

HOOPER CITY
CITY COUNCIL AGENDA
MARCH 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, March 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

Regular Meeting – 7:00pm

1. Meeting Called to Order
2. Opening Ceremony
 - a. Pledge of Allegiance – Mayor Bingham
 - b. Reverence – Council member Wilcox
3. Upcoming events
4. Consent Items
 - a. Approval of minutes dated February 20, 2025
5. Discussion Items, Reports, and/or Presentations
6. Public Hearings
 - a. Request to open the General Plan from Lowe Company
7. Action Items
 - a. Motion: Request to open the General Plan from Lowe Company
 - b. Discussion/Motion: Legal Interim Services
 - c. Discussion/Motion: RFP for Legal Services
 - d. Discussion/Motion: To amend HCC 1-1-4(g) Meeting Agenda; public comment
8. Citizen Comment (*Resident(s) attending this meeting will be allotted 3 minutes to express a concern about any issue that IS NOT ON THE AGENDA. No action can or will be taken on any issue presented.*)
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

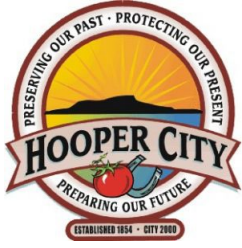
The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Hooper City limits on this 6th day of March, 2025 at Hooper City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website, and at <https://www.hoopercity.com/meetings>.

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

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

****CONFLICT OF INTEREST***

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



**HOOPER CITY
CITY COUNCIL MEETING MINUTES
THURSDAY, FEBRUARY 20, 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 February 20, 2025, at the Hooper City Civic Center located at 5580 W. 4600 S, Hooper, UT 84315.

COUNCIL MEMBERS PRESENT:

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

COUNCIL MEMBERS EXCUSED:

CITY STAFF & PLANNING COMMISSION PRESENT:

Reed Richards – City Attorney
Jamee Johnston – Deputy City Recorder
Malcolm Jenkins- City Planner
Lieutenant Slater – Weber County Sheriff

6:00PM WORK MEETING

1. Discussion on Agenda Items

At 6:00pm the City Council held a work meeting where agenda items January financial reports, LRB Fiscal Analysis Impact Study, and Roy City; Park 43 housing plan were discussed. The City Council, Mayor and the City Attorney also discussed a letter that City Council member Wilcox brought in and read aloud regarding Planning Commissioner Prince and agenda items requested not being put on the agenda.

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 Wilcox led in the Pledge of Allegiance.

- b. Reverence
Council Member Fowers offered reverence.

3. Upcoming Events

- a) Mayor Bingham announced that on the second Wednesday of every month there is an Emergency Preparedness meeting held at the Hooper City Civic Center.
- b) Mayor Bingham also announced that committee volunteers are wanted in Hooper Cities various committees and also that there will be a Budget work meeting on February 27th, 2025 at 6pm.

4. Consent Items

- a) Motion- Approval of Minutes dated February 6, 2025
Changes were made.

COUNCIL MEMBER NORTHRUP MOTIONED TO APPROVE THE MINUTES DATED FEBRUARY 6, 2025 WITH A SPELLING OF A LAST NAME CORRECTION. COUNCIL MEMBER WILCOX SECONDED THE MOTION. VOTING AS FOLLOWS:

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

MOTION PASSED.

5. Discussion Items, Reports, and/or Presentations

- a. Discussion: January Financial Reports for FY 2025
Mayor Bingham and City Council members discussed the January Financial Report for FY 2025.
- b. Presentation: LRB Fiscal Analysis Impact Study
Jason from LRB presented the Smith’s Marketplace Fiscal Analysis Impact Study.
The City Council, Mayor and Jason from LRB had discussion on the Fiscal Analysis Impact Study conducted by LRB to clarify any questions they had.

6. Public Hearings:

None

7. Action Items.

a. Discussion: Roy City; Park 43 Housing Plan

Pete Smith presented his request with a slideshow/display with the City Council. Pete Smith shows what they are wanting to build in Roy. Pete Smith stated that he is not the original developer that he came in after development. The City Council, Mayor, City Attorney, and Pete had discussion on the development and their intent. The City Council express that it would be in their best interest to annex the property into Hooper to utilize the sewer connections.

8. Citizen Comment

Jake Kelso -Hooper Resident

Jake Kelso expressed that he wants citizen comments put back on the agenda that was taken off by the mayor.

Jake Kelso also expressed that he would like an ordinance placed to keep from the Mayor taking off or blocking agenda items put on by the council.

Debra Marigoni – Hooper Resident – Council Member

Debra would like to know what they can do to help the citizens have comment on agenda items so they feel like they have a say.

Amber Kelso - Hooper Resident

Amber Kelso expressed that it breaks her heart on what is happening in Hooper city. Amber expressed her thoughts on what is happening to Planning Commissioner Amanda Prince and feels like it is very concerning and that it is a conflict of interest for Mayor Bingham. Amber also expresses her opinion on Mayor Bingham and what she had been doing in office.

Chantel Murrah -

Chantel expressed that she does not feel safe in the community. Chantel also expressed her opinion on a physical assault investigation.

Reed Richards the city attorney announced that he got word during the meeting that there will be no charges pressed on the physical assault charges investigation.

Blake Cevering- Hooper Resident

Blake Cevering expressed that with the winter storms driving around the city that we have a lot of vehicles and trailers parked on the side of the road. Blake Cevering also expressed that he didn't know Hooper city had a trailer lot and asked if anyone could park their trailers by the pickleball court where there are a lot of trailers and thing parked over there.

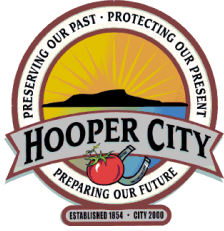
9. Adjournment

**AT APPROXIMATELY 8:27 PM COUNCIL MEMBER HILL
MOVED TO ADJOURN THE MEETING. COUNCIL MEMBER
FOWERS SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

Date Approved: _____

Jamee Johnston, Deputy City Recorder



Request to Open the General Plan

Date 12/4/2024

\$500 Fee. The fee is non-refundable

Property Owner Torghelle Hooper LLC Email Address Matt@lowecompanies.com

Representative: Village Development

Property Address See parcel Fax # _____

Phone # 801-648-8229 Cell # _____

Parcel # 08712003,087120002,087120004 Zoning of Parcel R-1 Sq. Ft. of Parcel _____

Describe in detail the request for opening the General Plan We believe that opening the general plan for consideration in relation to our residential development is an important step in ensuring that our community continues to evolve in a way that meets the needs of its residents. By revisiting the general plan, we can better understand the aspirations of the community, align our development goals with these visions, and create a more harmonious living environment. This process also allows us to incorporate sustainable practices and innovative design elements that can enhance the quality of life for all residents. We are committed to engaging with stakeholders and fostering a collaborative approach to ensure that our development positively contributes to the community's future.

The following items need to accompany this request:

1. Official Weber County map of property.
2. Land description of property.
3. If on a State road a letter from UDOT saying they are aware of the request.
4. If the requester is not the property owner, a letter from the property owner giving authority for the requester to act in his behalf. All information for the requester must be on the letter for address, phone #, Fax #, and email.

I, Matt Lowe am requesting that the Hooper City General Plan be opened for the above reasons. I understand this does not guaranty that my request will be heard or approved. I also understand the \$500 fee is non-refundable because of the cost of the reviews and noticing that is done at the time of the request.

Owner _____

Robert Torghelle
dotloop verified
12/04/24 3:40 PM MST
FAIC-KRFN-VAET-OWNS

Requester _____

Matthew Lowe
dotloop verified
12/04/24 9:44 AM MST
SUMO-CKEK-HGDW-XE0F



Torghele Hooper, LLC

3502 S. 5500 W.
Hooper, UT 84315

December 4, 2024

Hooper City, Utah
5580 W. 4600 S.
Hooper, UT 84315

RE: Request to open the General Plan

To Whom It May Concern,

Matt Lowe Companies currently has a purchase contract on the properties owned by Torghele Hooper, LLC with the expectation of constructing a residential development. The parcel numbers for reference are 08712003, 087120002, & 087120004.

Matt Lowe Companies is working with us and has permission to submit this application and other necessary reports, plans, and correspondence necessary in regards to this development.

Thank you for your cooperation. If you have any questions, please contact Sheri Spencer with Equity Real Estate, 801-369-2349.

Respectfully submitted,

Robert Torghele
dotloop verified
12/04/24 3:40 PM MST
W4YB-5VLX-UAN9-CWCX

Robert Torghele

Torghele@comcast.net
801-668-2702

Site Data

PROPERTY SIZE: 4,071,166 SF / 93.46 AC
RIGHT-OF-WAY SIZE: 761,425 SF / 17.48 AC
OPEN SPACE: 864,949 SF / 19.86 AC
LOT AREA (TOTAL AREA - OPEN SPACE): 2,444,792 SF / 56.12 AC
- ROW AREA): 153 LOTS
TOTAL LOTS: 15,979 SF / 0.37 AC
AVERAGE LOT SIZE (LOT AREA / TOTAL LOTS): R3, HIGH DENSITY RESIDENTIAL
CURRENT ZONING:

3300 SOUTH

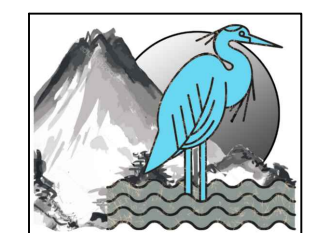
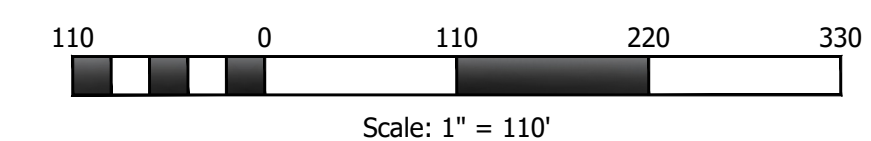
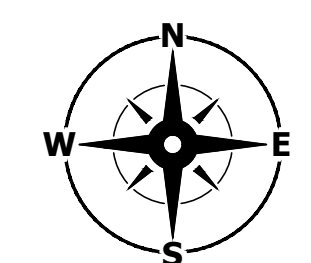
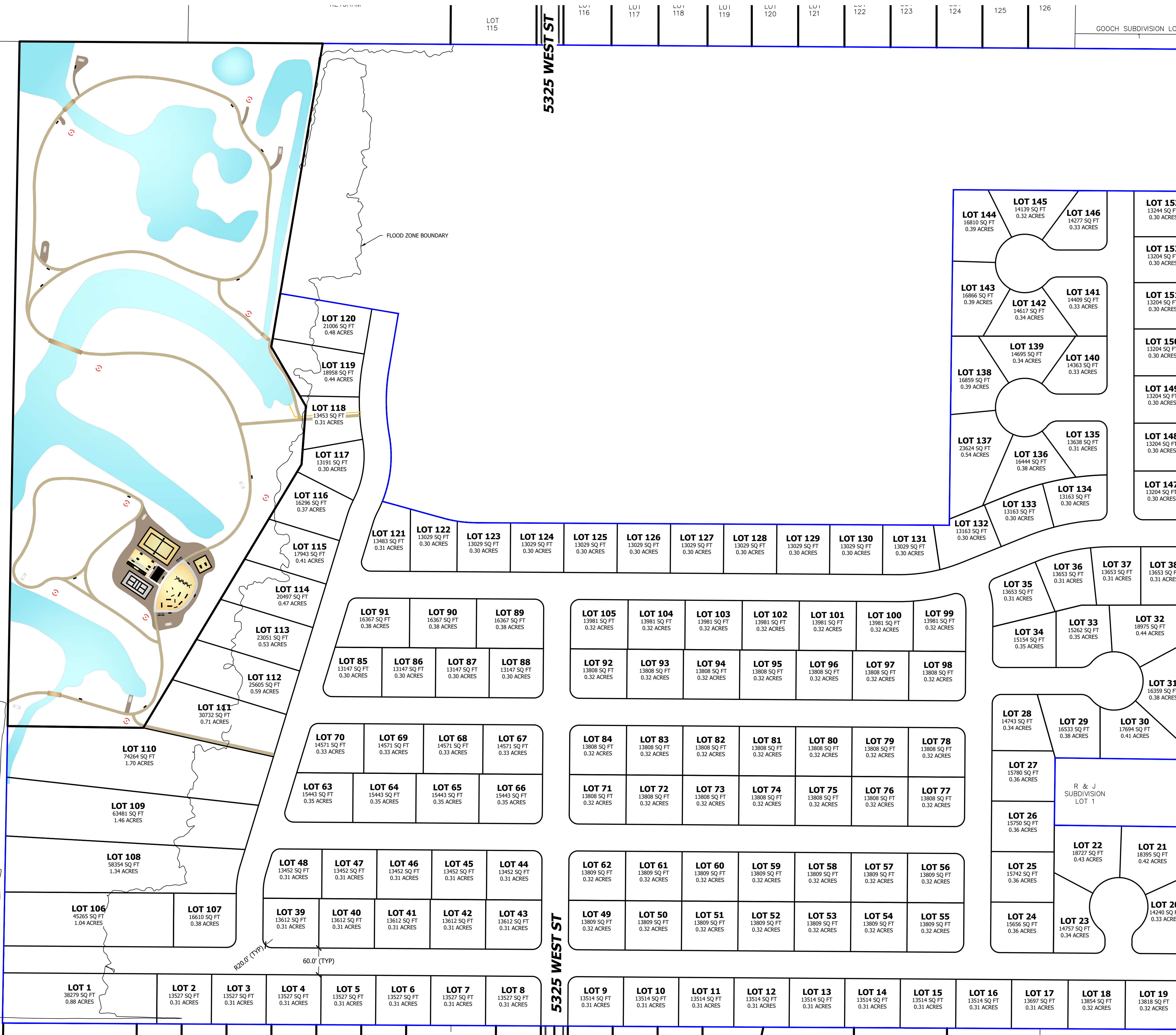
3450 SOUTH

5100 WEST ST

5500 WEST ST

5325 WEST ST

5325 WEST ST



Heron Springs Subdivision

OVERALL SITE MAP
CITY OF HOOPER, WEBER COUNTY

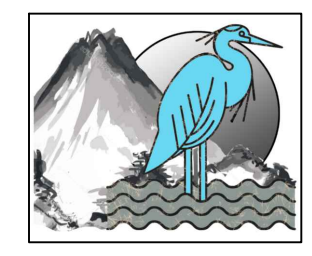
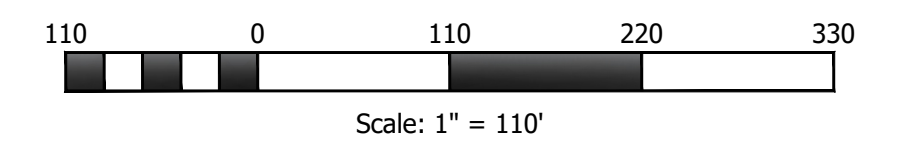
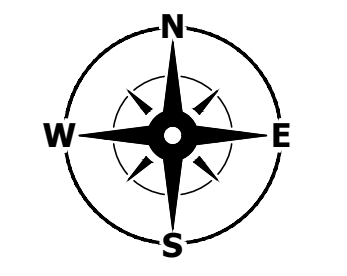
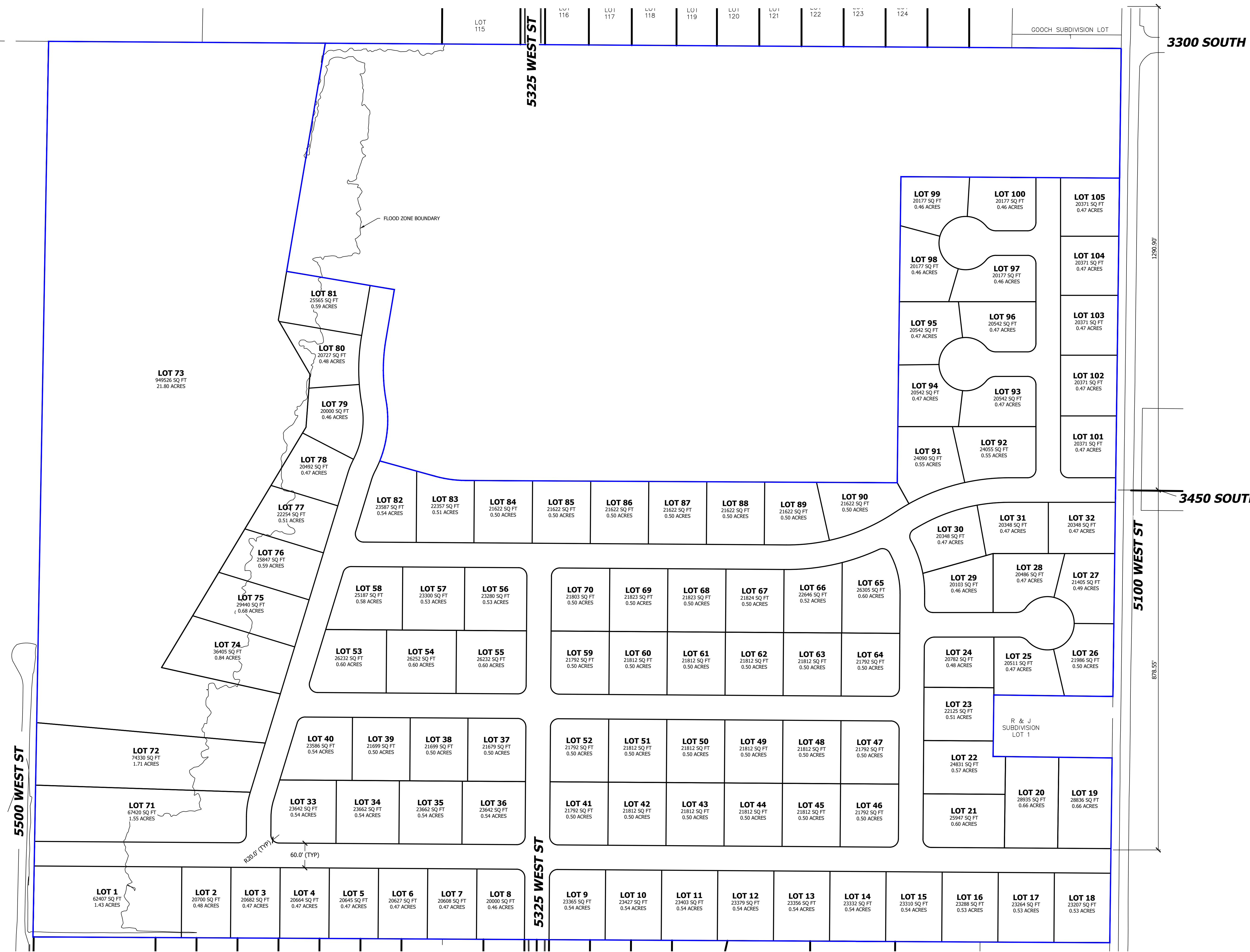


HUNT · DAY

3445 Antelope Drive, St 200
Syracuse, UT 84075
PH: 801.664.4724

Site Data

PROPERTY SIZE: 4,071,166 SF / 93.46 AC
 RIGHT-OF-WAY SIZE: 649,751 SF / 14.92 AC
 LOT AREA (TOTAL AREA - ROW AREA): 3,421,415 SF / 78.54 AC
 TOTAL LOTS: 105 LOTS
 AVERAGE LOT SIZE (LOT AREA / TOTAL LOTS): 32,585 SF / 0.75 AC
 ZONING: R2, MEDIUM DENSITY RESIDENTIAL



Heron Springs Subdivision
 OVERALL SITE MAP
 CITY OF HOOPER, WEBER COUNTY

HUNT · DAY
 3445 Antelope Drive, St 200
 Syracuse, UT 84075
 PH: 801.664.4724

HOOPER CITY, UTAH RESOLUTION
NO. 25-

A RESOLUTION APPROVING THE EMERGENCY PROFESSIONAL SERVICES AGREEMENT FOR LEGAL SERVICES BETWEEN HOOPER AND _____

WHEREAS, the Hooper Council (“Council”) has determined that in order to avoid a lapse in critical government services and to protect the legal interests of the City of Hooper; and

WHEREAS, the Council has determined that it is in the best interest of the City to enter into a legal services agreement between Hooper and _____; and

WHEREAS, a copy of the renewal contract/agreement (“Agreement”) is attached hereto; and

WHEREAS, after careful consideration the Council has determined that it is in the best interest of health, safety, and welfare of the citizens of the City to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council that the Agreement is approved and the Mayor and Recorder are hereby authorized to execute and deliver the Agreement.

PASSED AND APPROVED by the Council this ___ day of February 2025.

HOOPER COUNCIL

Sheri Bingham, Mayor

ATTEST:

Morghan Yeoman, City Recorder

LEGAL SERVICES AGREEMENT

THIS AGREEMENT (this “Agreement”) is entered into effective _____, 2025, by and between **HOOPER** a Utah municipality (“Hooper”), and _____, an attorney licensed to practice law in the state of Utah (the “Attorney”).

RECITALS:

- A. Attorney is in the business of providing legal services.
- B. Hooper is in need of such legal services.
- C. Hooper desires to enter into an emergency service contract with the Attorney for legal services and to appoint the Attorney as the “City Attorney.”

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the parties hereby agree as follows:

1. **Scope of Services to Be Provided.** Attorney agrees to furnish civil legal services requested by Hooper (“Legal Services”) during the term of this Agreement. Legal Services shall include, but not be limited to, identifying potential legal issues; proposing resolution thereof; protecting and maintaining the integrity of the Hooper incorporation; and resolving such other legal issues as the Attorney and Hooper deem reasonably necessary for the proper functioning of Hooper. Provision of Legal Services by the Attorney shall at all times be subject to applicable laws, rules, and regulations, including without limitation, the Rules of Professional Conduct adopted by the Utah Supreme Court (“Rules”).

2. **Fees for Legal Services.** Hooper shall pay the Attorney \$ 125.00 per hour for Legal Services. Each month the Attorney shall provide Hooper with an invoice. Provided the Legal Services have been performed to the satisfaction of Hooper then Hooper shall pay such amount within ten days of receipt of the invoice.

3. **Term.**

(i) This Agreement shall be effective as of the date hereof and shall terminate on _____.

(ii) Hooper and the Attorney acknowledge that funds are not presently available for the performance of this Agreement beyond the end of Hooper’s current fiscal year, which is June 30, 2025. Hooper’s obligation for performance of this Agreement beyond that

date is contingent upon funds being appropriated for payment due and providing Legal Services. If no funds or insufficient funds are appropriated and budgeted, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation on Hooper as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds were not budgeted and appropriated or in the event of reduction in appropriation, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). If Hooper does not appropriate funds for the same or similar type of services, then said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other changes of any kind whatsoever to the parties, and no right or action or damages or other relief shall accrue to the benefit of the other party as to this Agreement, or any portion thereof, which may so terminate and become null and void. If Hooper does appropriate funds for the same or similar-type of services, then said termination shall be construed as a breach of or default under this Agreement and be subject to any and all remedies.

4. **Termination.** Hooper may also terminate this Agreement at any time, without cause.

5. **Assignment and Delegation.** The Attorney will not assign or delegate the performance of his duties under this Agreement without the prior written approval of Hooper.

6. **Malpractice Insurance.** The Attorney shall at his own cost maintain professional liability insurance covering the acts and omissions of the Attorney in the performance of the Attorney's professional duties.

7. **Professional Associations.** The Attorney shall at his own cost pay the Attorney's dues for membership in the Utah Bar and the Utah Municipal Attorneys Association and participate in the same.

8. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

Hooper: Mayor Sheri Bingham
5580 West 4600 South
Hooper, UT 84315

Attorney:

9. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the state of Utah.

10. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

11. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

12. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

13. **Conflicts of Interest.** The Attorney agrees that it shall attempt to avoid all conflicts of interest with other clients he may have and shall comply with the Rules of Professional Conduct of the Utah State Bar in this respect. Because the Attorney will be acting as the official City Attorney for Hooper he/she shall also comply in all respects with the Utah Municipal Officers and Employees Act. The Attorney represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of Hooper to secure favorable treatment with respect to being awarded this Agreement.

14. **Conflict Disclosure.** In connection with preparing this Agreement, Hooper hereby acknowledges and agrees that Attorney's and Hooper's interests are opposite to each other and may not be in Hooper's best interest and that Attorney has advised Hooper to retain separate counsel. Notwithstanding the foregoing, by signing below, Hooper desires Attorney to be Hooper Attorney and provide Legal Services, acknowledges that Hooper has been advised to retain separate counsel and has done so, or has waived its right to do so, and forever waives any claim that entering into this Agreement constitutes a conflict of interest.

IN WITNESS WHEREOF, Hooper caused this Agreement to be signed by its mayor elect and attested by its acting recorder and delivered, and the Attorney has caused the same to be signed and delivered.

OOPER CITY

By: _____
Sheri Bingham, Mayor

ATTEST:

Morghan Yeoman, City Recorder

ATTORNEY:



REQUEST FOR PROPOSALS (RFP) FOR LEGAL SERVICES

The City of Hooper invites competitive proposals that meet the City's needs of contracting with a Utah licensed attorney or law firm to serve as General Counsel for the City on an independent contractor basis. If a law firm is retained, one specific attorney within the firm will be designated and appointed as the Hooper City Attorney. The individual or firm ultimately selected by the City will be required to be appointed by the Mayor with consent of the City Council.

Responsive proposals should be prepared and submitted to the City as described in this Request for Qualifications. Written proposals must be submitted by 4:00 p.m. on March 5, 2025. to Morghan Yeoman, admin@hoopercity.com or delivered to:

Hooper City
ATTN: Morghan Yeoman
5580 W 4600 S
Hooper, UT 84315

The City shall not be responsible for any expenses incurred in any form for preparation, submittal, or presentation of any proposal specific to this RFQ. The City reserves the right to reject any and all proposals and to select the law firm or individual attorney deemed, to be appointed by the Mayor with consent of the City Council, to have submitted the proposal that serves the best interests of Hooper City. The Mayor may request that respondents present their proposals and answer questions in an executive session scheduled by the Mayor after reviewing the written responses. Selection of the firm or individual attorney shall be at the sole discretion of the Mayor with consent of the City Council. Attorneys or law firms whose proposals are not accepted will be notified in writing.

Background

Hooper City (“the City”) is a growing city of the fifth class located in Weber County, Utah. The Hooper City Council is a six-member Mayor and City Council form of government, acting as the legislative body. The City Attorney is appointed by the Mayor with the consent of the City Council and serves at the will of the Mayor.

Scope of Work

The law firm and/or individual attorney selected as City Attorney providing civil legal services shall perform the following, but not limited to:

1. Advise the Mayor regarding City Council, Planning Commission, Appeal Authority, City Staff on legal issues confronting the City.
2. Draft, review, edit, and provide advice on proposed ordinances and resolutions when requested and/or approved by the City Council.
3. Draft, review, edit and provide interpretation/advice on all contracts that the City is a party to as authorized and/or approved by the City Council.
4. Maintain complete records of all activities and written opinions provided to the City. Such information shall include and be catalogued by subject matter.
5. Represent and defend the City in legal proceedings, arbitrations, meditations and other structured negotiations of which the City is a party or has an interest in the outcome thereof.
6. Maintain a complete record of all claims and suits in which the City is a party to or has any interest in. Such records shall include and be catalogued by names of parties, court where filed, nature and subject of action, disposition of the case, and if pending the brief(s) of counsel.
7. Provide monthly status reports, if requested, along with detailed monthly billings for services rendered.
8. Provide training to City officials and employees on legal topics at the request of the Mayor.
9. Attend meetings for the City Council (including work sessions), the Planning Commission, and Appeal Authority as authorized and requested by the Mayor.
10. Provide prompt, timely and competent legal service based on significant municipal legal knowledge and/or experience including, but not limited to:
 - a. Powers and duties of public officials;
 - b. Compliance with the constitutions, laws, rules, regulations and policies governing the operation of the municipality;
 - c. Land use and development, including community development, redevelopment and economic development;
 - d. Construction of public works and buildings;
 - e. Contract law;
 - f. Employment law;
 - g. Police liability, general municipal liability and governmental immunity;

- h. Eminent domain;
- i. Water law;
- j. Municipal finance;
- k. Collections and bankruptcy;
- l. Real estate law;
- m. Franchises and public utilities;
- n. Interlocal agreements;
- o. Procurement of goods and services, including competitive bidding;
- p. Public utilities;
- q. Annexation;
- r. First Amendment issues, including signs, public gatherings, public forums, etc.

It is further understood that in addition to the activities listed above, ad hoc duties will include verbal communications with the Mayor. The City Council, Planning Commission, Appeal Authority, and appointed officials of the City, City Boards and Committees and non-appointed City Employees (other than authorized by the Mayor) have no authority to incur legal expenses with the City Attorney on behalf of the City, therefore the City Attorney is not authorized to provide legal services to said persons or boards without prior approval. Due to the sensitive nature of legal matters, the selected individual and/or firm must also comply with all relevant confidentiality laws and regulations.

Compensation

The City Attorney is an independent contractor who receives no employee benefits, no workers compensation coverage from the City, and no Internal Revenue Service withholdings from pay. The City anticipates paying for legal services on an hourly basis. However, alternative proposals including a lump sum monthly retainer or a hybrid combination of both will also be considered.

Billable Expenses

It should be understood that the individual attorney or law firm providing legal services to the City will do so with no additional cost to the City for secretarial, administrative support, and basic business expenses such as telephone, facsimile, stationary, postage, supplies and equipment required to provide a satisfactory level of service. Notwithstanding the preceding, the City will reimburse the individual attorney or law firm for any court costs, filings fees, service of process fees, expert fees, court reporter fees, travel expenses and recording fees that are advanced on behalf of the City so long as said expenses are first pre-approved by the City.

Insurance

The individual attorney or law firm shall be required to carry professional liability insurance of at least \$1,000,000 per occurrence, and upon successful acceptance of the engagement, the City shall be named as 'additional insured'. Proposals shall include delineation of the carrier and

coverage limits per occurrence. The professional services agreement entered into between the City and the individual attorney or law firm chosen shall contain a provision which requires the attorney or law firm to indemnify the City from all suits, action, claims of any kind resulting from, or as a consequence of, any negligent or intentionally tortious act or omission by the law firm or the individual attorney engaged.

Qualifications

Respondents shall provide with the proposal a clear delineation of the experience of the attorney and the size and experience of said attorney's law firm. Respondents shall also provide resumes or CVs of all partners and associate attorneys who it is anticipated may provide a portion of the legal services to the City. It is expected that the attorney designated at the Hooper City Attorney will hold an active Utah State Bar License and have practiced law in the State of Utah for at least five (5) years. In addition, the proposal shall include a narrative explaining how the person appointed as the Hooper City Attorney will manage fulfillment of the duties and responsibilities of the position in his or her absence or inability to act at any given time.

Appointment & Engagement

It is anticipated that the City, by and through the Mayor, with the consent of the City Council, will appoint an individual attorney as the Hooper City Attorney. The attorney and their law firm will need to be prepared to enter into a one (1) year professional services agreement that will automatically renew for three (3) additional (1) year periods unless notice of non-renewal is given is given by either party at least sixty (60) days in advance of the expiration of the initial term or any renewal term thereafter. At all times the attorney and/or law firm will serve at the pleasure of the Mayor, thus they are subject to termination in compliance with the terms and conditions set forth in any written professional services agreement.

Selection Criteria

The Mayor with consent of the City Council shall make the final selection based on the Respondent's written proposal, the qualifications of the attorney or law firm, the overall fee structure for services referenced in the RFQ, and feedback from references. Engagement of these services will be by contract. The City will award a contract to the Respondent deemed the most qualified and responsive as determined at the sole discretion of the City. Notice of Award will be provided to the selected individual(s)/firm by the date outlined in the RFQ timeline.

The City reserves the right to reject any or all proposals, to waive any informality or technicality in the City's sole discretion, to cancel, edit, or remove any of the RFQ in whole or in part, or to accept any proposal deemed to be in the best interests of the City. If it becomes necessary to revise this request in whole or in part, an addendum will be provided to all timely proposers on record.

Late proposals will not be accepted. It is the responsibility of the individual and/or firm to ensure that the proposal arrives prior to the deadline in the proposed timeline.

Proposed Timeline

1. RFP announced and circulated on February 19, 2025.
2. RFP complete responses to the City are due by 4:00 p.m. on March 5, 2025. All dates and times are subject to change based on the discretion of the City.
3. As requested by the Mayor, selected respondents shall be invited to present their proposal and answer questions on March 10-13, 2025.
4. Decision and Notice of Award will be announced at the City Council's regularly scheduled meeting on March 20, 2025.

Proposal Information

The RFQ shall be clearly marked "Statement of Qualifications of _____ [name of individual and/or firm] to Provide Civil Legal Services." The RFQ should not exceed ten (10) pages (excluding the cost/price submittal, addenda, resumes/curricula vitae and other supporting information), and should include the following:

1. Name, address, telephone number, and email address of the Respondent. Include contact person and telephone number for purposes of following up on your proposal.
2. If the Respondent is an individual attorney, please discuss your educational background. This should include undergraduate degrees, law degrees and any other degrees which you hold.
3. If the Respondent is a law firm, please discuss:
 - a. The educational background of the attorney who is proposed to be designated and appointed as the Hooper City Attorney and any other attorney in the firm who will play a significant role in the provision of legal services to the City.
 - b. The size of the firm, the firm's municipal law staff, the location of the office from which attorneys and their staff will work.
 - c. The number and nature of the professional staff to be employed in this engagement.
 - d. A narrative about the history of the firm, including date of inception, experience with relevant Utah municipal, state and federal law and their experience performing services to Utah municipalities.
 - e. A narrative about the resources of the firm, to include support staff, library and research capabilities, and other relevant information
 - f. Respondents shall provide resumes or CVs of all partners and associate attorneys who it is anticipated may provide a portion of the legal services to the City.

4. Please attach a narrative of the individual's and/or firm's abilities and expertise with respect to the items listed in the Scope of Work described above. The narrative should provide an assessment of the work to be performed, your firm's ability and approach to the work, and the firm's resources to enable performance and completion of the work.
5. Describe the level of coverage for malpractice insurance you carry. Provide documentation of the malpractice insurance coverage.
6. Within the last five years have you (if an individual attorney) or your law firm, its officers, partners, employees, shareholders or principals been a party in any litigation or other legal proceedings as a defendant relating to the legal services provided by you or the law firm? If so, provide an explanation and indicate the current status or disposition of any such situation.
7. State whether you (if an individual attorney) or any attorney that is expected to perform significant legal services to the City within the law firm, have been disciplined, admonished, warned, or had any license, registration, charter, certification, or any similar authorization to engage in the legal profession suspended or revoked for any reason.
8. The firm shall disclose any conflicts of interest upon initial engagement and as they arise. Please include a brief plan for managing these conflicts in alignment with the City's needs.
9. Include a proposed fee for civil legal services. State the firm's hourly rate structure for services. The proposed cost/price submittal shall only be reviewed after the individual and firms' qualifications are deemed acceptable, and the respondent is a finalist considered for the position.
10. Please provide a minimum of three (3) references from any relevant clientele including districts, counties, or municipalities in the State of Utah in the previous five (5) years, for whom you have provided civil legal services. For each reference, please provide the name and contact person most familiar with your firm's work, and the dates the work was commenced and finished.
11. Please share any other information you feel would be helpful to the Mayor as they, with consent of the City Council, make the decision on who to engage as the Hooper City Attorney.

1-1-4 Meetings

- A. *Quorum*: Four (4) members of the Council shall constitute a quorum for the transaction of business and the taking of official action
- B. *Time of Meeting*: Meetings will be scheduled at least twice monthly. Meetings will be held on the first and third Thursday of the month. A work meeting may be held on each fifth Thursday. Work meetings will be less formal and final decisions will not be made at work meetings unless proper notice is given. Meetings may be canceled if there is no business to be conducted or if the meeting conflicts with a National, State, or Local holiday. The date of a regular meeting may be changed by the majority of the total membership (four votes required) of the City Council provided at least one week notice is given each member of the new date of the regular meeting. Additional meetings may be called as necessary by the Mayor or two Council Members.
- C. *Meetings, Agenda, and Notice*: The agenda for the City Council Meeting will be posted at the City Office Building and provided to appropriate media representatives at least 24 hours prior to the convening of any meeting. In addition to posting weekly notices, the City shall give public notice at least once each year of its annual meeting schedule. This notice shall specify the date, time and place of the regularly scheduled Council Meetings. The agenda for Council Meetings will be set by the Mayor. At the discretion of the Council, time may be allowed at the beginning of each meeting for a prayer or other devotional. No more than one minute shall be allocated for this purpose and anyone requesting an opportunity to provide the prayer or devotional shall be afforded that opportunity in the order which requests are received. No individual may request prayer or devotional time more than one time each year. Disruptive presentations will not be allowed. The Council Agenda will also include the approval of the minutes from the prior meeting, approval of business licenses (as needed), new business, old business, and citizen's comments. Other items may be added at the discretion of the Mayor or two Council Members.
- D. *Meetings Open to the Public*: As provided in Utah Code 52-4, all meetings are to be open to the public with limited exceptions. These exceptions are:
1. The discussion of the character, professional competence or physical or mental health of an individual
 2. Strategy sessions to discuss collective bargaining;
 3. Strategy sessions to discuss pending or reasonably imminent litigation;
 4. Strategy sessions to discuss the purchase, exchange, or lease of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms;
 5. Strategy sessions to discuss the sale of real property;
 6. Discussion regarding deployment of security devices, personnel or systems; and
 7. Investigative proceedings regarding criminal conduct

Before a meeting may be closed for one of these valid reasons, the City Council must be called together in an open meeting. At least two-thirds of the members of the Council present must vote to close the meeting before it can be closed. No closed meeting is allowed except for the reasons mentioned above. The reasons for holding the closed meeting and the vote either for or against the proposition to hold the meeting are to be entered into the minutes of the public portion of the meeting.

Detailed written minutes are to be kept of closed meetings, except as outlined in Utah Code § 52-4-7.5. These closed meetings minutes must include the date, time, and place of the meetings, the names of the members present and absent and the names of other persons present except where disclosure would infringe on the confidence necessary to fulfill the purpose of closing the meeting. These minutes are public records and are available to the public within a reasonable time after the meeting and after the reason for the closed meeting no longer need be held from the public.

- E. *Public Hearing*: The Council will hold public hearings as required by law or as determined by the Council. The Council may set the maximum time period for any public hearing and may set maximum time periods for individual speakers at a public hearing. Equal time will be allocated for speakers for and against any issue presented at a public hearing.
- F. *Executive/Work Sessions*: Open executive sessions or work sessions may be called by the Mayor to discuss such items as personnel, agenda for public meetings, and other planning problems. No official action shall be taken during any of these sessions. Public comment may or may not be taken at these sessions.
- G. *Meeting Agenda*: The order of business shall be:
 - 1. Approval of the minutes of previous meeting.
 - 2. Approval of business licenses (as needed).
 - 3. Verbal petitions and presentation of the Mayor.
 - 4. Unfinished Business from previous meetings.
 - 5. New Business Licenses Presentations and approvals.
 - 6. Citizens Comments.
 - 7. Adjournment.

The City Council, by majority vote, may change the order of business or consider items out of order for the convenience of the applicants or other interested parties.

The Mayor shall review items proposed for the agenda to determine whether all requirements necessary for City Council consideration have been complied with. The City Council shall establish reasonable deadlines for submission of applications and other items for City Council consideration prior to a City Council meeting to allow sufficient time for staff and member review. No agenda shall have more than ten (10) items in any combination unless the majority of Council members deem it necessary to exceed ten.

- H. *Notice Requirements*: Action cannot be taken on items of business unless that item has been properly placed on an agenda and appropriate public notice given as required by applicable law or ordinance.
 - 1. Notice of meetings shall be given at least once each year of the City's annual meetings schedule. The public notice shall specify the date, time, and place of such meetings.
 - 2. In addition to the notice requirements of paragraph H,1, the City shall give not less than 24 hours public notice of agenda, date, time and place of each of its meetings.
 - 3. Public notice shall be satisfied by posting written notice at the principal office of the City, and providing notice to at least one newspaper of general circulation within the City, or to a local media correspondent.
- I. *Minutes*: Written minutes will be kept, recorded, and preserved according to statute. Minutes will be kept and recorded by a designated City employee or official. The minutes include the date, time, and place of the meetings; the names of the members present and absent; the substance of all matters proposed, discussed, or decided, and a record, of votes taken; the names of all citizens who appeared and the substance in brief of their testimony; and any other information that any member requests be entered in the minutes. Minutes will be reviewed by the City Council at their next meetings. The minutes will be corrected or amended if necessary, and approved.
- J. *Voting Procedures and Quorum Requirements*: Members of the City Council not officiating at the meeting may make a motion to take an action pertaining to an agenda item. The Mayor or in his/her absence the Mayor pro tempore will call for a vote on the motions. In the event of a tie vote of the members of the Council, the Mayor or in his/her absence the Mayor pro tempore will cast the tie breaking vote. When voting on issues involving resolutions, ordinances, City finance or any action which creates a liability for the City votes will be taken by roll call and recorded. Members may excuse themselves from voting on an issue for conflict of interest. Resolutions, ordinances, City finance or any action which creates a liability of the City must have 3 favorable votes.

- K. *Rule of Procedure*: Hooper City Council meetings shall follow parliamentary procedure recognizing however many rules do not necessarily apply to the City's forum and when the group is small and/or in close agreement it needs less strict adherence to procedural rules than when the group has diverse opinions.
- L. *Non-performance or Misconduct-Removal from Office*: Members of the City Council may be removed from office as provided by state law.

HISTORY

Amended by Ord. [2015-4](#) on 12/17/2015