HOOPER CITY - AMENDED
CITY COUNCIL AGENDA
NOVEMBER 6, 2025, 7:00PM

COUNCIL CHAMBERS
5580 W. 4600 S.
Hooper, UT 84315

Notice is hereby given that the Hooper City Council will hold a work meeting at 6:00pm and their regularly scheduled meeting at 7pm on Thursday, November 6, 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. JUB sewer lift station design invoice
3. RAMP Grant ideas for 2026

Regular Meeting – 7:00pm

1. Meeting Called to Order
2. Opening Ceremony
   a. Pledge of Allegiance – Councilmember Fowers
   b. Reverence – Councilmember Hill
3. Upcoming events
4. Public Comments
5. Consent Items
   a. Approval of minutes dated August 7, 2025, to be brought forward for additional review
   b. Approval of minutes dated October 2, 2025
6. Public Hearings
7. Discussion Items, Reports, and/or Presentations
   a. Preparation for a new Parks Impact Fee Facility Plan (IFFP).
   b. Hooper City participation with America 250
   c. Planning Commission Policy and Procedures
8. Action Items
   a. Motion: Resolution No. 2025-06; Supporting America250 Utah and Recognizing and Approving of the Hooper City Utah250 Community Committee
   b. Possible Motion to approve Planning commission's request for state auditors' presentation on November 13th, 2025
   c. Motion: Approval of Ordinance O-2025-04; Shifting of Mayoral Powers and Duties to the City Council
   d. Possible Motion to approve the Hooper City participation with Wreaths across America
9. Adjournment

Morghan Yeoman

Morghan Yeoman, City Recorder

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

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Hooper City limits on this 6th day of November, 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.

J-U-B ENGINEERS, INC.

J-U-B COMPANIES | THE LANGDON GROUP | GATEWAY MAPPING INC.

Invoice

Hooper City	October 12, 2023
Dale Fowers	Project No: 55-22-044
5580 West 4600 South	Invoice No: 0166904
Hooper, UT 84315	Page 1

Project 55-22-044 Hooper: Planning Services 2022

Professional Services from September 3, 2023 to September 30, 2023

Task 009 Regional Lift Station Design & Bidding

Fee

Total Fee	85,000.00			
Percent Complete	100.00	Total Earned	85,000.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	85,000.00	
		Total Fee		**85,000.00**
		Total this Task		**$85,000.00**

	Current	Prior	Total
Billings to Date	**85,000.00**	**0.00**	**85,000.00**

Total this Invoice	**$85,000.00**
Paid check #22825	**$15,000.00**
Total Amount Due	**$70,000.00**

Project Manager

HOOPER CITY
CITY COUNCIL MEETING MINUTES
THURSDAY, AUGUST 07, 2025, 7:00PM

COUNCIL CHAMBERS
5580 W. 4600 S.
Hooper, UT 84315

The Hooper City Council held a work meeting at 5:30pm and their regular meeting at 7pm on August 07, 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
Ryan Hill – City Council

COUNCIL MEMBERS EXCUSED:
Lisa Northrop – City Council

CITY STAFF & PLANNING COMMISSION PRESENT:
Morghan Yeoman – City Recorder
Malcolm Jenkins – City Planner
Reed Richards – City Attorney

5:30PM WORK MEETING

1. Discussion on Agenda Items
   At 5:30 PM, the City Council held a work meeting to discuss agenda items,
   The City Council discussed the economic and fiscal impact analysis related to proposed developments, including the Terrestrada LLC project, with Jason Burningham from LRB. Jason reiterated key findings from the study, emphasizing that commercial development generates net positive fiscal benefits through sales tax and other revenues, and offsetting costs. He clarified that residential components contribute to net negative fiscal impacts, but the overall project is net positive. Discussion included questions on cost allocation, revenue projections over 22 years, incremental expenses, and distinctions between residential and commercial impacts. Jason addressed misconceptions about the study's interpretation and confirmed the integrity of the analysis.

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
    Council Member Fowers led in the Pledge of Allegiance.

    b. Reverence
    Council Member Hill offered reverence.

3. Upcoming Events:
    a. Mayor Bingham announced the winners of Jr. Rodeo and Queen.
    b. Hooper tomato days family dinner and dance on Monday, August 25th
    c. CWSD truth in taxation; August 18th at 6pm at the Central Weber Sewer located at 2618 W Pioneer Road in Marriot Slaterville.
    d. Mayor Bingham announced Brent Taylor events that will be announced more regularly for residents to get involved.

4. Public Comments:

Amanda Prince- Hooper Resident
Amanda questions the information during the discussion done in the work session, property tax regarding the Smith's project, and Amanda has CRA questions and wanted some answers.

Travis Bates- Hooper Resident
Explained to city council that Smiths wants the property. Travis would like council to realize that Smiths will bring in other residents rather than just hooper residents. Travis would like city council to look into the CRA. Travis supports the Smith's Project but not at the cost of the CRA.

Staci Judkins – Hooper Resident
Staci stated that Smith's is not part of the General Plan. Staci spoke on her thoughts toward Stuart Adams and the Smith's development. Staci Feels that Stuart Adams and Mayor Bingham are taking advantage of the citizens and what they voted for. Staci also spoke on the election and asked residents to pay attention to who they vote for.

Karen Peterson – Hooper Resident
Karen read the logo of Hooper. Karen commented on what the Hooper logo means. She feels that Smith's is here to make itself money and does not support Hooper. She spoke on the residential plan for the Smith's development. Karen asked for City council to vote no.

Bruce Taylor – Hooper Resident
Bruce stated why he is against the Smiths' development. He would like to see Hooper remain rural. Bruce questioned how Smith's would help the city's financials. Bruce would like to see this denied and move on.

Jake Kelso – Hooper Resident
Jake talked about what was discussed in the work session. Jake feels that the information that was given in the work session wasn't fully correct from previous meetings. He also spoke about his feelings toward Stuart Adams. Jake asked for City Council to deny the Smith's project.

Larry Ropelato – Hooper Resident
Larry stated he is for the Smith's development. He stated that he understands it more after sitting through the work session. Larry feels that Hooper would benefit from Smith's.

5. Consent Items
   a) Motion- Approval of Minutes dated July 17, 2025
   Council had discussion regarding the vote on removing mayoral powers and some verbiage stated in the minutes.

COUNCIL MEMBER WILCOX MOTIONED TO APPROVE THE MINUTES DATED JULY 17, 2025, WITH WORDING CORRECTIONS. COUNCIL MEMBER HILL SECONDED THE MOTION. VOTING AS FOLLOWS:

COUNCIL MEMBER:	**VOTE:**
WILCOX	**AYE**
FOWERS	**AYE**
HILL	**AYE**
MARIGONI	**AYE**

MOTION APPROVED.

6. Public Hearings:
   None

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

a. <u>Tomato Days; Erin Maughan</u>
Mayor Bingham explained that Erin Maughan could not be here tonight. Erin emailed all City Council on what she would like to have help on by council members.
Council Member Hill asked why the family dinner had been moved to another day and stated that he feels that City Council has not been involved in the planning this year.

8. <u>Action Items:</u>
   a. <u>Discussion/Motion: Reconsideration of Renevestors LLC request for rezone located at 4440 S 6300 W.</u>

Reed Richards, the city attorney, explained that this had been brought up a few years ago. With some litigation going back and forth, planning commission approving it, and city council not approving it. The city attorney Reed Richards asked the council if they can grant the request.
Matthew Koyle, the attorney representing Renovestors spoke about what is being asked by Mr. Crabtree and what he would like to do to the property. Mr. Crabtree commented on what he is looking for tonight. Graphics were passed out to the city council. Mr. Crabtree explained that he was granted an ADU last year, so he is confused why that could be approved but not the parcel divided in half to make both sides half acre.

COUNCIL MEMBER HILL MOTIONED TO RECONSIDER AND APPROVE THE REZONE FOR RENEVESTORS LLC AT 4440 S 6300 W TO R2. COUNCIL MEMBER WILCOX SECONDED THE MOTION. VOTING AS FOLLOWS:

COUNCIL MEMBER:	**VOTE:**
WILCOX	**AYE**
FOWERS	**AYE**
HILL	**AYE**
MARIGONI	**AYE**

MOTION APPROVED.

   b. <u>Discussion of Terrestrada LLC development.</u>

The City Council discussed the Terrestrada LLC development, including conditional approval for a general plan amendment, rezone request, and development agreements. Discussion referenced the fiscal analysis presented

in the work meeting, focusing on the need for a regional lift station, sewer trunk line replacement, and potential inclusion of adjacent properties in a Community Reinvestment Area (CRA). Council members raised concerns about costs, resident impacts, affordability, and the need for more information. Suggestions included conducting a resident survey to gauge support.
No motion was made; the council agreed to gather more data before deciding.

c. Discussion/Motion: Fee Schedule:

The City Council discussed updates to the fee schedule, including park rental fees, Sunday activities at parks, resident vs. non-resident rates, and cleanup costs. Concerns were raised about Sunday tournaments generating traffic, potential police calls, and insufficient fees to cover expenses. Proposed changes included increasing full park rental from $500 to $750 (residents) and $1,500 (non-residents), $50-$100 for ball fields, and eliminating deposits in favor of credit cards on file. Discussion noted comparisons with other cities and the need for public hearing. The council agreed to review a revised schedule, include it in the next packet, and hold a public hearing at the August 21, 2025, meeting.
No motion was made.

d. Additional Discussion:
Council Member Fowers inquired about a recent hiring process for a city position. Mayor Bingham confirmed no one was hired, with only one interview conducted by staff, and additional interviews pending.

Council Member Hill requested adding a recurring line item for budget presentations at the second council meeting each month (or the only meeting if applicable). The council agreed, placing it under discussion items.

9. Adjournment

AT APPROXIMATELY 8:25 PM COUNCIL MEMBER FOWERS MOVED TO ADJOURN THE MEETING. COUNCIL MEMBER MARIGONI SECONDED THE MOTION. VOTING AS FOLLOWS:

COUNCIL MEMBER:	**VOTE:**
WILCOX	**AYE**

FOWERS	**AYE**
HILL	**AYE**
MARIGONI	**AYE**

MOTION PASSED.

Date Approved: ______________________________

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Jamee Johnston, Deputy City Recorder

HOOPER CITY
CITY COUNCIL MEETING MINUTES
THURSDAY, OCTOBER 02, 2025, 7:00PM

COUNCIL CHAMBERS
5580 W. 4600 S.
Hooper, UT 84315

The Hooper City Council held a work meeting at 6:00pm and their regular meeting at 7pm on October 02, 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
Ryan Hill – City Council
Lisa Northrop – City Council
Debra Marigoni – City Council

COUNCIL MEMBERS EXCUSED:

CITY STAFF & PLANNING COMMISSION PRESENT:
Malcolm Jenkins – City Planner
Darren Curtis – City Attorney

6:00PM WORK MEETING

1. Discussion on Agenda Items
   At 6:00 PM, the City Council held a work meeting to discuss agenda items. The city Council discussed changing the city's website domain to better distinguish it from other Hooper cities in the United States, as recommended by the web designer. The City Council discussed the fee schedule including zoning code enforcement civil fines with timeframe, perpetual care fund for the cemetery. Council also spoke on the fire department, the emergency trailer storage, and a Hooper resident nine-year-old ordinance violation issue.

2. Oversized Structures
   Malcolm explained the Oversized Structures. The council discussed oversized structures and ADU's.

3. Employee Positions
   The Council discussed employee retention issues, noting recent losses of key staff and concerns about city operations.

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 Bingham led in the Pledge of Allegiance.

   b. Reverence
      Council Member Northrop offered reverence.

3. Upcoming Events:
   a. Halloween Haunt; October 11, 2025
   b. Mayor Bingham announced the monthly newsletter posted at Hoopercity.gov.

4. Public Comments:
   None

5. Consent Items
   Council Member Hill spoke on previous approved minutes dated August 07, 2025. Council Member Hill spoke on wanting to make changes to the approved minutes and voted to bring them back to the next council meeting.

COUNCIL MEMBER HILL MOTIONED TO REEXAMINE THE MINUTES DATED AUGUST 07, 2025, TO LOOK AT THE MEETING MINUTES SECTION 8B. COUNCIL MEMBER MARIGONI SECONDED THE MOTION. VOTING AS FOLLOWS:

COUNCIL MEMBER:	**VOTE:**
WILCOX	**AYE**
FOWERS	**AYE**
HILL	**AYE**
MARIGONI	**AYE**
NORTHROP	**AYE**

MOTION APPROVED.

a) Motion- Approval of Minutes dated August 21, 2025

COUNCIL MEMBER HILL MOTIONED TO APPROVE THE MINUTES DATED AUGUST 21, 2025, WITH NO MORE CORRECTIONS. COUNCIL MEMBER WILCOX SECONDED THE MOTION. VOTING AS FOLLOWS:

COUNCIL MEMBER:	**VOTE:**
WILCOX	**AYE**
FOWERS	**AYE**
HILL	**AYE**
MARIGONI	**AYE**
NORTHROP	**AYE**

MOTION APPROVED.

b) Motion- Approval of Minutes dated September 18, 2025

COUNCIL MEMBER NORTHROP MOTIONED TO APPROVE THE MINUTES DATED SEPTEMBER 18, 2025, WITH NO CORRECTIONS. COUNCIL MEMBER HILL SECONDED THE MOTION. VOTING AS FOLLOWS:

COUNCIL MEMBER:	**VOTE:**
WILCOX	**AYE**
FOWERS	**AYE**
HILL	**AYE**
MARIGONI	**AYE**
NORTHROP	**AYE**

MOTION APPROVED.

6. Public Hearings:
   None

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

   a. Discussion: Withdrawn application from Terrestrada LLC concerning the following.
      i. Discussion and consideration of possible motion of conditional approval general plan.

ii. Discussion and consideration of possible motion of conditional approval for rezone request.

iii. Discussion and consideration of conditional approval subject to finalization of development agreements for Terrastrada LLC.

Council Member Hill explained the timeline of events and circumstances regarding Terrastrada LLC.
Mayor Bingham explained the meeting agenda and explained the Terrastrada LLC timeline of events.
Council Members spoke on the Terrastrada LLC previous discussion and the Terrastrada LLC withdrawal.
Council Members also discussed the agenda and the process of getting something on the agenda. Morghan, the city recorder, will now send the agenda to the Council Members first to preview before posting it to the public.
Council Members Wilcox spoke on city employees and key employees leaving with suggestions of getting involved with city employees to make sure it is running efficiently.

b. <u>Discussion: Oversized Structures.</u>
Malcolm Jenkins, the City Planner, provided discussion on oversized structures. Malcolm raised concerns about the definition of a "common wall" for attached secondary dwelling units. Council discussed clarifying a common wall.

8. <u>Action Items:</u>
   a. <u>Motion: Approval of Resolution 2025-05: City Fee Updates.</u>
   The City Council discussed the proposed fee schedule updates in the work meeting.

COUNCIL MEMBER HILL MOTIONED TO APPROVE RESOLUTION 2025-05 CITY FEE UPDATES, INCLUDING THE UPDATED CEMETERY FEE OF 50 ADDITIONAL DOLLARS FOR RESIDENTS AND NON-RESIDENTS TO BE PUT IN A PERPETUAL FUND. COUNCIL MEMBER MARIGONI SECONDED THE MOTION. VOTING AS FOLLOWS:

COUNCIL MEMBER:	**VOTE:**

WILCOX	**AYE**
FOWERS	**AYE**
HILL	**AYE**
MARIGONI	**AYE**
NORTHROP	**AYE**

MOTION APPROVED.

9. Adjournment

AT APPROXIMATELY 7:47 PM COUNCIL MEMBER MARIGONI MOVED TO ADJOURN THE MEETING. COUNCIL MEMBER FOWERS SECONDED THE MOTION. VOTING AS FOLLOWS:

COUNCIL MEMBER:	VOTE:
WILCOX	**AYE**
FOWERS	**AYE**
HILL	**AYE**
MARIGONI	**AYE**
NORTHROP	**AYE**

MOTION PASSED.

Date Approved: ______________________________

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Jamee Johnston, Deputy City Recorder

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: **55-25-071**
J-U-B Project Manager: **Taylor Stauffer**

This Agreement entered into and effective this _____ day of _____ 2025**,** between Hooper City , hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: develop a parks master plan through public involvement and analysis of exisitng and purposed facilites.Coordinate a IFFP and IFA to guide long term funding and planning hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	**Sherri Bingham**	Work telephone	**801-732-1064**
	Address	**5580 West 4600 South**	Home/cell phone	
		Hooper, UT 84315	FAX telephone	
			E-mail address	**sbingham@hoopercity.com**

For J-U-B:

1.	Name	**Taylor Stauffer**	Work telephone	**801-547-0393**
	Address	**466 North 900 West**	Cell phone	**385-207-9147**
		Kaysville, Utah 84037	FAX telephone	
			E-mail address	**tstauffer@jub.com**

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1.** A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: ______________________

Remarks: ______________________

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:	J-U-B ENGINEERS, Inc.:
Hooper City	**466 North 900 West**
NAME	STREET
5580 West 4600 Sout	**Kaysville, Utah 84037**
STREET	CITY / STATE / ZIP CODE
Hooper, UT 84315	
CITY / STATE / ZIP CODE	BY (Signature)
	Bryce Wilcox / Area Manager
BY (Signature)	NAME / TITLE
NAME / TITLE	
BY (Signature)	
ADDITIONAL NAME / TITLE	

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

- ☒ **Attachment 1** – Scope of Services, Schedule, and Basis of Fee
- ☐ **Attachment 2** – Special Provisions
- ☐ **Standard Exhibit A** – Construction Phase Services

REV: 4/23

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.
TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties;. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A** – Construction Phase Services is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement , award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars ($25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

CYBER INSURANCE

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than $2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Parks and Outdoor Recreation Master Plan, IFFP, and IFA

CLIENT: Hooper City

J-U-B PROJECT NUMBER: 55-25-071

CLIENT PROJECT NUMBER:

ATTACHMENT TO:

☒ **AGREEMENT DATED: 10/21/2025; or**

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED:**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

CLIENT requested J-U-B to update the Hooper Parks, Trails, and Open Space Master Plan, together with an Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA). This contract is an agreement that will cover the work performed by J-U-B to analyze existing and proposed facilities, then create the master plan document. The delivered master plan document will then guide the work to update the IFFP and IFA for the City. The IFFP will identify park, trail, and open space facilities required to serve growth and demand resulting from new development and determine which projects may be funded with impact fees.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. **Task 010: Master Plan Part 1 – Inventory and Data Collection**

For this task, J-U-B will use information provided by the Hooper City General Plan to create a draft of the Parks, Trails, and Open Space Plan and provide a framework for the IFFP and IFA to follow. This phase will include initial data collection to identify community values, priorities, areas of concern, and establish goals and objectives for Hooper City parks, trails, and open spaces, including improvement projects.

1. **Subtask 001: Inventory and Data Collection**

   J-U-B will:

   a. Map existing parks, existing trails, existing walkable and drivable service area, park classification maps, overall system map
   b. Update demographic and population data
   c. Summarize parks and recreation amenities, supply, and condition
   d. Assumptions:
      i. CLIENT will provide facility data, condition, pictures, and other related information.
   e. Deliverables:

   i. Provide application for field mapping for City for the City to conduct an inventory of their park system.
   ii. Draft maps of planning/service area and existing parks, trails, and open spaces.

B. **Task 020: Master Plan Part 2 – Existing & Proposed: Analyze Level of Service and Excess Capacity, Mapping, and Written Documentation/Plan**

For this phase, J-U-B will analyze the Level of Service by mapping existing and proposed parks and recreation and evaluating it based on population forecasts and the desires of the city for expansion of the park system based on project growth. This will include looking at deficiencies and surpluses. Priorities will be established and included in a written document with supporting maps and charts.

1. **Subtask 001: Existing and Proposed – Analyze Level of Service and Excess Capacity**
   a. Establish a park classification system that works for the City
   b. Define service areas (radial vs. driving)
   c. Identify desired recreation programs (based on survey results and available manpower for maintenance, staffing, etc.)
   d. Establish desired level of service
   e. Identify deficiencies and/or surpluses
   f. Determine demand on park service/infrastructure based on growth
   g. Generate capital improvement project list and set priorities
   h. Assumptions:
      i. CLIENT will provide facility data and other related information as necessary to complete analysis in compliance with Utah State Code 11-36a-306
   i. Deliverables:
      i. Results will be compiled in the IFFP and incorporated into the Master Plan
2. **Subtask 002: Mapping**
   a. Generate map layouts of previous maps/analysis data
   b. Provide a 60% map review package to the client, and incorporate revisions
   c. Provide a 100% map review package to the client, and incorporate revisions
   d. Assumptions:
      i. GIS data layers for relevant data are readily available
      ii. Two rounds of review and revisions to maps are included
   e. Deliverables:
      i. Maps to be included in the IFFP and incorporated into the Master Plan
3. **Subtask 003: Written Document/Plan**
   a. Develop a written Parks, Trails, and Open Space Master Plan document.
   b. Include certifications in compliance with 11-36a-306 of Utah State Code
   c. Assumptions:
      i. J-U-B will prepare 60% and 100% drafts of the Master Plan and IFFP for CLIENT review according to project schedule
      ii. CLIENT will review and provide comments on 60% and 100% drafts of the Master Plan and IFFP according to project schedule
   d. Deliverables:
      i. 60% and 100% drafts, along with a final Parks, Trails, and Open Space Master Plan document, incorporating the IFFP, to include one digital (.pdf) copy and one print copy

C. **Task 030: IFFP, IFA, Notice and Enactments**

For this task, J-U-B will draft the IFFP and conduct the IFA in compliance with the requirements of Utah State Code 11-36a-306 and conduct internal QC reviews of deliverables.

1. **Subtask 001: Impact Fee Analysis**
   a. Identify anticipated impact on, or consumption of, existing capacity of facilities by anticipated development

b. Identify anticipated impact on system improvements required by new development activity to maintain levels of service
c. Demonstrate how anticipated impacts to facilities are reasonably related to new development
d. Estimate proportionate shares of costs for existing capacity that will be recouped and costs of impacts on system improvements that are reasonably related to new development
e. Estimate cost of improvements required for facilities
f. Identify how impact fees were calculated
g. Assumptions:
    i. CLIENT will provide facility data and other related information as necessary to complete analysis in compliance with Utah State Code 11-36a-304 and 305.
h. Deliverables:
    i. Results will be compiled in the IFFP and incorporated into the Master Plan
    ii. Final draft of the IFA incorporated into the Master Plan, to include one digital (.pdf) copy and one print copy

2. **Subtask 002: Noticing & Enactments**
    a. J-U-B will assist in the noticing prior to starting the impact fee process, after the IFFP and IFA have been completed, and in drafting a sample enactment ordinance
    b. Assumptions:
        i. CLIENT will post notices and enactment
    c. Deliverables:
        i. Information used in the creation of the notices and formal policy

D. **Task 040: Project Management and Closeout**

This phase is ongoing throughout the project including meetings, coordination, invoicing, and regular communications on project progress. It ends with closeout of the project.

1. Set up the project into J-U-B's financial and record-keeping systems for document retention and project controls
2. Conduct project planning and risk assessment
3. Coordinate quality assurance/quality control (QA/QC) processes
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required
5. Regularly monitor project status, budget, and schedule
6. Attend monthly (up to 12) client meetings (1-hour each, 1-hour travel) for project kick-off, status report, and review
7. During periods of project activity, provide a regular report to CLIENT on project status, budget, and schedule
8. Provide a monthly invoice including budget status
9. Provide ongoing document handling and filing
10. Archive paper and electronic files and records
11. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required
12. Close financial billing and accounting records in J-U-B's financial and record-keeping systems

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. **CLIENT-Provided Work -** CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. Provide available demographic data for Hooper City
2. Conduct an inventory of the parks system (using application provided by J-U-B)
3. Gather public opinion about Hooper's parks and outdoor recreation (as part of the general plan update) and provide the results to J-U-B for use within this plan.

B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Lump Sum fees:
   a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services completed during the billing period.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. **Period of Services**

1. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
001	Master Plan Part 1 – Parks, Trails, and Open Space Plan Inventory & Data Collection	Lump Sum	$6,200	Concurrent with work progress
002	Master Plan Part 2 – Existing & Proposed: Analyze Level of Service and Excess Capacity, Mapping, and Written Documentation/Plan	Lump Sum	$38,400	Draft for CLIENT review 6 months after executed contract, notice to proceed, and receipt of all required data
003	IFFP, IFA, Notice and Enactments	Lump Sum	$25,400	Draft for CLIENT review 9 months after executed contract, notice to proceed, and receipt of all required data
004	Project Management and Closeout	Lump Sum	$18,000	Concurrent with work progress
		Total:	**$88,000**	

PART 5 - CERTIFICATIONS AND DELIVERABLES

A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes, graphics, and document editing (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

Exhibit(s):

For internal J-U-B use only:

PROJECT LOCATION (STATE): Utah

TYPE OF WORK: City

R&D: Yes

DISCIPLINE: Municipal

PROJECT DESCRIPTION(S)**:**

1. Planning (P05)
2. Landscape Architecture (L03)

City Council/Staff Discussion

Overview

Accessory Structure

Table 10-2B-2: Allowed Use in Residential Zones
P=principal permitted; A=accessory; C=conditional; (-)=prohibited

Allowed Use	R1	R.75	R2	R3	R4	ROS	HDR	PUD
Accessory structure, ≤ 200 square feet	A	A	A	A	A	A	-	A
Accessory structure, ≤1200 square feet	A	A	A	A	A	A	-	-
Accessory structure 1201 to 1600 square feet	A	A	A	C	C	C	-	-
Accessory structure 1601 to 1800 square feet	A	A	C	C	C	C	-	-
Accessory structure 1801 to 2000 square feet	A	C	C	C	C	C	-	-
Accessory structure > 2000 square feet	C	C	C	C	C	C	-	-

Table 10-2B-2: Allowed Use in Residential Zones
P=principal permitted; A=accessory; C=conditional; (-)=prohibited

Allowed Use	R1	R.75	R2	R3	R4	ROS	HDR	PUD
Accessory structure, ≤ 200 square feet	A	A	A	A	A	A	-	A
Accessory structure, ≤1200 square feet	A	A	A	A	A	A	-	-
Accessory structure 1201 to 2500 square feet	A	A	A	C	C	C	-	-
Accessory structure 2501 to 3000 square feet	A	A	C	C	C	C	-	-
Accessory structure 3001 to 5000 square feet	A	C	C	C	C	C	-	-
Accessory structure > 5000 square feet	C	C	C	C	C	C	-	-

Parking

10-4D-2

Dwelling, secondary attached or detached: 1 per dwelling

Dwelling, single family detached: 1 per dwelling unit

Ordinance Updates

10-1A-1 Definitions – Zoning And Subdivision

DWELLING, SECONDARY ATTACHED: A dwelling unit for one (1) family that shares a common wall or walls with the principal dwelling, has a separate outside entrance from the principal dwelling. The secondary unit may have separately metered (utilities). For the duration of time that either the primary residence or the attached accessory dwelling unit is being rented, the dwelling not being rented must be occupied by the owner of the property. Proof of occupancy must be provided to city annually. The city may also require proof of occupancy at any point in time. Any exception to the owner occupancy requirement must be approved by the Planning Commission. In the event of violation of this requirement, a fine may be issued and/or the property owner charged with a misdemeanor. All applicants applying for an ADU permit shall sign an agreement acknowledging and agreeing to this ordinance. If at some point in time the property is sold, the new owner will be required to sign an agreement with the city acknowledging and agreeing to this ordinance.

DWELLING, SECONDARY DETACHED: A dwelling unit for one (1) family that shares a lot or parcel with the principal dwelling , is a minimum of 400 square feet and a maximum of 960 square feet of living area, exclusive garage, covered porch, or patio. The secondary unit may have separately metered (utilities), must contain a kitchen and bathroom facilities. The secondary unit must meet the minimum setback from property lines as identified for a dwelling. A single family detached ADU must not have any part of the unit extend beyond the furthest rear corner of the primary residential structure. For the duration of time that either the primary residence or the detached accessory dwelling unit is being rented, the dwelling not being rented must be occupied by the owner of the property. Proof of occupancy must be provided to the city annually. The city may also require proof of occupancy at any point in time. Any exception to the owner occupancy requirement must be approved by the Planning Commission. In the event of a violation of this requirement, a fine may be issued and/or the property owner charged with a misdemeanor. All applicants applying for an ADU permit shall sign an agreement acknowledging and agreeing to this ordinance. If at some point in time the property is sold, the new owner will be required to sign an agreement with the city acknowledging and agreeing to this ordinance.

10-2B-6 Accessory Structure Requirements In A Residential Zone

H. A structure that is used as an accessory dwelling unit for a single family and may or may not be attached to the principal dwelling unit property. It must meet all setbacks and side yard requirements. No part of the accessory dwelling unit may extend beyond the furthest rear corner of the primary residential structure. The detached accessory dwelling unit should not exceed twenty five (25) feet in height and but be at least 400 square feet of living area and cannot exceed 960 square feet of living area, exclusive of garage, covered porch, or patio. The aesthetics and design of the accessory dwelling until should be consistent and complimentary to the principal dwelling unit. The property owner must occupy one of the units as their primary residence.

Summary Of Proposed Changes

- Increase allowed accessory structure size
- Increase detached, accessory dwelling unit size
- Allow one DADU and one IADU per primary dwelling
- Allow DADU to reach center of primary residence
- IADU must meet primary dwelling setbacks
- Require 2 parking for home and a DADU instead of 1
- Made fine for violation daily
- Shall not be rented for less than 30 days/no short term rental

Questions for Council

- Utility metering?
- IADU maintains appearance of a single-family residence in what ways?
- Roof Pitch?
- Number 18 not to be sold?

HOOPER CITY RESOLUTION 2025-06

Supporting America250 Utah and
Recognizing and Approving of the Hooper City Utah250 Community Committee

WHEREAS, Governor Spencer J. Cox and the Utah State Legislature created the America250 Utah Commission (also known as America250 Utah);

WHEREAS, the mission of America250 Utah is to commemorate and celebrate, reflect on our nation's past, build community, and look toward the future by educating, engaging, and uniting Utahns and visitors to our state;

WHEREAS, America250 Utah is seeking partnerships with counties and municipalities to further its mission;

WHEREAS, this partnership will be formed by creating a local committee called the Hooper City Utah250 Community Committee.

WHEREAS, the Hooper City Utah250 Community Committee will focus on important events, people, and places within ***Hooper City*** to commemorate and celebrate Hooper City's role in America's 250th anniversary; and

WHEREAS, local projects will enhance tourism, community building, and economic development opportunities.

NOW, THEREFORE BE IT RESOLVED, that the Hooper City Council:

1. Hereby recognizes the Hooper City Utah250 Community Committee as its official committee.
2. Will partner with America250 Utah.
3. Will support signature programs of the America250 Utah Commission; and
4. Will support the Hooper City Utah250 Community Committee in its local efforts to educate, engage, and unify Utahns and our visitors in ***Hooper City***.

Passed and adopted by the City Council at its regular meeting on the _______ day of

__________________, 2025.

ATTEST: HOOPER CITY CORPORATION:

_______________________________ _______________________________
Morghan Yeoman, City Recorder Sheri Bingham, Mayor

This Resolution has been approved by the following vote of the Hooper City Council:

Councilmember Hill	_________
Councilmember Fowers	_________
Councilmember Marigoni	_________

Councilmember Northrop	__________
Councilmember Wilcox	__________

HOOPER CITY PLANNING COMMISSION POLICIES AND PROCEDURES

5580 West 4600 South Hooper, Utah 84315 ║ Telephone (801) 732-1064 ║

As provided for in Hooper City Code 10-5B-3(B), The Hooper City Planning Commission hereby adopts and establishes these Policies and Procedures and Bylaws, for the conduct of its meetings, the processing of applications, and for any other purposes considered necessary for the functioning of the Planning Commission. These Policies and Procedures shall govern the proceedings of the Hooper City Planning Commission ("Commission") and shall be consistent with applicable provisions of the Utah Code ("Utah Code") and Hooper City Code of Ordinances. ("Hooper City Ordinances").

I. AUTHORITY AND DUTIES

A. The Commission shall act on all planning matters that arise within the jurisdiction of Hooper City ("City") as required or permitted by Utah Code and/or Hooper City Ordinances.

   1. In fulfilling its role as the Land Use Authority, The Planning Commission is responsible for the following, but may delegate any task to the Technical Review Committee (TRC) or other City staff:

      a. Rendering a land use decision on all subdivision applications and petitions under 10.8. This shall remain under the jurisdiction and authority of the Planning Commission
      b. Reviewing all applications under Chapter 10.8 in an impartial manner and according to the standards and deadlines described in the Chapter. This shall be performed by the Planning Commission, Support Staff, and the TRC.
      c. Providing feedback to applicants in the manner required by Chapter 10.8. This shall be delegated to the Support Staff.
      d. Scheduling and holding a pre-application meeting with potential applicants as requested. Scheduling of pre-application meetings shall be executed by the Support Staff, who will consult with the Chair. Pre-application meeting notifications and invitations shall be provided to the applicant and the TRC by the Support Staff.
      e. Keeping subdivision application forms and related informational material up to date and publicly accessible and distributing such forms and materials to potential applicants. This shall be delegated to the Support Staff, who will consult with the Chair.
      f. Providing notice to entities and parties as required in Chapter 10.8. This shall be delegated to the Support Staff.

g. Signing application and petition approvals as required in Chapter 10.8. This shall be performed by the Chair or his/her designee.
h. Ensuring that documents are properly recorded with the County as required in Chapter 10.8. This shall be delegated to the Support Staff.

B. The delegation of the items in this section are able to be changed by a majority vote of the Planning Commission without needing to go before the City Council.

II. ORGANIZATION

A. The membership and appointment of the Planning Commission shall be governed by the provisions of the Utah Code and the provisions of the Hooper City Code.
B. All members, including the Chair, shall be entitled to one vote on all matters properly brought before the Commission for action.
C. The terms of members shall be as set forth in the Hooper City Ordinances.
D. Appointment of Chair and Vice-Chair: The Planning Commission, during the first regular meeting in the new calendar year, and at other times as required, shall elect a Chair and Vice-Chair from the duly appointed members of the Commission, by the majority vote of the total membership, to serve a term of one year. The members of the Commission shall nominate One (1) of their members as chair and one (1) of their members as vice-chair. The Chair and Vice-Chair may serve consecutive terms.
    1. Chair - Duties
        a. The Chair shall serve as the presiding officer of the commission and shall preside at all meetings of the Commission providing general direction for the meetings, assuring proper order of the Commission and public in all proceedings. Such duties shall include:
        b. Announcing the business before the Commission in the order in which it is to be acted upon;
        c. Receiving and submitting in the proper manner all motions and propositions presented by the members of the Commission;
        d. Putting to a vote all questions, which are properly moved, or necessarily arise in the course of proceedings and to announce the result thereof;
        e. Informing the Commission, when necessary, or when referred to for that purpose, on any point of order or practice. In the course of discharge of this duty, the Chair shall have the right to call upon Legal Counsel for advice;
        f. Maintaining order at the meetings of the Commission;
        g. Moving the agenda along, holding down redundancy, referencing handouts and procedures in a sensitive way during meetings;

h. Recognizing speakers prior to receiving comments and presentations of physical evidence, i.e., plans and pictures; and
i. Receiving documents or other physical evidence as part of the record.
j. It shall be the duty of the Chair to authenticate by signature when necessary, or when directed by the Commission, all of the acts, orders and proceedings of the Commission.
k. The Chair may rule out of order any comment which is irrelevant, personal, or not pertinent to the matter being heard.
l. The Chair may designate members of the Commission to make specific studies and reports or personal observation of property and land uses, when necessary for proper consideration of agenda items. No more than three Commission members should gather on any such assignment at the same location and time; otherwise, open meeting rules will apply.
m. Coordinate with the Support Staff to provide an agenda for each public meeting, and timely reports and other relevant information to the Commission.
n. Execute all official documents and letters of the Commission
o. Identify and bring before the Commission such policy matters as are within the purview of the Commission.
p. Call for and coordinate with the Commission and Support Staff to provide meetings outside of regular meetings, as needed.
q. The Chair may create subcommittees as deemed necessary. Members of subcommittees shall be Commission Members.
r. Subject to these rules and further instructions from the Commission, the Chair shall direct the official business of the Commission, interface with the Mayor in the conduct and affairs of the Commission, request needed staff assistance from the Support Staff or the City Council, and exercise general management direction of the affairs of the Commission.
s. Coordinate with the Support Staff to provide an inclusive copy of each and every completed subdivision application, along with any additional documentation pertaining to the subject subdivision to the Planning Commission, for their review, at the same time this information is provided to the TRC for its initial review. This information should be emailed separately to each of the commissioners and should take place at the beginning of the first review cycle.

2. Vice-Chair- Duties
    a. The Vice Chair shall assist the Chair in all necessary capacities.

b. During the absence of the Chair, shall have and perform all the duties and functions of the Chair.
c. Identify and bring before the Commission such policy matters as are within the purview of the Commission.

3. 3. Temporary Chair- Duties
   a. In the absence or incapacity of both the Chair and the Vice Chair for a Commission meeting, the members present at the meeting shall elect a Temporary Chair to serve as Presiding Officer only for that meeting. In such event, the Temporary Chair shall have all the powers and perform the functions and duties herein assigned to the Chair of the Commission.
4. Support Staff – Duties
   a. The City Planner and City Recorder shall be the Support Staff of the Commission (the "Support Staff") and shall digitally record all meetings, make recordings available to the public within seven (7) business days, take written minutes, and post all agendas and meeting activities as required by Utah Code.
   b. The Support Staff, under direction of the Chair, shall prepare an agenda for each Commission meeting. Order of the business on the agenda shall be as specified by the Chair and/or City Planner. Items may be added to the agenda by Support Staff or by two members of the Commission. Items added to the agenda by commission members shall be added 10 calendar days prior to the meeting. Special exceptions to this deadline may be approved by the Support Staff. The Support Staff shall send an agenda to the members of the Commission.
   c. The Support Staff will prepare a Staff Memo to be distributed to the Commission with their agenda packet with adequate time for thorough review by the commission. The staff memo will include a list of conditions needed for the approval of the application, as well as staff comments, and recommendations pertaining to the listed conditions, and whether they have been adequately satisfied, or are still lacking, according to city staff (engineering, public words, city planner, etc…). If such a staff memo is not included in the commission packet, the commission may vote by majority to table the applicable application.

E. There will be seven voting members on the Planning Commission.

III. CONDUCT OF MEMBERS OF THE COMMISSION

A. Addressing Members

    1. Commission members shall be addressed as "Commissioner" or Mr. or Ms. and their last name.

B. Preparation
    1. Members of the Commission shall take such time as necessary to prepare themselves for hearings and meetings. Members should read and study the agenda, staff reports, and all attached documents prepared by the Support Staff so that they are fully informed about each application prior to the scheduled Commission meeting. If members visit a site or have familiarity with a site, they shall disclose any observations.

C. Attendance
    1. Every member of the Commission shall attend the meetings of the Commission unless duly excused or unless unable to attend because of extenuating circumstances. Any member desiring to be excused shall notify the Chair and the Support Staff. If a member of the Planning Commission is absent from three consecutive regular meetings, or four regular meetings within a calendar year, without being excused by the Chair, the Chair may recommend to the City Council that the member be removed from the Commission for cause. A member may be removed from office by an affirmative vote of the majority of the City Council, subject to HCC 10-5B-2.

D. Mandatory Orientation and Training
    1. Planning Commissioners shall complete training as required by UTAH CODE ANN. §10-9a-302.
    2. A newly appointed member may not participate in a public meeting as an appointed member until the member completes the training as required by Utah Code, and meets with the Commission Chair and Support Staff to review among other things: the Hooper City Planning Commission Policies and Procedures, Hooper City General Plan, and the Handbook for Planning Commissions and Land Use Authorities published by the Utah League of Cities and Towns.
    3. New members should also become familiar with Title X and any other applicable city ordinances.
    4. Failure to comply with these provisions may result in recommendation of removal of the member from the Commission.
    5. All members should attend additional trainings scheduled from time to time by the Support Staff. The Support Staff will notify Planning Commission members of training opportunities and keep track of mandatory training requirements and fulfillment of requirements by members of the Commission in accordance with state law.

6. The orientation and new member training will be completed within 60 calendar days of appointment and reported to the Commission Chair.

E. Conflict of Interest

1. A Planning Commission member with a conflict of interest in a matter before the Commission shall state that such a conflict of interest exists and withdraw from participation in the public hearing, work session or regular meeting on such matter. A member of the Planning Commission who feels he/she, or any other member of the Commission, may have a conflict of interest on any matter that is on the Commission agenda shall explain the possible conflict to the Commission. The Commission shall then vote to decide whether an actual, apparent, or reasonably foreseeable conflict of interest does exist, and whether the Commissioner should withdraw from participation and voting. If a Commissioner has a potential conflict of interest, that person shall not participate in the discussion and voting on that matter, nor attempt to use his/her influence with other commissioners before, during, or after the meeting until the determination of a conflict of interest has been decided on by the commission. A Commissioner who has a conflict of interest shall leave the dais during the time in which the matter in question is being discussed and voted upon.
2. No member of the Planning Commission shall participate in the discussion of an application or vote on an application for any action when any of the following conditions exist:
    a. Any of the following have a direct or substantial financial interest in the proposal: members of the Planning Commission or the member's father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, uncle, aunt, nephew, niece, grandson, granddaughter, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, or any other close family relation, or person living within the same household, any business in which the member is then serving or has served within the past two (2) years, or any business with which the member is negotiating for or has an arrangement or understanding concerning prospective partnership or employment, or for any other reason the commission has determined that participation in the decision cannot be in an impartial manner.
3. Disclosure of Potential Conflict of Interest
    a. Whether or not he/she is disqualified, a public official shall disclose any potential conflict of interest as required by state law.
4. Ex Parte Communications

a. No member of the Commission shall have any ex parte discussion regarding any administrative land use application or re-zone application pending before the Commission.
b. Ex parte communication means any communication, including but not limited to electronic or social media communication, with interested parties of an administrative land use application or re-zone application pending before the Commission prior to the Commission reaching a final decision. An administrative land use application means any land use application whereby Utah Code or Hooper City Ordinance the Commission is the final decision-maker. A re-zone land use application means any land use application whereby Utah Code or Hooper City Ordinance the City Council is the final decision-maker.
c. Anyone speaking to Commissioners on administrative matters should do so at a regular meeting, so their comments, concerns, and evidence are on the public record. Communications regarding legislative matters are generally permitted.
d. Planning Commission members shall reveal any pre-meeting or ex parte contacts with regard to administrative matters at the commencement of the public meeting on the matter.
e. Prearranged private meetings between a Planning Commissioner and applicants, their agents, or other interested parties are prohibited.
f. Partisan information on an application received by a Planning Commissioner whether by mail, telephone or other communication should be made part of the public record. If such contacts have impaired the member's impartiality or ability to vote on the matter, the member shall so state and shall abstain.
g. Commission members may be disqualified from voting whenever any applicant, or their agent, has sought to influence the vote of the Commission member on their application or petition, other than in the public hearing/meeting, through communication directly with a Commission member about issues in the application without the knowledge of the other Commission members.
h. Communication with planning staff members is not an ex parte contact and is allowed.

5. Planning Commission Members Wishing to Give Comment
    a. A member who desires to make comments at a meeting as a citizen, may do so only after declaring intent to comment, abstaining from voting on the proposal, and vacating the seat and physically joining the audience.

Before commenting, the Commission member shall make full disclosure of his/her status and position at the time of addressing the Planning Commission and disclose that the person is commenting as an interested member of the public and not in his/her capacity as a member of the Commission; upon commenting the member shall leave the dais during the time in which the matter in question is being discussed and voted upon. If a member is an applicant, he / she can fully participate in the matter.

6. Gifts and Favors
    a. Gifts and favors standards are found in UCA 67-16-5. No public officer or employee shall knowingly receive, accept, take, seek, or solicit, directly or indirectly, any gift, compensation or loan for themselves or another if it tends to influence them in the discharge of duties. Exceptions to this are: an occasional non-pecuniary gift, having a value less than $50 or an award publicly presented in recognition of public service.
7. Treatment of Information
    a. Reports and official records of a public planning agency must be open on an equal basis to all inquiries.
    b. Planning advice should not be furnished to some unless it is available to all. All reports in an official meeting agenda are public information.
8. Political Activity
    a. Membership in a political party and contributions to its finances or activities are matters of individual decision that should neither be required of nor prohibited to Planning Commissioners. The extent of participation in political activities should be governed by professional judgment as well as limited by any applicable civil service law or regulation. The special position of a Planning Commissioner should not be used to obtain contributions or support for a political party and should not be used to obtain partisan favors.

F. Resignations, Generally, and by Absence
    1. When members propose to resign, if reasonably feasible, they shall give written notice of their intent to the Mayor, Chair, and Support Staff and make the date of resignation effective in such a manner as to allow time for appointment of replacements.
    2. When a member's term of service is complete, whether through death, resignation, or removal (including resignation by absence), the Mayor shall promptly indicate to the City Council that a vacancy exists.

3. When a member becomes incapacitated for office permanently or for what appears likely to be a protracted period, or moves from the jurisdiction, or becomes, for any other reason, no longer qualified for office and fails to resign, the Chair shall cause any necessary investigation to be made and shall present the facts to the Mayor who may declare to the City Council the office vacant and appoint a replacement with the advice and consent of the City Council subject to HCC 10-5B as well as any other applicable state and city codes.

G. Terms of Office

1. All terms for members of the Planning Commission shall be four (4) years and until their successors are appointed and qualified by completing mandatory training and orientation. Exceptions to a 4-year term may apply where appointment to a shorter term is necessary to fill a prematurely vacated position, or where a staggering of terms is necessary as set forth by the City Council. Standing members may be appointed to serve additional terms when they have expressed a desire to do so, and are recommended by the Mayor and/or City Council and voted upon by the City Council.

IV. MEETINGS

A. Place

1. Meetings of the Commission shall be held in the Hooper City Council Chamber Room in the Hooper City Building, 5580 West 4600 South Hooper, Utah 84315. If the Chamber is not available on those dates, then the meeting may be held in another room of the Hooper City Building or at such other place in Hooper City as the Commission may designate. A meeting having been convened at the place designated, may be adjourned by the Commission to any other place within Hooper City for the sole purpose of investigating some particular matter of business which may be more conveniently investigated at such other place.

B. Regular Meetings

1. Regular Meetings are meetings that are pre-set on the calendar covering an entire year, where the Planning Commission meets to discuss and act on both administrative and legislative matters pertaining to the use of land and related issues. Regular meetings of the Hooper City Planning Commission shall be held on the second Thursday of each month at 7:00 p.m. The date of the regular meeting may be changed by the majority of the total membership of the Planning Commission provided at least one-week notice is given each member of the new date of a regular meeting.

C. Public Hearings

1. Public Hearings are meetings set aside to receive and hear verbal input on the position of citizens regarding specific topics/applications affecting the city. A public hearing may be scheduled during a regular Commission meeting.

D. Work Meetings/Field Trips

1. Work meetings are time set aside for the Planning Commission, other City officials, staff and citizens to come together to collaborate, offer up ideas, conduct research and/or discuss important issues that need more in-depth study before they are brought forward for finalization and approval. Work Meetings of the Hooper City Planning Commission will be held on the second Thursday of each month, prior to regular commission meetings, at the hour of 6:30 pm. Additional and Extended Work Meetings and field trips may be held as determined by the majority vote of the planning commission members or the planning staff in correlation with the Chair in order for the Commission to discuss matters at greater length or to obtain additional background information. The Commission shall take no vote during such Work Meetings or field trips, except to give directions to Staff regarding the presentation of options for future consideration. The Commission may also discuss and render decisions on policy issues, legislative issues, and administrative matters. Special presentations, reports, and updates from the Support Staff that do not require a decision may also be made. Members of the public may attend but will not participate unless invited to do so by the Chair.

E. Special Meetings

1. A Special Meeting is a meeting that is not in the sequence of regular meetings. A Special Meeting is typically called for in order to address issues or actions that were not completed at a regular meeting or for urgent matters needing attention. Special meetings may be called by the Chair or Support Staff, with the consent of the Chair, at any time, provided that a preferred seventy-two (72) hours' notice (minimum of twenty-four (24) hours' notice) is given to each member before the meeting is held and notice is given as required by Utah Code.

F. Matters Considered

1. Any matter pertaining to the affairs of the Planning Commission and falling within the authority and jurisdiction of the Commission may be considered and acted upon at any regular meeting of the Commission.

G. Attendance

1. The Commission meeting will be open to the public to attend in the Hooper City Building in the Council Room. Meetings will also be broadcast electronically, when possible, for the public to view.

H. Discussion
   1. Beyond the time allotted for each segment of the Agenda, the Commission has the latitude to discuss amongst themselves important issues and matters that may reflect on public comment, public hearings, action item applications or any other matter that relates to land use issue or the duties of the planning commission. Any member of the Commission or staff may direct any questions or comments to those speaking at the podium, applicants, witnesses, or any person speaking from the audience, to bring out pertinent facts.

I. Quorum
   1. Four members of the Commission shall constitute a quorum thereof for the transaction of all business except where unanimous consent of all members is required. An abstaining or disqualified member of the Planning Commission shall not be counted as if present for purposes of forming a quorum. Except as otherwise specifically provided in these Policies and Procedures, a majority vote of the Commission members present at a meeting shall be required and shall be sufficient to transact any business before the Commission. If a quorum is not present, the Chair shall call the meeting to order, announce the lack of a quorum, and adjourn the meeting.

J. Open Meetings Law
   1. All meetings of the Planning Commission shall be open to the public. All meetings of the Planning Commission shall be noticed in conformance with the requirements of the Open and Public Meetings Law of the State of Utah.

K. Length of Meetings
   1. The regular Commission meeting will begin at 7:00 p.m. with the goal of ending by 9:00pm.

L. Order of Business
   1. The order of business at the regular meeting shall follow the noticed agenda. The Chair, with the consent of the Commission by a majority vote, or upon recommendation of the Support Staff, with a majority vote of the Commission, may consider matters out of the agenda order.

M. Decisions
   1. A matter for decision will be placed before the Commission by motion made by any Commission member present at the meeting. The Chair shall vote, but shall not make motions before the Commission except in the absence of a

response from other members to an invitation by the Chair that a motion on a pending matter would be in order. Any member may second a motion. A majority vote by the present members in favor of a motion shall carry the motion. All such decisions of the Commission shall be made at a public meeting by a motion and second, and by a voice vote. The motion shall be in the form of findings of fact and shall state the reason for the findings by the Commission and a statement of any conditions or safeguards or requirements to be attached to the action. If there is any ambiguity on any vote or if the nature of the application or petition warrants, the Chair may conduct a roll call vote, for a clear vote of aye/nay.

N. Notification
   1. Notice of the Commission decision shall be documented in writing and given to the applicant or petitioner and to other interested parties who have requested such notice, by the Support Staff, as soon as reasonably possible after the decision is reached, but within ten (10) business days. Such notice shall include a copy of the complete findings of fact and conclusions of law and conditions adopted by the Commission in reaching its decision.

O. Appeals
   1. Appeals by the applicant or an affected party to administrative decisions shall be directed to the appropriate Appeal Authority as indicated by Hooper City Code. Advisory recommendations of the Commission cannot be appealed as they will be heard by the City Council.

P. Amendment
   1. Applicants, petitioners, or their authorized individuals or agents may amend applications or petitions in any lawful manner on written requests delivered to the Support Staff not less than ten (10) business days prior to the scheduled public meeting to assure that the amendment is properly evaluated and addressed in the staff report. Amendments received less than ten (10) business days before the public meeting may not be evaluated and made part of the staff report. The staff shall orally report to the Commission at the public meeting the nature of any amendments received less than ten (10) business days before the meeting. The Commission shall determine whether the nature of the amendment is such as to require referral for re-examination by Counsel or staff having made reports on the original application or petition. If such referral is found necessary, the Commission may proceed with the meeting or may continue it to a date, time and place specified, but shall not decide the matter until the Commission has received sufficient information and analysis to make a finding that the amendment

would not create a substantial difference in the effect of the application or petition.

Q. Deferrals and Continuances
   1. On its own motion, or at the request of applicants, petitioners, or their authorized individuals or agents, the Commission may defer the meeting of applications or provide for later continuance of applications on which meetings have begun. Such deferrals or continuances shall be permitted only for good cause, stated in the motion, and, unless time and place are stated, shall require new public notice.
      a. An applicant shall be allowed to request one continuance for good cause shown. If additional deferrals or continuances are at their request, new fees shall be paid by applicants or petitioners.

V. REGULAR MEETING PROCEDURE - ORDER OF BUSINESS

A. Order of Business- The order of business in the Commission shall be as follows:
   1. Chair opens the meeting and welcomes those in attendance
   2. Pledge of Allegiance (by invitation of Chair and acceptance of commission member at, or prior to, the meeting)
   3. Reverence (by invitation of Chair and acceptance of commission member at, or prior to, the meeting)
   4. Roll call. At all meetings before proceeding to business, the roll of the Commission members shall be taken and the names of those present and those absent shall be entered on the record.
   5. Approval of minutes of prior meetings
   6. Chair asks commissioners if there are any ex parte communications or conflicts of interest to disclose
   7. Petitions, Applications and Public Hearings
      a. Staff Presentation- Presentation of the application by the Support Staff, including its recommendations and a summary of pertinent written comments and reports concerning the application
      b. Applicant Presentation – The applicant will come to the podium and state their name and city of residence. The applicant will have 10 minutes to introduce and make a brief presentation leaving enough time for the Commission or staff to ask questions. The applicant will be expected to sit down when they are finished or when the 10 minutes has lapsed, whichever is sooner. This time limit may be extended by a majority vote of the Commission.

c. Public Comment (if applicable, i.e. Public Hearings)- Each speaker, before talking, shall give their name and city of residence. Only one speaker is permitted before the commission at a time. Public comments will be kept to a maximum of 3 minutes per individual, unless additional time is approved by the majority of the commission. There will be no more than one public comment per individual per agenda item.
d. Rebuttal- Rebuttal by the applicant as necessary will be allowed to respond to new issues or questions raised by other parties, not to exceed five (5) minutes
e. Planning Commission Discussion and Vote- After all presentations have been made, the Chair shall close the public hearing (if applicable). Members may continue to discuss the application among the Commission. Following this discussion on the application, a motion must be made and seconded, which may include: Approval, Approval with Conditions, Denial (including reason for denial), a Recommendation to the Council (as appropriate), or Continuation of the item with a date. If a motion regarding any matter before the Commission receives an equal number of votes in the affirmative and in the negative, the motion fails. The Commission shall continue to make motions until a majority vote is obtained. The option of continuing an item with the possibility that an odd number of members of the Commission would be at a subsequent meeting may be considered. No member shall give his/her proxy to any persons whomsoever. No Commission member shall vote on any matter unless such member is present, either in person or by electronic connection, at the meeting when a vote is taken. The Commission members may be allowed to attend any Planning Commission meeting by electronic connections as allowed by City and State Codes. No more than (3) members of the Commission may attend by electronic connection. A commission member desiring to attend by electronic connection shall make their best attempt to notify the Chair and Support Staff at least one business day prior to the meeting, to allow for arrangements to be made for the electronic connection and related set up. Any Commissioner participating via electronic means may make, second, and vote on all motions and participate in the discussion as though present, except that the Commissioner who chairs the meeting must be present at the anchor location.

8. Other Business
9. Public Comment: Members of the public will have the opportunity to make Comment on items pertaining to the city that were not on the agenda. Each Speaker, before talking, shall give their name and city of residence. Only one speaker is permitted before the commission at a time. Public comments will be kept to a maximum of 3 minutes per individual, unless additional time is approved by the majority of the commission.
10. Adjournment

<u>VI. Agenda for Meetings</u>

A. Agenda Items
   1. The Support Staff, under direction of the Chair, shall prepare an agenda for each Commission meeting. Items may be added to the agenda by the Support Staff or by two members of the Commission. Items added to the agenda by commission members shall be added 10 calendar days prior to the meeting. Special exceptions to this deadline may be approved by the Support Staff. Order of petitions, applications and public hearings on the agenda shall be as specified by the Chair and/or City Planner. The Support Staff shall send a written agenda to the members of the Commission for each meeting as far in advance thereof as possible. The Support Staff shall make every effort to deliver the agenda, along with Staff reports and related documents, to the members of the Commission at least four (4) business days in advance of a regular meeting. No agenda shall have more than ten (10) items in any combination, unless approved by a majority vote of the Commission.

B. Deadline for Agenda Items
   1. Requests to be on a Planning Commission agenda shall be filed by the applicant twenty-eight (28) days prior to consideration by the Planning Commission. Requests to be on the Planning Commission agenda for 1-2 Family Subdivision applications will follow the process laid out in Title X, Chapter 8.
   2. The Support Staff shall certify completeness of requests. Certified requests which have been filed in a timely manner shall be placed on the agenda.
   3. The deadline may be waived by the City Planner if he/she determines that good cause exists for waiving the deadline, the application is complete, and it is determined that Staff has sufficient time to analyze the request, adequately prepare a Staff Report, give proper notice, and provide the information to the Commission with adequate time for them to perform a thorough review.

C. Cancellation

1. If no business is scheduled before the Commission, or if it is apparent that a quorum of the Commission will not be available, any meeting (regular, special, work, hearing, etc…) may be canceled by the Chair or Support Staff by giving notice to all Commission members and the Mayor, before noon on the day of such meeting, or as soon as they are made aware of the lack of Commission members able to attend.

VII. MEETING ORDER AND DECORUM

A. The Chair of the Planning Commission shall have authority to do the following:
   1. Regulate the course and decorum of the meeting.
   2. Dispose of procedural requests and similar matters.
   3. Set reasonable time limits for individual public input, oral presentations, questions, and rebuttal information, if not already outlined in these Policies and Procedures, and if approved by a majority of the Commission.
   4. Question any person appearing, and allow other members to question any such person.
   5. Waive, at his/her discretion, the application of any rule herein where the circumstances of the hearing indicate that it would be expedient and proper to do so, provided that such waiver does not act to prejudice or deny any party his/her substantial rights as provided herein or otherwise by law, if approved by a majority of the Commission.
   6. Take such other action as authorized by the Planning Commission to appropriately conduct the hearing. A ruling of the Chair may be challenged by any member of the Planning Commission present at the hearing. The challenge must be seconded. A ruling may be reversed by a majority of the members present and voting. A tie vote upholds the Chair's decision.

B. Conduct of Persons before the Commission
   1. Proceedings shall at all times be orderly and respectful. The Chair may refuse to recognize or exclude from the hearing anyone who:
      a. Is disorderly, abusive, or disruptive.
      b. Takes part in or encourages audience demonstrations such as applause, cheering, display of signs, or other conduct disruptive to the hearing.
      c. Comments without first receiving recognition from the Chair and stating his/her full name and city of residence.
      d. Presents irrelevant, immaterial, or repetitious evidence. Persons making presentations or providing comments to the Planning Commission shall address the Commission from the podium or microphone and not from the audience; shall address all comments to the Planning Commission; and may not directly question or interrogate other persons in the

audience. The Chair may ask disorderly or disruptive persons to leave the room and City property; however, as needed, removal of disorderly or disruptive person(s) will be in accordance with UCA 10-3-608 by an officer of the Weber County Sheriff's Department.

VII. DOCUMENTS OF THE COMMISSION

A. Any and all materials submitted to the Planning Commission regarding a request shall be entered into the public record by the Chair by indicating that the material is "accepted for the record;" provided, however, that the Staff Report submitted to the Planning Commission as part of the agenda shall automatically become part of the public record.

B. All notices, agendas, requests, agency or consultant letters or reports, Staff reports, minutes of meetings, and resolutions of record shall constitute the documents of the Planning Commission and shall be indexed as public record by the Support Staff.

VIII. AMENDMENT

A. These Policies and Procedures may be amended by a majority vote of the Commission except where such amendment would be contrary to requirements or limitations set by Utah Code or Hooper City Code.

    1. An amendment may be proposed at any regular meeting of the Commission. Prior to the meeting at which the amendment is to be voted upon, members shall be sent a copy of such proposed changes.
    2. Any of these Policies and Procedures that conflict with Hooper City Code must be reviewed and approved by the Council before they become effective and may be amended upon approval by the Council.

IX. RECORDING OF RULES - COPIES TO BE FURNISHED

A. These Rules, and all subsequent amendments thereto, shall be recorded by the Support Staff in the book kept for the recording of such business and shall be furnished to each member of the Commission.

ORDINANCE NO. [O-2025-04]

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF HOOPER CITY TO REMOVE THE MAYOR'S POWERS IN A SIX-MEMBER COUNCIL FORM OF GOVERNMENT

WHEREAS, the City Council of Hooper City, Utah, has determined that it is in the best interest of the community to adjust the structure and distribution of executive and legislative powers within the municipal government; and

WHEREAS, the City Council has considered the needs of the community and determined that a change in the balance of powers is necessary to promote fairness, accountability, and effective governance; and

WHEREAS, the City Council has authority under Utah Code Ann. § 10-3b-303 et seq. to enact this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HOOPER CITY, UTAH:

Section 1. Amendment of Municipal Code - Removal of Mayor's Powers

The HCC 1-1-3, titled "Powers and Duties of Mayor", is hereby amended to remove the powers of the Mayor in the six-member council form of government as follows:

1. **Section 1-1-3(A)**: The Mayor's role shall be that of the Chair of the City Council, with no executive or administrative powers vested in the office, effective November 6, 2025.
2. **Section 1-1-3(B)**: The Mayor shall have no authority to veto ordinances, appointments, or any other actions of the City Council, as these powers shall be exclusively vested in the City Council.
3. **Section 1-1-3(C)**: The Mayor shall serve as the ceremonial head of the city, representing the City at official functions and performing such duties as may be prescribed by the City Council. However, all executive authority, administrative powers, and decision-making responsibilities shall reside with the City Council collectively.
4. **Section 1-1-3(D)**: The Mayor shall not have the authority to appoint, unilaterally hire, fire, or supervise city personnel or manage the daily operations of the city in any way. All administrative duties shall be assigned by the City Council.
5. **Section 1-1-3(F)**: Any reference to the Mayor having executive powers or any other powers inconsistent with the six-member council form of government, as set forth above, shall be revised to reflect the removal of such powers.
6. **Section 1-1-3(G)**: The mayor shall retain legislative and judicial powers and any ex officio position consistent with Utah Code Ann. § 10-3b-303(1)(c)

Section 2. Transition Provisions

1. Any action, appointment, or decision made by the Mayor in the exercise of executive or administrative powers prior to the effective date of this Ordinance shall be reviewed by the City Council and, if necessary, ratified, modified, or rescinded by the Council.
2. The City Council shall adopt any necessary resolutions or procedural rules to implement the change in governance and ensure a smooth transition to the new distribution of powers.

Section 3. Severability

If any provision of this Ordinance is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Section 4. Effective Date

This Ordinance shall take effect immediately upon adoption and publication as required by law.

PASSED AND ADOPTED by the City Council of Hooper City, Utah, this 6th day of November, 2025.

Hooper City Council Members	**Vote For / Against**
Bryce Wilcox	__________________
Dale Fowers	__________________
Ryan Hill	__________________
Debra Marigoni	__________________
Lisa Northrup	__________________

Mayor

Sheri Bingham	__________________