

HOOPER CITY
PLANNING COMMISSION AGENDA
JANUARY 15, 2026, 7:00PM
COUNCIL CHAMBERS
5580 W. 4600 S.
Hooper, UT 84315

Notice is hereby given that the Hooper City Planning Commission will hold a work meeting and their regularly scheduled meeting on Thursday, January 15, 2026, starting at 7:00pm at the Hooper Municipal Building located at 5580 W 4600 S Hooper, UT 84315.

Work Meeting – 6:30pm

1. Discussion on Agenda Items

Regular Meeting – 7:00pm

1. Meeting Called to Order
2. Opening Ceremony
 - a. Pledge of Allegiance
 - b. Reverence
3. Consent Items
 - a. Motion – Approval of minutes dated December 11, 2025
4. Action Items
 - a. Recommendation for sidewalk waiver for Standing Park Subdivision
 - b. Discussion/Motion: HL Parker Legacy Subdivision Developer Agreement Extension request located approximately at 5900 S 5900 W
5. Citizen Comment (*Resident(s) attending this meeting will be allotted 3 minutes to express any concerns. No action can or will be taken on any issue presented.*)
6. Adjournment

Morghan Yeoman

Morghan Yeoman, City Recorder

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

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

CERTIFICATE OF POSTING

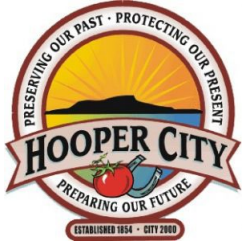
The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Hooper City limits on this 15th day of January, 2026 at Hooper City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website, and at <https://www.hoopercity.com/meetings>.

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

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

***CONFLICT OF INTEREST**

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



HOOPER CITY
PLANNING COMMISSION MEETING MINUTES
THURSDAY, DECEMBER 11, 2025, 7:00PM
COUNCIL CHAMBERS
5580 W. 4600 S.
Hooper, UT 84315

The Hooper City Planning Commission held a work meeting at 6:30pm and their regular meeting at 7pm on December 11, 2025, at the Hooper City Civic Center located at 5580 W. 4600 S, Hooper, UT 84315.

PLANNING COMMISSION MEMBERS' PRESENT:

Jase McCormick
Amanda Prince
Travis Bates
Sheldon Greener
Bryce Widdison

COMMISSION MEMBERS EXCUSED:

Gene Larsen
Blake Cevering

CITY STAFF & CITY COUNCIL PRESENT:

Jamee Johnston – Deputy City Recorder
Malcolm Jenkins – City Planner
Matt Wilson – City Attorney

6:30PM WORK MEETING

1. Discussion on Agenda Items

The Planning Commission held a work session where they discussed agenda items; Conditional Use Permits for Cody Benson, and Elizabeth Silva, and Final approval for Kimball Estates Subdivision.

7:00PM REGULAR MEETING

1. Meeting Called to Order

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

2. Opening Ceremony

a. Pledge of Allegiance

Commissioner Prince led in the Pledge of Allegiance.

b. Reverence

Commissioner McCormick offered reverence.

3. Consent Items

a. Motion – Approval of minutes dated November 13, 2025

Commissioner Prince add a correction to action item A regarding creation of the TRC checklist to add that commissioners discussed how they are going to handle the situation for final serve letters and that they are still working on it. Corrections made.

COMMISSIONER PRINCE MOTIONED TO APPROVE THE MINUTES DATED NOVEMBER 13, 2025, WITH CORRECTION. COMMISSIONER BATES SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COMMISSIONER:</u>	<u>VOTE:</u>
MCCORMICK	AYE
PRINCE	AYE
BATES	AYE
GREENER	AYE
WIDDISON	AYE

MOTION APPROVED.

4. Action Items

a. Conditional Use Permit Request for Cody Benson for an oversized structure totaling 2,400 sq ft located at 3221 S 5325 W.

Malcolm Jenkins, the City Planner, presented on the Conditional Use Permit for Cody Benson and spoke on the requirements being met with the structure.

COMMISSIONER PRINCE MOTIONED TO ENTER A PUBLIC HEARING FOR A CONDITIONAL USE PERMIT REQUEST FOR CODY BENSON FOR AN OVERSIZED STRUCTURE TOTALING 2,400 SQ FT LOCATED AT 3221 S 5325 W. COMMISSIONER GREENER SECONDED THE MOTION. VOTING AS

FOLLOWS:**COMMISSIONER:****MCCORMICK****PRINCE****BATES****GREENER****WIDDISON****MOTION APPROVED.****VOTE:****AYE****AYE****AYE****AYE****AYE****Public Hearing:**

None

Representative Veronica Benson stated her shop will be 36 by 50. The building will be used for storage and will have electricity but not water.

**COMMISSIONER BATES MOTIONED TO CLOSE
THE PUBLIC HEARING AND RETURN TO
REGULAR MEETING. COMMISSIONER GREENER
SECONDED THE MOTION. VOTING AS FOLLOWS:**

COMMISSIONER:**MCCORMICK****PRINCE****BATES****GREENER****WIDDISON****MOTION APPROVED.****VOTE:****AYE****AYE****AYE****AYE****AYE**

Planning Commission mentioned making sure it is not on easements and Malcolm verified it is not an easement.

**COMMISSIONER GREENER MOTIONED TO
APPROVE THE CONDITIONAL USE PERMIT FOR
CODY BENSON FOR AN OVERSIZED STRUCTURE
TOTALING 2,400 SQ FT LOCATED AT 3221 S 5325 W.
COMMISSIONER PRINCE SECONDED THE
MOTION. VOTING AS FOLLOWS:**

COMMISSIONER:**VOTE:**

MCCORMICK	AYE
PRINCE	AYE
BATES	AYE
GREENER	AYE
WIDDISON	AYE

MOTION APPROVED.

- b. Conditional Use Permit Request for Elizabeth Silva for an oversized structure totaling 2,100 sq ft located at 5517 S 6800 W.

Malcolm Jenkins, the City Planner, presented on the oversized structure and went through the conditions that were met and set back requirements. The structure includes only power.

No representative for Elizabeth Silva.

COMMISSIONER PRINCE MOTIONED TO ENTER A PUBLIC HEARING FOR A CONDITIONAL USE PERMIT REQUEST FOR ELIZABETH SILVA FOR AN OVERSIZE STRUCTURE TOTALING 2,100 SQ FT LOCATED AT 5517 S 6800 W. COMMISSIONER WIDDISON SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COMMISSIONER:</u>	<u>VOTE:</u>
MCCORMICK	AYE
PRINCE	AYE
BATES	AYE
GREENER	AYE
WIDDISON	AYE

MOTION APPROVED.

Public Comment:

None

COMMISSIONER BATES MOTIONED TO CLOSE THE PUBLIC HEARING AND RETURN TO REGULAR MEETING. COMMISSIONER WIDDISON SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COMMISSIONER:</u>	<u>VOTE:</u>
MCCORMICK	

PRINCE	AYE
BATES	AYE
GREENER	AYE
WIDDISON	AYE

MOTION APPROVED.

Planning Commission had discussion on the condition use permit for Elizabeth Silva. Commissioner Prince asked about clarification on the height of the structure. Applicants need to amend the application or redraw the plan. Height of the structure is 22' 3 7/8" total with cupula is 25' 3 7/8".

COMMISSIONER PRINCE MOTIONED TO APPROVE THE CONDITIONAL USE PERMIT REQUEST FOR ELIZABETH SILVA FOR AN OVERSIZED STRUCTURE TOTALING 2,100 SQ FT LOCATED AT 5517 S 6800 W WITH THE CONDITION THAT THE HEIGHT OF THE STRUCTURE AT THE PEAK IS 22' 3 7/8" WITH THE CUPULA BEING AN ADDITIONAL 3" THE HEIGHT IN TOTAL FROM GRADE IS 25' 3 7/8". COMMISSIONER GREENER SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COMMISSIONER:</u>	<u>VOTE:</u>
MCCORMICK	AYE
PRINCE	AYE
BATES	AYE
GREENER	AYE
WIDDISON	AYE

MOTION APPROVED.

- c. Final approval for Kimball Estates Subdivision located at Parcel # 09-077-0018 for MRK3 Group LLC.

Malcolm Jenkins, the City Planner, presented the final plat for Kimball Estates, a residential subdivision in the R-75 zone with a plat map for visual. All review cycles were completed, required approvals and will-serves obtained, boundary line agreement with the northern neighbor, and land use separation fencing included on the plans.

Kyle Davis, Representative from MRK3 Group, addressed the Commission, expressing appreciation for the collaborative process and confirming plans to

develop and sell lots individually with one partner potentially building a portion of the homes.

Commissioner Prince stated that she is excited to see this subdivision go in since they came in and respected the general plan.

**COMMISSIONER BATES MOTIONED TO APPROVE
THE FINAL APPROVAL FOR KIMBALL ESTATES
SUBDIVISION LOCATED AT PARCEL #09-077-0018
FOR MRK3. COMMISSIONER WIDDISON
SECONDED THE MOTION. VOTING AS FOLLOWS:**

COMMISSIONER:

MCCORMICK

PRINCE

BATES

GREENER

WIDDISON

MOTION APPROVED.

VOTE:

AYE

AYE

AYE

AYE

AYE

5. Citizen Comment

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

None

6. Adjournment

**AT APPROXIMATELY 7:22 PM, COMMISSIONER GREENER
MOTIONED TO ADJOURN THE MEETING. COMMISSIONER
WIDDISON SECONDED THE MOTION. VOTING AS FOLLOWS:**

COMMISSIONER:

MCCORMICK

PRINCE

BATES

GREENER

WIDDISON

VOTE:

AYE

AYE

AYE

AYE

AYE

MOTION PASSED.

Date Approved: _____

Jamee Johnston, Deputy City Recorder

DRAFT

STANDING PARK SUBDIVISION

4965 S 6300 W HOOPER, UT

INDEX OF DRAWING

- 1 OF 8 - COVER SHEET
- 2 OF 8 - GENERAL NOTES
- 3 OF 8 - EXISTING SITE
- 4 OF 8 - STANDING PARK SUBDIVISION PLAT
- 5 OF 8 - SITE PLAN
- 6 OF 8 - GRADING PLAN
- 7 OF 8 - UTILITY PLAN
- 8 OF 8 - DETAIL SHEET

UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND MEASUREMENTS TAKEN IN THE FIELD WHEN POSSIBLE. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

NOTICE TO DEVELOPER/CONTRACTOR

UNAPPROVED DRAWING S REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVES IS UNDERTAKEN AT THE SOLE RISK OF THE DEVELOPER OR CONTRACTOR. THIS INCLUDES BUT NOT LIMITED TO BIDS, ESTIMATIONS, FINANCING, BONDING, SITE CLEARING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE WORK PLACE AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

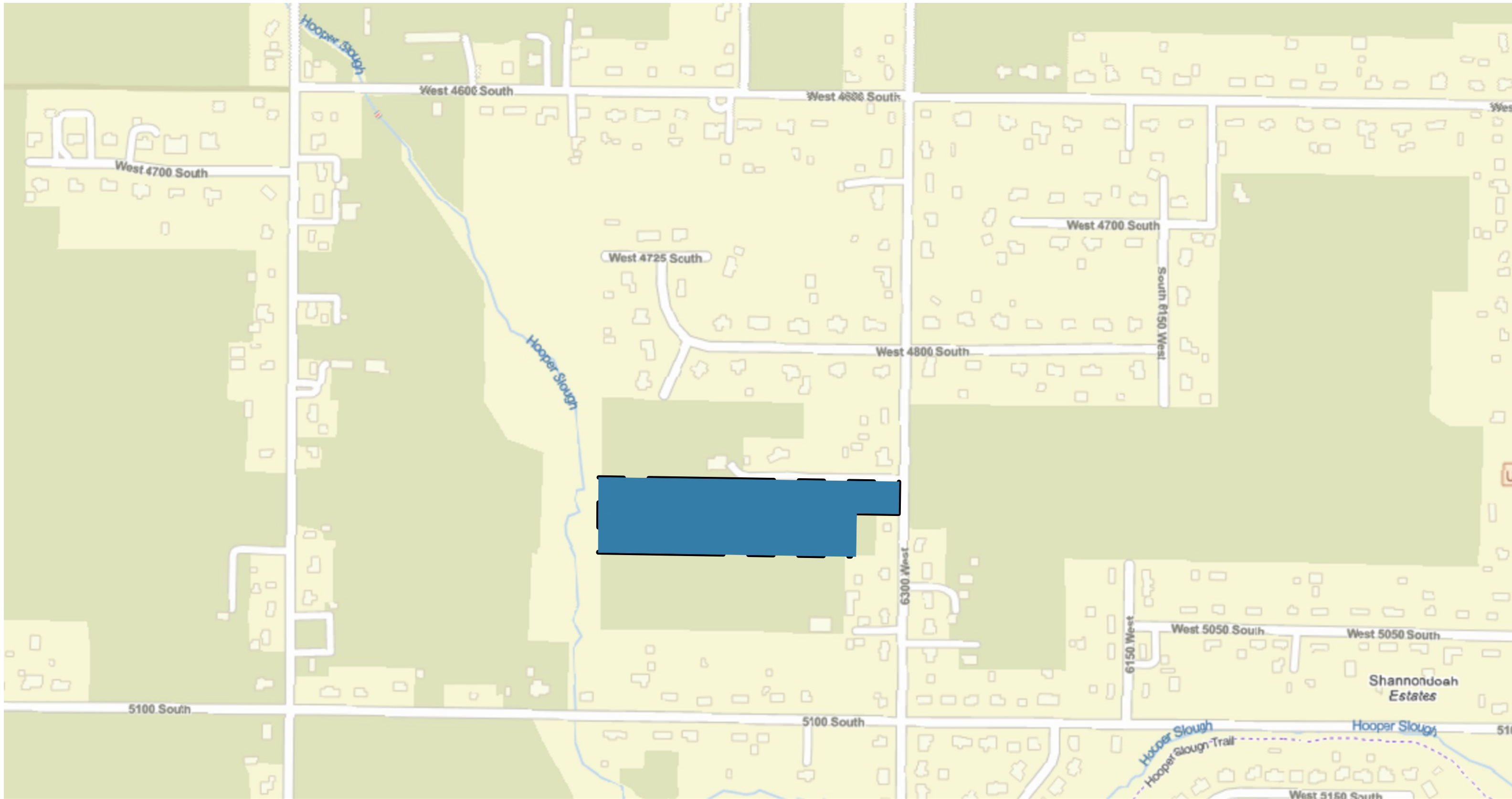
CONTRACTOR FURTHER AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. INCLUDING SAFETY IF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

APPLICABLE STANDARDS AND SPECIFICATIONS

GOVERNING STANDARDS AND SPECIFICATIONS

- STREETS - HOOPER CITY DEVELOPMENT STANDARDS
- CULINARY WATER - HOOPER WATER IMPROVEMENT DISTRICT CONSTRUCTION SPECIFICATIONS AND STANDARD WATER DETAILS
- VACUUM SANITARY SEWER - HOOPER CITY DEVELOPMENT STANDARDS
- SECONDARY WATER - HOOPER IRRIGATION COMPANY PRESSURE IRRIGATION AND STANDARD SPECIFICATIONS
- THESE PLAN WERE CREATED IN ACCORDANCE WITH 2018 INTERNATIONAL FIRE CODE AND 2019 NFPA 72

VICINITY MAP
NOT TO SCALE



10-4A-36 Sidewalks

All new development shall be required to install sidewalks along all new and existing streets within and immediately adjacent to (bordering) the development, where lots or site plan in the development have frontage or side yards on said streets, with the exception of the following areas: In the City's R-1 zone, sidewalk requirements may be reduced by the City Council upon recommendation from the City Staff and Planning Commission.

In addition, the Planning Commission may recommend for City Council approval that new development install a reasonable amount of additional sidewalk on existing streets as deemed necessary for the safe conveyance of pedestrian traffic. Sidewalks shall conform to the requirements of the Hooper City Development Standards and Specifications. In some developments, sidewalk requirements may be reduced at the City's discretion where trails accommodate like needs.

DEVELOPER'S AGREEMENT WITH HOOPER CITY CORPORATION

THIS AGREEMENT entered into this 15 day of January, 2021, between Dry Builders Inc. Corp of Blount, Utah, County of Calt Lake, State of Utah, hereinafter referred to as Developer, and HOOPER CITY CORPORATION, a municipal corporation of the State of Utah located in Weber County, hereinafter referred to as the City, hereby agrees as follows:

RECITALS

- A. Developer currently owns approximately 4.7 acres of real property located in the City.
- B. Developer desires to develop a project on the Property to be known as H.L. Parker Legacy Subdivision.
- C. The Property is currently zoned R2 under the City's zoning ordinances. The Property is subject to all City Ordinances and regulations including the provisions of the City's General Plan, engineering and development standards and specifications, and any permits issued by the City pursuant to the foregoing ordinances and regulations.
- D. Developer and the City desire to enter into an agreement that will govern the development of the Property.
- E. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to those contained in the City's Laws.

AGREEMENT

1. **PRELIMINARY.** Developer has presented to the Hooper City Planning Commission and the Hooper City Council a proposed final plat for the subdivision of, and construction of improvements on, certain land in Hooper City to be known as H.L. Parker Legacy Subdivision. The Final Plat provides for the development of eight (8) new single-family residential lots. The Final Plat includes construction drawings dated March, 2019, stamped by the Developer's engineer. As consideration for the granting of said approval and acceptance, Developer has agreed and does now agree to abide by the provisions hereof and all ordinances of Hooper City.
2. **COMPLIANCE WITH SUBDIVISION STANDARDS.** Developer agrees to comply with all of the ordinances, rules, regulations, requirements and standards

of the City with respect to the construction and completion of said subdivision, and particularly to install and complete all of the off-site improvements required, within the time hereinafter stated, including, but not necessarily limited to, the following:

- a) Rough grading and finish grading and surfacing of streets and lot grading.
- b) Curbs, gutters, sidewalks, waterways, and driveway approaches.
- c) Sanitary sewers, including service connection to each lot.
- d) Street drainage and drainage structures.
- e) Water lines, including culinary and secondary service connection to each lot.
- f) Fire hydrants.
- g) Irrigation pipelines and structures.
- h) Power, natural gas and other utilities to each lot.
- i) Traffic control signs.
- j) Street signs and numbers.
- k) Survey Monuments.
- l) Street Lighting.
- m) Land Use Separation Fence

Said improvements and any others designated shall be done according to the specifications and requirements of the City or applicable utility company. All work shall be subject to the inspection of Hooper City or applicable utility company and any questions as to conformity with the City specifications or standards or as to the technical sufficiency of the work shall be decided by the City Engineer or applicable utility company's representative and his decision shall be final and conclusive.

3. CONDITIONS FOR FINAL MYLAR APPROVAL. The following requirements shall be met prior to final Mylar approval:

- a) The water system installed, with fire protection, inspected, tested and fully operational (no combustible materials shall be delivered to a home site until this is completed);
- b) All sewer and drainage systems installed, inspected, tested and fully operational;
- c) The secondary water system installed, inspected and tested;
- d) All required curb and gutter installed;
- e) Irrigation piping and structures installed, inspected and tested.
- f) All lots within the subdivision rough graded so that weeds and other vegetation can be maintained by the Developer/contractor.
- g) All development and related fees paid to the City.
- h) All off-site improvements, underground or otherwise, properly installed and operational as approved by Hooper City, and other affected government agencies and all affected utility companies.
- i) All on-site improvements properly installed and operational as approved by Hooper City, and other affected government agencies and all affected utility companies.

- j) All required asphalt or concrete hard surface and roadway installed and completed in accordance with Hooper City design standards.
- k) Land use separation fencing installed in accordance with Hooper City standards.
- l) Developer or Owner shall not sell any portion of an approved development without informing, in writing, the prospective buyer or builder that final Mylar approval and building and occupancy permits may not be obtained until the above requirements are met.

4. ADDITIONAL CONDITIONS OF DEVELOPMENT. The following additional conditions are required of the developer as part of the subdivision approval from the City Council:

- a) Utilities: Developer shall be responsible for the cost to construct all water, sewer, storm drainage, land drain, secondary water, power, natural gas and other necessary utility improvements for the Project. This work shall be done in accordance with the standards of the affected government agency or the affected utility company.
- b) Developer shall honor all agreements entered into through the development approval process with adjacent property owners, developers, and/or water users that were required as conditions of subdivision approval or otherwise.
- c) Developer shall be responsible for obtaining a UPDES Storm Water Permit for Construction and for monitoring and managing the storm water pollution prevention plan during construction of the subdivision through the end of the warranty period. In addition, developer shall include in subdivision CC&R's detailed language regarding the lot owners' responsibilities to comply with City ordinances and permit requirements associated with storm water pollution prevention. Specific mention must be made to street cleaning, temporary curb ramps, stockpiling of earthen materials, concrete wash-out areas, and debris removal.

5. TIME FOR COMPLETION AND EXTENSION OF TIME. All of the said improvements shall be fully installed and completed within two (2) years from the date of this agreement. If not completed within two (2) years, the Developer may apply to the Planning Commission and the City Council for an extension of time of one year with additional one-year extensions after the first extension if the Planning Commission and City Council agree. Said extensions shall be subject to adequate security for the completion of said improvements being made by increasing the amount of the escrow account.

6. SECURITY FOR COMPLIANCE. As security for compliance by Developer with the ordinance, rules, regulations, requirements and standards of the City and

of Developer's agreements herein stated, Developer has delivered to the City an acceptable third-party escrow agreement, approved by the City, by the terms of which an acceptable third-party agrees to hold \$68,195.65, (which represents 10% of the cost of all required improvements as determined by the City Engineer) in escrow for the use of the City in the event of Developer's failure or refusal to install, complete, construct, repair, or replace any off-site improvements in accordance with the provisions of this agreement, the escrow agreement and all City codes and ordinances as described below. The decision of the City as to whether an improvement needs to be installed, constructed, completed, or replaced will be final.

Should Developer fail or refuse to complete the said improvements in accordance with the provisions hereof, and particularly within the time stated, or should Developer become insolvent before a completion thereof, then the City may, at its option, utilize the escrow funds to place the development in a condition that will be safe and not present a hazard to the community or become an eyesore to the neighboring property owners.

When all required improvements are completed, the 10% shall constitute a guarantee that the above outlined off-site improvements are installed in accordance with the subdivision standards of the City as to quality and serviceability and shall be held by the City for a period of one (1) year from the time the last improvement is "initially accepted" by the City or until one (1) year after the time the last improvement needing repair or placement is again accepted. At the end of the one year period the said 10% shall be returned to Developer provided the improvements have proved to have been constructed or installed in accordance with the standards of the City as to quality and serviceability, otherwise, to be applied toward construction or installation of said improvements in accordance with City standards or the repair or replacing the same so as to bring them into conformity with City standards. Developer will pay the difference to the City on demand. The City shall not issue any building permits until the improvements needing repair, replacement, etc., are completed and again accepted.

- 7. OPTIONAL ESCROW PROVISIONS.** Developer may request to have the Final Mylar signed and recorded prior to all landscaping and infrastructure improvements being completed and accepted by Hooper City. If such a request is made, as security for compliance by Developer with the ordinance, rules, regulations, requirements and standards of the City and of Developer's agreements herein stated, Developer will deliver to the City an acceptable third-party escrow agreement, approved by the City, the terms of which provide that an acceptable third-party agrees to hold the escrow amounts as shown on Exhibit A to the escrow agreement (which represents the cost of all still to be completed improvements as determined by the City Engineer). These funds will be held in escrow for the use of the City in the event of Developer's failure or refusal to install, complete, construct, repair, or replace any improvements in accordance

with the provisions of this agreement, the escrow agreement and all City codes and ordinances. The decision of the City as to whether an improvement needs to be installed, constructed, completed, or replaced will be final. City will determine which of the requirements set forth in paragraph 3 must be completed prior to a building permit being issued in the subdivision and which must be completed before a certificate of occupancy is issued for any building in the subdivision.

Should Developer fail or refuse to complete the said off-site improvements in accordance with the provisions hereof, and particularly within the time stated, or should Developer become insolvent before a completion thereof, then the City may, at its option, determine the cost of completing said off-site improvements on the basis of reliable estimates and bids and may apply all sums deposited in escrow against the said cost of completion and may proceed to legally obtain the escrow funds and use the proceeds there from to pay the cost of completing the said off-site improvements and to pay all related expenses including but not limited to court costs and attorney's fees.

When all required improvements are completed, City will authorize the release of all escrowed funds of the developer except a 10% retention amount. The 10% shall constitute a guarantee that the above outlined off-site improvements are installed in accordance with the subdivision standards of the City as to quality and serviceability and shall be held by the City for a period of one (1) year from the time the last improvement is "initially accepted" by the City or until one (1) year after the time the last improvement needing repair or placement is again accepted. At the end of the one year period the said 10% shall be returned to Developer provided the improvements have proved to have been constructed or installed in accordance with the standards of the City as to quality and serviceability, otherwise, to be applied toward construction or installation of said improvements in accordance with City standards or the repair or replacing the same so as to bring them into conformity with City standards. Developer will pay the difference to the City on demand. The City shall not issue any building permits until the improvements needing repair, replacement, etc., are completed and again accepted.

8. **CITY'S OBLIGATIONS.** Subject to Developer complying with all the City's Laws and the provisions of this Agreement, the City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City and to provide standard municipal services to the Project including, but not limited to, police and fire protection subject to the payment of all fees and charges charged or levied therefore by the City.
9. **LICENSES AND PERMITS.** Developer shall have secured (or cause to be secured) any and all permits which may be required by the City or any other governmental agency affected by the construction of the Improvements. The Developer shall be responsible for paying all applicable fees and charges to Improvements and which shall be a reimbursable expense.

- 10. MAINTENANCE OF FACILITIES AND WARRANTIES.** Developer shall maintain the public improvements in good and safe condition for a period of 1 year following conditional acceptance until their final acceptance by the City. Prior to the acceptance of the public improvements, the Developer shall be responsible for maintaining the public improvements in proper operating condition, and shall perform such maintenance as the City and the Developer agree is reasonably determined to be necessary. As of the date of final acceptance of the improvements, the Developer shall assign to the City all of the Developer's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third person with respect to the improvements, except for those rights necessary to the fulfillment of any outstanding obligation under this Agreement.
- 11. WAIVER.** The failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a failure to perform thereof shall not constitute a waiver of any such failure to perform or any other covenant, agreement, term or condition. No waiver shall effect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other than existing or subsequently occurring failure to perform.
- 12. TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement. In case either party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of the Agreement, the other party may pursue any and all remedies available in equity, or law.
- 13. GOVERNING LAW.** This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by HOOPER CITY ordinances in effect at the time of the execution of this Agreement. However, the parties expressly acknowledged that any subdivision or other development regulations enacted after the execution of the Agreement reasonably necessary to protect the health, safety and welfare of the citizens of HOOPER CITY, shall also apply to the subdivision or development which is the subject of this Agreement.
- 14. MODIFICATIONS, CAPTIONS AND SEVERABILITY.**
- a) This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.
 - b) The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or describe the scope, content or intent of any part or parts of this Agreement.


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

- 15. **ASSIGNABILITY, NO THIRD PARTY BENEFICIARY.** No right or rights shall ever be assigned or sublet in part or in whole without the written consent of the parties to this Agreement. This Agreement is made solely and specifically between and for the benefit of the parties to it and their respective successors and assigns subject to the provisions of it relating to successors and assigns, and no other person, individual, corporation or entity, shall have any rights, interest, or claims under this Agreement or be entitled to any benefits on account of this Agreement as a third party beneficiary or otherwise.
- 16. **APPLICABILITY OF ORDINANCE.** This Agreement does not supersede, but supplements the Hooper City Subdivision Ordinance and all other ordinances and regulations applicable to the subdivision of land and construction of improvements thereon, and Developer agrees to comply in all respects with the provisions of said ordinance. No provision of this Agreement shall limit the City in its rights or remedies under said subdivision ordinance or other applicable building ordinances.
- 17. **SUCCESSORS ENFORCEMENT.** The terms of this Agreement shall be binding upon the parties hereon, their heirs, executors, administrators, assigns or any parties legally acquiring the parties interest through foreclosure, trust deed, sale, bankruptcy or otherwise. In the event either party must take legal action to enforce the terms of this Agreement, the prevailing party shall have costs of court, including a reasonable attorney's fee.

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

18 day of February, 2020.

2-18-21
Date


DEVELOPER

Dry Builders Development Group

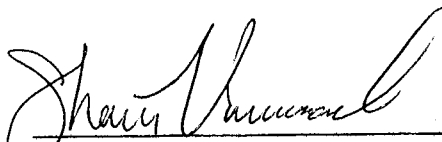
Title

HOOPER CITY CORPORATION

4-15-21
Date


Mayor

ATTEST:


City Recorder

- d. Discussion/Motion: HL Parker Legacy Subdivision Developer Agreement Extension Request located approximately at 5900 S 5900 W.

Morghan Yeoman, the city recorder explained the timeline of the subdivision. Discussion between council members. Mayor Bingham explained that there has been discussion between Malcolm the city planner and Jared the public works director.

**COUNCIL MEMBER FOWERS MOTIONED TO
EXTEND HL PARKER LEGACY SUBDIVISION
DEVELOPER AGREEMENT UNTIL OCTOBER 15,
2025. COUNCIL MEMBER MARIGONI SECONDED
THE MOTION. VOTING AS FOLLOWS:**

<u>COUNCIL MEMBER:</u>	<u>VOTE:</u>
WILCOX	AYE
MARIGONI	AYE
FOWERS	AYE
NORTHROP	AYE

MOTION PASSED.

- e. Discussion/Motion- Proposal to draft ordinance for no motorized vehicles on city owned property.

Council Member Northrop received a message from someone in her district and read a message aloud.

Mayor Bingham explained that we received notification with the State and the hills will be knocked down.

Lieutenant Slater explained that he did some homework during the meeting, there is an allowance for ebikes to be on trails. Feels that we would need to clarify what is not allowed in the proposed ordinance. Lieutenant Slater reads off state code. (Collect state code that was mentioned)

**COUNCIL MEMBER FOWERS MOTIONED TO
APPROVE THE PROPOSAL TO DRAFT ORDINANCE
FOR NO MOTORIZED VEHICLES ON CITY OWNED
PROPERTY. COUNCIL MEMBER NORTHROP**