
Adopt ordinance for ADU	Oct 2019	Nov 2019	Completed on 21 Nov 2019
Accept applications for ADU	Dec 2019	NA	The City has received 5
Zoning ordinance review	May 2022	June 2022	Completed
Annual Tracking of ADU	Jan 2023	Feb 2023	5 Approved
Zoning ordinance annual review	Feb 2023	June 2023	
Annual Tracking of ADU	Jan 2024	Feb 2024	
Zoning ordinance annual review	Feb 2024	June 2024	
Annual Tracking of ADU	Jan 2025	Feb 2025	
Zoning ordinance annual review	Feb 2025	June 2025	
Annual Tracking of ADU	Jan 2026	Feb 2026	
Zoning ordinance annual review	Feb 2026	June 2026	
Annual Tracking of ADU	Jan 2027	Feb 2027	
Zoning ordinance annual review	Feb 2027	June 2027	
Future ADU		Dec 2027	City projects > 50 by 2027



<b>STRATEGY 2</b>			
(F) zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers;			
<b>Milestone / Task / Activity</b>	<b>Planned Start Date</b>	<b>Planned Completion Date</b>	<b>Current Status</b>
Review current City code for residential zones	June 2019	Dec 2019	Completed, but ongoing
Amend Chapter 2 of 10-2B zoning regulations and ordinances	June 2019	Oct 2019	Completed
Present amendments of Chapter 2 of 10-2B to City Council	Oct 2019	Nov 2019	Completed
Adopt amendments to Chapter 2 of 10-2B	Nov 2019	21 Nov 2019	Completed
Amend Section 4-7 to allow multi-family dwellings	July 2019	Dec 2019	Completed
Present amendments of Section 4-7-11.5 to City Council	Nov 2019	Dec 2019	Completed
Adopt amendments to 4-7-11.5	Dec 2019	19 Dec 2019	Completed
Amend Chapter 2 of 10-1A zoning ordinances to create a new low-medium density residential zone	April 2022	June 2022	Completed
Present amendments of Chapter 2 to City Council	May 2022	June 2022	Completed
Adopt amendments to Chapter 2	June 2022	June 2022	Completed, 2 June 2022
Work to provide sewer service to areas zoned R2 and R3	Nov 2022	Dec 2024	
Review of zoning; include residential zoning in all zones	Feb 2023	June 2023	
Request bus line(s) from UTA	July 2023	Dec 2023	
Annual review of zoning	Feb 2024	June 2024	
Annual review of zoning	Feb 2025	June 2025	
Annual review of zoning	Feb 2026	June 2026	
Annual review of zoning	Feb 2027	June 2027	

<b>STRATEGY 3</b>			
(G) amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors;			
<b>Milestone / Task / Activity</b>	<b>Planned Start Date</b>	<b>Planned Completion Date</b>	<b>Current Status</b>
Review current City code for residential zones	June 2019	Dec 2019	Completed, but ongoing
Amend Chapter 2 of 10-2B zoning regulations and ordinances	June 2019	Oct 2019	Completed
Present amendments of Chapter 2 of 10-2B to City Council	Oct 2019	Nov 2019	Completed
Adopt amendments to Chapter 2 of 10-2B	Nov 2019	21 Nov 2019	Completed
Amend Section 4-7 to allow multi-family dwellings	July 2019	Nov 2019	
Present amendments of Section 4-7-11.5 to City Council	Nov 2019	Dec 2019	Completed
Adopt amendments to 4-7-11.5	Dec 2019	19 Dec 2019	Completed
Amend Chapter 2 of 10-1A zoning ordinances to create a new low-medium density residential zone	April 2022	June 2022	Completed
Present amendments of Chapter 2 to City Council	May 2022	June 2022	Completed
Adopt amendments to Chapter 2	June 2022	June 2022	Completed, 2 June 2022
Work to provide sewer service to areas zoned R2 and R3	Nov 2022	Dec 2024	
Review of Chapter 2 and City code for residential zoning	Feb 2023	June 2023	
Annual review of Chapter 2 and City code for residential zoning	Feb 2024	June 2024	
Annual review of Chapter 2 and City code for residential zoning	Feb 2025	June 2025	
Annual review of Chapter 2 and City code for residential zoning	Feb 2026	June 2026	
Annual review of Chapter 2 and City code for residential zoning	Feb 2027	June 2027	

**FRANCHISE AGREEMENT**  
**BETWEEN HOOPER, UTAH AND**  
**FIF UTAH, LLC**

This Franchise Agreement is made and entered into effective as of the 1 day of December, 2022 (the “**Effective Date**”), by and between Hooper City, a body corporate and politic of the State of Utah (the “**City**”) and FIF UTAH a Delaware limited liability company, dba **Utah Broadband**, (“**Franchisee**” or “**UBB**”).

WHEREAS, UBB, has requested that the City grant it the right to install, operate, and maintain a communications system within the public ways of the City; and

WHEREAS, the City has found it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to the Franchisee; and

WHEREAS, the City has the authority under Article 1, Section 23 of the Constitution of the State of Utah and the statutes of the United States and the State of Utah to grant franchises for the use of its streets and other public properties; and

WHEREAS, the City is willing to grant the rights requested subject to certain terms and conditions, as follows:

**Section 1. Definitions.** For the purposes of this franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

A. “Affiliate” means the entity which owns or controls, is owned or controlled by, or is under common ownership with the Franchisee.

B. “Communication(s) Service” shall mean any communications services, communications capacity, or dark fiber, provided by the Franchisee using its Communication System or facilities, either directly or as a carrier for its subsidiaries, affiliates, or any other person engaged in Communication Service, including but not limited to, the transmission of voice, data, or other electronic information, facsimile reproduction, burglar alarm monitoring, meter reading, and home shopping, or other subsequently developed technology that carries an electronic signal over fiber optic cable or wireless antennas. Communication Service shall also include wireless and fiber optic transmission services to residents, firms, businesses, or institutions within the City.

C. “Communication System” or “Facilities” shall mean the Franchisee’s fiber optic and/or wireless system constructed and operated within the City’s public ways and shall include all Franchisee’s cables, wires, fibers, antennas, conduits, ducts, pedestals, and any associated converter, equipment, enclosures or other facilities within the City’s public ways

designed and constructed for the purpose of providing Communication Service.

D. "City" means the City of Hooper, Utah.

E. "FCC" means the Federal Communications Commission, or any successor governmental entity hereto.

F. "Franchise" shall mean the initial authorization, or renewal thereof granted by the City, through this agreement and ordinance, which authorizes construction and operation of the Franchisee's Communication System and associated Facilities for the purpose of offering Communications Service.

G. "Franchisee" means FIF Utah, LLC (d/b/a Utah Broadband), a Delaware limited liability company, or the lawful successor, transferee, assignee, or affiliate thereof.

H. "Person" means an individual, partnership association, joint stock company, trust, corporation, or governmental entity.

I. "Public Way" shall mean all present and future roads, streets, alleys, highways and other public rights-of-way within City limits.

J. "Service Area" means the boundaries of the City.

**Section 2. Authority Granted.** The City hereby grants to the Franchisee, its heirs, successors, legal representatives, affiliates, subject to the terms and conditions hereinafter set forth, the right, privilege and authority to utilize the public ways of the City for construction and operation of the Franchisee's Communications System and to acquire, construct, operate, maintain, replace, use, install, remove, repair, reconstruct, inspect, sell, lease, transfer, or to otherwise utilize in any lawful manner, all necessary equipment and facilities thereto for the Franchisee's Communications System, and to provide Communications Service.

**Section 3. Construction Permits Required.**

A. Prior to site specific location and installation of any portion of its Communications System within a public way, the Franchisee shall apply for and obtain a construction permit pursuant to the ordinances of the City presently existing or as amended from time to time.

B. Unless otherwise provided in said permit, the Franchisee shall give the City at least 48 hours' notice of the Franchisee's intent to commence work in the public ways. The Franchisee shall file plans or maps with the City showing the proposed location of its Communication Facilities and pay all duly established permit and inspection fees associated with the processing of the permit. In no case shall any work commence within any public way without said permit except as otherwise provided in this franchise.

**Section 4. Grant Limited to Occupation.** Nothing contained herein shall be construed to grant or convey any right, title, or interest in the public ways of the City to the Franchisee nor shall anything contained herein constitute a warranty of title.

**Section 5. Term of Franchise.** The franchise granted to FRANCHISEE shall be for a period of ten (10) years commencing on the first day of the month following the effective date of the Ordinance granting a Franchise to the FRANCHISEE. At the end of the initial ten (10) years, the franchise granted herein may be renewed by the FRANCHISEE upon the same terms and conditions as contained herein and in the Franchise Ordinance (plus any amendments to the Excavation Ordinance, any Franchise Ordinance, the Franchise Agreement, or any other applicable law) for an additional five (5) year term, by providing to the CITY written notice of the FRANCHISEE's intent to renew not less than ninety (90) calendar days before the expiration of the then existing franchise term.

**Section 6. Non-Exclusive Grant.** This Franchise shall not in any manner prevent the City from entering into other similar agreements or granting other or further franchises in, under, on, across, over, through, along or below any of said public ways of the City. However, the City shall not permit any such future Franchisee to physically interfere with the Franchisee's Communication Facilities. In the event that such physical interference or disruption occurs, the City Engineer may assist the Franchisee and such subsequent Franchisee in resolving the dispute. Further, this franchise shall in no way prevent or prohibit the City from using any of its public ways or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new public ways all in compliance with this contract.

**Section 7. Franchise Fee.** Currently FRANCHISEE will pay no CITY imposed tax. In the future if FRANCHISEE's operations qualify for a tax under the Utah Telecommunication License Tax Act or other similar state code provision, the City reserves the right to impose the authorized tax.

**Section 8. Service to Public Buildings.** The FRANCHISEE shall, upon request, provide without charge, one outlet of Standard Service to City offices, pump station(s), cemetery buildings, fire station(s), police station(s), and other Franchising Authority buildings that are passed by its Fiber System. The outlets of Standard Services shall not be used to sell services in or throughout such buildings, nor shall such outlets be located in areas open to the public unless password protected. Users of such outlets shall hold the FRANCHISEE harmless from any and all liability or claims arising out of their use of such outlets, including but not limited to, those arising from copyright liability.

**Section 9. Maps and Records.** After construction is complete, the Franchisee shall provide the City with accurate copies of as-built plans and maps in a form and content prescribed by the City Engineer. These plans and maps shall be provided at no cost to the City and shall include hard copies and digital copies in a format specified by the City Engineer.

**Section 10. Work in Public Ways.**

A. During any period of relocation, construction, or maintenance, all surface structures, if any, shall be erected and used in such places and positions within said public ways and other public properties so as to interfere as little as possible with the free passage of traffic and the free use of adjoining property. The Franchisee shall, at all times, post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Utah.

B. The Franchisee shall cooperate with the City and all other persons with authority from the City to occupy and use the public ways of the City in coordinating construction activities and joint trenching projects. By March 1<sup>st</sup> of each calendar year, the Franchisee shall provide the City with a schedule of its proposed construction activities in, around, or that may affect the public ways of the City. The Franchisee shall also meet with the City and other grantees, franchisees, permittees, and other users of the public ways of the City annually or as determined by the City to schedule and coordinate construction activities. The City Engineer shall coordinate all construction locations, activities and schedules to minimize public inconvenience, disruption, or damage to the public ways of the City.

C. If either the City or the Franchisee shall at any time after the installation of the facilities plan to make excavations in an area covered by this franchise and as described in this section, the party planning such excavation shall afford the other upon receipt of written request to do so an opportunity to share such an excavation provided that: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and (3) either party may deny such request for safety reasons or if their respective uses of the trench are incompatible.

**Section 11. Restoration after Construction.** The Franchisee shall, after the installation, construction, relocation, maintenance, removal or repair of its Communication Facilities within the public ways restore the surface of said public ways and any other City-owned property that may be disturbed by the work to at least the same condition the public way or City-owned property was in immediately prior to any such installation, construction, relocation, maintenance or repair, reasonable wear and tear excepted. The Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the public ways or other affected area at its sole cost and expense according to the time and terms specified in the construction permit issued by the City in accordance with the applicable ordinances of the City.

**Section 12. Emergency Work Permit Waiver.** In the event of any emergency in which any of the Franchisees' Communication Facilities located in, above, or under any public way break, are damaged, or if the Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, the Franchisee shall immediately take proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without

first applying for and obtaining a permit as required by this franchise. However, this shall not relieve the Franchisee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. The Franchisee shall notify the City by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the City Hall is open for business.

**Section 13. Relocation.** In the event that at any time during the period of this franchise, the City shall lawfully elect to alter or change any street, alley, public utility easement, bridge, culvert or other public way requiring the relocation of Franchisee's Facilities, then in such event, Franchisee, upon reasonable notice by the City, shall, as quickly as reasonably possible, remove, relay and relocate the same at its own expense; except that Franchisee shall, in all cases, have the right, in Franchisee's sole discretion, to abandon its Facilities in place, in lieu of relocation. If a City project is funded by federal or state monies that include an amount allocated to defray the expenses of Relocation of Facilities, then the City shall compensate FRANCHISEE up to the extent of such amount for any Relocation costs mandated by the project to the extent that the City actually receives such federal or state funds.

In the event the City requests relocation efforts from the Franchisee for aesthetic purposes, as outlined in the franchise ordinance, the City agrees to pay all costs associated with relocation. Franchisee shall not be required to pay for the relocation of Franchisee's Facilities, and may require advance payment for costs and expense, to the extent such removal or relocation is requested solely for aesthetic purposes, in cases where the original location of the Franchisee Facilities was approved by the City through the permitting process.

Franchisee shall, upon the request of any person holding a building moving permit issued by the City, temporarily raise or lower its lines to permit the moving of the building, provided: (a) the expense of such temporary removal shall be paid by the person(s) requesting the same, and Franchisee shall have the authority to require payment in advance; and (b) the Franchisee is given not less than five (5) business days' advance notice to arrange for such temporary line changes.

**Section 14. Trimming.** Franchisee shall have the authority to trim trees upon and overhanging all streets, alleys, public utility easements, sidewalks and public places of the City so as to prevent the branches of such trees from coming into contact with Franchisee's Facilities. Franchisee shall, when practical, provide notice to the City and to any property owner before commencing such work. Franchisee shall not be required to provide notice in advance of such work in emergency conditions.

**Section 15. Dangerous Conditions.** Whenever construction, installation or excavation of the Communication Facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public street, utilities or City-owned property, the City Engineer may reasonably request the Franchisee to take action to protect the public, adjacent public places, City-owned property, streets, utilities and public ways. Such action may include



compliance within a prescribed time. In the event that the Franchisee fails or refuses to promptly take the actions directed by the City or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, utilities, public ways to maintain the lateral support thereof or actions regarded as necessary safety precautions and the Franchisee shall be liable to the City for the reasonable costs thereof.

**Section 16. Non-Liability of City for Acts of Franchisee.** The City shall not at any time become liable or responsible to any person, firm, corporation, or individual for any damage or injury, including loss of life or loss by reason of the activities of Franchisee under this franchise, and Franchisee hereby indemnifies the City and holds it harmless against all such liabilities, loss, cost, damage, or expense, including cost of defense, which may be incurred by the City by reason of the exercise or arising out of the implementations of this franchise. The Franchisee's obligation to indemnify the City is not limited or waived in any way by compliance or non-compliance with the insurance requirements of this ordinance. The Franchisee will be required to indemnify the City to the fullest extent allowed by law, regardless of whether the Franchisee has sufficient insurance to cover this obligation.

**Section 17. Insurance.** Prior to commencing operations in the CITY pursuant to this Agreement, the FRANCHISEE shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. Any and all insurance shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

The liability insurance policies required by this section shall be maintained by the Franchisee throughout the term of this franchise and such other period of time during which the Franchisee is operating without a franchise hereunder, or is engaged in the removal of its Communication System. Payment of deductibles shall be the sole responsibility of the Franchisee.

**Section 18. Rights Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between the FRANCHISEE and the CITY, or by revocation or forfeiture, the FRANCHISEE shall abandon its System within the CITY and at the CITY's request, unless some other arrangement is made with the CITY, remove from the Rights-of-Way any and all of FRANCHISEE's System which exists above ground. In such event, it shall be the duty of the FRANCHISEE, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected. Notwithstanding anything to the contrary set forth in this Agreement, FRANCHISEE may abandon any underground system in place so long as it does not materially interfere with the use of the rights-of-way.

**Section 19. Modification.** The City and the Franchisee hereby reserve the right to alter, amend, or modify the terms and conditions of this franchise upon the written agreement of both parties to such alteration, amendment or modification. Said modifications shall be approved by the City and accepted by the Franchisee consistent with this section herein.

**Section 20. Forfeiture and Revocation.**

A. This franchise may be terminated for failure by Franchisee to comply with the material provisions hereof and other provisions of the City ordinances.

B. If the City has reason to believe that the Franchisee is in violation of this franchise or other provisions of the City ordinances, the following procedures shall be followed by the City:

(1) The City shall provide the Franchisee with a detailed, written notice by certified mail detailing the violation, the steps necessary to cure such violation, and the time period within which the violation must be cured. Within thirty (30) days thereafter, Franchisee shall respond demonstrating that no violation occurred, that any problem has been corrected, or with a proposal to correct the problem within a specified period of time.

(2) Franchisee may request an extension of time to cure an alleged violation if construction is suspended or delayed by the City or where unusual weather, natural consequences, extraordinary acts of third parties, or other circumstances which are reasonably beyond the control of the Franchisee delay progress, provided that the Franchisee has not, through its own actions or inactions, contributed to the delay.

(3) If said response is not satisfactory to the City, the City may declare the Franchisee to be in default with written notice by certified mail to Franchisee. Within ten (10) business days after notice to Franchisee, Franchisee may deliver to the City a request for a hearing before the City Council. If no such request is received, the City may declare the franchise terminated for cause.

(4) If Franchisee files a timely written request for hearing, such hearing shall be held within thirty (30) days after the City's receipt of the request therefor. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. Within ten (10) days after the hearing, the City Council on the basis of the record will make the determination as to whether there is cause for termination and whether the franchise will be terminated. The City Council may, in its sole discretion, fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period, or if the City Council does not grant any additional period, the City Council may, by resolution, declare the franchise to be terminated.

(5) If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction provided the Franchisee is otherwise in compliance with this franchise.

C. Franchisee shall not be deemed to be in default, failure, violation or noncompliance with any provision of this franchise where performance was rendered impossible due to an act of God, fire, flood, storm, or other element or casualty, theft, war, disaster, strike, lockout, boycott, prevailing war, or war preparation, or bona fide legal proceedings, beyond the

control of the Franchisee.

**Section 21. City Ordinances and Regulations.** Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the locations, elevation, manner or construction and maintenance of facilities by the Franchisee and the Franchisee shall promptly conform with all such regulations unless compliance would cause the Franchisee to violate other requirements of the law.

**Section 22. Survival.** All of the provisions, conditions and requirements of this franchise shall be in addition to any and all other obligations and liabilities the Franchisee may have to the City at common law, by statute, ordinance, or by contract. The provisions, conditions and requirements of Section 10 Work in Public Ways; 11 Restoration after Construction; 15 Dangerous Conditions; 16 Non-Liability of City for Acts of Franchisee; 17 Insurance; 18 Rights Upon Expiration or Revocation; and any other provision to which this sentence should, by its nature, apply, shall survive the expiration or termination of this franchise and any renewals or extensions thereof and remain effective until such time as the Franchisee removes its Communication Facilities from the public ways, transfers ownership of said facilities to a third party, or abandons said system in place as provided herein, plus the duration of any applicable statute of limitations or other legal principle that would create continuing liability or responsibility if applied. All of the provisions, conditions, regulations and requirements contained in this franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives, and assigns of the Franchisee and all privileges as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

**Section 23. Severability.** If any section, sentence, clause or phrase of this franchise shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this franchise, unless the invalidation of the term materially alters this franchise. If the invalidation of the term materially alters the franchise, then the parties shall negotiate in good faith to modify the franchise to match, as closely as possible, the original intent of the parties.

**Section 24. Assignment.** This franchise may not be assigned or transferred without prior written notice to the City except that the Franchisee may freely assign this franchise without notice in whole or in part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such notice shall not be required unless and until the secured party elects to realize upon the collateral.

Franchisee may, without the prior written notice to the City: (1) lease the facilities or any portion thereof to another; (2) grant an indefeasible right of user interest in the facilities or

any portion thereof to another; or (3) offer to provide capacity or bandwidth in its facilities to another, provided that Franchisee at all times retains exclusive control over such facilities and remains responsible for locating, servicing, repairing, relocating, or removing its facilities pursuant to the terms and conditions of this franchise.

**Section 25. Notice.** Any notice or information required or permitted to be given to the parties under this franchise may be sent to the following addresses unless otherwise specified:

City:

City Mayor  
5580 West 4600 South  
Hooper, Utah 84315

Franchisee:

Utah Broadband  
14015 S. Minuteman Drive  
Draper, Utah 84020  
Attn: CEO

Notice shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the U.S. mail in the case of regular mail, or next day in the case of overnight delivery.

**Section 26. Entire Agreement.** This agreement and the related franchise constitute the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon approval and acceptance of this franchise. Provided further that the City and the Franchisee reserve all rights they may have under the law to the maximum extent possible and neither the City nor the Franchisee shall be deemed to have waived any rights they may have or may acquire in the future by entering into this franchise.

**Section 27. Attorney's Fees.** In the event of any controversy, claim or action being filed or instituted between the CITY and FRANCHISEE relating to or arising out of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs through all levels of action incurred by the prevailing party.

**Section 28. Governing Law/Venue.** This franchise shall be governed by and construed in accordance with the laws of the State of Utah. The venue and jurisdiction over any dispute related to this franchise shall be with the Utah State Court in Weber County or with respect to any federal question, with the United States District Court for the District of Utah in Salt Lake City, Utah.

(Signatures on following page)

SIGNED AND ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

“CITY”  
HOOPER CITY

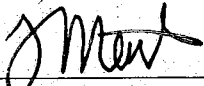
By: \_\_\_\_\_  
Dale R. Fowers, Mayor

ATTEST:

\_\_\_\_\_  
Whittney Black, City Recorder

“FRANCHISEE”

FIF Utah, LLC, a Utah Limited Liability Company

By:  \_\_\_\_\_  
Taunya Martin, President

# FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter “Agreement”) is entered into by and between the Hooper City, Utah (hereinafter “CITY”), a municipal corporation and political subdivision of the State of Utah, and Connex Networks LLC (hereinafter “FRANCHISEE”), a Limited Liability Company with its principal offices at 2655 G Avenue, Ogden, Utah 84401.

## WITNESSETH:

WHEREAS, the FRANCHISEE desires to provide telecommunications services (hereinafter “System”) within the CITY and in connection therewith to establish a telecommunications network within the present and future rights-of-way of the CITY; and,

WHEREAS, the CITY has enacted Title 5, Chapter 5 of the City Code (hereinafter “Excavation Ordinance”) which governs the use of City right-of-ways, and has adopted City Code Title 12, Chapter 3, approving a franchise with FRANCHISEE; and,

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to allow the FRANCHISEE a nonexclusive franchise to operate a telecommunications network in the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and the FRANCHISEE agree as follows:

## **ARTICLE 1. FRANCHISE ORDINANCE, AGREEMENT AND EXCAVATION ORDINANCE.**

**1.1 Agreement.** Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and FRANCHISEE.

**1.2 Ordinance.** The CITY has adopted an Excavation Ordinance which is attached to this Agreement as Exhibit “A” and incorporated herein by reference and has approved this Agreement by Ordinance (Ordinance No. \_). The FRANCHISEE acknowledges that it has had an opportunity to read and become familiar with the Excavation Ordinance and the Franchise Granting Ordinance. The parties agree that the provisions and requirements of the Excavation Ordinance, and the Franchise Granting Ordinance are material terms of this Agreement, and that each party hereby agrees to comply with the terms thereof. The definitions in the Excavation Ordinance shall apply herein unless a different meaning is indicated.

**1.3 Ordinance Amendments.** The CITY reserves the right to amend the Excavation Ordinance at any time and to adopt other ordinances related to franchising. The CITY shall give the FRANCHISEE notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between the FRANCHISEE's rights and obligations under the Excavation Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its original term. Otherwise, the FRANCHISEE agrees to comply with any such amendments.

**1.4 Franchise Description.** The Agreement provided hereby shall confer upon the FRANCHISEE a nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public municipal Rights-of-Way in the City. The Agreement does not grant to the FRANCHISEE the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the FRANCHISEE from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the FRANCHISEE's System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

**1.5 Licenses.** The FRANCHISEE acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement.

**1.6 Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

## **ARTICLE 2. FRANCHISE FEE.**

**2.1 Franchise Fee.** Currently FRANCHISEE will pay no CITY imposed tax. In the future if FRANCHISEE's operations qualify for a tax under the Utah Telecommunication License Tax Act or other similar state code provision, the City reserves the right to impose the authorized tax.

**2.2 Equal Treatment.** CITY agrees, within the guidelines of then-existing Utah law, to impose and collect from any third-party competitor of FRANCHISEE a fee similar to that stated in this Agreement or will otherwise contract in such a way so as not to provide any unfair benefit to such future competitor.

**2.3 Service to Public Buildings.** The FRANCHISEE shall, upon request, provide without charge, one outlet of Standard Service to City offices, pump station(s), cemetery buildings, fire station(s), police station(s), and other Franchising Authority buildings that are passed by its Fiber System. The outlets of Standard Services shall not be used to sell services in or throughout such buildings, nor shall such outlets be located in areas open to the public unless password protected. Users of such outlets shall hold the FRANCHISEE harmless from any and



all liability or claims arising out of their use of such outlets, including but not limited to, those arising from copyright liability.

### **ARTICLE 3. TERM AND RENEWAL.**

3.1 **Term and Renewal.** The franchise granted to FRANCHISEE shall be for a period of ten (10) years commencing on the first day of the month following the date of the Franchise granting ordinance, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by the FRANCHISEE upon the same terms and conditions as contained in this Agreement (plus any amendments to the Excavation Ordinance, any Franchise Ordinance, this Agreement and/or any other applicable law) for an additional five (5) year term, by providing to the CITY's representative designated herein written notice of the FRANCHISEE's intent to renew not less than ninety (90) calendar days before the expiration of the then existing franchise term.

3.2 **Rights Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between the FRANCHISEE and the CITY, or by revocation or forfeiture, the FRANCHISEE shall abandon its System within the CITY and at the CITY's request, unless some other arrangement is made with the CITY, remove from the Rights-of-Way any and all of FRANCHISEE'S System which exists above ground. In such event, it shall be the duty of the FRANCHISEE, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected. Notwithstanding anything to the contrary set forth in this Agreement, FRANCHISEE may abandon any underground system in place so long as it does not materially interfere with the use of the rights-of-way.

### **ARTICLE 4. POLICE POWERS.**

The CITY expressly reserves, and the FRANCHISEE expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

### **ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY.**

5.1 **Meet to Confer.** The FRANCHISEE and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the FRANCHISEE conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, the FRANCHISEE and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

- (a) This option to meet and confer includes an agreement to make changes to this agreement to conform with provisions included in similar contracts with other cities/counties in the area that CITY would like included in its agreement.

5.2 **Relocation.** In the event that at any time during the period of this franchise, the City shall lawfully elect to alter or change any street, alley, public utility easement, bridge, culvert or other public way requiring the relocation of Franchisee's Facilities, then in such event, Franchisee, upon reasonable notice by the City, shall, as quickly as reasonably possible, remove, relay and relocate the same at its own expense; except that Franchisee shall, in all cases, have the right, in Franchisee's sole discretion, to abandon its Facilities in place, in lieu of relocation. If a City project is funded by federal or state monies that include an amount allocated to defray the expenses of Relocation of Facilities, then the City shall compensate FRANCHISEE up to the extent of such amount for any Relocation costs mandated by the project to the extent that the City actually receives such federal or state funds.

In the event the City requests relocation efforts from the Franchisee for aesthetic purposes, as outlined in the franchise ordinance, the City agrees to pay all costs associated with relocation. Franchisee shall not be required to pay for the relocation of Franchisee's Facilities, and may require advance payment for costs and expense, to the extent such removal or relocation is requested solely for aesthetic purposes, in cases where the original location of the Franchisee Facilities was approved by the City through the permitting process.

Franchisee shall, upon the request of any person holding a building moving permit issued by the City, temporarily raise or lower its lines to permit the moving of the building, provided: (a) the expense of such temporary removal shall be paid by the person(s) requesting the same, and Franchisee shall have the authority to require payment in advance; and (b) the Franchisee is given not less than five (5) business days' advance notice to arrange for such temporary line changes.

5.3 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided, that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Excavation Ordinance, and the City's Excavation Permit Ordinance. For the FRANCHISEE, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Excavation Ordinance, and the CITY's Excavation Permit Ordinance.

**ARTICLE 6. EARLY TERMINATION, REVOCATION OF FRANCHISE  
AND OTHER REMEDIES.**

6.1 **Grounds for Termination.** The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The FRANCHISEE fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure; or,

(b) The FRANCHISEE, by act or omission, violates a material duty herein set forth in any particular within the FRANCHISEE's control, and with respect to which full redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the FRANCHISEE notice of such determination, the FRANCHISEE, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such ninety (90) day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, the FRANCHISEE shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the ninety (90) day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the FRANCHISEE; or,

(c) The FRANCHISEE becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the FRANCHISEE within sixty (60) days.

6.2 **Reserved Rights.** Nothing contained herein shall be deemed to preclude the FRANCHISEE from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

6.3 **Remedies at Law.** In the event the FRANCHISEE or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or the FRANCHISEE, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement. In the event of any controversy, claim or action being filed or instituted between the CITY and FRANCHISEE relating to or arising out of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs through all levels of action incurred by the prevailing party.

6.4 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and the FRANCHISEE. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

6.5 **Assignment.** This Agreement may not be assigned by FRANCHISEE except to a wholly owned subsidiary of FRANCHISEE without the prior written consent of the CITY, which consent shall not be unreasonably withheld.

## ARTICLE 7. PARTIES' DESIGNEES.

7.1 **CITY designee and Address.** The Mayor or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein, all notices from the FRANCHISEE to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at 5580 W 4600 S., Hooper, UT 84315, or such other officer and address as the CITY may designate by written notice to the FRANCHISEE.

7.2 **FRANCHISEE Designee and Address.** The FRANCHISEE's designated agent, officer or representative or designee(s) shall serve as the FRANCHISEE's representative regarding administration of this Agreement. Unless otherwise specified herein, all notices from the CITY to the FRANCHISEE pursuant to or concerning this Agreement, shall be delivered to FRANCHISEE's headquarter offices at 2655 G Avenue, Ogden, Utah 84401, and such other office as the FRANCHISEE may designate by written notice to the CITY.

7.3 **Failure of Designee.** The failure or omission of the CITY's or FRANCHISEE's representative to act shall not constitute any waiver or estoppels by the CITY or FRANCHISEE.

## ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 **Insurance.** Prior to commencing operations in the CITY pursuant to this Agreement, the FRANCHISEE shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the FRANCHISEE is effectively self-insured if the FRANCHISEE has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the FRANCHISEE from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

8.2 **Indemnification.** The FRANCHISEE agrees to indemnify, defend and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the FRANCHISEE's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give

written notice to the FRANCHISEE of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit the FRANCHISEE to assume the defense of such with counsel of the FRANCHISEE's choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the FRANCHISEE shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

## ARTICLE 9. INSTALLATION

9.1 **Coordinated Installation.** In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, FRANCHISEE shall coordinate with the CITY and other FRANCHISEEs or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way. The CITY is under no obligation to postpone these other installations, repairs or maintenance of facilities if the FRANCHISEE is not able to meet the CITY's schedule.

9.2 **Underground Installation.** Notwithstanding the provisions of Article 1.3 and 1.4 of this Agreement, FRANCHISEE expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances including the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require FRANCHISEE to convert existing overhead facilities to underground facilities until and unless other similarly situated FRANCHISEEs in the same location are required to do so.

## ARTICLE 10. GENERAL PROVISIONS

10.1 **Binding Agreement.** The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

10.2 **Utah Law.** This Agreement shall be interpreted pursuant to Utah law, and any dispute regarding this Agreement shall be litigated in the Utah Courts.

10.3 **Time of Essence.** Time shall be of the essence of this Agreement.

10.4 **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

10.5 **No Presumption.** Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

10.6 **Amendments.** This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

10.7 **Additional Agreements.** Both parties are not precluded from entering into other legal agreements pertaining to the telecommunications systems noted within this agreement.

10.8 **Binding Agreement.** This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

SIGNED AND ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

“CITY”  
HOOPER CITY

By: \_\_\_\_\_  
Dale R. Fowers, Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

“FRANCHISEE”

Connex Networks LLC, a Utah Limited Liability Company

By: \_\_\_\_\_  
David Brown, Chief Executive Officer

**INTERLOCAL COOPERATION AGREEMENT  
FOR THE DISTRIBUTION OF CORONAVIRUS STATE AND LOCAL RECOVERY  
FUNDS FOR THE CONSTRUCTION OF A NEW CHILDREN’S JUSTICE CENTER**

This agreement is made by and between Weber County (“County”) and Hooper City (“City”), individually referred to as “Party” and jointly referred to as “Parties,” pursuant to the provisions of the Interlocal Cooperation Act, §§ 11-13-101 et seq., Utah Code Annotated, 1953, as amended.

**RECITALS**

**WHEREAS**, County and City have received Coronavirus State and Local Fiscal Recovery Funds (“SLFRF funds”) from the United States Treasury (“Treasury”) and the State of Utah under the American Rescue Plan Act (“ARPA”); and

**WHEREAS**, the purpose of SLFRF funds is to mitigate the public health and economic impacts of the COVID-19 pandemic by maintaining vital public services and to build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity; and

**WHEREAS**, the Treasury, in its final interim rule governing SLFRF funds eligibility, has found that crime and violence has increased in communities due to the pandemic; and

**WHEREAS**, the Treasury has determined that funding community violence intervention programs and trauma recovery services for victims of crime are an eligible use for SLFRF funds; and

**WHEREAS**, the State of Utah, pursuant to Utah Code Ann. 67-5b-101 et seq., has established the Children’s Justice Center Program to provide a comprehensive, multidisciplinary, intergovernmental response and services to victims of child abuse; and

**WHEREAS**, the Weber/Morgan Children’s Justice Center (“CJC”) was established to not only provide a neutral, child-friendly program where interviews are conducted and services are provided to facilitate the effective and appropriate disposition of child abuse cases, but to establish and maintain a multidisciplinary team to aid in the delivery of as many services as possible to child abuse victims and their families; and

**WHEREAS**, the CJC is a community resource that benefits all residents residing within Weber County and Morgan County; and

**WHEREAS**, the demand for CJC services has steadily increased over the years and the capacity to provide those services has reached a point where it is no longer feasible to do so at the CJC’s current location; and

**WHEREAS**, the County, municipalities, and various community stakeholders, such as the Friends of the Children’s Justice Center and Ogden School District, have come together in an effort to construct a new, centrally-located CJC building capable of providing these vital community services well into the future; and



**WHEREAS**, a parcel of land currently owned by the Ogden School District located at 1845 Jackson Avenue, in Ogden, Utah, has been selected a suitable site for the construction of a new CJC building; and

**WHEREAS**, the County and Ogden City have agreed to rezone the property to specifically allow the CJC to be constructed and to operate on the parcel (a copy of the draft development agreement is attached as Exhibit A); and

**WHEREAS**, construction costs for the new CJC building are to be made up of SLFRF contributions from participating municipalities, proceeds from the sale of the current CJC building, and contributions from other generous community stakeholders and supporters of the CJC;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

### **SECTION ONE SCOPE**

1. County will commit approximately \$1,000,000 (one million) toward the construction of a new CJC with its allocated SLFRF funds.
2. City will contribute a portion of its SLFRF funds in the amount of \$23,150.00 toward the building of a new CJC. City's contribution amount was determined by the average percentage of case referrals by the City to the CJC for services over the past three years.
3. City shall deposit its contribution with the Weber County Treasurer. City's contribution shall remain on deposit with the County and not be dispersed until the following occurs:
  - a. Ogden School District has recorded a conveyance of the parcel to the County;
  - b. County has received all necessary zoning and subdivision approvals from Ogden City that will allow construction to move forward; and
  - c. County has a received a signed agreement from the Friends of the Children's Justice Center that proceeds from the sale of the current CJC building will be allocated toward the construction of the new CJC building.
4. County shall only use SLFRF funds to cover eligible expenses that are necessary for the completion of the new CJC building. These expenses must be incurred by December 31, 2024 and paid in full by December 31, 2026.
5. Once construction is complete, County will own and operate the new CJC in accordance with state statute.

### **SECTION TWO**

## **TERM OF AGREEMENT**

1. The term of this agreement begins on the date it is fully executed by the Parties and will remain in effect until County has completed all applicable administrative actions, reporting requirements, and any other project work required under ARPA and the Treasury's final rule pertaining to the use of SLFRF funds.

## **SECTION THREE REIMBURSEMENT FOR SERVICES PROVIDED**

1. County agrees that it will not receive any compensation from the City for services provided under this agreement.

## **SECTION FOUR RECORDS**

1. All records created or received by County in accordance with this agreement shall be County records. County agrees to keep all records in a manner approved by the County Auditor and agrees that said records shall be open for examination by the City at any reasonable time. County shall retain records associated with the project for a period required by state or federal law, whichever is greater.

## **SECTION FIVE REPORTING REQUIREMENTS**

1. County shall submit such reports and adhere to all conditions and obligations as required by the City, including but not limited to, SLFRF Reporting requirements.

## **SECTION SIX INDEMNIFICATION**

1. County agrees to indemnify and hold City and its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of County in its provision of services pursuant to the terms of this agreement. The provisions of this paragraph shall survive termination of this agreement.
2. City agrees to indemnify and hold the County and its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of the City in its provision of services pursuant to the terms of this agreement. The provisions of this paragraph shall survive termination of this agreement.
3. Notwithstanding the foregoing, County and City are governmental entities under the

Governmental Immunity Act of Utah (Utah Code § 63G-7-101, *et seq.*) (“Governmental Immunity Act”). Neither County nor City waives any defenses or limitations of liability otherwise available under the Governmental Immunity Act, and they all maintain all privileges, immunities, and other rights granted by the Governmental Immunity Act.

## **SECTION SEVEN ADMINISTRATION**

1. This agreement does not contemplate any separate legal entity to provide for its administration and none shall be required. The agreement shall be administered by the governing bodies of the participating Parties.

## **SECTION EIGHT MISCELLANEOUS**

1. Amendment. This agreement shall not be modified or amended except in writing, which shall be signed by duly authorized representatives of the County and City.
2. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act, the Parties hereby agree as follows:
  - a. This agreement shall not be effective until approved by resolutions of the governing bodies of the County and the City.
  - b. This agreement shall be submitted to an authorized attorney for each Party who shall approve the agreement as being in proper form and compatible with the laws of the State of Utah.
  - c. The Parties agree that a signed copy of this agreement will be filed with the keeper of the public records of each entity.
  - d. The Parties agree that they are not creating an interlocal entity by this agreement.
4. Further Assurance. Each of the Parties agrees to cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.
5. Severability. If any provision of this agreement shall be held invalid or unenforceable by any court or as a result of future legislative action, the remaining provisions of this agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this agreement. In lieu of such illegal, invalid or unenforceable provision, the Parties shall use commercially reasonable efforts to negotiate in good faith to insert a substitute, legal, valid, and enforceable provision that most nearly reflects the Parties’ intent in entering into this agreement.
6. Governing Law. This agreement is made and entered into subject to the provisions of the

laws of the State of Utah, which laws shall control the enforcement of this agreement. The Parties also recognize that certain federal laws may be applicable. In the event of any conflict between the terms of this agreement and any applicable state or federal law, the state or federal law shall control.

7. Headings. The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.
8. Counterparts. This agreement may be executed in any number of counterparts, all of which together shall serve as one agreement.
9. Entire Agreement. This document contains the entire agreement and understanding between the Parties and constitutes the entire agreement with respect to the specific issues contained herein and supersedes any and all prior written or oral representations and agreements.

*[signatures on the following pages]*

**BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY**

By \_\_\_\_\_  
Scott K. Jenkins, Chair

Date \_\_\_\_\_

ATTEST:

Approved as to form and for  
compliance with state law:

\_\_\_\_\_  
Weber County Clerk/Auditor

\_\_\_\_\_  
Weber County Attorney's Office

**HOOPER CITY**

By \_\_\_\_\_  
, Mayor

Date \_\_\_\_\_

ATTEST:

Approved as to form and for  
compliance with state law:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
City Attorney

# EXHIBIT A

**AGREEMENT FOR DEVELOPMENT OF LAND**  
**At 1845 Jackson Avenue, Ogden, Utah**

This Agreement for Development of Land, hereinafter referred to as "the AGREEMENT," entered into this \_\_\_day of 20\_\_\_, between Ogden City Corporation, a Utah municipal corporation, hereinafter referred to as "the CITY," and Weber County, Utah, hereinafter referred to as "DEVELOPER."

**RECITALS**

**WHEREAS**, in furtherance of the objectives of the Ogden City General Plan, the CITY has considered an application for a zone change on certain real property located at approximately 1845 Jackson Avenue, in Ogden City, which property is hereinafter referred to as the "SUBJECT AREA," from its present zoning Single-Family Residential (R-1-5) and Open Space (O-1) to Community Commercial, Conditional Overlay (C-2 (CO)) in accordance with the provisions and requirements of Chapter 15-29 of the CITY's zoning ordinance;

**WHEREAS**, DEVELOPER has presented to the CITY a general proposal for development in the SUBJECT AREA, which provides for development in a manner consistent with the Ogden City General Plan;

**WHEREAS**, DEVELOPER represents that it is the owner, or will obtain ownership, of the real property located in the SUBJECT AREA;

**WHEREAS**, DEVELOPER desires approval by the City Council of the C-2 (CO) zoning for the SUBJECT AREA;

**WHEREAS**, the CITY is willing to grant the approval of such rezoning subject to DEVELOPER agreeing to certain requirements and restrictions of use and development within the SUBJECT AREA, which requirements and restrictions are intended to:

1. Eliminate potential uses otherwise allowed under the C-2 zone, the development of which would not be consistent with the General Plan, and
2. Provide protection to surrounding property and associated property values;

**WHEREAS**, the CITY believes that the development in the SUBJECT AREA pursuant to the terms of this AGREEMENT is in the vital and best interests of the City and the health, safety, morals, and welfare of its residents;

**WHEREAS**, DEVELOPER agrees and desires to proceed with the development and use of the SUBJECT AREA subject to the terms and conditions of this AGREEMENT.

**NOW, THEREFORE**, each of the parties hereto, for and in consideration of the premises and agreement of the other party hereto, does hereby covenant and agree as follows:



**ARTICLE 1  
DEFINITIONS**

The following terms have the meaning and content set forth in this ARTICLE I, wherever used in this AGREEMENT:

1.01 "CITY." The "CITY" shall mean Ogden City Corporation, a Utah municipal corporation. The principal office of the CITY is located at 2549 Washington Boulevard, Ogden City, Utah 84401.

1.02 "CONCEPT PLAN." The "CONCEPT PLAN" is the plan depicting the proposed development along with certain conditions and restrictions of development by the Ogden City Planning Commission and Ogden City Council, pursuant to the terms of this AGREEMENT, attached hereto as Attachment "B" and made a part of this AGREEMENT by this reference. The CONCEPT PLAN is not intended to depict the final site plan, which will need to be altered to comply with the requirements of the conditional use permit and any applicable zoning regulations.

1.03 "DEVELOPER." "DEVELOPER" shall mean Weber County, Utah, or its successors and assigns.

1.04 "PROPOSED DEVELOPMENT". The "PROPOSED DEVELOPMENT" includes the development of the SUBJECT AREA and the construction of an institutional building as generally reflected on the CONCEPT PLAN.

1.05 "SUBJECT AREA". The "SUBJECT AREA" shall mean the parcel of real property located generally at 1845 Jackson Avenue, as legally described and depicted on the attached Attachment "A", consisting of approximately 84,080 square feet.

**ARTICLE II  
CONDITIONS PRECEDENT**

2.01 This AGREEMENT shall not take effect until:

A. The Ogden City Council has approved the AGREEMENT as a condition of such rezoning of the SUBJECT AREA to C-2 (CO) and the Mayor has executed this AGREEMENT on behalf of the CITY;

B. DEVELOPER acquires in fee simple ownership all the real property constituting the SUBJECT AREA for the purpose of binding the owners, their successors and assigns to the terms of this AGREEMENT.

C. DEVELOPER demonstrates to the satisfaction of the City Attorney that it is the owner of the subject area, for the purpose stated in paragraph B above, by delivering to the CITY a copy of the deed of the conveyance and a copy of the title policy or other documentation verifying that DEVELOPER is the sole owner of the property, or, if held in escrow, pending approval by the city Attorney, the deed to convey or conveying

the SUBJECT AREA to DEVELOPER and a copy of the title commitment and escrow instructions therefor.

**ARTICLE III  
DEVELOPER'S COVENANTS  
REGARDING FUTURE DEVELOPMENT AND USE**

3.01 DEVELOPER, and its successors and assigns, hereby waive the right to use or occupy the land comprised of the SUBJECT AREA or to use, occupy or erect thereon any building or structure designed, erected, altered, used, or occupied for any use not reasonably related to the following uses: a Children's Justice Center Program or a professional office for child counseling services.

3.02 DEVELOPER hereby waives the right to use, occupy or erect upon the SUBJECT AREA any structure designed, erected, altered, used, or occupied which does not comply with the following site development standards:

A. A single main building shall be constructed on the property not to exceed 15,000 square feet floor area and 2 ½ stories and 35 feet building height.

B. The main building shall be designed to appear to be residential building similar to those shown in Attachment B. The building and any accessory buildings comply with the design standards for single-family dwellings and accessory buildings shown in Ogden City Code 15-5-5 for the East Central District, other than building size as provided in subsection A above.

**ARTICLE IV  
CITY'S UNDERTAKINGS**

4.01 If this AGREEMENT is approved by the Ogden City Council as provided in Section 2.01, the zoning on the SUBJECT AREA shall change from its present zoning of R-1-5 and O-1 to C-2 (CO) by ordinance of the Ogden City Council subject only to the terms and conditions of this AGREEMENT. Upon execution of this AGREEMENT by the Mayor and DEVELOPER, such rezoning shall immediately take effect.

4.02 Upon written request from DEVELOPER, the zoning on the SUBJECT AREA shall revert to its prior zoning of R-1-5 and O-1, subject to the applicant demonstrating to the satisfaction of the Mayor that the use of the SUBJECT AREA as a Children's Justice Center Program or a professional office for child counseling services has ceased. The reversion of zoning shall take effect immediately upon such written determination by the Mayor, which shall not be unreasonably withheld. Improvements made subject to this agreement may remain, and thereafter the SUBJECT AREA may be used only for a permitted or conditional use as provided in the reverted zone.

**ARTICLE V**  
**GENERAL REQUIREMENTS AND RIGHTS OF THE CITY**

5.01 CITY Approval Required. The development plans, and any changes thereto, must be approved by the CITY pursuant to the requirements of the City zoning ordinance and all other applicable provisions of the Ogden City Municipal Code. In addition to any standards, requirements, or regulations imposed by City ordinance, the development plans shall also be reviewed by the CITY to determine compliance with the terms of this AGREEMENT and the CONCEPT PLAN approved herein. This approval is in addition to any required CITY approval which is directed to zoning, engineering or structural matters or compliance with building codes and regulations or applicable City, State or Federal law relating to land use or construction standards. The CITY's determination, respecting compliance with the terms of this AGREEMENT and the CONCEPT PLAN approved herein, shall be final; provided that DEVELOPER reserves all rights as to the appeal of any administrative determinations of the CITY.

5.02 Issuance of Permits. DEVELOPER shall have the sole responsibility for obtaining and/or seeing that all necessary permits are obtained and shall make application for such permits directly to the Ogden City Community Development Department and other appropriate departments and agencies. DEVELOPER shall timely submit and, prior to the date scheduled for construction, obtain building permit(s), and engineering permits as required, and thereafter diligently prosecute such work as is authorized in such permits. Failure to timely file and to diligently pursue the issuance of all permits shall be a breach of this AGREEMENT and grounds for termination of this AGREEMENT at the option of the CITY and the exercise of the remedies contained herein.

5.03 CITY Obligations Conditional. The obligations of the CITY, as set forth in this AGREEMENT, are subject to the condition that DEVELOPER shall not be in default of its obligations hereunder at any time; provided that obligations of CITY will continue upon DEVELOPER's cure of any such default in accordance with paragraph 6.01.

5.04 Completion Date. DEVELOPER agrees for itself, and its successors and assigns, to promptly begin and diligently prosecute to completion, the PROPOSED DEVELOPMENT of the SUBJECT AREA, through the obtaining of all necessary building and engineering permits. and after the issuance of such permits the subsequent construction of the improvements thereon, and that such permits shall be obtained and such construction shall in any event commence within two (2) years of the date of this AGREEMENT and, once commenced, be diligently pursued, and shall be completed no later than three (3) years from the date of this AGREEMENT.

5.05 Access to the SUBJECT AREA. The CITY, for the purpose of inspection, and whenever and to the extent necessary, to carry out the purposes of this and other sections or provisions of the AGREEMENT shall be permitted access to the SUBJECT AREA, so long as the same shall not unreasonably interfere with the use and development of the SUBJECT AREA consistent with the terms and conditions of this AGREEMENT.

## ARTICLE VI REMEDIES

6.01 Remedies Upon Default or Breach. In the event of any default in or breach of this AGREEMENT, or any of its terms or conditions, either party hereto or any permitted successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. If such default or breach cannot reasonably be cured within said thirty (30) day period, the party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such breach and shall continue diligently thereafter to cure or remedy such breach or default in a timely manner. In case such action is not taken, or diligently pursued, the aggrieved party may institute such proceedings as may be necessary or desirable in its option to:

A. Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations; or

B. Terminate this AGREEMENT. If DEVELOPER is the defaulting party, upon termination, the CITY may institute proceedings to change the zoning to the zoning designations that existed prior to the changing of the zoning to C-2 (CO).

6.02 Additional Remedies of CITY. Notwithstanding anything in this AGREEMENT to the contrary, it is agreed by the parties hereto that (unless due to the provisions of Section 6.04 below) if DEVELOPER fails to commence construction within three (3) years of the date of this AGREEMENT, the CITY shall have the right, but not the obligation, at the sole discretion of the CITY to terminate this AGREEMENT and the CITY may institute proceedings to change the zoning to the zoning designation that existed prior to the changing of the zoning to C-2 (CO),

6.03 Waiver of Objection and Hold Harmless. If CITY institutes proceedings to change the zoning to the original zoning designation in accordance with the provisions of this AGREEMENT, DEVELOPER, its successors, and assigns, hereby waives any objection to the zone change and hereby releases, indemnifies, and holds the CITY harmless from any actions that may be brought by DEVELOPER, its successors, and assigns, in respect of any such zoning change.

6.04 Enforced Delay Beyond Parties Control. For the purposes of any other provisions of this AGREEMENT, neither the CITY nor DEVELOPER, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the preparation of the SUBJECT AREA for development, the seeking or obtaining of permits, or beginning and completion of construction of improvements, or progress in respect thereto, in the event the enforced delay in the performance of such obligations are due to causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or unforeseeable delays of contractor or subcontractors due to such causes.

6.05 Extension by the CITY. The CITY, in writing, may extend the time for DEVELOPER's performance of any term, covenant, or condition of this AGREEMENT or permit the curing of any default upon such terms and conditions as may be mutually agreeable to the parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of DEVELOPER's obligations and does not constitute a waiver of the CITY's right with respect to any other term, covenant or condition of this AGREEMENT or any other default in, or breach of, this AGREEMENT.

## **ARTICLE VII GENERAL PROVISIONS**

7.01 Assignability. DEVELOPER shall not assign this AGREEMENT or any rights or interests herein without the prior written consent of the CITY, except that, upon notice to the CITY, DEVELOPER shall have the right to assign and transfer this AGREEMENT and its rights and obligations hereunder to an entity controlled by or under common control with DEVELOPER, so long as any such entity shall consent in writing to be bound by the terms of this AGREEMENT. Any assignee approved by the CITY shall consent in writing to be bound by the terms of this AGREEMENT as a condition of the assignment. DEVELOPER shall not transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this AGREEMENT separate from DEVELOPER's interest in the SUBJECT AREA.

7.02 Successors and Assigns of DEVELOPER. This AGREEMENT shall be binding upon DEVELOPER and its successors and assigns and where the term "DEVELOPER" is used in this AGREEMENT, it shall mean and include the successors and assigns of DEVELOPER except that the CITY shall have no obligation under this AGREEMENT to any unapproved, or otherwise unauthorized, successor or assign of DEVELOPER.

7.03 Reserved Legislative Powers. Nothing in this AGREEMENT shall limit the future exercise of the police power by the CITY in enacting zoning, subdivision development and related land use plans, policies, ordinances, and regulations after the date of this AGREEMENT.

7.04 Minimum Zoning Standards and Vested Rights. It is not the intention of this AGREEMENT to waive any existing minimum zoning standards, or to restrict the ability of the CITY Council to enact additional standards in the future. The only vested right obtained by DEVELOPER in the approval of this AGREEMENT as part of the rezoning, is the right under the terms and conditions of this AGREEMENT, to apply for site plan approval and building permits.

7.05 No Joint Venture or Partnership. This AGREEMENT does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto.

7.06 Third Party Beneficiaries. Any claims of third-party benefits under this AGREEMENT are expressly denied.

7.07 Agreement to Run with the Land. This AGREEMENT shall be recorded against the property referred herein as the SUBJECT AREA. The AGREEMENT contained herein shall

be deemed to run with the land and shall be binding on all successors in the ownership of SUBJECT AREA.

7.08 Integration. This AGREEMENT contains the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

7.09 Authority. The parties represent that each has the requisite authority to enter into this AGREEMENT and that the same has been duly authorized by all necessary or appropriate corporate or regulatory action.

**IN WITNESS WHEREOF**, the CITY has caused this AGREEMENT to be duly executed on its behalf and \_\_\_\_\_ DEVELOPER has caused the same to be duly executed on its behalf, on and as of the day and year first written above.

CITY: OGDEN CITY CORPORATION,  
a Utah Municipal Corporation

By: \_\_\_\_\_  
Michael P. Caldwell, Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

DEVELOPER: BOARD OF COUNTY  
COMMISSIONERS OF WEBER COUNTY,  
UTAH

By:

  
Scott K. Jenkins, Chair

ATTEST:

  
Ricky Hatch, County Clerk

**ACKNOWLEDGMENTS**

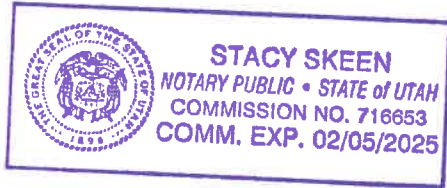
STATE OF UTAH            )  
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COUNTY OF WEBER        )

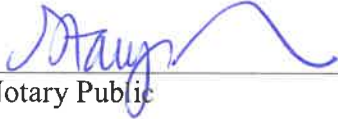
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, Michael P. Caldwell, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the Mayor of Ogden City, a municipal corporation, and that the foregoing document was signed by him in behalf of said Ogden City, and that said Ogden City executed the same.

\_\_\_\_\_  
Notary Public

STATE OF UTAH            )  
                                      :SS  
COUNTY OF WEBER        )

On this 14 day of June, 2022, personally appeared before me, Scott K. Jenkins who being by me duly sworn did say that he is the chair of Board Of County Commissioners of Weber County, Utah, and that the foregoing instrument was signed on behalf of said board of commissioners, and he acknowledged to me that said chair executed the same.



  
\_\_\_\_\_  
Notary Public



## ATTACHMENT A: MAP AND LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 21 AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN CONTAINING PART OF LOTS 9 AND 10 BLOCK 59 PLAT C OGDEN CITY SURVEY, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A CHAIN LINK FENCE RUNNING NORTH/SOUTH APPROXIMATELY 22 FEET NORTHERLY OF THE NORTH FACE OF THE OGDEN SCHOOL DISTRICT GARAGE WHICH LIES ABOUT 34 FEET EAST OF THE FENCE, SAID POINT LIES 378.49 FEET NORTH 89°02'00" WEST, AND 183.76 FEET NORTH 00°58'00" EAST FROM THE OGDEN CITY MONUMENT AT THE INTERSECTION OF JACKSON AVENUE AND 19TH STREET (NOTE: BASIS OF BEARINGS BEING SOUTH 00°58'00" WEST AS MEASURED BETWEEN OGDEN CITY MONUMENTS ALONG THE MONUMENT LINE OF JACKSON AVENUE AT 19TH STREET AND 20TH STREET.); AND RUNNING THENCE NORTH 00°58'00" EAST 196.79 FEET ALONG SAID FENCE TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 28 ALSO BEING A POINT ON THE SOUTH BOUNDARY OF STATE OF UTAH PARCEL 13-040-0031; THENCE SOUTH 89°05'47" EAST 5.99 FEET ALONG SAID NORTH LINE AND SOUTH BOUNDARY TO THE EAST LINE OF SAID STATE OF UTAH PARCEL; THENCE NORTH 00°58'00" EAST 156.32 FEET ALONG SAID EAST LINE TO THE SOUTHWEST RIGHT OF WAY LINE OF JACKSON AVENUE; THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID RIGHT OF WAY LINE: 1) 79.55 FEET ALONG THE ARC OF A 1096.78-FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04°09'20" (CHORD BEING SOUTH 62°06'40" EAST 79.53 FEET); 2) SOUTH 60°02'00" EAST 147.78 FEET TO THE POINT OF TANGENCY OF A 238.44-FOOT RADIUS CURVE TO THE RIGHT, 3) 253.86 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°00'05" (CHORD BEING SOUTH 29°32'00" EAST 242.04 FEET), AND 4) SOUTH 00°58'00" WEST 36.91 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 89°02'00" WEST 329.00 FEET TO THE POINT OF BEGINNING.

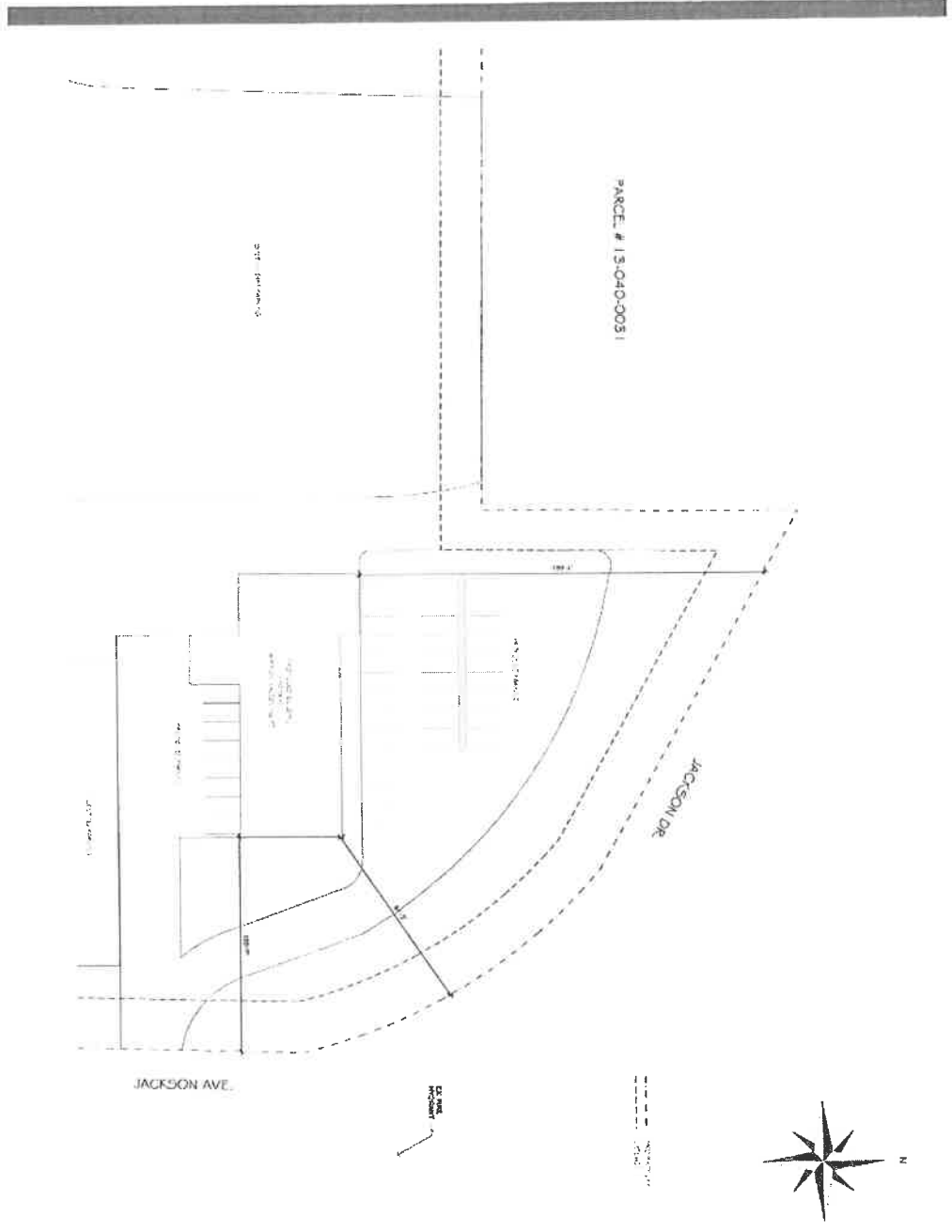
CONTAINS 84,080 SQUARE FEET, OR 1.930 ACRES.



# ATTACHMENT B: CONCEPT DEVELOPMENT PLAN

10/3/2021

Mail - RODNEY LAYTON - Outlook



<https://outlook.live.com/mail/0/daAQMKADAwA7TcmMA1tD087YvAMVgJZQAMDAcI.TAwCg9BGAADVZiSfmS3EaythQU9VgCqQcABNsbvWw8%2FMEYRVQ8Nux%2BmAAAAgEMAAAAABNsdVWw8%2...> 2/2



2108 Via Barros Ave.  
Ogden, Utah 84401

**Weber/Morgan**  
**CJC**

Document Date: September 28, 2021  
Document Phase: Concept Development  
Per: Rodney Layton

Project Detail

**A1.2**

The attached photos are only included to give the planning commission some kind of idea of what the new center will look like. I also included a photo of the St. George center and the Utah County center (Which is a renovated older building). The new center will be approximately three times larger than the homes in the photos but similar in colors and materials used. Hopefully this will assist the commissions understanding of the final product.







ST. GEORGE CENTER



UTAH COUNTY CENTER





Jurisdiction	2021	2020	2019	3 Year Total	3 Year Average	Percent of 3 Year Total	Percentage of 1.5 Million	Percentage of 2.5 Million
Morgan	23	18	10	51	17.0000	2.7142%	\$40,713.15	\$67,855.24
North Ogden	33	47	39	119	39.6667	6.3332%	\$94,997.34	\$158,328.90
Ogden	284	237	257	778	259.3333	41.4050%	\$621,075.04	\$1,035,125.07
Pleasant View	25	14	24	63	21.0000	3.3528%	\$50,292.71	\$83,821.18
Riverdale	22	22	34	78	26.0000	4.1511%	\$62,267.16	\$103,778.61
Roy	63	51	65	179	59.6667	9.5263%	\$142,895.16	\$238,158.59
South Ogden	35	27	23	85	28.3333	4.5237%	\$67,855.24	\$113,092.07
Harrisville	11	18	20	49	16.3333	2.6078%	\$39,116.55	\$65,194.25
Farr West	9	8	11	28	9.3333	1.4902%	\$22,352.32	\$37,253.86
Hooper	9	11	9	29	9.6667	1.5434%	\$23,150.61	\$38,584.35
Huntsville	5	3	9	17	5.6667	0.5000%	\$7,500.00	\$12,500.00
Marriott-Slaterville	7	4	5	16	5.3333	0.5000%	\$7,500.00	\$12,500.00
Plain City	12	22	19	53	17.6667	2.8206%	\$42,309.74	\$70,516.23
Washington Terrace	25	27	35	87	29.0000	4.6301%	\$69,451.84	\$115,753.06
West Haven	23	57	30	110	36.6667	5.8542%	\$87,812.67	\$146,354.44
WC - Unincorporated Weber County	40	39	28	107	35.6667	5.6945%	\$85,417.78	\$142,362.96
Uintah	1	0	0	1	0.3333	0.5000%	\$7,500.00	\$12,500.00
WC Other - reassigned new jurisdiction	9	13	7	29	9.6667	1.5434%	\$23,150.61	\$38,584.35
	636	618	625	1879	626.3333	100.0000%	\$1,585,418.00	\$2,492,263.17
				0	0.0000	0.0000%	\$0.00	\$0.00
				0	0.0000	0.0000%	\$0.00	\$0.00
Weber County Flat Contribution				0	0.0000	0.0000%	\$1,000,000.00	\$0.00
				0	0.0000	0.0000%	\$0.00	\$0.00
Weber + contracted cities & Other	140	186	154	480	160.0000	25.5455%	\$383,182.54	\$638,637.57



## LOCAL TRANSPORTATION FUNDING AGREEMENT

This Agreement is made effective this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between Weber County and Hooper City (collectively the “Parties” or individually the “Party”), and witnesses that:

**WHEREAS**, Utah Code Annotated §59-12-2217, the County Option Sales and Use Tax for Transportation and Utah Code Annotated §72-2-117.5, the Local Transportation Corridor Preservation Fund provides the opportunity for a council of governments and the local legislative body to prioritize and approve funding for transportation and transit projects or services, and

**WHEREAS**, the Weber Area Council of Governments (WACOG) is the council of governments with the authority to work with Weber County, the local legislative body, to prioritize and approve funding for such projects; and

**WHEREAS**, the 5500 West (“Project”) in the City is among the qualified projects prioritized for funding by WACOG and the County Commission; and

**WHEREAS**, the City intends to widen and improve 0.83 miles of roadway on 5500 West from 4200 South to 3550 South; and

**WHEREAS**, the City originally submitted a timely and complete application/request to the WACOG, and accordingly such request was approved by the WACOG on November 5, 2018 and subsequently approved by the Weber County Commission on November 20, 2018; and

**WHEREAS**, the City submitted an amendment request for additional Sales Tax Funds and such request was approved by WACOG on January 9, 2023; and

**WHEREAS**, the City was previously awarded \$344,460 in Corridor Preservation Funds and \$3,331,449 in Sales Tax Funds; and

**WHEREAS**, the City previously committed local matching funds in the amount of \$200,000 towards the project; and

**WHEREAS**, the County has committed additional Sales Tax Funds in the amount of \$2,100,000 programmed for calendar year 2023; and

**WHEREAS**, the City has committed additional matching funds in the amount of \$126,000; and

**WHEREAS**, the County and the City propose to enter into this Agreement to establish the terms and conditions the County and the City will be bound to in regard to this Agreement;

**NOW THEREFORE**, it is agreed by and between the parties hereto as follows:

**SECTION ONE  
INTRODUCTION AND BACKGROUND**

**A. Introduction and Project Background.**

5500 West is an important collector street between 4000 South and 5500 South that runs from the north boundary of West Point all the way through Hooper City.

Hooper City intends to improve and widen 0.83 miles from 4200 South to 3550 South. Several of Hooper City's businesses are located along this corridor, including the Hooper City Civic Center and North Park.

This area of Hooper north of 4000 South and along 5500 West has seen the highest growth pressure in the City and that growth is going to begin to take its toll on the safety of vehicles and pedestrians using the roadway.

With the existing asphalt road north of 4000 South being barely 20 feet wide in most places, 5500 West in Hooper will have a very difficult time handling the projected additional traffic coming from many dozens of new homes being proposed and constructed in the area.

The project will include intersection improvements at 4000 South, paved shoulders and will reconstruct the existing asphalt street sections. The project also includes many improvements to access, safety, drainage, sidewalks, cross walks, curb and gutter, as well as center turn-lanes at the major intersections that will drastically improve safety in the area.

**B. County Obligations.**

1. The County agrees to reimburse up to an additional \$2,100,000 programmed for calendar year 2023 for the cost of construction and construction related expenditures from the County Option Sales and Use Tax for Transportation Fund.
2. The County's payment obligations will arise only after the following conditions are met:
  - a. The City submits to the County appropriate evidence of expenditures that qualify for reimbursement under this Agreement; and
  - b. The City submits to the County appropriate evidence of expenditures of at least \$326,000 of the City's matching funds towards the project.

3. If the City does not expend and seek reimbursement for the full amount approved, then the appropriate County Local Transportation Fund will retain the remaining funds
4. The County is not responsible for the construction, maintenance, or completion of the project.
5. The City acknowledges that the County cannot guarantee the payment of funds not yet appropriated, including the funds described in paragraph B.1. While the County may not use those funds for purposes or projects that have not gone through the WACOG process, which is outlined in Utah Code Annotated § 59-12-2217, there is no guarantee that the applicable tax revenue will be sufficient to fund all approved projects. If there is a funding shortfall at the time the County prepares its budget for one of the years referenced in paragraph B.1 then notwithstanding any other provision of this Agreement, the County may, without penalty or liability of any kind, appropriate for the Project a proportional amount, as follows: the County shall calculate the ratio of money promised for this Project to the total promised money for WACOG approved projects for the year, and then the County shall multiply that ratio by the actual funds anticipated to be available for WACOG approved projects at the time the County prepares its budget for the year. Here is an example using hypothetical numbers:

Assume the County has promised \$1,250,000 for this Project for the year 2025. If the County promised a total of \$25,000,000 for WACOG approved projects for 2025, then the ratio would be 5%. If, at budget preparation time, the available funds were only anticipated to be \$15,000,000, then the County would only be obligated to pay 5% of the \$15,000,000 to this Project, or \$750,000.

If the County pays a reduced, proportional amount as set forth above, it shall continue to pay proportional amounts of the funds available for WACOG approved projects in subsequent years, and shall not approve new projects to use those funds for those years, until the full amount set forth in this Agreement has been paid. The City specifically acknowledges and agrees that in the event of a funding shortfall, the County shall not be obligated to make up the difference using the County's general funds or any other funding source.

**C. City Obligations.**

1. The City shall be responsible for the construction, maintenance, and completion of the project.

2. The City shall ensure that all applicable local, state and federal guidelines are followed with respect to property acquisition, description and recording.
3. The City shall comply with all program policies that have been adopted by WACOG. Should any of them conflict with state or federal law, the conflicting provisions of state or federal law shall control.

**D. Joint Obligations.**

1. The Parties agree to jointly develop accounting and reporting procedures for the use and distribution of transportation funds.

**E. Miscellaneous.**

1. Indemnification. Because the County is only providing funding for this project, the City agrees to hold harmless and indemnify the County, its officers, employees and agents from and against all claims, suits and costs, including attorney's fees for injury or damage of any kind, arising out of the City's acts, errors or omissions in the performance of this project.
2. Modification. This Agreement may be modified only upon the written agreement of both parties.
3. Applicable Law. This Agreement shall be administered and interpreted in accordance with the laws of the State of Utah.
4. Default. The County may declare a default, terminate this Agreement, and cease further payments if: (1) the City fails to obtain or provide its share of the funding; (2) the project changes in any material way from what WACOG approved; or (3) the project is not timely completed pursuant to WACOG policies and procedures. Additionally, if a default is declared by the County, the City agrees to return all funds that have already been paid under this Agreement.
5. Term. This Agreement shall terminate after satisfaction of all obligations accrued or incurred hereunder, or upon completion or cancellation of the Project referenced herein.
6. Notice. Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, three business days after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the following respective addresses:

Board of Weber County Commissioners  
2380 Washington Blvd., Suite 320, Ogden, UT 84401

Hooper City  
5580 West 4600 South, Hooper, UT 84315

7. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.
8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
9. Entire Agreement. This Agreement contains the entire agreement between the Parties, and no statement, promises or inducements made by either Party or agents for either Party that are not contained in this Agreement shall be binding or valid.
10. Waiver. No failure to enforce any provision of this Agreement on account of any breach thereof, shall be considered as a waiver of any right to enforce provisions of this Agreement concerning any subsequent or continuing breach.
11. Dispute Resolution. If a dispute arises regarding this Agreement, the Parties shall first attempt informal negotiations to resolve the dispute before taking legal action. If that fails, then the Parties may, but are not required to, pursue other means of alternative dispute resolution before taking legal action. In any legal dispute, each party shall be responsible for paying its own costs, including attorneys' fees, regardless of the outcome of the dispute.

IN WITNESS THEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day, month, and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Gage Froerer, Chair

Commissioner Harvey voted \_\_\_\_\_  
Commissioner Bolos voted \_\_\_\_\_  
Commissioner Froerer voted \_\_\_\_\_

ATTEST:

---

Ricky Hatch, CPA  
Weber County Clerk/Auditor

HOOPER CITY

By \_\_\_\_\_  
Title:

**HELPING EACH OTHER  
CREATE BETTER COMMUNITIES**



J-U-B FAMILY OF COMPANIES

January 19, 2023

Mayor Dale Fowers and Hooper City Council  
Hooper City Corporation  
5580 West 4600 South  
Hooper, Utah 84315

Re: Hooper City 5500 West Street Improvement Project – 4200 South to 3550 South  
Recommendation to Award Construction Contract

Dear Mayor and City Council:

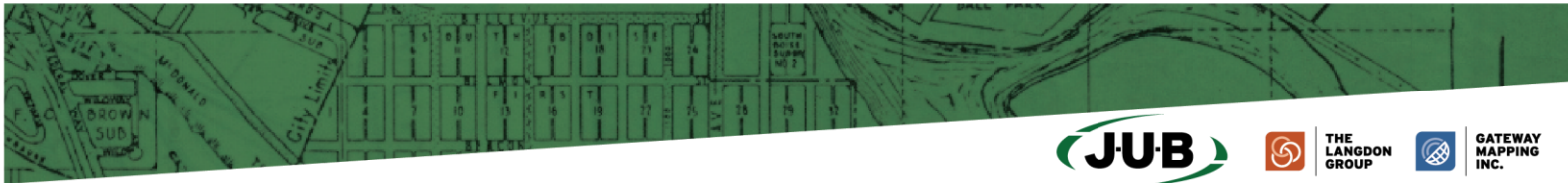
On December 21, 2022, Hooper City received and opened bids for the construction of the 5500 West Street Improvement Project – 4200 South to 3550 South. The bids were separated into two bid schedules: 1) a Base Bid to cover the project from 4200 South to 4000 South (including the intersection and storm drain piping to 3550 South), and 2) an Additive Alternate Bid to cover the work from 4000 South to 3550 South. Three (3) bids were received from very reputable contractors as shown in the table below:

<b>Bidder's Name</b>	<b>Base Bid Amount</b>	<b>Additive Bid Amount</b>
Leon Poulson Construction	\$ 3,105,081.70	\$ 2,090,494.80
Staker Parson Companies	\$ 3,179,702.61	\$ 2,242,674.88
Geneva Rock Products	\$ 3,449,218.65	\$ 2,328,797.80

As you can see, the bids were close and the lowest bid for both bid schedules was submitted by Leon Poulson Construction out of Ogden, a contractor with who the City has had positive dealings on previous projects.

This construction work is 94% funded through the Weber County Local Option Sales and Use Tax Transportation Funds and 6% funded by the City. Projects are selected by WACOG and recommended for approval by the County Commission. The Base Bid amount is within the available construction budget for the project that was established in 2019. In order to complete the Additive Alternate Bid at this time, the City has gone back to WACOG and requested an additional \$2.1 million in grant funds. WACOG has recommended approval of that request to the County Commission for the Commission meeting on the 24<sup>th</sup> of this month.

We have spoken with the low bidder and they are ready to sign a contract and go to work. We recommend that the Base Bid for this project be awarded to Leon Poulson Construction for \$3,105,081.70. We also recommend that the Additive Alternate Bid be awarded to Leon Poulson Construction for \$2,090,494.80, contingent upon the County Commission's approval of the additional grant money requested by the City.



THE LANGDON GROUP



GATEWAY MAPPING INC.

J-U-B FAMILY OF COMPANIES

We trust this information will meet your needs.

Best Regards,

J-U-B ENGINEERS, Inc,

Tracy L. Allen, P.E.  
Project Manager