



HOOPER CITY
PLANNING COMMISSION AGENDA - AMENDED
JULY 9, 2026, 7:00PM
COUNCIL CHAMBERS
5580 W. 4600 S.
Hooper, UT 84315

Notice is hereby given that the Hooper City Planning Commission will hold a work meeting and their regularly scheduled meeting on Thursday, July 9, 2026, starting at 7:00pm at the Hooper Municipal Building located at 5580 W 4600 S Hooper, UT 84315.

Work Meeting – 5:30pm

1. Discussion on Agenda Items
2. Discussion on density bonus with development agreement located at approximately 4700 W 5500 S

Regular Meeting – 7:00pm

1. Meeting Called to Order
2. Opening Ceremony
 - a. Pledge of Allegiance
 - b. Reverence
3. Consent Items
 - a. Motion – Approval of minutes dated June 11, 2026
4. Action Items
 - a. Conditional Use Permit Request for Jed Dubach for an oversized structure located at 4704 S 5950 W. The request is for 3,000 square feet with the height of 25.6 feet.
 - i. Enter a public hearing to receive public input on request.
 - ii. Close the public hearing and proceed with the regular meeting.
 - iii. Planning Commission Discussion and/or Motion on request
 - b. Conditional Use Permit Request for Franklin Huff for an oversized structure located at 4942 W 4825 s. The request is for 1,400 square feet with the height of 23 feet.
 - i. Enter a public hearing to receive public input on request.
 - ii. Close the public hearing and proceed with the regular meeting.
 - iii. Planning Commission Discussion and/or Motion on request
5. Discussion Items
 - a. Group Home Ordinance Creation and Amendment to Hooper City Code. 10-1a-1; Amendment of 10-2b-2; and creation of new ordinance 10-2b-6.
 - b. Further discussion on density bonus with development agreement located at approximately 4700 W 5500 S
6. Citizen Comment (*Resident(s) attending this meeting will be allotted 3 minutes to express any concerns. No action can or will be taken on any issue presented.*)
7. Adjournment

Morghan Yeoman

Morghan Yeoman, City Recorder

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

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

CERTIFICATE OF POSTING

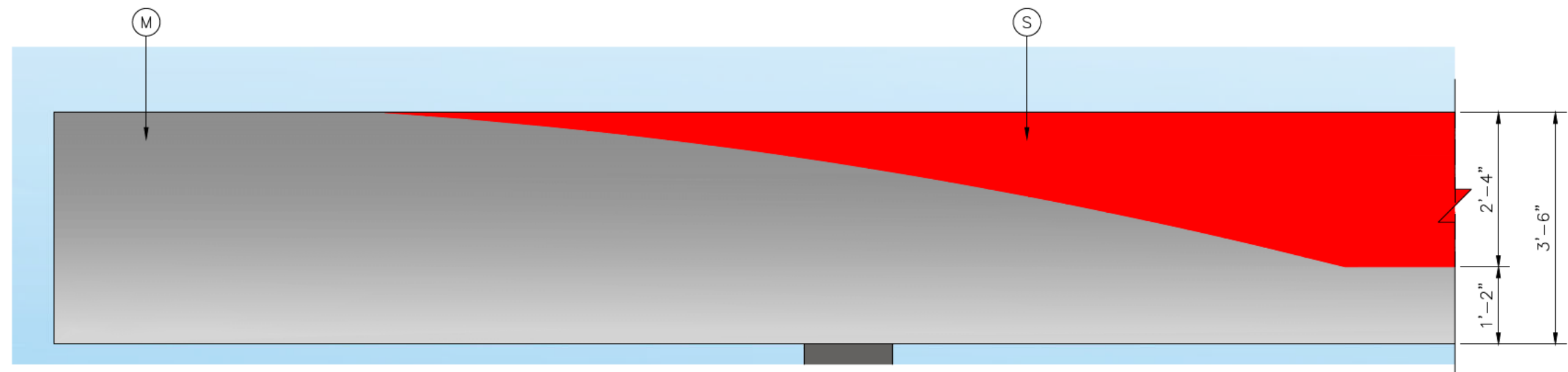
The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Hooper City limits on this 9th day of July, 2026 at Hooper City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website, and at <https://www.hoopercity.com/meetings>.

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

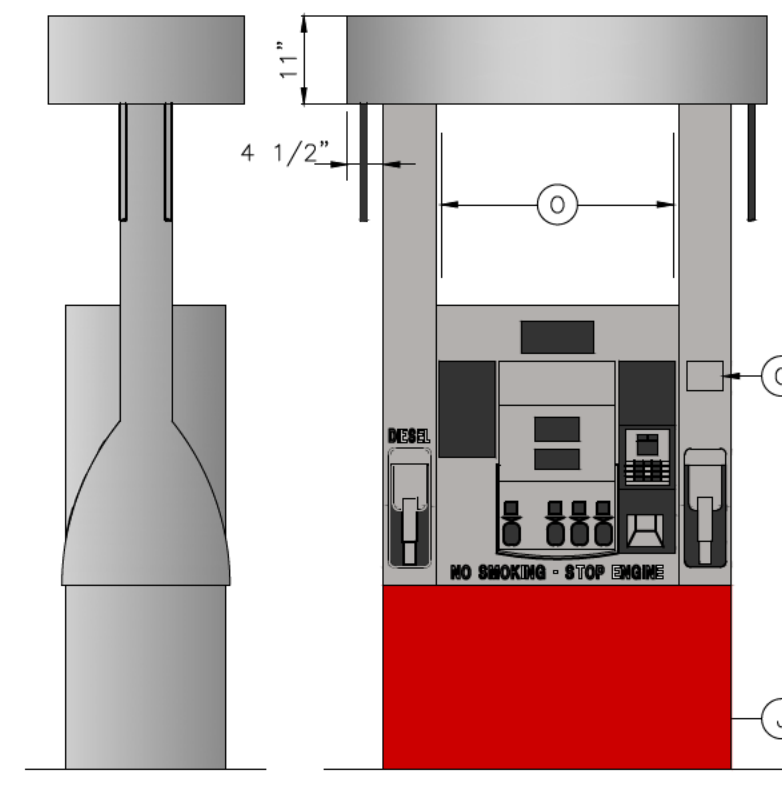
- A. Time is made available for anyone in the audience to address the City Council during public comment and through public hearings.
 - a. When a member of the audience addresses the council, they will come to the podium and state their name.
 - b. Each person will be allotted three (3) minutes for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

***CONFLICT OF INTEREST**

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



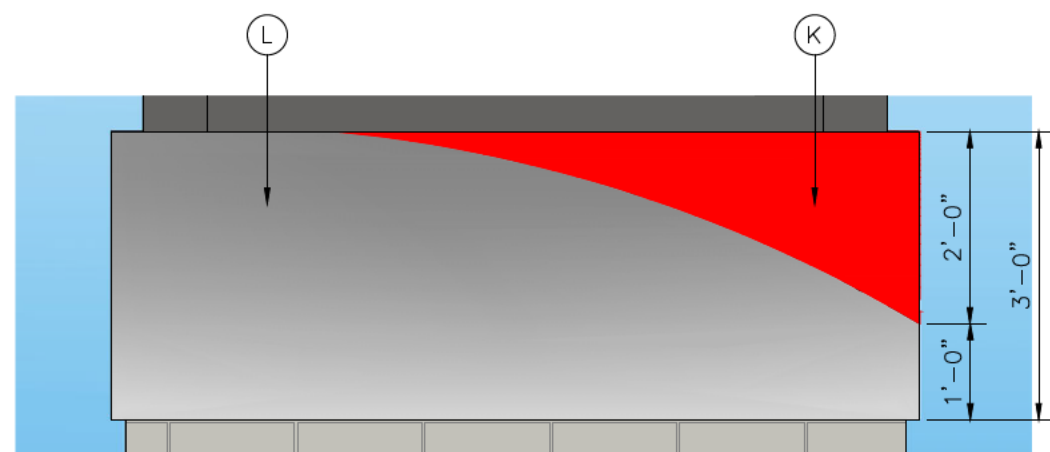
1 CANOPY GRAPHICS
SCALE: 1/2"=1'-0"



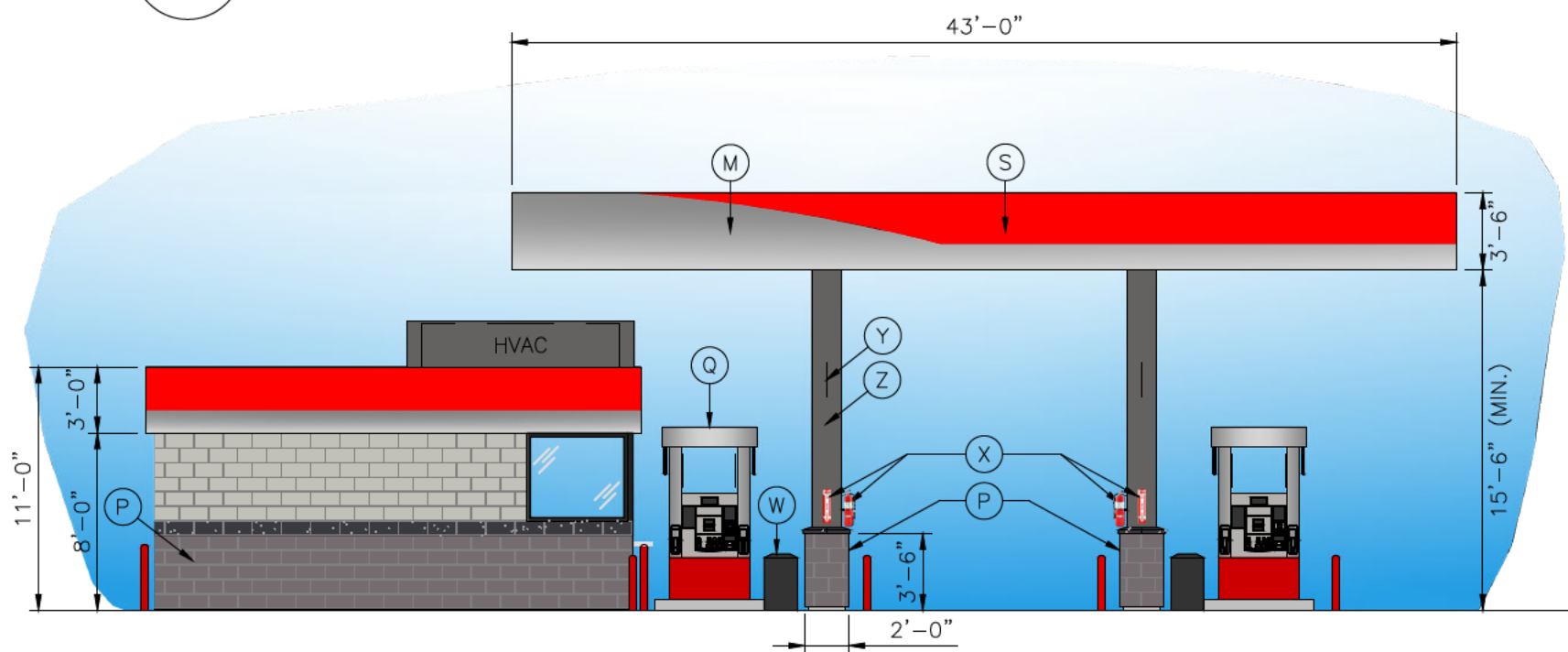
3 DISPENSER ELEVATION
SCALE: 1/2"=1'-0"

EQUIPMENT SCHEDULE

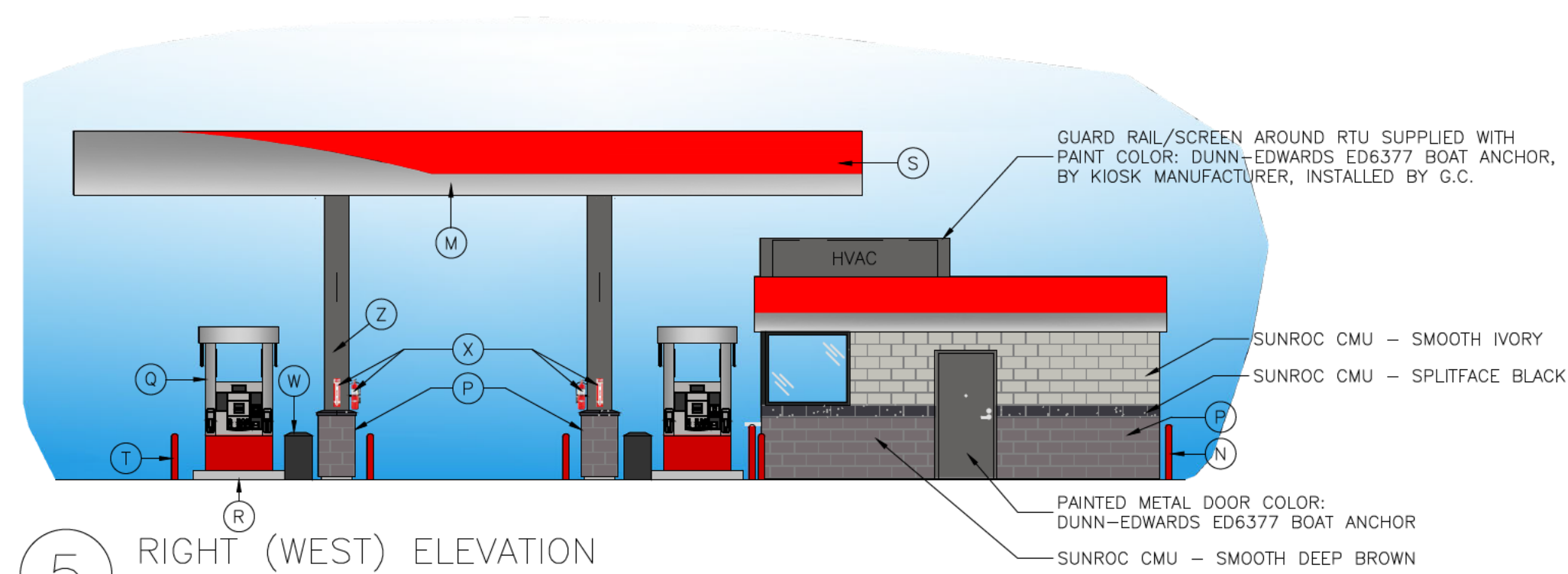
ITEM	DESCRIPTION	COLOR	MANUFACTURER	MODEL	FURNISHED BY	INSTALLED BY
A	NOT USED					
B	NOT USED					
C	STATIC WARNING DECAL		WAYNE		DISPENSER MANUFACTURER	DISPENSER MANUFACTURER
D	NOT USED					
E	NOT USED					
F	NOT USED					
G	NOT USED					
H	NOT USED					
I	PRE-CUT BLACK VINYL ADDRESS DECALS PER LOCAL AUTHORITY SPECIFICATIONS, IF REQUIRED				GENERAL CONTRACTOR	GENERAL CONTRACTOR
J	DISPENSER DOOR GRAPHICS	RED WITH WHITE LETTERS	WAYNE		DISPENSER MANUFACTURER	DISPENSER MANUFACTURER
K	KIOSK FASCIA	RED			KIOSK FABRICATOR	KIOSK FABRICATOR
L	KIOSK FASCIA	PLATINUM			KIOSK FABRICATOR	KIOSK FABRICATOR
M	CANOPY FASCIA	PLATINUM			CANOPY FABRICATOR	CANOPY FABRICATOR
N	6" DIAMETER BOLLARD - G.C. TO PAINT	SAFETY RED			GENERAL CONTRACTOR	GENERAL CONTRACTOR
O	HEALTH AND SAFETY DECALS		WAYNE		DISPENSER MANUFACTURER	GENERAL CONTRACTOR
P	KIOSK (WALL)/ COLUMN BASE		SUNROC CMU		GENERAL CONTRACTOR	GENERAL CONTRACTOR
Q	DISPENSER		WAYNE		OWNER	GENERAL CONTRACTOR
R	ISLAND FORMS		RIVERSIDE		OWNER	GENERAL CONTRACTOR
S	CANOPY FASCIA	RED			CANOPY FABRICATOR	CANOPY FABRICATOR
T	U-SHAPED BOLLARD - G.C. TO PAINT	SAFETY RED	OPW		OWNER	GENERAL CONTRACTOR
U	PRICE SIGN, SEE DETAIL B, THIS SHEET		LANDMARK SIGN ALLIANCE		OWNER	SIGN INSTALLER
V	ILLUMINATED CHANNEL LETTERS		DUALITE		OWNER	SIGN INSTALLER
W	WASTE RECEPTACLE/WINDSHIELD SERVICE CENTER		DCI MARKETING		OWNER	GENERAL CONTRACTOR
X	FIRE EXTINGUISHER / SIGN AT 7 DISPENSERS LOCATION	RED	AMEREX ABC 5 LB	2A:10B:C	OWNER	GENERAL CONTRACTOR
Y	PUMP NUMBER FLAG				CANOPY FABRICATOR	GENERAL CONTRACTOR
Z	CANOPY COLUMNS - G.C. TO PAINT	DE 6377 BOAT ANCHOR	DUNN-EDWARDS		GENERAL CONTRACTOR	GENERAL CONTRACTOR



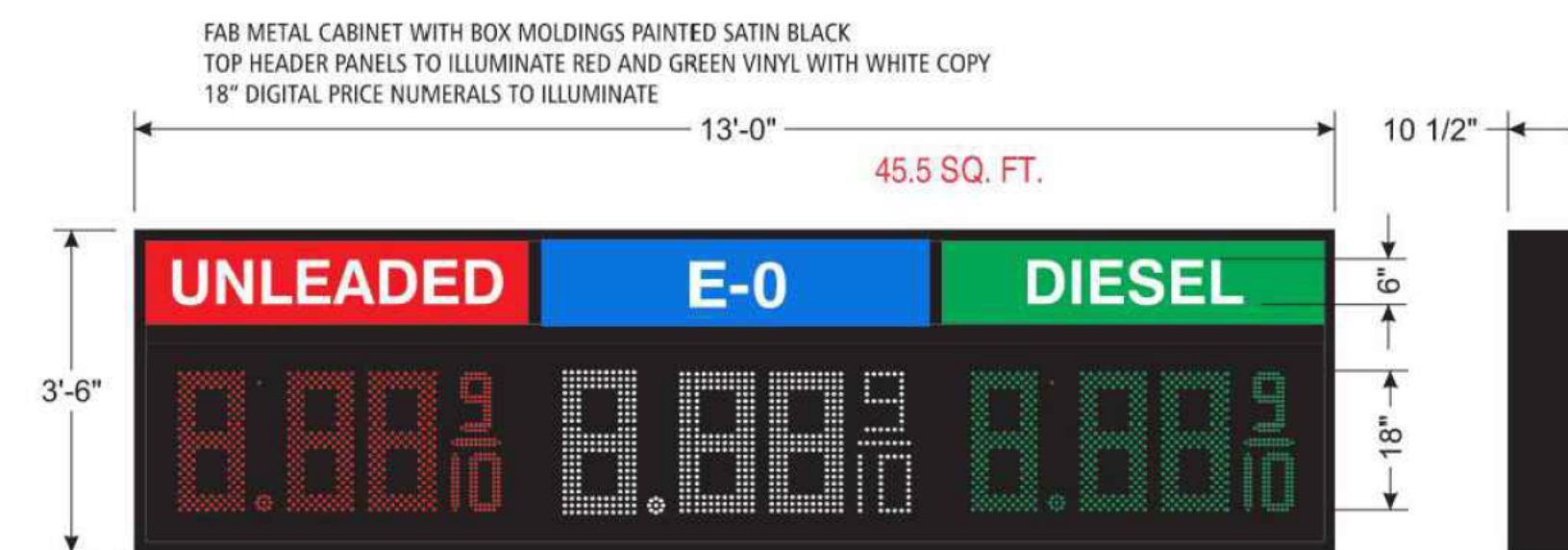
2 KIOSK GRAPHICS
SCALE: 1/2"=1'-0"



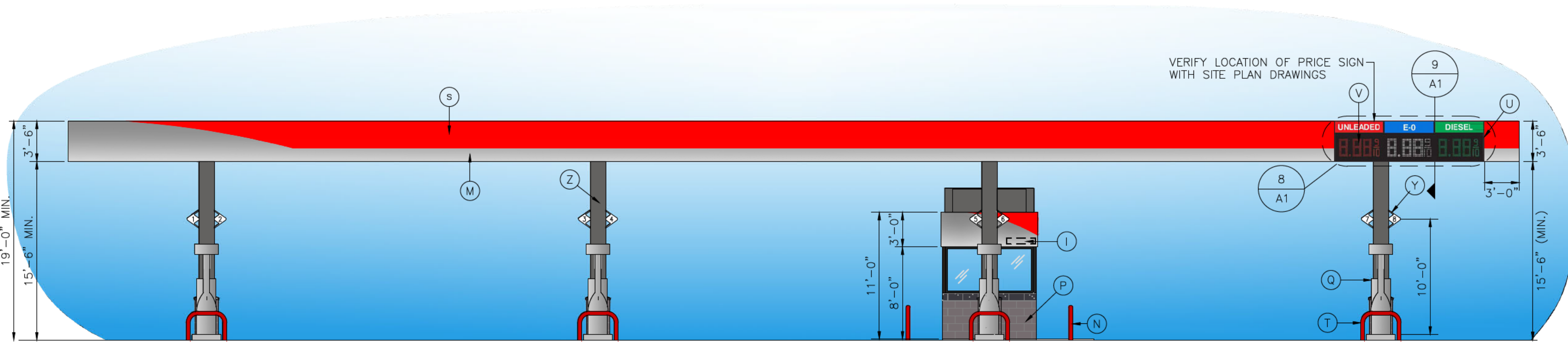
4 LEFT (EAST) ELEVATION
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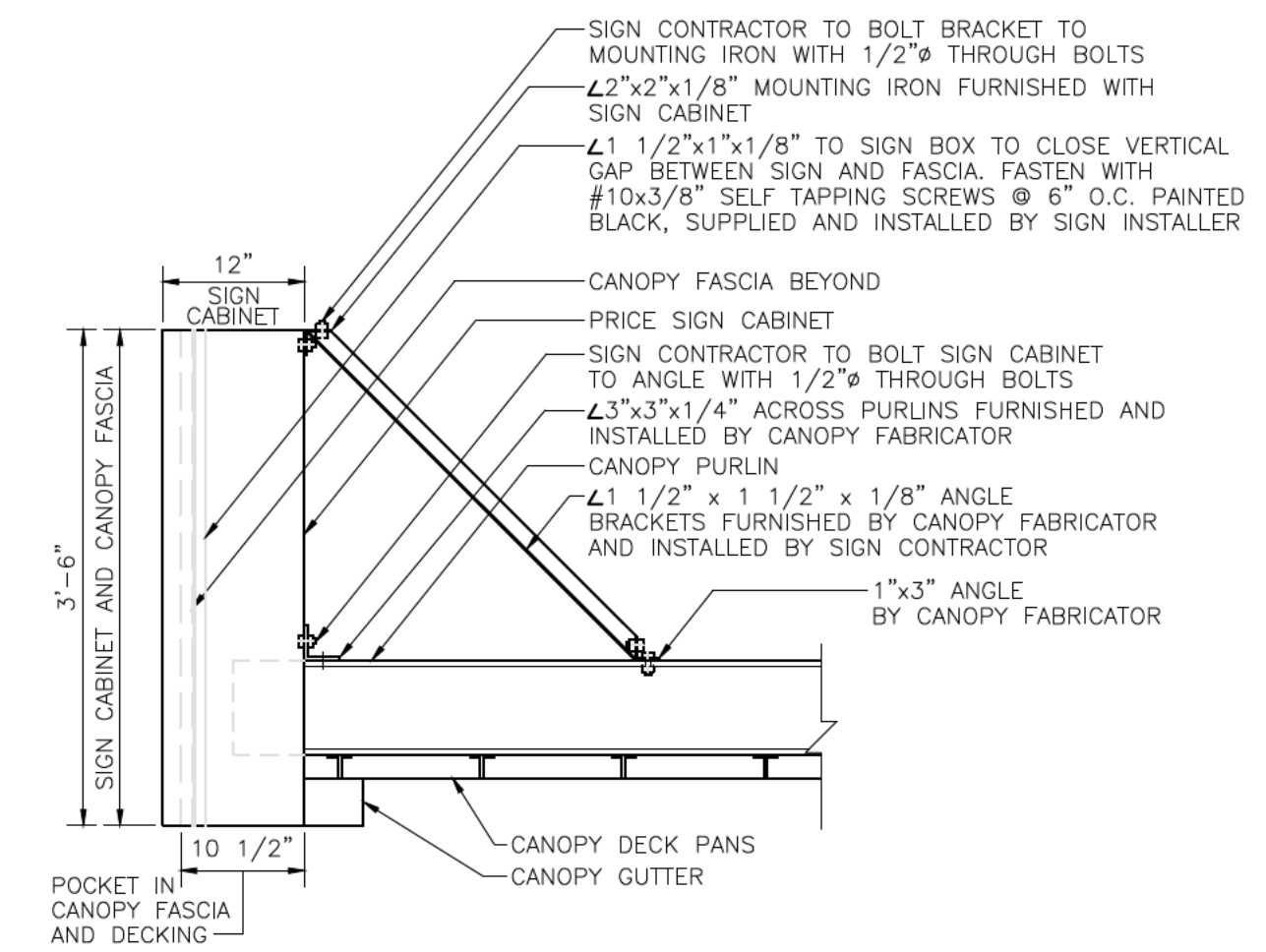
5 RIGHT (WEST) ELEVATION
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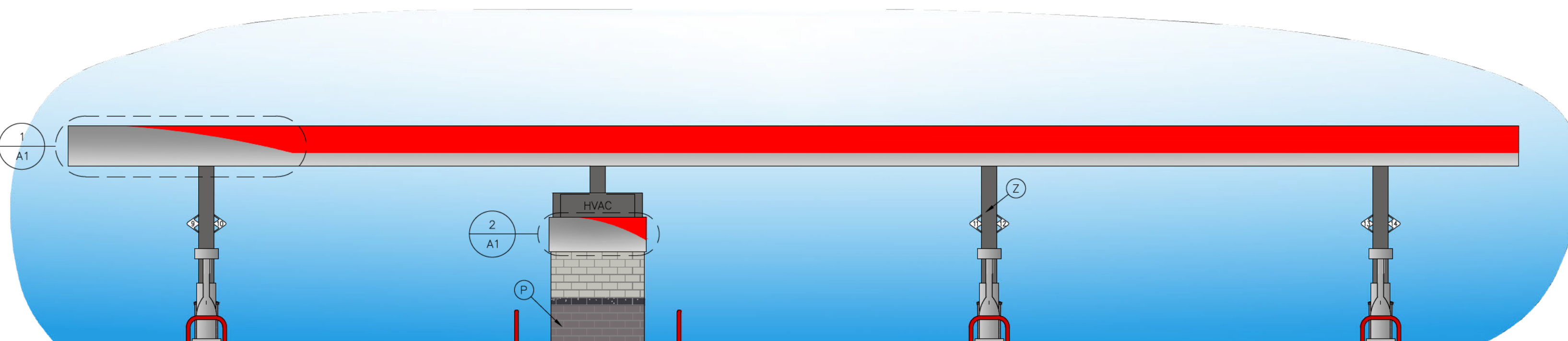
8 CANOPY PRICE SIGN GRAPHICS
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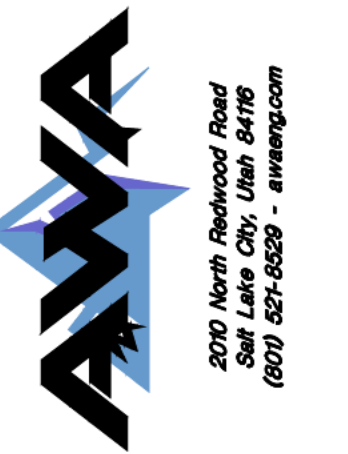
6 FRONT (NORTH) ELEVATION
SCALE: 1/8"=1'-0"



9 SECTION AT CANOPY SIGN
NOT TO SCALE



7 REAR (SOUTH) ELEVATION
SCALE: 1/8"=1'-0"



REVISIONS

No.	DESCRIPTION	DES. DRAWN BY	DATE

Project #:	FC232
Designed By:	TW/AG
Drawn By:	DC
Checked By:	
Date:	26 MAY, 2026
Scale:	1/8"=1'-0"
Disk File:	7MPD Elevations
Model:	7MPD(MASONRY)
Address:	13800 South Bangerter Highway Draper, Utah

EXTERIOR ELEVATIONS AND SIGNAGE

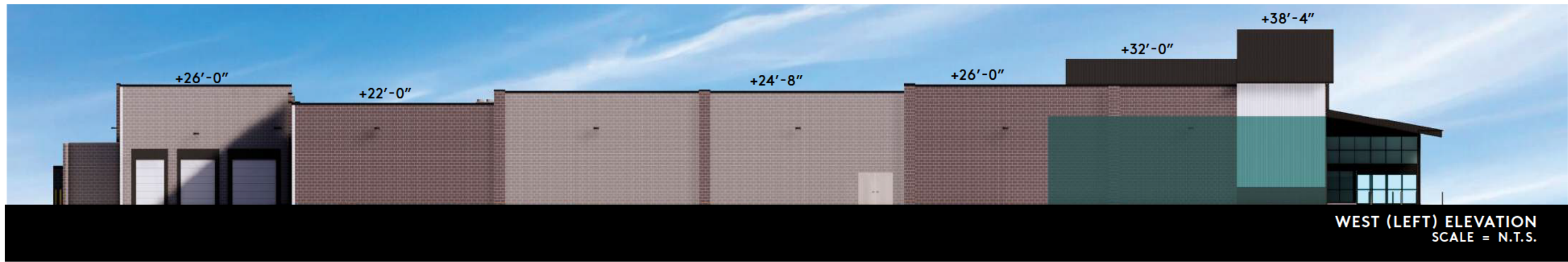
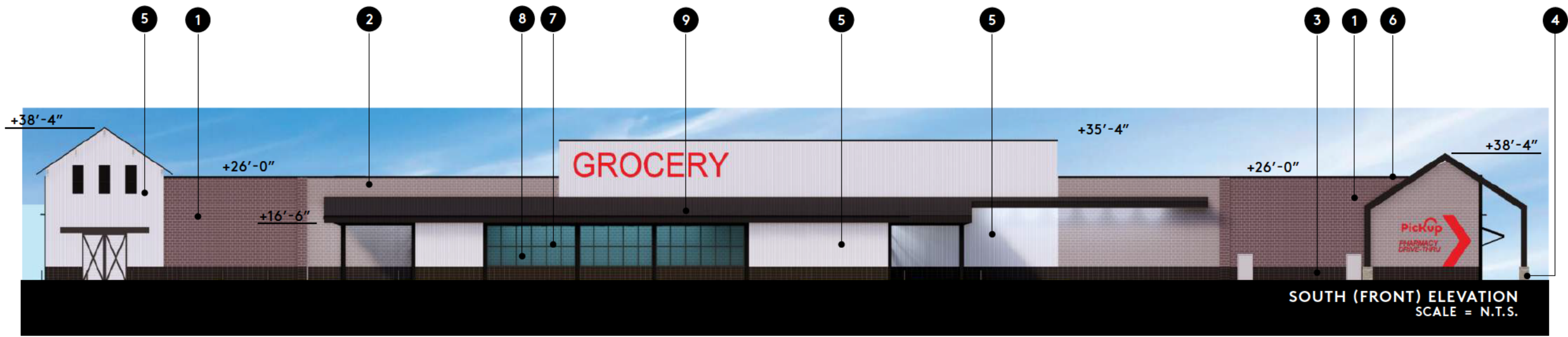
Drawing No.:













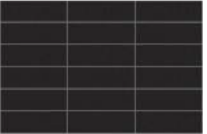
- 1




SUNCORE CMU -
SMOOTH - RUNNING
DEEP BROWN
- 2




SUNCORE CMU -
SMOOTH - RUNNING
JAVA
- 3




SUNCORE CMU -
SMOOTH - STACKED
BLACK
- 4




BOARD FORMED
CONCRETE PANELS
- 5




JAMESHARDIE
BOARD AND BATTEN
ARTIC WHITE
- 6




COLUMNS, METAL COPING
AND ROOF METAL
RAL 9004
- 7



ANNODIZED
STOREFRONT FRAMING
RAL 9004
- 8

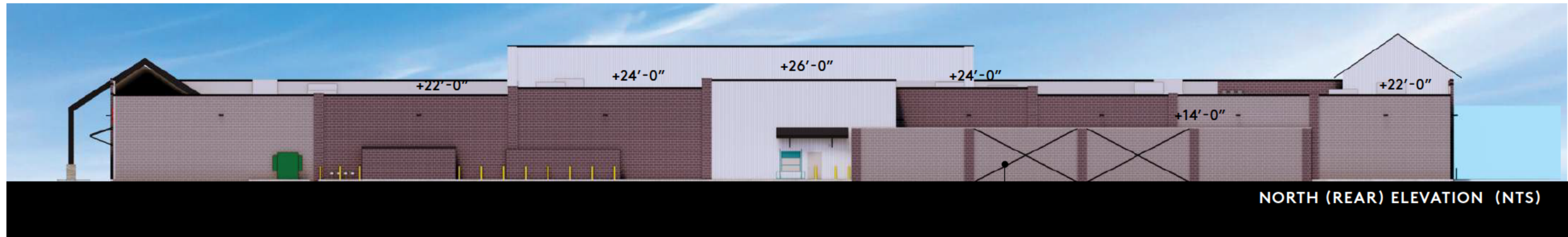


INSULATED
GLASS
- 9



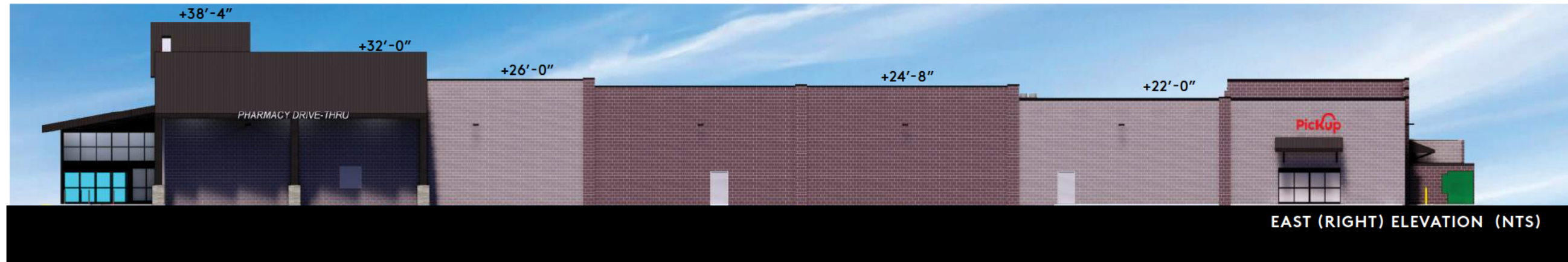
STANDING SEAM
METAL ROOFING
BLACK

ELEVATION MATERIALS AND DIMENSIONS




NORTH (REAR) ELEVATION (NTS)

STEEL BRACE ACCENT

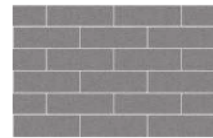


EAST (RIGHT) ELEVATION (NTS)

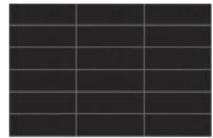
- 1




SUNCORE CMU -
SMOOTH - RUNNING
DEEP BROWN
- 2




SUNCORE CMU -
SMOOTH - RUNNING
JAVA
- 3




SUNCORE CMU -
SMOOTH - STACKED
BLACK
- 4




BOARD FORMED
CONCRETE PANELS
- 5




JAMESHARDIE
BOARD AND BATTEN
ARTIC WHITE
- 6




COLUMNS, METAL COPING
AND ROOF METAL
RAL 9004
- 7



ANNODIZED
STOREFRONT FRAMING
RAL 9004
- 8



INSULATED
GLASS
- 9



STANDING SEAM
METAL ROOFING
BLACK

ELEVATION MATERIALS AND DIMENSIONS

WHEN RECORDED RETURN TO:
Terra Strada Hooper Inc.
c/o Terra Strada Real Estate Inc.
3271 East 1875 North
Layton, Utah 84040
Attention: Stuart Adams (Hooper
SMC-141)

**MASTER DEVELOPMENT AGREEMENT
FOR THE
HOOPER CROSSING COMMERCIAL CENTER
(Hooper)**

THIS MASTER DEVELOPMENT AGREEMENT FOR HOOPER CROSSING COMMERCIAL CENTER (“Agreement”) is entered into on this _____ day of _____, 2026 (“**Effective Date**”), by _____ a Utah limited liability company (“**Developer**”), and Hooper City, a political subdivision of the State of Utah (“**City**”). City and Developer are the “**Parties**” to this Agreement, and individually each is a “**Party**.”

RECITALS

A. Developer, a joint venture, owns certain property located in City, legally described on the attached and incorporated Exhibit A (“**Property**”), and known by the following Weber County Tax ID numbers: 090750285, 090750282, 090750196, 090750283, and 090750266.

B. Developer desires to create a residential and commercial development mixed use project the Property to be known as Hooper Crossing Commercial Residential Center (“**Project**”), consisting of commercial development adjacent 5500 South and 4700 West, including public road and intersection improvements ; with residential housing as a transition buffer to adjacent existing used as generally depicted on the Project Plan (“**Project Plan**”) attached hereto as Exhibit B and incorporated herein.

C. The Parties acknowledge that the Property is uniquely situated to accommodate a mixed-use development pattern consisting of commercial development, traditional large-lot residential development, and a mixed residential neighborhood incorporating a variety of housing types. The proposed development includes approximately nineteen (19) acres of commercial development, approximately three (3) acres of one-third acre residential lots, approximately eight and one-quarter (8.25) acres of one-half acre residential lots, and approximately seventeen (17) acres designated for mixed residential development, including townhomes and other residential product types. The Parties find that such development pattern promotes housing diversity, provides neighborhood-serving commercial services, creates

transitions between differing residential densities, and advances the goals and objectives of the Hooper City General Plan.

D. The Property is currently zoned as Low Density Residential (40,000 SF Min) (R1) with General Plan Future Land Use Map designations being Commercial – Areas planned for Commercial Businesses as Described in Hooper City Code 10-2C-3 along the frontage of 5500 South and a portion of the west frontage of 4700 West near 5500 South. Future Land Use to the north of the designated Commercial Area is Area B – Undeveloped Land East of 5900 South of 4000 South and West of 4700 West is Future Planned ¾ Acre Lots.

E. Concurrent with the adoption of this Agreement, and as of the Effective Date, City has designated the Property into the City’s Commercial Zone as designated in the Hooper City Municipal Code??.

F. Developer has submitted a Development Plan Application to the City that will enable development of the Project in accordance with the Project Plan attached hereto.

G. The Parties intend that the Development Plan, this Agreement, and the provisions of the City’s Commercial Zoning designation in place as of City adopting future commercial zoning design guidelines will permit development of the Project in substantial accordance with the Development Plan.

H. The Parties desire to facilitate the development of the Project by special financing vehicles, including but not limited to those provided for in Titles 17C and 17D of the Utah Code.

I. The Parties intend that this Agreement specify the rights and responsibilities of Developer to develop the Property as expressed in this Agreement and the Project Plan, and the rights and responsibilities of City to allow and regulate such development pursuant to the requirements of this Agreement, the Project Plan, and all other applicable laws.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals (which recitals are incorporated into this Agreement) and the covenants hereafter set forth in this Agreement, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Interpretation. Whenever in this Agreement:

1.1. the consent or approval of any person is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless expressly provided to the contrary or where the City has discretion under the City's Vested Laws;

1.2. there is a reference to “days,” such reference shall be deemed to be to “calendar days” unless the phrase “business days” is expressly stated;

1.3. the date on which any payment or performance is due under this Agreement is not a business day, such payment or performance shall be due on the immediately following business

day; and

1.4. there appears a reference to a consent, approval, description, designation, estimate, notice, request, demand, response, statement, warning, correspondence, Agreement, schedule or other communication, such reference shall be deemed to require the same to be in writing, unless otherwise expressly stated.

1.5. Priority of documents when interpreting terms, and priority in the event of conflict, shall be as follows:

1.5.1. The Project Plan, attached hereto as Exhibit B.

1.5.2. **“Design Guideline Elements”** meaning the Project-specific standards and exhibits for the Project, consisting of exhibits C-M attached hereto, including (as applicable): Landscape Master Plan includes Plant Palette (Exhibit C), Site Lighting Photometric Plan (Exhibit D), Lighting Cut Sheets (Exhibit E), Anchor Tenant Architectural Elevations (Exhibit F), Fuel Center Architectural Elevations (Exhibit G), Sign Plans (Pylon and Monument) including the Sign Location Plan (Exhibit H), Off-site Public Improvements / Road Widening (Exhibit I), Utility Infrastructure (Exhibit J), Outbuilding/Pad Architectural Elevations (Exhibit L), and Lift Station (Exhibit M), each to be discussed in Section 4 below, and once approved, shall be binding as provided herein. Notwithstanding anything to the contrary, if there is a conflict between the generally applicable Design Guideline Elements and (i) the approved Anchor Tenant Architectural Elevations, (ii) any subsequently approved Outbuilding/Pad Architectural Elevations for a particular building, or (iii) any approved tenant-specific Sign Plan, the approval listed in clauses (i)–(iii) shall control for the applicable building or tenant.

1.5.3. This Agreement; and

1.5.4. Development specific zoning ordinances established as of the date of this Development Agreement as included herein that are specific to the Development only.t

2. General Plan Amendment; Zoning; Vesting

2.1. General Plan Amendment. Concurrent with approval of this Agreement, the City shall consider and, if approved, adopt a General Plan Amendment designating the Property for a Residential Planned Unit Development (PUD) and Community Commercial (C-2) project, as depicted on the Master Development Plan attached hereto as Exhibit B.

2.2. Zoning. Concurrent with approval of this Agreement, the City shall consider and, if approved, adopt zoning classifications necessary to implement the Master Development Plan. Such zoning may include Commercial zoning for approximately nineteen (19) acres, Traditional Residential zoning for approximately eleven and one-quarter (11.25) acres, and Mixed Residential zoning for approximately seventeen (17) acres.

2.3. Commercial Zone Area. The Commercial Area shall be developed with the

following uses conditional or permitted in the existing Section 10-2C-3 Allowed Uses of the current Hooper City Municipal Code (HCMC).

2.4. City desires to further restrict certain permitted with Section 10-2C-3 Allowed Uses of the HCMC, the following uses shall also be prohibited uses in the Project:

- 2.4.1. Commercial Uses: Auto, truck, RV, and equipment storage; bar establishments; business equipment rental and supplies; car washes; commercial vehicle and equipment rental or sales; commercial vehicle and equipment repair; construction sales and service; outdoor recreation and entertainment; tattoo establishments; vehicle rental; vehicle repair (limited); and vehicle sales; and
- 2.4.2. Gas and Fuel Restrictions: Gas and Fuel Restrictions: Gas and fuel storage and sales, and gasoline service stations, are strictly prohibited on all Pad Areas and outlots; provided, however, that this restriction shall not apply to the single Major Grocer Fuel Center explicitly authorized under Section 4 and depicted on the Project Plan (Exhibit B) as Fuel Center I attached to the primary anchor grocery store, which remains a fully vested and permitted use. No other gasoline service stations, fuel loops, or petroleum sales facilities shall be permitted on any other pad or parcel within the Project outdoor storage.

2.5. Traditional Residential Area. The Traditional Residential Area may be developed with detached single-family residential lots, including approximately three (3) acres consisting of lots averaging one-third acre in size and approximately eight and one-quarter (8.25) acres consisting of lots averaging one-half acre in size, together with associated streets, parks, trails, utilities, landscaping, and related improvements.

2.6. Residential Area. The Mixed Residential Area may be developed as a combination of residential product types, including detached single-family dwellings, townhomes, twin homes, patio homes, cottage homes, and other residential housing products approved pursuant to this Agreement. The exact number, configuration, and mix of residential units shall be established through subsequent site plan and subdivision approvals consistent with the Master Development Plan.

2.7. Housing Diversity. The Parties acknowledge that the purpose of the Mixed Residential Area is to provide housing diversity and residential transition opportunities while preserving substantial portions of the Property for traditional residential development. Variations in residential product mix within the Mixed Residential Area shall not require amendment of this Agreement provided the overall development remains in substantial conformance with the Master Development Plan.

2.8. Vested Rights. Following approval of this Agreement, the General Plan Amendment, and the associated zoning amendments, Developer shall retain vested rights, to the fullest extent permitted by Utah law, to develop the Property in accordance with this Agreement, the Master Development Plan, and applicable City ordinances in effect on the Effective Date.

2.9. As an exception to the vesting principles above, the following future laws

(“**Future Laws**”) and ordinances adopted by City after the Effective Date shall apply to the Project:

- 2.9.1. Future Laws that Developer agrees in writing apply to the Project;
- 2.9.2. Future Laws that are both generally applicable to all properties in the City’s jurisdiction and that are required in order to comply with state and federal laws and regulations affecting the Project;
- 2.9.3. City’s Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the state or federal governments and are otherwise required to meet legitimate concerns related to public health, safety or welfare;
- 2.9.4. Future Laws regarding lawful taxes, or modifications thereto, provided that nothing in this Agreement shall be construed as waiving or limiting in any way Developer’s right to challenge taxes imposed by City, which right is hereby reserved
- 2.9.5. Future Laws regarding changes to the amounts of fees for the processing of applications that are generally applicable to all development within City and that are adopted in accordance with state and local law.

2.10. Developer may elect to sell one or more portions of the Project to a subdeveloper (“**Subdeveloper**”). Any portion of the Property (each a “**Parcel**”) sold by Developer to a Subdeveloper shall include the transfer of the right and obligation to develop such Parcel in accordance with this Agreement and the Project Plan. At the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Subdeveloper, Developer shall provide City with a report showing the Parcel ownership, and the projected or potential uses

3. Development of the Project.

3.1. Developer may develop the Project in phases, and Developer reserves all discretion to determine when to develop a particular portion or phase of the Property, based upon Developer’s business judgment. Notwithstanding the foregoing, Developer is subject to the requirement to proceed with reasonable diligence. If it appears the Developer will not proceed with development for an extended period of time, the Parties shall meet to confer in good faith as to how best to amend this Agreement in a manner that fulfills the intent of the Parties.

3.2. The Project Plan comprises the Anchor Area and the Pad Area. The “**Anchor Area**” includes the buildings labeled *Grocery Anchor*, on the Project Plan, with their surrounding features. The “**Pad Area**” includes the 12 buildings labeled *Pads A, B, C, D, E, F, G, H, Fuel Center I, J, K and L* with their surrounding features. The Pad Areas are intended for commercial tenants such as fast-food restaurants, fuel centers, banks, and automotive service

centers, and other commercial uses (each, a “**Pad User**”). Developer has sole discretion to select and enter into agreements with Pad Users, provided the proposed use is permitted or conditionally permitted use under applicable City ordinances and this Agreement

3.3. The Project shall be constructed in substantial conformance with the Design Guidelines Elements, attached hereto as Exhibits ?? through ??, which are expressly approved by City.

3.4. Following City Council approval of this Agreement, and the associated zoning, Project Plan, and Design Guideline Elements included therewith all subsequent Project approvals (including pad site plans, building permits, and similar approvals) shall be processed as administrative reviews. Such reviews shall be limited to confirming compliance with the Project Plan (as modified with respect to the Pad Area), the applicable Design Guideline Elements, and applicable City codes, and shall not require discretionary land use hearings except to the extent a Material Change is proposed. No additional architectural design review, beyond staff confirmation of substantial conformance, shall be required for anchor tenants at Site Plan approval and the issuance of Building Permits.

3.4.1. City shall complete its administrative review of complete Site Plan and Building Permit Plan submittals for the Project within the following timeframes: (i) the first submittal shall be reviewed within four (4) weeks after City’s receipt; (ii) the second submittal shall be reviewed within three (3) weeks after City’s receipt of a resubmittal addressing City comments; and (iii) the third submittal shall be reviewed within two (2) weeks after City’s receipt of a second resubmittal addressing City comments. City may complete its review in less time. If any portion of City’s review is delegated to an approved third-party reviewer, such third-party reviewer shall be required to comply with the same review timeframes set forth herein.

3.4.2. Only a “**Material Change**” to the Anchor Area will require amendment of this Agreement or the Project Plan. A Material Change in the Anchor Area includes: (i) a change that substantially increases parking requirements; (ii) a change in pedestrian or traffic patterns that initiate safety concerns; (iii) a change that is directly contrary to the terms of this Agreement or applicable City ordinances; (iv) a change that materially deviates from the approved Anchor Tenant Architectural Elevations, Fuel Center Architectural Elevations, Sign Plans, Site Lighting, Landscape Treatments, Streetscape Landscaping and Style, Site Furnishings, or Outdoor Storage Plan Design Guideline Elements applicable to the Anchor Area; (v) changes to anchor tenant façade materials or colors; (vi) changes to approved sign types, heights, or locations; (vii) changes to lighting pole heights/fixture types; (viii) changes to the Outdoor Storage Plan; and (ix) changes to increase the number of Pad Area units.

3.4.3. Any non-Material Changes to the Anchor Area may be requested by Developer and shall be reviewed and approved by City planning staff upon a staff finding that such change is not a Material Change.

3.4.4. The Anchor Tenant Architectural Elevations and the Sign Plans Design Guideline Elements are approved as final for the Anchor Area. Any deviation visible from public right-of-way shall constitute a Material Change unless approved by the City as a minor modification consistent with the approved Design Guideline Elements.

3.4.5. The anchor tenant buildings, including the occupant of the unit labeled “Major Grocer,” and the “Major Grocer Fuel Center” shall be constructed in substantial conformance with the applicable Design Guideline Elements, specifically the Anchor Tenant Architectural Elevations attached hereto as Exhibit C and the Fuel Center Architectural Elevations attached hereto as Exhibit D.

3.4.6. Any outdoor sales and display area authorized herein shall be located, configured, and operated in substantial conformance with the **Outdoor Sales Display Plan attached hereto as Exhibit J (the “Outdoor Sales Display Plan”)** as approved by this Agreement. City may enforce the Outdoor Sales Display and Plan through administrative review and code enforcement, and any Material Change to the footprint of such outdoor storage or display areas shall constitute a Material Change. Outdoor sales and display of retail products customarily sold on-site, including without limitation palletized, shrink-wrapped, or otherwise packaged materials, equipment, and merchandise (e.g., landscaping materials, bulk goods, snow blowers, lawn mowers, and similar items), **shall be permitted within the designated outdoor display areas as shown on Exhibit E and may be visible from public rights-of-way**, and shall not be required to be screened or considered prohibited outdoor storage.

3.5. The Parties acknowledge that the Pad Areas are expected to undergo significant and frequent changes, based upon pad tenant needs and commercial market factors. Accordingly, except as otherwise indicated in this Agreement, no changes to Pad Areas will require amendment of this Agreement or the Project Plan.

3.5.1. Development of all uses within the Pad Area will require submission to City of a Site Plan application for that Pad. Site plan applications for properties within the Pad Area will be reviewed and approved administratively by City Staff.

3.5.2. Architectural styles, façade composition, roof forms, and site design for Pad Area development shall generally comply with the Design Guideline Elements including but not limited to the Streetscape Landscaping and Style attached hereto as Exhibit C, Site Furnishings attached hereto as Exhibit D, Landscape Treatments attached hereto as Exhibit E, and any Pad Area architectural guidance exhibits approved hereunder. Pad Area developments may utilize tenant-specific prototype designs, provided they are generally consistent with the intent of the approved Design Guideline Elements and meet the applicable City code requirements. Site design for Pad Area development shall also generally comply with the Landscape Screening for the Drive Thru Exhibit attached hereto as Exhibit C.

3.6. Developer is obligated to Develop the Project in substantial accordance with the City’s *Commercial and Multifamily Design Standards* (Hooper City City Code Chapter

????), as they existed at the time of approval of (“**Design Standards**”). The applicable Design Standards are attached hereto as Exhibit M. Developer is expressly authorized to deviate from the Design Standards as follows:

3.6.1. Primary entrances to commercial uses in the Pad Areas shall not be required to face a public street, but may be oriented toward internal traffic and pedestrian zones, in order to meet the needs of the occupant of the Pad Area.

3.6.2. Commercial uses on Pad Areas shall be permitted to have parking near the Primary Entrance of that building.

3.6.3. Commercial uses on Pad Areas shall be permitted to have parking on the Pad Area between the building and the public street.

3.6.4. Architectural styles, entrances, elevations, articulations, and roof designs in the Pad Areas shall generally comply with those shown on the renderings provided in the Design Guideline Elements.

3.7. Site lighting for the Project is expressly approved as part of this Agreement and shall be installed in substantial conformance with Exhibit I. **The approved lighting intensity for the Project is ## spelled out (##) lumens per gross acre (spelled out # and written #) lumens per net acre), and the approved fixture mounting heights shall be as shown on Exhibit I.** The Project shall in all other respects comply with Site Specific Municipal Code Chapter ??, with the exception that fixture heights shall be twenty-five (25) feet. Following City Council approval of this Agreement, City shall process lighting reviews and permits for the Project as administrative approvals upon a finding of substantial conformance with Exhibit I and the foregoing approved lighting standards, and shall not require discretionary design review or additional lighting limitations beyond applicable codes related to public safety and light spillover.

3.8. Developer is obligated to Develop the Project in substantial accordance with the City approved Master Sign Plan.(“**Sign Standards**”). The Project’s Sign Plans and Sign Location Plan are attached hereto as Exhibit H.

3.9. Public Infrastructure

3.9.1. Developer shall construct. The road shall also include the appropriate utilities such as water, sewer and storm drain per the City’s Master Plans. The road shall include right turn deceleration lanes into each drive approach. The road improvements shall include all as shown on Exhibit B.

3.9.2. Developer shall construct running along the frontage of the project as a 5-lane roadway with curb and gutter on both sides, sidewalk on the project side only, and a 2’ wide concrete median from . . . back to the second access into the project. The road shall include a dual left turn lane and a single right turn lane at The road shall also include the

appropriate utilities such as water, sewer and storm drain per the City's Master Plans. The road shall include right turn deceleration lanes into each drive approach. The road improvements shall include . . . all as shown on Exhibit B.

3.9.3. Access to the Property shall be substantially similar to the Development Plan.

4. Infrastructure Financing.

4.1. The Parties acknowledge and agree that development of the Property pursuant to this Agreement will result in positive economic benefits to City and its residents by, among other things, increasing property tax and other revenues to the community based on improvements to be constructed on the Property.

4.2. In consideration thereof, and to the extent permitted by applicable law, City shall provide to Developer, by means of bonding or other lawful revenue sources chosen by City, funds to pay for the development of public infrastructure related to the Project. Such "**Public Infrastructure**" may include, but is not limited to, the following elements of the Project: (i) major roadway and traffic-related improvements; (ii) acquisition of culinary water shares and installation of public culinary and secondary water infrastructure; (iii) mass grading of the overall site; (iv) construction of public improvements to storm drain, electrical and other utilities; (v) necessary engineering, permitting, materials, and inspection costs; (vi) any other infrastructure primarily for use by the public that would fit the definition of "system improvement" under the *Utah Impact Fees Act*, Utah Code § 11-36a-101 *et seq.*; and (vii) any management or other soft costs associated therewith. The amount provided by the City to pay for such Public Infrastructure shall be no less than the amount estimated by the City Engineer's of probable costs to construct the Public Infrastructure, but shall not exceed ??? Million Five Hundred Thousand Dollars (\$??,500,000) ("**Infrastructure Funds**"). The Infrastructure Funds shall consist of up to . . . Million Dollars (\$??,000,000) for use on any Public Infrastructure and up to ?? Million Two Hundred Seventy Thousand Dollars (\$??,270,000) that the City received from Weber County for the construction of ?? that may only be used for purposes consistent with the restrictions attached to those monies. City shall provide to Developer an additional amount of One Million Dollars (\$1,000,000) in existing City infrastructure improvement funds, to enable Developer to complete infrastructure improvements. These additional funds shall not be included in the Infrastructure Funds for purposes of this Agreement.

4.3. Developer agrees to work cooperatively with City to enable City to obtain the Infrastructure Funds. Such cooperation shall include collaborating on the issuance of bonds and/or creating public financing opportunities, such as the financing mechanisms set forth in Title 17C or Title 17D of the Utah Code. City agrees that in obtaining the Infrastructure Funds, no mills, tax levies, or assessments shall be placed on the Property or the Project without the express written consent of the Developer.

4.4. Prior to commencement of construction on the Project, City will deposit the Infrastructure Funds into a mutually agreed escrow account (the "**Infrastructure Escrow**"). Disbursement of Infrastructure Funds from such Infrastructure Escrow during construction, including progress payments, retainage, payment for materials delivered to the Project, and final

release following acceptance, shall be governed by Section 6 of this Agreement.

4.5. Notwithstanding any other term or obligation in this Agreement, Developer's obligation to provide Public Infrastructure is limited to the expenditure of the Infrastructure Funds. Developer is not obligated to expend Developer's funds for Public Infrastructure. City shall not require Developer to oversize any Public Infrastructure or to provide Public Infrastructure beyond what would be required to pay for Developer's proportionate share, as defined in Utah Code § 10-20-911 and in the *Nollan/Dolan* line of United States Supreme Court cases, unless such oversized and excess Public Infrastructure shall also be paid for in full out of Infrastructure Funds.

4.6. If the total amount of Infrastructure Funds exceed amounts needed to provide Public Infrastructure, City may, to the extent doing so is permitted by the financing terms, request that Developer utilize such funds to:

- 4.6.1. perform additional improvements;
- 4.6.2. pay off bonds early; or
- 4.6.3. provide the City with the excess funds.

4.7. The City acknowledges that the provision of the Infrastructure Funds, in sufficient amounts to reimburse or otherwise pay the Developer for costs and expenses incurred in providing the Public Infrastructure, is a material, integral term of this Agreement and development of the Project. If the Infrastructure Funds are not provided in sufficient amounts, Developer may (1) elect to proceed with the Project under the terms herein, or (2) elect to terminate this Agreement by delivering written notice thereof to the City. Upon delivery of such notice, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations hereunder. In the event Developer elects to terminate this agreement under this Section, any and all vesting rights granted under Section 2 shall immediately become null and void and the zoning designation of the Property shall automatically revert to zoning designation before the execution of this agreement

4.8. In the event that any dispute arises with regard to the terms of this Section 5, including but not limited to a dispute over invoices, inspections, or whether a particular improvement is a Public Improvement, the parties will within 10 days of the dispute arising, exchange their basis for the dispute, and arguments regarding resolution of the dispute, to one another in writing. Within 10 days of such exchange, the Parties shall then meet and confer in good faith in an effort to resolve such dispute. The Parties may, but are not obligated to, employ the services of a mediator.

5. Infrastructure Fund Disbursements.

5.1. Developer's obligation to provide public infrastructure or any improvements hereunder is expressly conditional upon City's approval of the Project and issuance of permits required for construction of the applicable improvements.

5.2. Developer, using Infrastructure Funds, shall make public improvements to roads

within the Project Area, as shown on Exhibit M in accordance with this Agreement. Developer will complete improvements associated with identified public streets. The road right-of-way is currently owned by the City.

5.3. The Infrastructure Funds described in Section 5 shall be held in the Infrastructure Escrow. The Parties agree the Infrastructure Escrow shall serve as the Improvement Completion Assurance in accordance with Utah Code 10-20-807, for completion of required public improvements funded therefrom (the “**Public Improvements**”) and shall be funded in an amount equal to **one hundred ten percent (110%)** of the City Engineer-approved Engineer’s Opinion of Probable Construction Cost (“**OPCC**”) for the Public Improvements required to be guaranteed under this Agreement.

5.3.1. Notwithstanding the extent that Utah State law, Hooper City Code, or other City policy dictates the procedure and timing of the release of improvement completion assurance or other bond funds, including but not limited to requiring City Council action to approve escrow or bond releases during construction, the Parties agree that release of the Infrastructure Funds will occur in accordance with the procedure and timing set forth in this Section.

5.3.2. **All progress releases and payments from the Infrastructure Escrow shall be authorized administratively by the Public Works Director.** Developer (or its contractor) may submit requests for releases and payment from the Infrastructure Escrow directly to the City no more frequently than **once every thirty (30) days**, unless otherwise approved by the Public Works Director. Upon submission of a request for release and payment, the City will promptly inspect and verify the work completed. The City will immediately release the funds when work is determined to pass inspection.

5.3.3. The Public Works Director will also immediately authorize the release of funds for materials delivered for the Public Improvements upon confirmation of delivery. The Public Works Director may authorize partial payment for materials delivered to the Project site but not installed, subject to inspection, verification, lien protection, and secure storage. Unless otherwise approved in writing by the Public Works Director payment for delivered-but-not-installed materials shall not exceed **seventy-five percent (75%)** of invoiced cost, with the balance payable upon installation.

5.3.4. At the completion of the Project, City may retain not more than ten percent (10%) of the Infrastructure Funds owed to Developer for no more than one year as an improvement warranty, which shall be managed in accordance with Utah Code 10-20-807.

5.3.5. Final acceptance of the Public Improvements shall occur following completion of the Project, City Engineer inspection confirming compliance, and submission of required closeout documentation (including as-builts and final lien releases). After final acceptance, the escrow agent shall release remaining escrow funds, subject to any improvement warranty holdback required by the City.

5.4. Developer and City acknowledge that timely payment of contractors and suppliers is necessary for efficient construction of the Public Improvements. Accordingly, the Parties intend that payment releases from the Infrastructure Escrow be processed through the administrative process authorized in this Section 6 without requiring City Council approval.

5.5. Third Party Inspections.

5.5.1. Developer shall have the option, at Developer's discretion, to retain a qualified third-party to perform inspections of Public Improvements, including final inspections.

5.5.2. City may provide reasonable input regarding the acceptability and qualifications of any third-party inspector retained by Developer; provided, however, City shall not be entitled to disqualify an inspector chosen by Developer without good cause.

6. Default.

6.1. If Developer, a Subdeveloper, or City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide notice to the other Party. If City believes that the Default has been committed by a Subdeveloper, then that City shall also provide a courtesy copy of the notice to Developer.

6.2. The notice of Default shall:

6.2.1. Specify the claimed event of Default;

6.2.2. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

6.2.3. Identify why the Default is claimed to be material;

6.2.4. Propose a method and time for curing the Default which shall be of no less than sixty (60) days duration provided however, that if the Default involves a clear and immediate threat to public health, safety or environment such as active stormwater failures, traffic safety hazards, or broken utility lines the City may demand an immediate cure within twenty-four (24) to forty-eight(48) hour, failing which the City may enter the property, correct the issue using escrow funds.

6.3. If the Parties are not able to resolve the Default, then the Parties have all rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

6.4. The Party prevailing in any action arising from an uncured default shall be awarded its reasonable legal expenses, including its reasonable attorney fees.

6.5. The Party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

6.6. If any Default cannot be reasonably cured within sixty (60) days, then such cure

period may be extended at the discretion of the Party asserting Default so long as the defaulting Party is pursuing a cure with reasonable diligence.

6.7. A default of any obligations assumed by an assignee or Subdeveloper shall not be deemed a default of Developer.

6.8. All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing either by certified mail, hand delivery, overnight courier service, or email to the following addresses:

To Developer:

Terra Hooper Crossing, LLC c/o Terra
Strada
P.O. Box 377
Kaysville, UT 84037
Attn: J. Stuart Adams

With a copy to:

Anchor Grocer
c/o
Attn: Law Department,

With a copy to:

Other Party
c/o

To City:

Hooper City
Attn: City Recorder

6.9. In the event this agreement is terminated for any reason, any and all vesting rights granted to developer under this agreement shall immediately become null and void and the zoning designation of the Property shall automatically revert to zoning designation before the execution of this agreement.

7. Assignability.

7.1. The rights and responsibilities of Developer hereunder may be assigned in whole or in part, by Developer. Developer shall give the City notice of any assignment within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party. Developer's assignment of all or any part of the Developer's rights and responsibilities hereunder to any entity not "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), shall be subject to the City's approval, which shall not be unreasonably withheld, conditioned or delayed.

7.2. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations that are assigned.

7.3. Any assignee of all or any part of Developer's rights and responsibilities under this Agreement shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

8. General Provisions.

8.1. The initial term of this Agreement shall be 20 years beginning on the Effective Date.

8.2. This Agreement has been reviewed and revised by legal counsel for the Developer and City, and no presumption or rule that ambiguities shall be against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

8.3. Each Party hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.

8.4. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including approval of development Agreements and a rezone of the Property. If a referendum or challenge relates to the approval of this Agreement or the adoption of the New Zone, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code § 20A-7-601, then Developer may deliver a Notice of rescission to the City to terminate that portion of this Agreement applicable to the City. Upon Developer's delivery of a Notice of rescission pursuant to this Section, this Agreement shall automatically terminate with respect to that City only, whereupon the Parties shall have no further rights or obligations hereunder. In the event Developer elects to terminate this agreement under this Section, any and all vesting rights granted under Section 2 shall immediately become null and void and the zoning designation of the Property shall automatically revert to zoning

designation before the execution of this agreement.

8.5. The Parties acknowledge that zoning is a legislative act subject to the constitutional right of referendum. If a referendum successfully overturns the zoning or approval of this agreement, the City shall be held completely harmless and shall bear no financial liability, damages, or legal costs to the Developer as a result of such citizen action.

The Parties intend that the administration, but not the approval, of this Agreement and any amendments, shall be processed through administrative land use applications to be decided by the land use authority, as those terms are defined in Utah law.

8.6. The rights of City under this Agreement shall not be assigned, but City is authorized to enter into any contract with a third party to perform obligations of City to operate and maintain any infrastructure improvement so long as such Party adequately and reasonably maintains and operates such facility or improvement.

8.7. This Agreement shall be recorded in its entirety, at Developer's expense, in the Official Records of Weber County, Utah. This Agreement shall run with the land.

8.8. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

8.9. This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other person shall have any right of action based upon any provision of this Agreement whether as third-party beneficiary or otherwise.

8.10. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original.

8.11. If City elects to consider terminating this Agreement due to any uncured Default by Developer, then City shall give to the Developer written notice of City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If City's legislative body determines that a Default has occurred and is continuing, and elects to terminate this Agreement, City shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. City may thereafter pursue any and all remedies at law or equity.

Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL HOOPER CITY BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

8.12. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Developer for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

8.13. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void. If any provision of this Agreement shall be held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction or as a

result of any legislative action, such holding or action shall be strictly construed.

8.14. Developer shall not be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to causes beyond the control and without the fault or negligence of the Party affected, including but not limited to, acts of God, acts of the United States Government or the State of Utah, fires, floods, strikes, unanticipated materials shortages exceeding six months, embargoes, wars, terrorist acts or unusually adverse weather conditions. Upon the occurrence of any such cause, Developer shall notify City and shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end.

8.15. Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Project.

8.16. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties.

8.17. In the event either Party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the party not prevailing in such dispute shall pay any and all reasonable and actual costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and attorneys' fees.

[Signature Page Follows]

THE PARTIES have executed this Agreement below, to be effective as of the Effective Date.

DEVELOPER:

TERRA HOOPER CROSSING, LLC,
a Utah limited liability company

By: _____

Name: _____

Title: _____

The forgoing instrument was acknowledged before me this ____ day of _____, 2026,
by _____, the _____ of
Terra Hooper Crossing, LLC.

NOTARY PUBLIC

My Commission Expires:

(Seal)

Residing at:



HOOPER CITY
PLANNING COMMISSION MEETING MINUTES
THURSDAY, JUNE 11, 2026, 7:00PM
COUNCIL CHAMBERS
5580 W. 4600 S.
Hooper, UT 84315

The Hooper City Planning Commission held a work meeting at 6:00pm and their regular meeting at 7pm on June 11, 2026, at the Hooper City Civic Center located at 5580 W. 4600 S, Hooper, UT 84315.

PLANNING COMMISSION MEMBERS' PRESENT:

Jase McCormick
Bryce Widdison
Travis Bates
Tucker Weight
Nathan Denny- Alternate

COMMISSION MEMBERS EXCUSED:

Blake Cevering

CITY STAFF & CITY COUNCIL PRESENT:

Morghan Yeoman – City Recorder
Jamee Johnston – Deputy City Recorder
Nic Mills – City Attorney
Jared Hancock – Public Works Director

6:00PM WORK MEETING

1. Discussion on Agenda Items

The Planning Commission held a work session where agenda items were discussed, conditional use permit for Jed Dubach, conditional use permit for James Upshaw, Request of amendment to the Hooper City Code 10-4A-31, and JUB engineering gave an update to the general plan.

7:00PM REGULAR MEETING

1. Meeting Called to Order

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

2. Opening Ceremony

a. Pledge of Allegiance

Commissioner Denny led in the Pledge of Allegiance.

b. Reverence

Commissioner Weight offered reverence.

3. Consent Items

- a. Motion – Approval of Minutes dated May 14, 2026
With no corrections.

COMMISSIONER WEIGHT MOTIONED TO APPROVE THE MINUTES DATED MAY 14, 2026, WITH NO CORRECTIONS. COMMISSIONER BATES SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COMMISSIONER:</u>	<u>VOTE:</u>
MCCORMICK	AYE
WIDDISON	AYE
BATES	AYE
WEIGHT	AYE
DENNY	AYE

MOTION APPROVED.

4. Action Items

- a. Conditional Use Permit Request for Jed Dubach for an oversized structure located at 4704 S 5950 W. The request is for 3,000 square feet with the height of 25.6 feet.
Morghhan Yeoman, the city recorder, presented the oversized structure with the site plan up on display.

COMMISSIONER BATES MOTIONED TO ENTER A PUBLIC HEARING FOR A CONDITIONAL USE PERMIT REQUEST FOR JED DUBACH FOR AN OVERSIZED STRUCTURE LOACATED AT 4704 S 5950 W. THE REQUEST IS FOR 3,000 SQUARE FEET WITH THE HEIGHT OF 25.6 FEET. COMMISSIONER WIDDISON SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COMMISSIONER:</u>	<u>VOTE:</u>
-----------------------------	---------------------

JED DUBACH FOR AN OVERSIZED STRUCTURE LOCATED AT 4704 S 5950 W UNTIL THE NEXT PLANNING COMMISSION MEETING WITH A NEW PUBLIC HEARING AND PROPER PUBLIC NOTICE. COMMISSIONER WEIGHT SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COMMISSIONER:</u>	<u>VOTE:</u>
MCCORMICK	AYE
WIDDISON	AYE
BATES	AYE
WEIGHT	AYE
DENNY	AYE

MOTION TABLED.

- b. Motion: Conditional Use Permit Request for James Upshaw for an oversized structure located at 4483 S 5400 W. The request is for 2,900 square feet.

Morghan Yeoman, the city recorder, presented the request with plans up on display.

The applicant, Deanne Upshaw, explained the intended use is for storage.

COMMISSIONER WEIGHT MOTIONED TO ENTER A PUBLIC HEARING FOR A CONDITIONAL USE PERMIT REQUEST FOR JAMES UPSHAW FOR AN OVERSIZED STRUCTURE LOACATED AT 4483 S 5400 W. THE REQUEST IS FOR 2,900 SQUARE FEET. COMMISSIONER BATES SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COMMISSIONER:</u>	<u>VOTE:</u>
MCCORMICK	AYE
WIDDISON	AYE
BATES	AYE
WEIGHT	AYE
DENNY	AYE

MOTION APPROVED.

Public Comment:
None

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

<u>COMMISSIONER:</u>	<u>VOTE:</u>
MCCORMICK	AYE
WIDDISON	AYE
BATES	AYE
WEIGHT	AYE
DENNY	AYE

MOTION APPROVED.

Planning Commission discussed access to the structure.

COMMISSIONER WEIGHT MOTIONED TO APPROVE THE CONDITIONAL USE PERMIT REQUEST FOR JAMES UPSHAW FOR AN OVERSIZED STRUCTURE LOCATED AT 4483 S 5400 W. COMMISSIONER DENNY SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COMMISSIONER:</u>	<u>VOTE:</u>
MCCORMICK	AYE
WIDDISON	AYE
BATES	AYE
WEIGHT	AYE
DENNY	AYE

MOTION APPROVED.

- c. Discussion/Motion: Request of amendment to the Hooper City Code 10-4A-31. The request is to change the elevation line from Smith Knowles Attorneys. Public Works Director, Jared Hancock, presented the history and purpose of the current elevation standard and discussed drainage, infrastructure, flood protection, and development considerations.

Valerie Clauseen, Representative, Woodmere Homes spoke in support of the amendment and requested additional flexibility for site-specific review.

Josh Lynch, Representative, Woodmere Homes, stated that it does not apply to his development and that it has killed his development and that he has studies that show it does not apply to his development.

COMMISSIONER BATES MOTIONED TO ENTER A PUBLIC HEARING FOR THE REQUEST OF AMENDMENT TO THE HOOPER CITY CODE 10-4A-31. COMMISSIONER WIDDISON SECONDED THE MOTION. VOTING AS FOLLOWS:

<u>COMMISSIONER:</u>	<u>VOTE:</u>
MCCORMICK	AYE
WIDDISON	AYE
BATES	AYE
WEIGHT	AYE
DENNY	AYE

MOTION APPROVED.

Public Comment:

Ray Hancock - Hooper Resident

Ray spoke on the specific land up for question and stated that it is not the same scenario. Ray also spoke about the previous flood in the area. Ray offered to commission a ride to see the area.

Larry Ropelato – Hooper Resident

Larry spoke on the different areas out in Hooper and the previous flood. Larry spoke about his personal property flood line, and suggested to come up with something that is property specific.

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

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

Ray thanked the Planning Commission, and legal counsel for their service and efforts on behalf of the community.

Adjournment

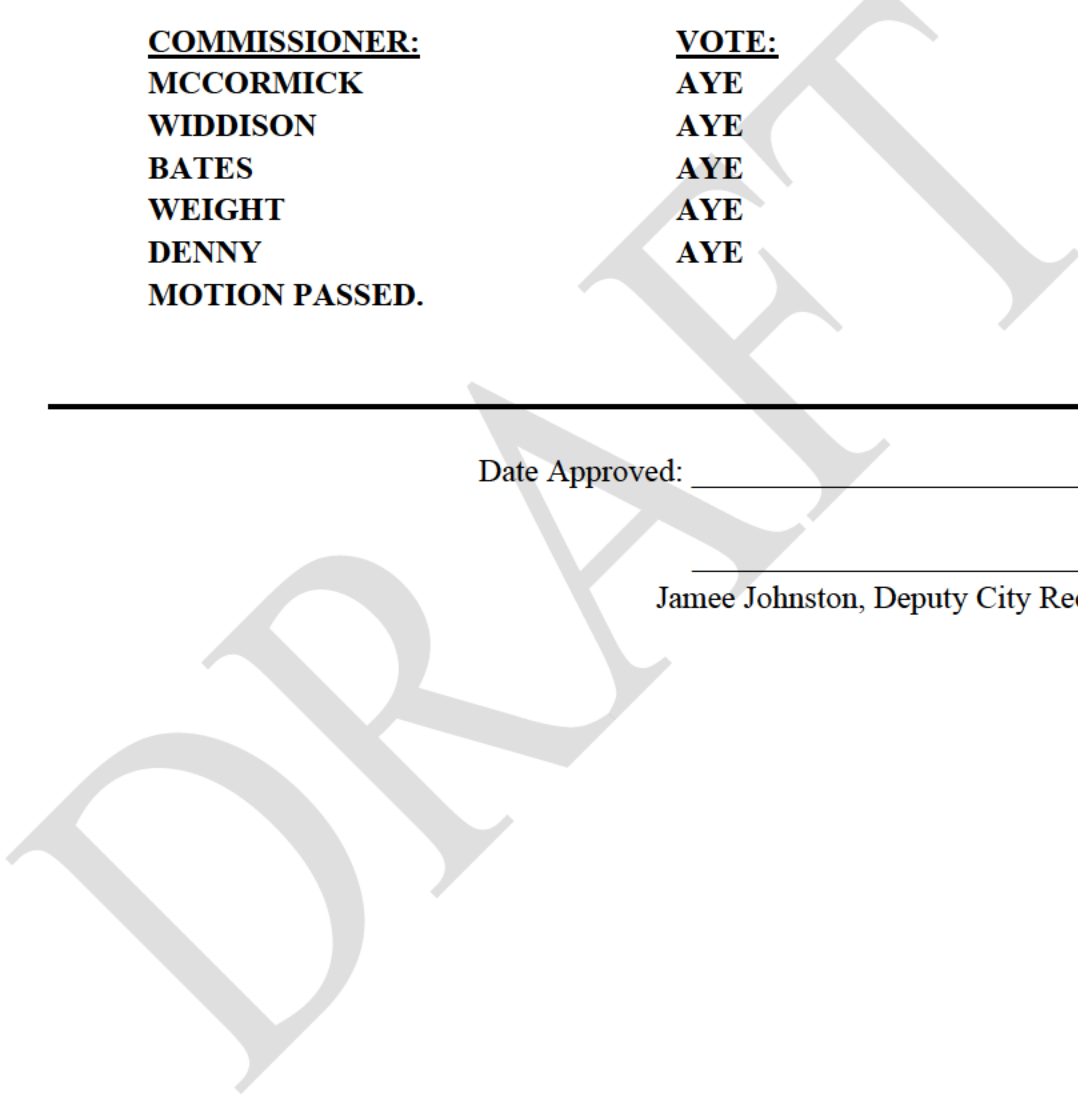
AT APPROXIMATELY 8:06 PM, COMMISSIONER WIDDISON MOTIONED TO ADJOURN THE MEETING. COMMISSIONER BATES SECONDED THE MOTION. VOTING AS FOLLOWS:

COMMISSIONER:
MCCORMICK
WIDDISON
BATES
WEIGHT
DENNY
MOTION PASSED.

VOTE:
AYE
AYE
AYE
AYE
AYE

Date Approved: _____

Jamee Johnston, Deputy City Recorder



Hooper City
5580 W. 4600 S.
Hooper, UT 84315
Office 801-732-1064

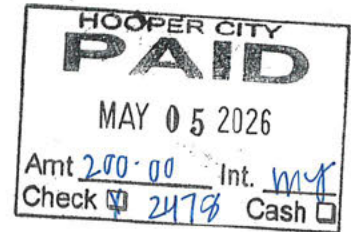
mailers \$ 91.50
Fee: \$200.00
Date Submitted 05-04-24

Conditional Use Permit: Oversized Structure

Print Applicant Name: KOZ Construction LLC for Ted Debeck
Address: 4704 So 5950 W Hooper
Phone #: [REDACTED]
Day Time Phone #: [REDACTED] Email: [REDACTED]

Provide site plan drawings including all of the following: (Site plan must be to scale).

- Map of property showing adjacent streets
- Building dimensions and distance from other structure
- Distance from property lines. (The drip edge must be at least 5 feet from property lines. If you are on a corner lot or have easements attached to your property it may be more than the 5 feet.)
- List any easements on property
- Roof pitch, roof height, roofing material and drip line distance to other structure and property lines
- Concept drawing of what structure will look like
- Building materials
- Driveway materials
- Landscaping design



Total Sq. footage of Structure: 3000
Height of Structure: 25.6

- What will the structure be used for? Storage
 - Will any plumbing be installed in the structure? Yes No
 - Will any electricity be installed in the structure? Yes No
 - Will structure be used for a business? Yes No
- If yes, have you applied for a business license with Hooper City? Yes No

Explain:

❖ The State requires all property owners within 600 feet from your parent property (front, sides and back) to be notified. There will be an additional fee of \$1.50 for every notice that is sent out.

Please address these issues on the back of this application.

- | | | | |
|--------------------|------------------|-----------|---------|
| Traffic problems | Safety issues | Noise | Parking |
| Fencing | Pollution | Odors | Design |
| Business operation | Use of structure | Easements | |

I hereby certify that the above information is accurate to the best of my knowledge. I certify that I will comply with all state and local requirements before and after building this structure. I understand that if conditional use does not start within (12) months and also if the conditional use is discontinued for (12) consecutive months, the Conditional Use Permit will expire. If my conditional use changes I will notify Hooper City for a Conditional Use Permit review. I or a representative will be present at the Planning Commission Meeting.

Signature: All Karra Date: 5-4-2024

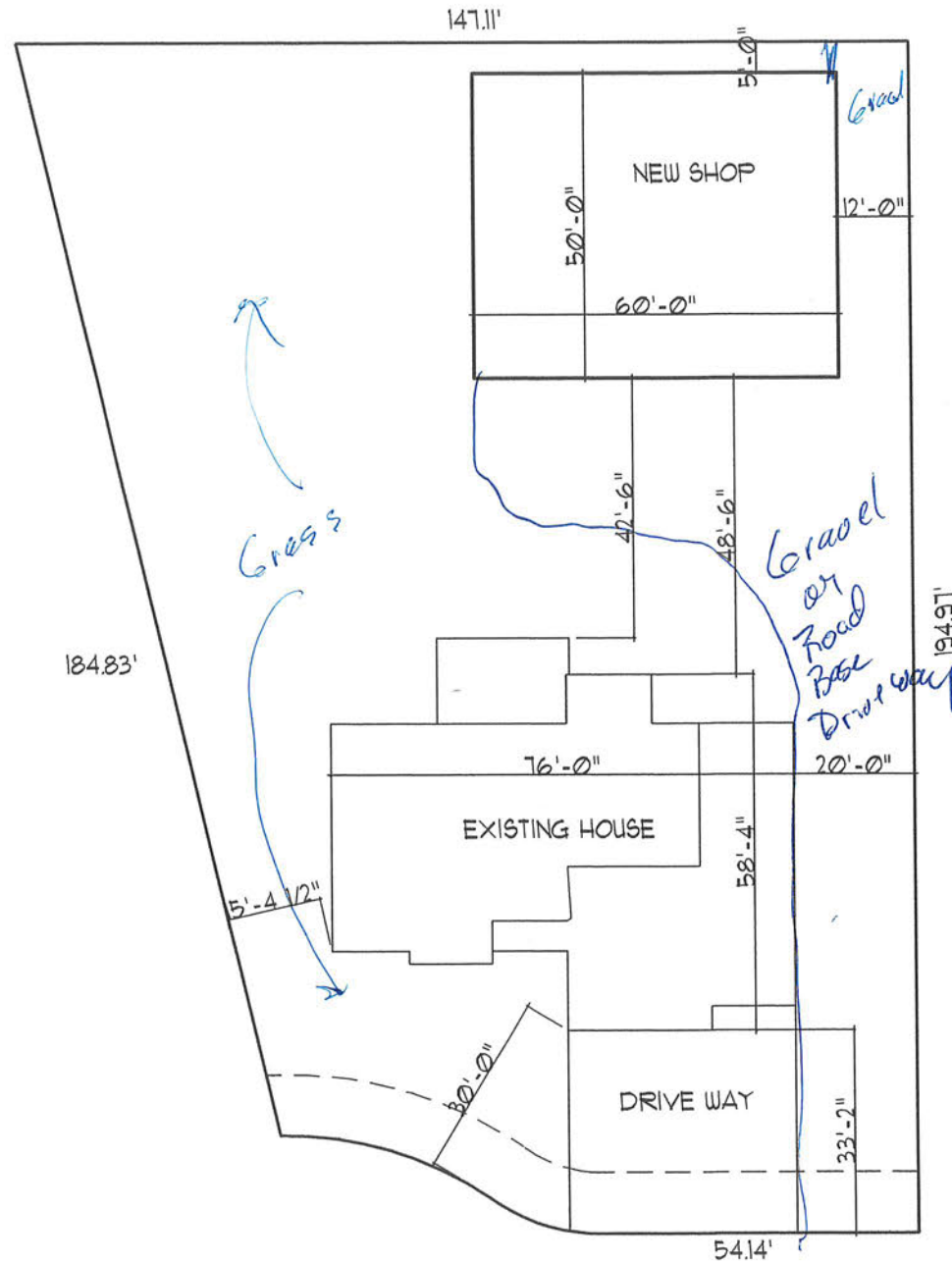
Approval Date: _____ Disapproval Date: _____
Planning Commission Chairman

Comments/Conditions: _____

Completed application, fee and all other documents must be submitted 30 days before a Planning Commission Meeting which is the 2nd Thursday of the month unless otherwise specified.

PLOT PLAN

LOT 8



5950 WEST STREET

LOT 8 WIDDISON SUBDIVISION
SCALE 1" = 30' 4704 SOUTH

SITE PLAN NOTES:

OWNER/CONTRACTOR SHALL FIELD VERIFY THE LOT DIMENSIONS, SETBACKS, AND ALL EASEMENTS.

DIMENSIONS ON ANGLED LOT LINES ARE SHOWN PERPENDICULAR TO THE HOME.

DRAINAGE - OWNER/CONTRACTOR SHALL PROVIDE 5% SLOPE (6" IN 10'-0") AWAY FROM THE BUILDING TO INSURE PROPER DRAINAGE.

BERMS OR SWALES MAY BE REQUIRED ALONG THE PROPERTY LINES TO PREVENT STORM WATER FROM FLOWING TO ADJACENT PROPERTIES AND OR LOTS.

ALL STORM WATER AND DIRT WILL BE KEPT ON SITE DURING CONSTRUCTION UNTIL FINAL LANDSCAPING IS DONE. OWNER/CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING DIRT/MUD ON SITE DURING BAD WEATHER AND FOR CLEANING UP AFTER SUBCONTRACTORS.

STREET, CURB, AND GUTTERS WILL BE INSPECTED AND CLEANED OF MUD AND DIRT EACH DAY PER CITY ORDINANCE.

GRAVEL BAGS TO BE PLACED AND MAINTAINED AROUND ANY STORM DRAIN INLET ADJACENT TO OR IMMEDIATELY DOWNSTREAM FROM SITE DURING CONSTRUCTION.

SURFACE DRAINAGE SHALL BE DIVERTED TO A STORM SEWER CONVEYANCE OR OTHER APPROVED POINT OF COLLECTION SO AS TO NOT CREATE A HAZARD.

LAND DRAIN - IF A LAND DRAIN IS AVAILABLE IN THE SUBDIVISION. THE LAND DRAIN SHALL BE EXTENDED TO AND CONNECTED TO A FOOTING DRAIN SYSTEM.

CURB AND GUTTER ARE NOT SHOWN FOR CLARITY. PROPERTY LINE GENERALLY STARTS 10'-0" FROM BACK OF CURB. FIELD VERIFY.

OWNER/CONTRACTOR TO FIELD LOCATE AND IDENTIFY POWER, SEWER AND WATER CONNECTION LOCATIONS.

ELEVATIONS INDICATED ON PLANS ARE APPROXIMATED. OWNER/CONTRACTOR SHALL BE REQUIRED TO FIELD VERIFY EXACT ELEVATION.

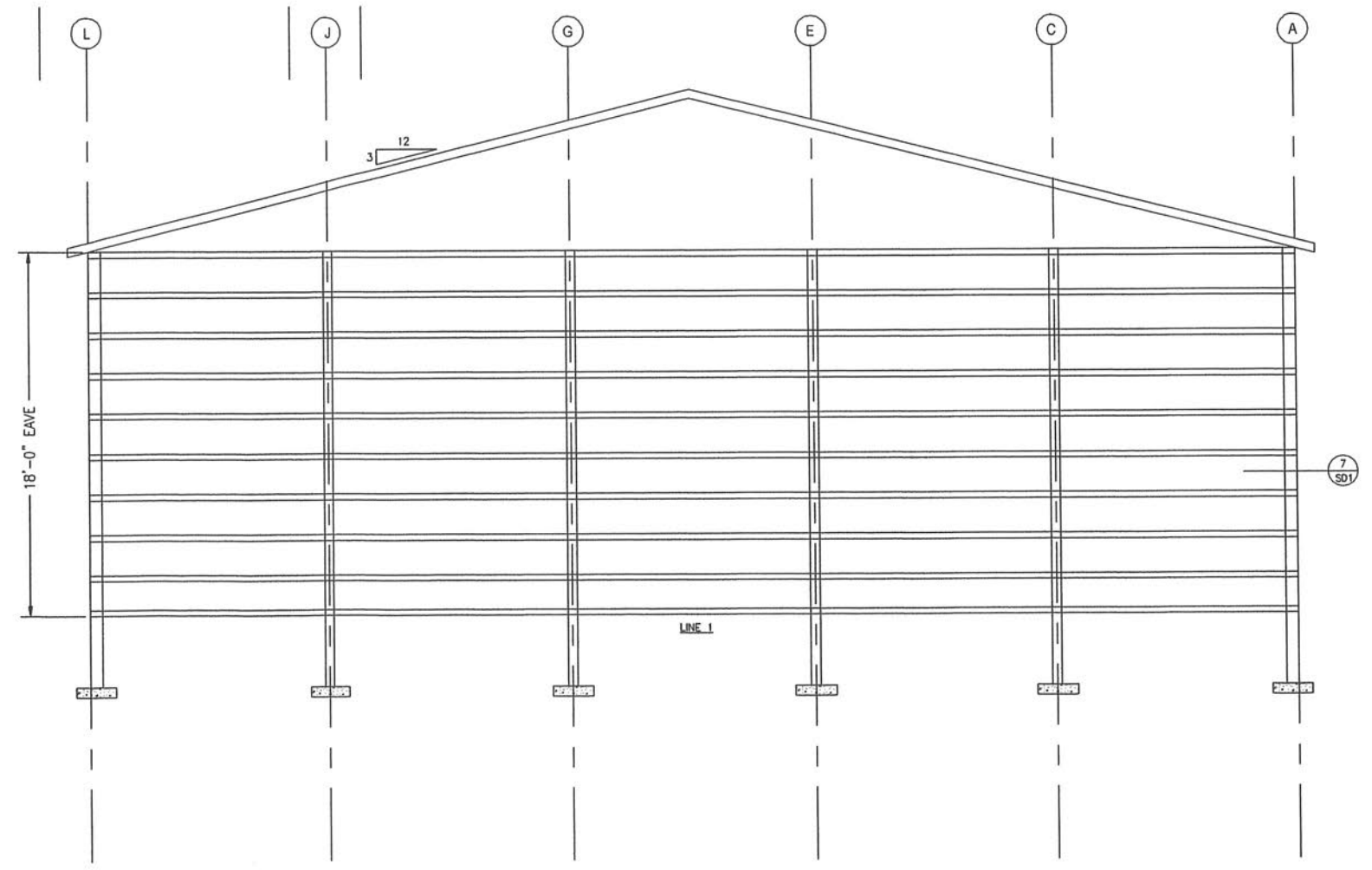
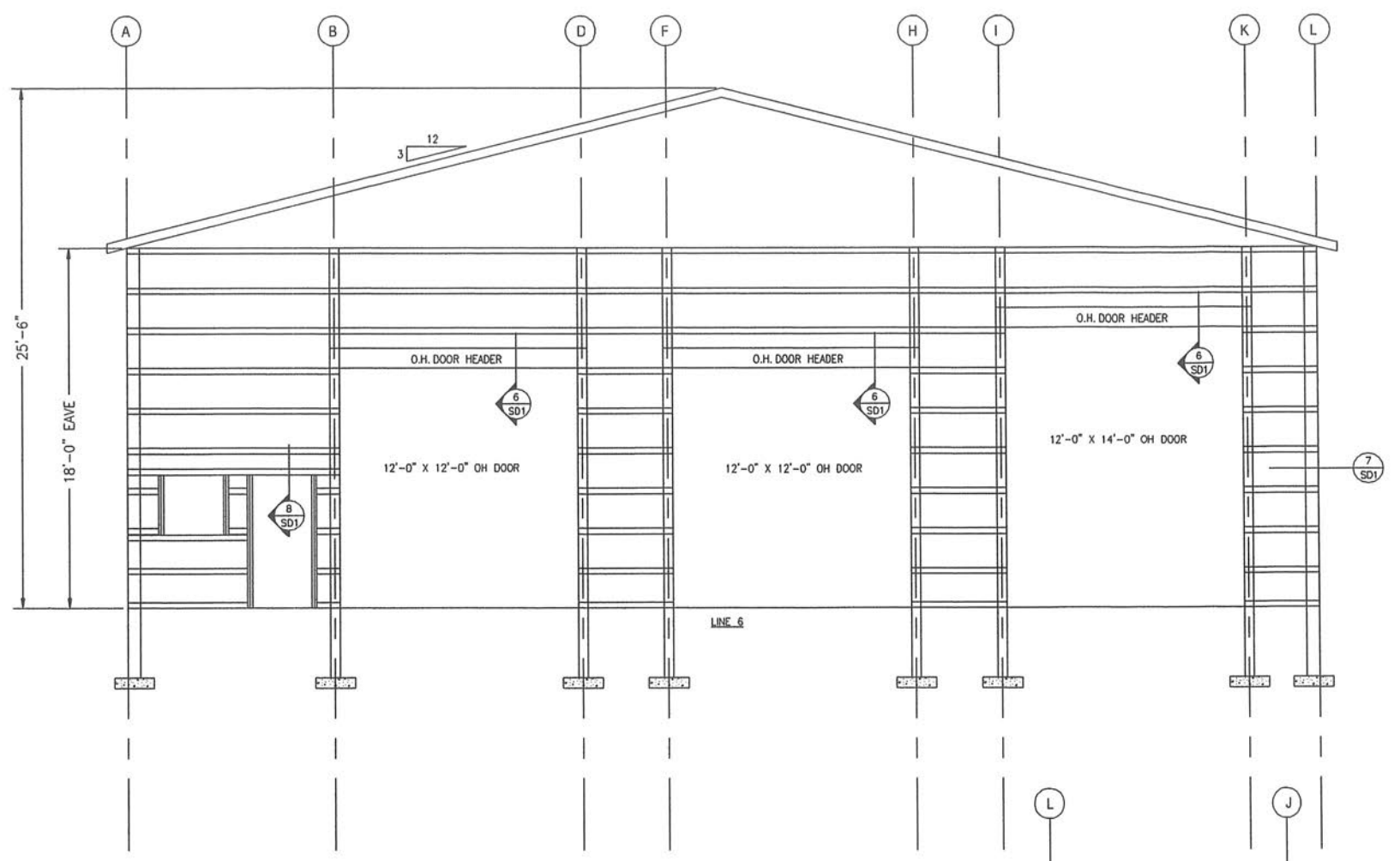
The general contractor is to assume full responsibility for the accuracy of the building dimensions and structural details shown on this plan. This plan is the property of Ironside Engineering and shall not be duplicated in any form or used as the basis for any new work.

787 N 1200 W
 OGDEN, UT 84404
 (801) 923-3780



DUBACH
 JOSH BARNETT POLE BUILDING
 4704 SOUTH 5950 WEST
 HOOPER, UTAH

SHEET
 S3

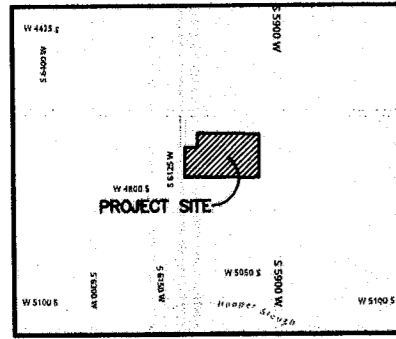


END WALL ELEVATIONS

SCALE - 1/8" = 1'-0"

H&L WIDDISON SUBDIVISION

PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
HOOPER CITY, WEBER COUNTY, UTAH
SEPTEMBER, 2020



VICINITY MAP
SCALE: NONE

NOTES

- MANY AREAS IN HOOPER HAVE GROUND WATER PROBLEMS DUE TO SEASONALLY HIGH (FLUCTUATING) WATER TABLE. THERE ARE ALSO AREAS WHERE SOIL CONDITIONS MAY WARRANT ADDITIONAL CONSTRUCTION MEASURES. APPROVAL OF THIS PLAN DOES NOT CONSTITUTE REPRESENTATION BY HOOPER CITY THAT BUILDINGS AT ANY SPECIFIED ELEVATION WILL SOLVE GROUND WATER PROBLEMS OR THAT SOILS ARE SUITABLE FOR CONSTRUCTION. SOLUTION OF WATER OR SOIL PROBLEMS IS THE SOLE RESPONSIBILITY OF THE PERMIT APPLICANT AND PROPERTY OWNER.
- DUE TO THE EVER CHANGING TOPOGRAPHY OF LOTS WITHIN A SUBDIVISION DURING VARIOUS PHASES OF CONSTRUCTION FOLLOWED BY PRIVATE LOT OWNERSHIP AND LANDSCAPING, PROPER LOT GRADING IS THE RESPONSIBILITY OF THE DEVELOPER AND FUTURE LOT OWNER. LOTS MUST BE GRADED TO MEET THE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE AND IN A WAY THAT WILL NOT RESULT IN DISCHARGE OF STORM RUNOFF ONTO ADJACENT PRIVATE PROPERTY. HOOPER CITY WILL NOT BE RESPONSIBLE FOR OBTAINING LOT DRAINAGE COMPLIANCE ON PRIVATE PROPERTY NOR WILL THE CITY BE LIABLE FOR SURFACE DRAINAGE DISPUTES BETWEEN PRIVATE PROPERTY OWNERS.
- THE LOWEST FINISHED FLOOR ELEVATION OF THE HOUSE WILL BE THE NATURAL GRADE OF EACH LOT.

BOUNDARY DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT, SAID POINT BEING N00°37'09"E 55.98 FEET AND N89°22'51"W 241.13 FEET FROM A FOUND BRASS CAP MONUMENT AT THE WITNESS CORNER TO THE SOUTHWEST CORNER OF SAID SECTION 12 (SAID WITNESS CORNER MONUMENT BEING 500°37'08"W 287.41 FEET FROM A FOUND BRASS CAP MONUMENT AT THE WITNESS CORNER TO THE EAST QUARTER CORNER OF SAID SECTION 12); THENCE N89°25'12"W 1120.24 FEET TO THE EASTERLY LINE OF THOMAS S. LOW SUBDIVISION PHASE 4; THENCE N00°22'30"E ALONG SAID EASTERLY LINE AND THE EASTERLY LINE OF THOMAS S. LOW SUBDIVISION PHASE 3, 450.08 FEET TO THE SOUTHERLY LINE OF WOODSON FARMS PHASE 1; THENCE S89°12'33"E ALONG SAID SOUTHERLY LINE, 188.16 FEET TO THE EASTERLY LINE OF WOODSON FARMS SUBDIVISION PHASE 1; THENCE N00°22'30"E ALONG SAID EASTERLY LINE, 213.40 FEET TO THE SOUTHERLY LINE OF WOODSON FARMS SUBDIVISION; THENCE S89°13'55"E ALONG SAID SOUTHERLY LINE AND OTHER LANDS, 711.81 FEET; THENCE S00°21'59"W 6.77 FEET; THENCE S89°12'41"E 220.43 FEET; THENCE S00°23'08"W 832.86 FEET TO THE POINT OF BEGINNING.
CONTAINING 099511 SQUARE FEET OR 18.056 ACRES MORE OR LESS.

CURVE TABLE

STATION	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	220.00	88.17	88.33	22.26	N81°47'28"E	119.0270
C2	220.00	88.17	88.33	22.26	N81°47'28"E	119.0270
C3	220.00	88.17	88.33	22.26	N81°47'28"E	119.0270
C4	220.00	88.17	88.33	22.26	N81°47'28"E	119.0270
C5	220.00	88.17	88.33	22.26	N81°47'28"E	119.0270
C6	220.00	88.17	88.33	22.26	N81°47'28"E	119.0270
C7	220.00	88.17	88.33	22.26	N81°47'28"E	119.0270
C8	220.00	88.17	88.33	22.26	N81°47'28"E	119.0270
C9	220.00	88.17	88.33	22.26	N81°47'28"E	119.0270
C10	220.00	88.17	88.33	22.26	N81°47'28"E	119.0270
C11	220.00	88.17	88.33	22.26	N81°47'28"E	119.0270
C12	220.00	88.17	88.33	22.26	N81°47'28"E	119.0270
C13	220.00	88.17	88.33	22.26	N81°47'28"E	119.0270
C14	220.00	88.17	88.33	22.26	N81°47'28"E	119.0270
C15	220.00	88.17	88.33	22.26	N81°47'28"E	119.0270
C16	220.00	88.17	88.33	22.26	N81°47'28"E	119.0270
C17	220.00	88.17	88.33	22.26	N81°47'28"E	119.0270
C18	220.00	88.17	88.33	22.26	N81°47'28"E	119.0270
C19	220.00	88.17	88.33	22.26	N81°47'28"E	119.0270
C20	220.00	88.17	88.33	22.26	N81°47'28"E	119.0270

BASIS OF BEARINGS

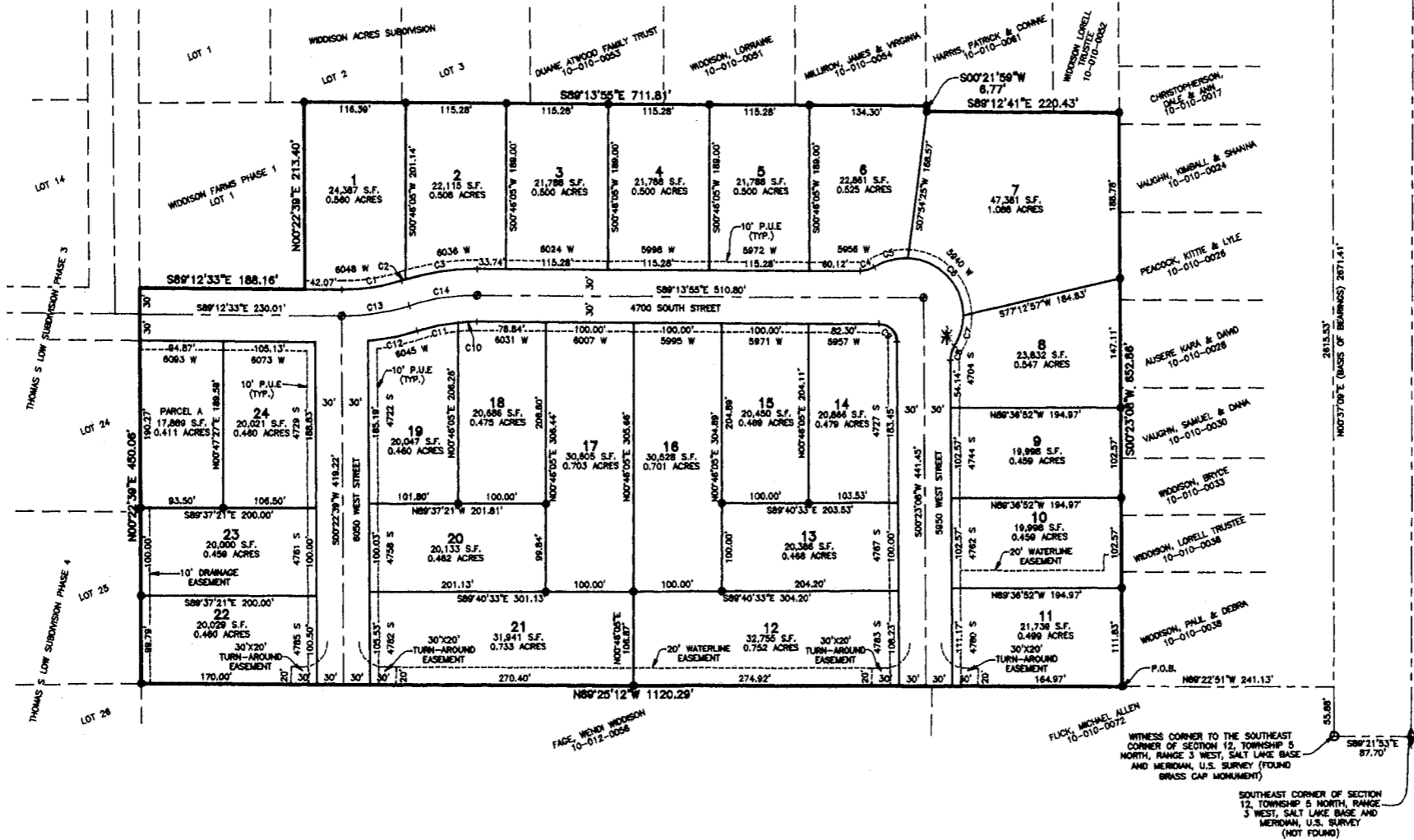
THE BASIS OF BEARING FOR THIS PLAN IS BETWEEN FOUND BRASS CAP WITNESS MONUMENTS TO THE SOUTHWEST CORNER AND EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, SHOWN HEREON AS N00°37'09"E.

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARIES OF THE SUBJECT PARCELS TO FACILITATE DEVELOPMENT. SEVERAL OF THE LOTS IN THE AREA DO NOT MATCH OCCUPATION. THE BOUNDARIES OF ADJACENT SUBDIVISIONS, NAMELY THE THOMAS S. LOW SUBDIVISIONS PHASES 3 AND 4, WOODSON ACRES, AND WOODSON FARMS WERE USED. THE PLAN FOR WOODSON FARMS SUBDIVISION PHASE 1 SHOWS A SURVEYED REMAINDER PARCEL FOR MOST OF THE SUBJECT AREA FOR THIS SURVEY. THIS WAS HONORED ALONG THE NORTH AND EAST LINES OF THIS SURVEY AS IT MATCHES OCCUPATION. THE SOUTH LINE WAS PLACED ALONG THE DEED LINE RECORDED AS ENTRY NO. 2888336 FOR PARCEL 10-012-0004 AS IT MATCHES FENCING AND A FOUND LANDMARK REBAR. BOUNDARY LINE AGREEMENTS MAY BE NEEDED ALONG SEVERAL LINES BEFORE RECORDATION OF THE PLAN.

LEGEND

- SECTION CORNER
 - FOUND WITNESS CORNER
 - SET 5/8" X 24" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
 - SET CENTERLINE MONUMENT
 - BOUNDARY LINE
 - LOT LINE
 - ADJOINING PROPERTY
 - EASEMENTS
 - SECTION TIE LINE
 - ROAD CENTERLINE
 - P.U.E. = PUBLIC UTILITY EASEMENT
- Scale: 1" = 80'



SURVEYOR'S CERTIFICATE

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

SIGNED THIS _____ DAY OF _____, 20____

9031945
UTAH LICENSE NUMBER



OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THE PLAN AND NAME SAID TRACT H&L WIDDISON SUBDIVISION, AND DO HEREBY DEDICATE TO HOOPER CITY ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THROUGHFARES AND ALSO TO GRANT AND DEDICATE PARCEL A TO HOOPER CITY AS A DEDICATION BASIN TO BE OWNED AND MAINTAINED BY THE SAME AND ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICH EVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS AND HEREBY GRANT TEMPORARY TURN AROUND EASEMENTS AS SHOWN HEREON TO BE USED BY THE PUBLIC UNTIL SUCH TIME THAT THE ROAD IS EXTENDED. THE TEMPORARY TURN AROUND EASEMENT SHALL BE REVOKED AND NULLIFIED AT THE EVENT OF THE EXTENSION OF THE ROAD WITHOUT FURTHER WRITTEN DOCUMENT AND THE ENCUMBERED LAND WITHIN THE AFFECTED LOTS SHALL BE RELEASED FOR THE FULL AND EXCLUSIVE USE AND BENEFIT OF THE LOT OWNERS.

SIGNED THIS _____ DAY OF _____, 20____

ACKNOWLEDGMENT

STATE OF UTAH) ss.
COUNTY OF _____)
ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME _____ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES _____ NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH) ss.
COUNTY OF _____)
ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME _____ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES _____ NOTARY PUBLIC

Project Info.

Surveyor: T. HATCH
Designer: N. ANDERSON
Begin Date: 2-25-19
Name: H&L WIDDISON SUBD.
Number: 1714-47
Revision: 1"=80'
Checked: _____



HOOPER WATER IMPROVEMENT DISTRICT

APPROVED THIS _____ DAY OF _____, 20____, BY THE HOOPER WATER IMPROVEMENT DISTRICT.

HOOPER WATER IMPROVEMENT DISTRICT

HOOPER IRRIGATION COMPANY

APPROVED THIS _____ DAY OF _____, 20____, BY THE HOOPER IRRIGATION COMPANY.

HOOPER IRRIGATION COMPANY

HOOPER CITY ENGINEER

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

HOOPER CITY ENGINEER DATE

HOOPER CITY MAYOR

PRESENTED TO THE HOOPER CITY MAYOR THIS DAY OF _____, 20____, AT WHICH THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

BY: _____ MAYOR
CITY RECORDER

HOOPER CITY ATTORNEY

I HAVE EXAMINED THE FINANCIAL GUARANTEE AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBDIVISION PLAN, AND IN MY OPINION THEY CONFORM WITH THE CITY ORDINANCE APPLICABLE THERETO AND NOW IN FORCE AND EFFECT.

HOOPER CITY ATTORNEY

Weber County Recorder

Entry No. _____ Fee Paid
Filed For Record
And Recorded, _____
At _____ In Book
Of The Official Records, Page
Recorded For: _____

Weber County Recorder
Deputy.

DEVELOPER:
HAMBLEN INVESTMENTS
DOUG HAMBLEN
1813 NORTH 2000 WEST
CLAYTON, UT 84015

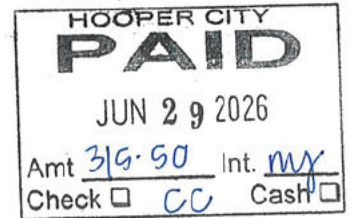
Hooper City
5580 W. 4600 S.
Hooper, UT 84315
Office 801-732-1064

17 mailers
Fee: \$200.00
Date Submitted 4/21/24

Conditional Use Permit: Oversized Structure

Print Applicant Name: Franklin HUFF
Address: 4942 W 4825 S Hooper UT 84315
Phone #: [REDACTED]
Day Time Phone #: [REDACTED] Email: [REDACTED]

- Provide site plan drawings including all of the following: (Site plan must be to scale).
 - Map of property showing adjacent streets
 - Building dimensions and distance from other structure
 - Distance from property lines. (The drip edge must be at least 5 feet from property lines. If you are on a corner lot or have easements attached to your property it may be more than the 5 feet.)
 - List any easements on property
 - Roof pitch, roof height, roofing material and drip line distance to other structure and property lines
 - Concept drawing of what structure will look like
 - Building materials
 - Driveway materials
 - Landscaping design



Total Sq. footage of Structure: ~~1200~~ 1400
Height of Structure: ~~22ft~~ 23ft 23ft

- What will the structure be used for? Pole Barn / Storage
 - Will any plumbing be installed in the structure? Yes No
 - Will any electricity be installed in the structure? Yes No
 - Will structure be used for a business? Yes No
- If yes, have you applied for a business license with Hooper City? Yes No

Explain:
❖ The State requires all property owners within 600 feet from your parent property (front, sides and back) to be notified. There will be an additional fee of \$1.50 for every notice that is sent out.

Please address these issues on the back of this application.

- | | | | |
|--------------------|------------------|-----------|---------|
| Traffic problems | Safety issues | Noise | Parking |
| Fencing | Pollution | Odors | Design |
| Business operation | Use of structure | Easements | |

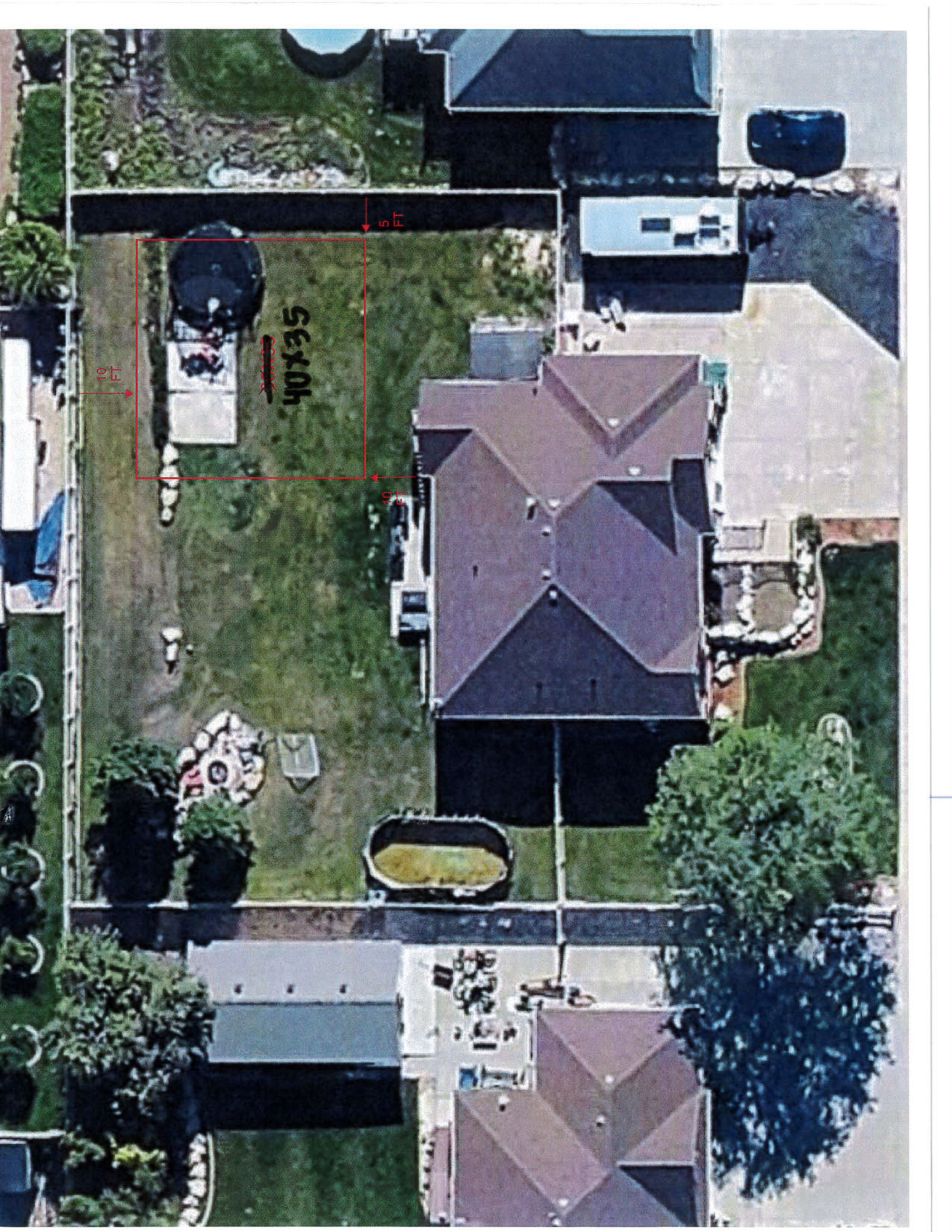
I hereby certify that the above information is accurate to the best of my knowledge. I certify that I will comply with all state and local requirements before and after building this structure. I understand that if conditional use does not start within (12) months and also if the conditional use is discontinued for (12) consecutive months, the Conditional Use Permit will expire. If my conditional use changes I will notify Hooper City for a Conditional Use Permit review. I or a representative will be present at the Planning Commission Meeting.

Signature: [Signature] Date: 4/21/24

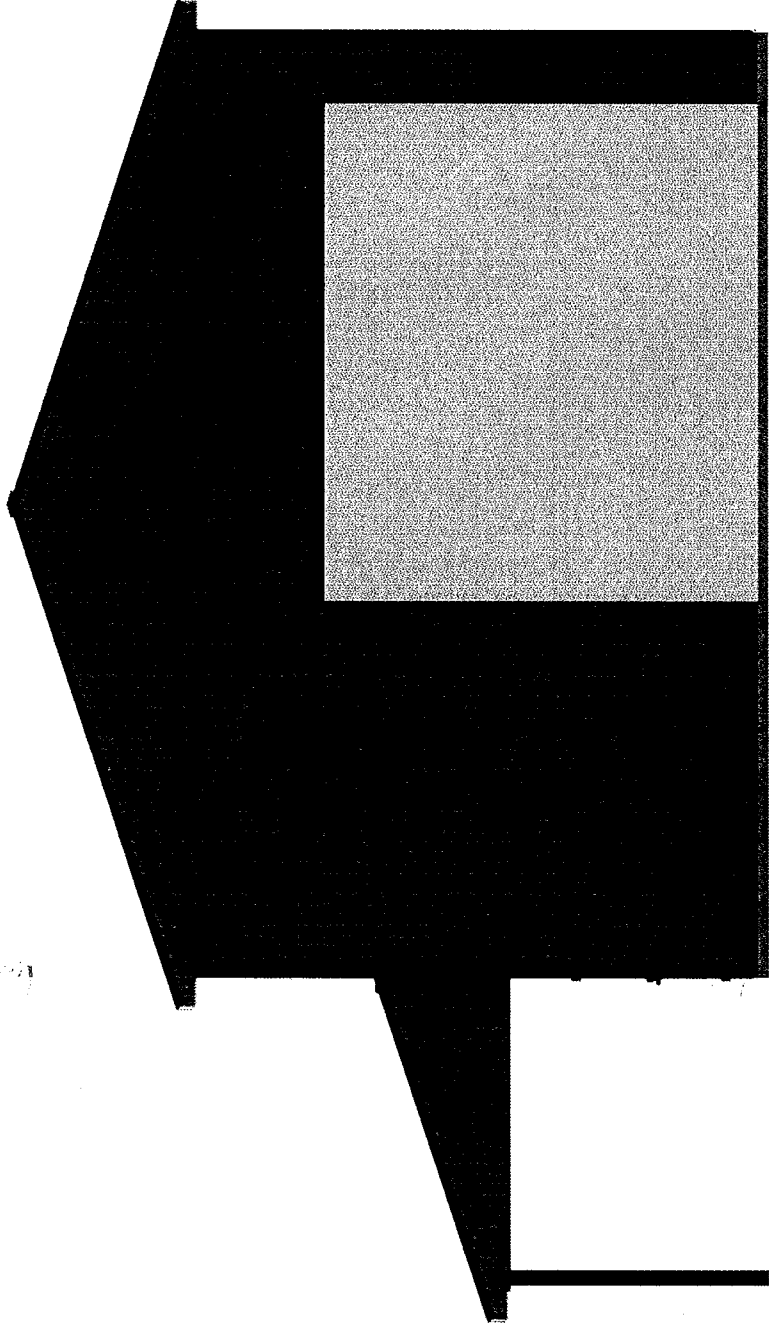
Approval Date: _____ Disapproval Date: _____
Planning Commission Chairman

Comments/Conditions: _____

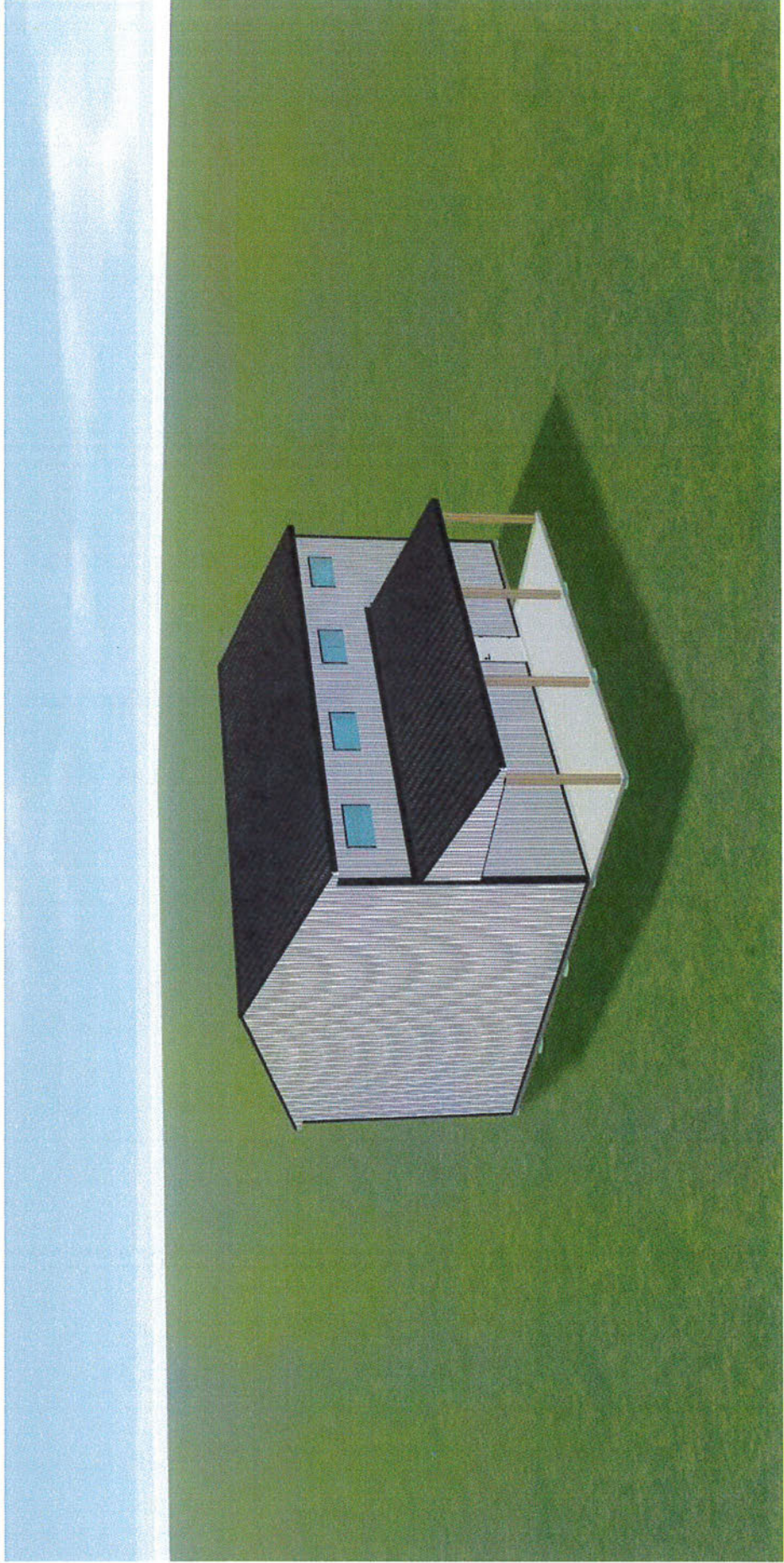
Completed application, fee and all other documents must be submitted 30 days before a Planning Commission Meeting which is the 2nd Thursday of the month unless otherwise specified.



Front Elevation



ISO 2





Hooper City Inc.

5580 West 4600 South

Hooper, UT 84315

Phone: (801) 732-1064

Email: admin@hoopercity.com Website: hoopercity.com

BACKGROUND

Hooper City's current definition of family makes group homes consisting of eight and under residents a permitted use in all residential zones as defined in 10-1A-1, "Family". The proposed amendment permits group homes of no more than four residents in all residential zones as allowed in state law, https://le.utah.gov/xcode/Title10/Chapter20/10-20-S602.html?v=C10-20-S602_2025110620251206. Group homes consisting of more than four but less than eight residents would be come a conditional use.

AMENDMENT 1

Title 10, Chapter 1, Section 10-1A-1 (Definitions)

The definition of "FAMILY" in 10-1A-1 is amended as follows:

FAMILY:

A. The head of household and all persons related to the head of household by blood, marriage, legal guardianship, or adoption as a parent, child, sibling, grandparent or legal guardian, living together as a single housekeeping unit in a dwelling unit. Such spouse, parent, child, sibling, grandparent or guardian must actually reside in the subject dwelling; or

B. Up to four (4) unrelated persons, with or without children, living together as a single housekeeping unit in a dwelling unit.

The following definitions are added alphabetically to Section 10-1A-1:

ELDERLY PERSON:

A person who is sixty (60) years of age or older, who desires or needs to live with other elderly persons in a group setting, but who is capable of living independently.

GROUP HOME FOR PERSONS WITH A DISABILITY:

A dwelling in which eight (8) or fewer unrelated persons, exclusive of staff, having physical or mental disabilities or impairments are cared for or live in a supervised environment.

GROUP HOME FOR THE ELDERLY:

A dwelling in which eight (8) or fewer unrelated elderly persons, exclusive of staff, are cared for or live in a supervised environment. The residents may or may not have a physical or mental impairment because of age. A group home for the elderly shall be owned by one of the residents or by an immediate family member of one of the residents or be a facility for which title has been placed in trust for a resident.



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AMENDMENT 2

10-2B-6: GROUP HOME FACILITIES IN A RESIDENTIAL ZONE

A. Placement Of Specific Persons Restricted: Placement in a group home facility shall be on a strictly voluntary basis and not part of or in lieu of confinement, rehabilitation or treatment in a correctional facility.

B. Approval Process:

1. Group homes that house more than four (4) unrelated persons shall be a Conditional Use in all residential zones where single-family dwellings are allowed (including R1, R.75, R2, R3, R4, ROS, Patio, and PUD).
2. Group homes housing four (4) or fewer unrelated persons shall be a Permitted Use in zones where single-family dwellings are allowed.
3. Site plan review and approval shall be required in accordance with this Title.

C. Development Standards: Each group home facility shall comply with all of the following requirements:

1. The facility shall conform to all applicable health, safety, and building codes applicable to similar single-family dwellings.
2. The facility shall be capable of use as a group home without structural or landscaping alterations that would change the structure's residential character.
3. Adequate off-street parking shall be provided for staff, residents, and visitors as determined by the Planning Commission.
4. The facility shall be consistent with the existing underlying zoning standards of the location.

D. Supervision Assurances: The operator of a Group Home for Persons with a Disability shall provide written assurances to the City that the residents of the facility will be properly supervised on a twenty-four (24) hour basis. This supervision requirement does not apply to group homes for the elderly.

E. Nontransferability and Termination: A permit granted for a group home facility under this section is nontransferable to another operator or location, and automatically terminates if the structure is devoted to a use other than as a approved group home facility. A permit also terminates if the group home facility fails to comply with any of the provisions or conditions outlined in this section.

F. Fair Housing Provisions: In accordance with the Fair Housing Amendments Act of 1988 (42 USC section 3601 et seq.) and Utah Code § 10-9a-516, none of the foregoing conditions shall be interpreted to limit, deny, or block any reasonable accommodation necessary to allow occupancy of a residential facility for persons with a disability.

G. State Licensure: Group homes for persons with a disability shall follow all applicable standards and requirements of the Utah Department of Health and Human Services under Utah Code Title 26B (or Title 62A as historically applicable) regarding the licensure of programs and facilities.



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H. Business Restrictions for Elderly Care: A group home for the elderly shall not be operated as a commercial business. A group home for the elderly may not be considered a business solely because a fee is charged for food or for actual and necessary costs of operation and maintenance of the physical facility.

AMENDMENT 3

Amendment to zoning matrix

Update the Zoning Matrix

Hooper City uses a land-use table across Chapter 10-2B to show what is allowed in Residential (R1, R2, etc.) zones.

- What to change: Locate "Group Home" on the matrix.
- The New Markings: Update the row to show "C" (Conditional) in all residential zones (R1, R2, etc.)



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RELATED DISCUSSION

Below are listed similarly defined uses as “Group Homes” in our code. Discussion on these definitions and the allowed use of them in different zones could be necessary to fully understand the implications of the proposed ordinance above and to accomplish the goals of the City Council and Planning Commission. Please discuss these uses and any modifications necessary to help facilitate the modification and adoption of the code for “Group Homes”. For example, a group of more than eight elderly or disabled individuals living in a dwelling would not qualify as a group home and would need to meet a definition below.

BOARDING HOUSE: An establishment with individual rooms where meals and lodging are provided for, with or without compensation, to more than 2 but not more than 10 persons. A boarding house shall include, but not be limited to, a rooming house, shelter, convent, monastery, dormitory, fraternity house, sorority house, or any group of individuals whose association is temporary or seasonal in nature. Hotels, motels, multi-family developments, and bed and breakfast establishments, as herein defined, shall not be considered boarding houses. (Conditional in C1 and C2)

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

A. provides permanent provisions for living, sleeping, eating, cooking, and sanitation for more than 8 juveniles under 18 years old, and

B. provides treatment for substance abuse, mental illness, emotional disturbance, developmental disability, mental retardation, or juveniles who have been identified by the judicial system as requiring treatment, therapy, rehabilitation, or supervision. For purposes of this Title, this definition shall include group foster homes with more than 13 juveniles. (Conditional in Residential Zones)

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

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

Commented [M1]: Why 6?

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

- provides permanent provisions for living, sleeping, eating, cooking, and sanitation and
- provides a treatment program for adult patients (18 years and older) with a drug and/or alcohol use problem. This definition shall include a detoxification facility, inpatient facility, residential facility, clinic, and outpatient facility as they relate to drug and alcohol treatment. (Conditional in Office and Residential)

Commented [M2]: Can we prohibit these in residential?



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FAMILY:

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

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

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

Commented [M3]: Should this be 8?

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

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

- A. inpatient care and services for 24 or more consecutive hours for unstable chronic health problems,
- B. daily professional nursing supervision and licensed nursing care on a 24-hour basis, and
- C. restorative, rehabilitative care and assistance in meeting daily living needs. Medical supervision may be necessary on a regular, but not daily, basis. A skilled nursing facility shall include, but not be limited to: nursing home, nursing facility, convalescent home, intermediate care, and sub-acute care. (Conditional in Residential)