

**HOOPER CITY**  
**CITY COUNCIL AGENDA - AMENDED**  
**APRIL 3, 2025, 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 6:00pm and their regularly scheduled meeting at 7pm on Thursday, April 3, 2025, at the Hooper Municipal Building located at 5580 W 4600 S Hooper, UT 84315.

**Work Meeting – 6:00pm**

1. Discussion on Agenda Items
2. City Council Assignments

**Regular Meeting – 7:00pm**

1. Meeting Called to Order
2. Opening Ceremony
  - a. Pledge of Allegiance – Council Member Hill
  - b. Reverence – Council Member Fowers
3. Upcoming events
  - a. Spring Cleanup – April 12, 2025 @ 8:00 am – 1:00 pm
  - b. Easter Egg Hunt
    - i. April 18, 2025 @ 9:00 pm (Ages 13-18)
    - ii. April 19, 2025 @ 9:00 am (Ages 1-12)
  - c. Cancelled City Council Meeting – April 17, 2025 due to state training
4. Public Comments
5. Consent Items
  - a. Approval of minutes dated March 6, 2025
6. Discussion Items, Reports, and/or Presentations
  - a. Presentation: Weber County Elections
  - b. Discussion and Procurement code- Utah State Auditor Office; Seth Oveson
7. Public Hearings
8. Action Items
  - a. Discussion/Motion: Proposal to draft RFP for Legal Services
  - b. Discussion/Motion: HL Parker Legacy Subdivision Developer Agreement Extension Request located approximately at 5900 S 5900 W
  - c. Discussion/Motion: Proposed Youth Program; Western Weber CTC
  - d. Motion: Approval of Commercial Business License for Alayna Winter; Homegrown Farmette Preschool
  - e. Discussion/Motion: Proposal to draft ordinance for no motorized vehicles on city owned property.
9. Adjournment

*Morghan Yeoman*

Morghan Yeoman, 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.gov](mailto:admin@hoopercity.gov) at least 48 hours prior to the meeting.

**CERTIFICATE OF POSTING**

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Hooper City limits on this 3rd day of April, 2025 at Hooper City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website, and at <https://www.hoopercity.com/meetings>.

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

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

*\*CONFLICT OF INTEREST*

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



**HOOPER CITY**  
**CITY COUNCIL MEETING MINUTES**  
**THURSDAY, MARCH 06, 2025 7:00PM**  
COUNCIL CHAMBERS  
5580 W. 4600 S.  
Hooper, UT 84315

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The Hooper City Council held a work meeting at 6:00pm and their regular meeting at 7pm on March 06, 2025, at the Hooper City Civic Center located at 5580 W. 4600 S, Hooper, UT 84315.

COUNCIL MEMBERS PRESENT:

Sheri Bingham – Mayor  
Dale Fowers – City Council  
Bryce Wilcox – City Council  
Debra Marigoni – City Council- ZOOM  
Lisa Northrop – City Council  
Ryan Hill – City Council

COUNCIL MEMBERS EXCUSED:

CITY STAFF & PLANNING COMMISSION PRESENT:

Reed Richards – City Attorney  
Morgha Yeoman – City Recorder  
Malcolm Jenkins- City Planner

**6:00PM WORK MEETING**

1. Discussion on Agenda Items

At 6:00pm the City Council held a work meeting where agenda items were discussed. Council Member Wilcox communicated about after the last council meeting and the budget meeting Council Member Wilcox would like more understanding of what is being spent on the attorneys, engineering and accounting. Council Member Wilcox also asked about the utility tax.

Mayor Bingham discussed some city business and upcoming events. Mayor Bingham talked about doing ‘no motorized vehicles’ in the detention ponds and spoke about her meeting with Hooper Irrigation and working out a franchise agreement.

Council Member Hill questioned LRB and discussed doing the presentation and a possible public presentation at the next Planning Commission meeting. Mayor Bingham said they will be able to come in April but can check if they can come sooner in March.

**7:00PM REGULAR MEETING**

1. Meeting Called to Order – Mayor Bingham

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

2. Opening Ceremony

a. Pledge of Allegiance

Mayor Sheri Bingham led in the Pledge of Allegiance.

b. Reverence

Council Member Wilcox offered reverence.

3. Upcoming Events

Mayor Bingham announced upcoming events

- a. Tomato Jam – every 3rd Monday @ 7:00 pm
- b. Volunteer Committees – Every 3rd Tuesday
- c. Every 3rd Wednesday – Emergency Preparedness
- d. April 12 – Spring Clean-up 8-1PM
- e. March 27 @6:00 Budget Meeting

4. Consent Items

- a) Motion- Approval of Minutes dated February 20, 2025  
Changes were made.

**COUNCIL MEMBER MARAGONI MOTIONED TO APPROVE THE MINUTES DATED FEBRUARY 20, 2025, WITH CORRECTIONS. COUNCIL MEMBER FOWERS SECONDED THE MOTION. VOTING AS FOLLOWS:**

<b><u>COUNCIL MEMBER:</u></b>	<b><u>VOTE:</u></b>
<b>WILCOX</b>	<b>AYE</b>
<b>MARIGONI</b>	<b>AYE</b>
<b>FOWERS</b>	<b>AYE</b>
<b>HILL</b>	<b>AYE</b>
<b>NORTHROP</b>	<b>AYE</b>
<b>MOTION PASSED.</b>	

5. Discussion Items, Reports, and/or Presentations

None

6. Public Hearings:

- a. Request to open the General Plan from Lowe Company.

**COUNCIL MEMBER WILCOX MOTIONED TO MOVE TO PUBLIC HEARING FOR THE REQUEST TO OPEN THE GENERAL PLAN FROM LOWE COMPANY. COUNCIL MEMBER MARIGONI SECONDED THE MOTION. VOTING AS FOLLOWS:**

<b><u>COUNCIL MEMBER:</u></b>	<b><u>VOTE:</u></b>
<b>WILCOX</b>	<b>AYE</b>
<b>MARIGONI</b>	<b>AYE</b>
<b>FOWERS</b>	<b>AYE</b>
<b>NORTHROP</b>	<b>AYE</b>
<b>HILL</b>	<b>AYE</b>
<b>MOTION PASSED.</b>	

**Public Comments:**

Michelle Marigoni (Hooper Resident): Questioned if there was a public hearing with planning commission. Mayor Bingham explained that she had legal advice to have it at either meeting, which is what is being done now.

Dylan Robinson (Hooper): Disagrees with opening the general plan.

Blake Marigoni (Hooper): questioned what the request is to open the general plan. The zoning?

Travis Bates (Hooper): asked the council what the purpose is, and will it serve hooper? Explained that we do not gain property taxes for it. Does not think it is wise.

Clink Hancock (Hooper): talks about him growing up here in Hooper. Clint Hancock felt like the rehab center is not the correct place for Hooper and would agree to having the development. This all started because he wanted to be close to family and wanted to build his own home.

Jenise Robinson (Hooper): asked for her understanding and what it means to open the general plan? When the General Plan is open is it parcel specific or would it allow others in the general plan at that time. – Mayor Bingham and city attorney Reed confirmed it is Parcel Specific.

Ben Warwood: questioned about lot 73 and who is going to take care of it and is not open to changing the general plan.

Amanda Prince (Hooper): reads 10-5-4 Zoning Ordinance and questioned on how that would work. Reed, City attorney, clarifies. Discussion between council, Malcolm and Amanda.

Kamie Hubbard (Hooper): explains that there is a lift station that is available to accept homes if they are half acre.

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

<b><u>COUNCIL MEMBER:</u></b>	<b><u>VOTE:</u></b>
<b>WILCOX</b>	<b>AYE</b>
<b>MARIGONI</b>	<b>AYE</b>
<b>FOWERS</b>	<b>AYE</b>
<b>NORTHROP</b>	<b>AYE</b>
<b>HILL</b>	<b>AYE</b>
<b>MOTION PASSED.</b>	

7. Action Items.

a. Motion – Request to open the General Plan from Lowe Company.

The presentation by Matt Lowe explained that he met with the city planner Malcolm, to know what needs to be done. Explained that if the request is granted, then they can discuss the possibilities.

The park that is shown on the map is maintained by the HOA. But open to the public. 1 acre does not work as a developer. Thinks that ½ acre will work and quarter acre is more what they would want. Talks about affordable housing.

Matt Lowe thinks that if the General plan is opened, it gives them the opportunity to have a conversation.

Council Member Wilcox asked if they were still interested in the drug and alcohol facility. Matt Lowe explains that he feels like it was set up to fail.

Council Member Wilcox explains that he felt that it was a leverage piece to get what he wants. Council Member Wilcox wants to think about how this will benefit the

city. Council Member Wilcox explained that he would be happy with smaller density, golf courses, etc.

The city attorney Reed Richards talks about if they open the general plan, they have to take action.

Council Member Hill says that conversations can be done with a concept conference, meetings, etc. Not opening up the general plan at any time. Gave the idea of doing the 55+ older community.

Matt Lowe asked what type of application he would apply for. Discussion between Malcolm and Matt.

Reed Richards explained that he has received some good guidance.

Council Member Hill says that he needs to go into the city and request a concept plan and bring some ideas to the table.

Matt Lowe asked for some feedback from the City Council. Feedback given.

Mayor Bingham explained that we do not have a big property tax to later than afford the cost of maintaining the roads.

**COUNCIL MEMBER NORTHROP MOTIONED TO TABLE THE REQUEST TO OPEN THE GENERAL PLAN FROM LOWE COMPANY UNTIL FURTHER CONCEPTS ARE PRESENTED TO THE CITY. COUNCIL MEMBER HILL SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

**MOTION TABLED.**

- b. Discussion/Motion: Legal Interim Services.  
Retain Brandon and Reed as legal services

**COUNCIL MEMBER WILCOX MOTIONED TO I MOTION THAT WE DO NOT ENACT INTERIM LEGAL SERVICES AS THEY ARE NOT NECESSARY, BUT INSTEAD RETAIN THE LEGAL SERVICES FOR REED AND BRANDON RICHARDS AS HOOPER CITY**



**ATTORNEYS AS WE HAVE FOR THE PAST 25 YEARS, WITH NO INTERRUPTION TO THEIR SERVICES. AS WE DID WITH JUB, WE WILL HAVE REED AND BRANDON SIGN A CONTRACT THAT CAN BE PROVIDED TO THE UTAH STATE AUDITOR. ALL WORDING IN THE CONTRACT, INCLUDING THE SCOPE OF SERVICES AND LEGAL SUPPORT PROVIDED WILL BE REVIEWED AND ADJUSTED AS NECESSARY BY THE CITY COUNCIL AND WILL BE APPROVED BY THE CITY COUNCIL. THIS MOTION ALSO MAKES CLEAR THAT THERE WILL BE NO RFP POSTED FOR LEGAL SERVICES. dCOUNCIL MEMBER FOWERS SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

**MOTION PASSED.**

- c. Discussion/Motion: RFP for Legal Services.  
Combination with (b) above.

- d. Discussion/Motion – To amend HCC 1-1-4(g) Meeting agenda; public comment.  
Mayor Bingham explained what is being decided on.

Council Member Marigoni would like to have a citizen comment and limit it to a time limit. Feels that it is an important aspect to our agenda.

Council Member Wilcox would like to try to put public comments to the front. Understands that there is pros and cons to it. Possibly put a time limit to public comments. Council Member Wilcox would like the citizens to be able to be heard and make comments.



Council Member Northrop explained what the agenda looked like in the year 2023.

Discussion between council members. Limit it to 30 minutes. Talked about the order of the agenda.

Trial for 90 days to move public comment to the front.

**COUNCIL MEMBER HILL MOTIONED TO TRIAL FOR 90 DAYS OF HCC 1-1-4(g) AS DISCUSSED WITH A POSSIBLE ORDINANCE CREATED AFTER THE 90 DAYS. COUNCIL MEMBER MARIGONI SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

**MOTION PASSED.**

8. Citizen Comment

Kelly Cooke (Hooper): Thanked council for their service. Talks about the meeting last Tuesday. Mentions the contention between all council members, not just Dale Fowers and Sheri Bingham. Asked to stop the bias.

Council Member Ryan Hill: thanks Kelly Cooke for her comment. Council Member Ryan Hill talks more about the meeting on last Tuesday and apologized to both families and was not meaning to bring them up at the last meeting.

9. Adjournment

**AT APPROXIMATELY 7:56 PM COUNCIL MEMBER MARIGONI MOVED TO ADJOURN THE MEETING. COUNCIL MEMBER HILL SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

<b>FOWERS</b>	<b>AYE</b>
<b>NORTHROP</b>	<b>AYE</b>
<b>HILL</b>	<b>AYE</b>
<b>MOTION PASSED.</b>	

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

\_\_\_\_\_  
Jamee Johnston, Deputy City Recorder

DRAFT

DEVELOPER'S AGREEMENT WITH HOOPER CITY CORPORATION

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

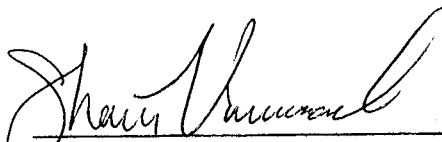
Title

HOOPER CITY CORPORATION

4-15-21  
Date

  
Mayor

ATTEST:

  
City Recorder



5580 W. 4600 S. Hooper UT 84315  
(801)732-1064 Fax: (801)732-0598 hoopercity@hotmail.com

License No: \_\_\_\_\_

New Business  Renewal

### BUSINESS LICENSE APPLICATION

Date Submitted: \_\_\_\_\_

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

#### SECTION I: Business Information

Business Name: Homegrown Farmette  
additional, dba Names: Growing Roots Farm School  
Business Address: 6049 W 4600 S Hooper Business Phone: [REDACTED]  
Mailing Address: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_  
Website: www.growingrootsfarmschool.com Email: [REDACTED]

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

#### Please check one of the following

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

#### SECTION II Federal and State Requirements

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

State Sales Tax No: 647-24-0026 Business Entity No: 14530721-0160

Federal ID (EIN) No: 33-2604842 Employer Withholding No: \_\_\_\_\_

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

State License Type (if any): license exempt No: \_\_\_\_\_ Expires: \_\_\_\_\_

Federal License Type (if any): \_\_\_\_\_ No: \_\_\_\_\_ Expires: \_\_\_\_\_

State/County Permit Type (if any): \_\_\_\_\_ No: \_\_\_\_\_ Expires: \_\_\_\_\_

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

#### SECTION III: Owner/Manager Information

Business Owner: Alaynia Winter Home Address: 6049 W 4600 S Hooper

Phone: [REDACTED] Email Address: [REDACTED]

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

Carla Manrubia - background check pending

SECTION IV Business Description

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

Home Business \_\_\_\_\_

Daycare/Preschool \_\_\_\_\_

In home preschool and homeschool co-op

**APPLICANT'S AGREEMENT**

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

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

Business Owner Signature: Alaynia Winter

Date: 1/24/25

**Business License Fee**

~~Minor Home Business~~ *commerial* \$100.00

**OFFICE USE ONLY**

\*\*\*\*\*

Date Approved: \_\_\_\_\_ License #: \_\_\_\_\_ City Council Date: \_\_\_\_\_

Amount Paid: \_\_\_\_\_ || Cash || Credit Card || Check# \_\_\_\_\_

- BUILDING DEPARTMENT -

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

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

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_