



**HOOPER CITY**  
**CITY COUNCIL AGENDA**  
**JUNE 20, 2024 7:00PM**  
COUNCIL CHAMBERS  
5580 W. 4600 S.  
Hooper, UT 84315

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Notice is hereby given that the Hooper City Council will hold a work meeting at 6:00pm and their regularly scheduled meeting at 7pm on Thursday, June 20, 2024, at the Hooper Municipal Building located at 5580 W 4600 S Hooper, UT 84315.

**Work Meeting – 6:00pm**

1. Discussion on Agenda Items
2. City Council Reports

**Regular Meeting – 7:00pm**

1. Meeting Called to Order
2. Opening Ceremony
  - a. Pledge of Allegiance – Council member Wilcox
  - b. Reverence – Council member Hill
3. Upcoming Events
4. Public Comments
5. Consent Items
  - a. Motion- Approval of Minutes dated June 6, 2024
6. Discussion Items, Reports, and/or Presentations
7. Public Hearings
8. Action Items
  - a. Appointment and swearing in the new planning commission member, Jessica Smith
  - b. Motion (Roll call vote): Ordinance No. O-2024-02; Granting Quest Corporation a Telecommunication Franchise
  - c. Motion - Authorization for Mayor Bingham to sign the contract with Quest Corporation
  - d. Motion (Roll call vote): Ordinance No. O-2024-05; An Ordinance to dissolve the Board of Adjustment, Appoint a hearing officer, and additional amendments related to appeals
  - e. Motion (Roll call vote): Resolution No. 2024-06; Authorizing an increase in the sewer and garbage collection rates
9. Public Comments
10. Adjournment

*Morghan Yeoman*

Morghan Yeoman, City Recorder

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

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

**CERTIFICATE OF POSTING**

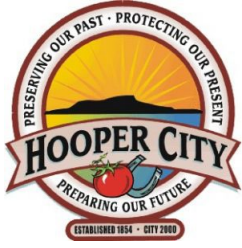
The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Hooper City limits on the 20th day of May, 2024 at Hooper City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website, and at <https://www.hoopercity.com/meetings>.

**\*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 and address.
  - 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, JUNE 6, 2024, 7:00PM  
COUNCIL CHAMBERS  
5580 W. 4600 S.  
Hooper, UT 84315**

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The Hooper City Council held a work meeting at 6:00pm and their regular meeting at 7pm on June 6, 2024, at the Hooper City Civic Center located at 5580 W. 4600 S, Hooper, UT 84315.

COUNCIL MEMBERS PRESENT:

Sheri Bingham – Mayor  
Dale Fowers – Mayor Pro Tem  
Bryce Wilcox  
Debra Marigoni  
Lisa Northrop  
Ryan Hill

COUNCIL MEMBERS EXCUSED:

CITY STAFF & PLANNING COMMISSION PRESENT:

Reed Richards – City Attorney  
Morghan Yeoman – City Recorder  
Cami Moss- Treasurer

AUDIENCE PRESENT:

Travis Bates, Larry Ropelato, Jaydan Ropelato, Jenny Stanger, Scott Stanger, Michelle Pilarczyk, Staci Sheffield, Joel Timothy, Christy Hansen, Brent Hansen, Staci Judkins, Bryce Widdison, Judd Bennett, Sheldon Greener, Stacie Yates, Patrick Greico, Stacy Greico, David Ursem, Teanna Hancock, Tracy Wallace

**6:00PM WORK MEETING**

1. Discussion on Agenda Items

At 6:00pm the City Council held a work meeting where agenda items, Council Member reports, reviewing of council member assignments, and Weber County senior weekly lunch was discussed.

**7:00PM REGULAR MEETING**

1. Meeting Called to Order – Mayor Bingham

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

2. Opening Ceremony

a. Pledge of Allegiance

Council Member Fowers led in the Pledge of Allegiance.

b. Reverence

Council Member Wilcox offered reverence.

3. Upcoming Events

a. August 26, 2024 - September 2, 2024 – Tomato Days

4. Citizen Comment(s) on Agenda Items

*(Residents attending this meeting were allotted 3 minutes to express a concern or question about any issue)*

Christy Hansen located at 5294 W 3675 S requested that they do put the temporary hold on the conditional use permits pertaining to human services.

Staci Sheffield located at 5352 W 3550 S is in favor of putting a hold on the conditional use permit pertaining to human services.

Jenny Stanger located at 3672 S 5250 W also in favor of putting a hold on the conditional use permit pertaining to human services.

Michelle Pilarczyk located at 3461 S 5500 W also in favor of putting a hold on the conditional use permit pertaining to human services.

Brent Hansen located at 5294 W 3675 S would like for city council to put the conditional use permits on a hold pertaining to human services until things are figured out.

Larry Ropelato located at 4243 S 6300 W commented on staff and the worthiness to help with his needs.

5. Consent Items

a) Motion- Approval of Minutes dated May 2, 2024

**COUNCIL MEMBER FOWERS MOTIONED TO APPROVE THE MINUTES DATED MAY 2, 2024. COUNCIL MEMBER HILL SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

**NORTHROP AYE**  
**HILL AYE**

**MOTION PASSED.**

b) Motion- Approval of Minutes dated May 16, 2024

**COUNCIL MEMBER NORTHROP MOTIONED TO APPROVE THE MINUTES DATED MAY 16, 2024. COUNCIL MEMBER WILCOX SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

**MOTION PASSED.**

6. Discussion Items, Reports, and/or Presentations

- a. April Financial Report for FY 2024
  - i. Cami Moss, treasurer, briefly went through the financials and explained any necessary numbers.
- b. Discussion/Motion: Quail Cove land use separation fence
  - i. Morghan Yeoman, city recorder, gave a presentation. Morghan explained that Quail Cove was approved for development in 2021, with a land use separation fence required and plans show to install vinyl fence (noted in agreement). The field that was south of Quail Cove was then developed by Morning Meadows and a chain link fence was installed between the two subdivisions. The question was asked is if us as the city will need to require a vinyl fence and either that be they remove the chain link fence or place the two fences back to back. City Staff recommendation would be to accept the chain link fence.

Council Member Fowers feels that the land owner should choose the fence they would like.

**COUNCIL MEMBER HILL MOTIONED TO ACCEPT THE CHAIN LINK FENCE FOR QUAIL COVE SUBDIVISION. COUNCIL MEMBER NORTHROP SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

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

7. Public Hearings

- a. Amending the 2023-2024 budget, approving the 2024-2025 budget, and approving the certified tax rate.

**COUNCIL MEMBER WILCOX MOTIONED TO MOVE INTO A PUBLIC HEARING. COUNCIL MEMBER FOWERS SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

No public comments.

**COUNCIL MEMBER FOWERS MOTIONED TO MOVE INTO A REGULAR MEETING. COUNCIL MEMBER WILCOX SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

8. Action Items.

*Mayor Bingham asked if we could move item (g) on the agenda, and if a motion could be made.*

**COUNCIL MEMBER WILCOX MOTIONED TO**

**MOVE ITEM G TO THE FIRST OF THE ACTION ITEMS. COUNCIL MEMBER HILL SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

**MOTION PASSED.**

- a. Discussion/Motion- Final approval for South Four Subdivision located approximately at 4243 S 6300 W for Larry Ropelato

Morghan Yeoman, the city recorder, gave the presentation. Morghan explained where the subdivision is located. Explained how Larry would like to modify the northern two lots for owner’s use. Morghan explained that all approval letters from outside entities have been provided, the city staffs comments were address, and meets frontage and acreage requirements.

Larry Ropelato located at 4243 S 6300 W explained that he is looking to develop the fourth lot to build a home.

**COUNCIL MEMBER WILCOX MOTIONED TO APPROVAL THE FINAL REVIEW FOR THE SOUTH FOUR SUBDIVISION LOCATED APPROXIMATELY AT 4243 S 6300 W WITH THE DEFERRED IMPROVEMENT ESCROW. COUNCIL MEMBER MARIGONI SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

**MOTION PASSED.**

b. Appointment and sweating in the new Planning Commission member, Jenny Stanger

Mayor Bingham explained that there were four (4) candidates total that she had interviewed and decided to go with Jenny Stanger. Mayor Bingham shares her thoughts about Jenny and why she would be a great fit for Planning Commission. Council Member Wilcox asked who the names that were interviewed for the position. Mayor Bingham stated that she interviewed Jenny Stanger, Jessica Smith, Travis Bates, and Keith Blazer. Council Member Wilcox also mentions that Jenny Stanger sent an email to the city recorder during elections of last year that was concerning. He would like to see someone that will work well with staff. Council member Marigoni would also not approve Jenny Stanger and is not in favor of her actions.

Jenny Stanger located at 3672 S 5250 W explained her reasoning for why she sent that email. She was a concerned resident and candidate and wanted to know about the financial statements for Dale Fowers.

Scott Stanger located at 3672 S 5250 W mentioned to City Council that they should be looking for someone that is willing to represent Hooper.

Mayor Bingham explained that there are a lot of ‘gray’ areas in our codes and will be worked on before the next election.

Council Member Marigoni commented that she has a problem with intimidation. She would like to make each other feel welcome.

Mayor Bingham asked the councilmen if there was anything that has changed their minds after receiving the email that was provided to them by Amanda Prince. Council member Marigoni stated that it has nothing to do with her personality and her drive to represent Hooper. Council member Northrop asked the councilmen on what they were afraid of and that she would only be in office for 6 months to finish out the term of Mary Simpson.

**COUNCIL MEMBER NORTHROP MOTIONED TO APPOINT JENNY STANGER AS A PLANNING COMMISSION MEMBER. COUNCIL MEMBER HILL SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

<b>FOWERS</b>	<b>NAY</b>
<b>HILL</b>	<b>AYE</b>
<b>NORTHROP</b>	<b>AYE</b>
<b>MOTION DENIED.</b>	

- c. Motion (Roll call vote): Approval of Resolution No. R-2024-03; Amending the budget for fiscal year 2023-2024

Cami Moss, the treasurer, explained that there were a few adjustment that were made and discusses each.

**COUNCIL MEMBER HILL MOTIONED TO APPROVE THE RESOLUTION NO. R-2024-03 AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024. COUNCIL MEMBER MARIGONI SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

- d. Motion (Roll call vote): Approval of Resolution No. R-2024-04, Approving the 2024-2025 budget

Cami Moss, the treasurer, explained that the city council has intentions to review the budget once a quarter. Councilmember Hill asked if there was a way to put the Central Weber Sewer District on the post card. Mayor Bingham explained that the increases in the utilities is what is required, there is no additional charges.

**COUNCIL MEMBER WILCOX MOTIONED TO APPROVE THE RESOLUTION NO. R-2024-04 APPROVING THE 2024-2025 BUDGET. COUNCIL MEMBER MARIGONI SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

- e. Motion (Roll call vote): Approval of Resolution No. R-2024-05, approving the certified tax rate.

Cami Moss, the treasure, explained that this is the county calculations, and for the new budget year it is .000284. Councilmember Fowers explained that the tax rate goes to Hooper City.

**COUNCIL MEMBER HILL MOTIONED TO APPROVE THE RESOLUTION NO. R-2024-05 APPROVING THE CERTIFIED TAX RATE AS DETERMINED BY WEBER COUNTY. COUNCIL MEMBER NORTHROP SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

- 9. Motion: Ordinance No. 2024-05; An Ordinance to dissolve the Board of Adjustment, appoint a hearing officer, and additional amendments related to appeals

Reed Richards, the city attorney, explained that there were some new changes made that was just sent this day that did not give Morghan enough time to send out to the council. He would like to review the ordinance again on June 20, 2024.

**COUNCIL MEMBER NORTHROP MOTIONED TO TABLE ORDINANCE NO O-2024-05 UNTIL JUNE 20,**

**2924. COUNCIL MEMBER HILL SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

**MOTION PASSED.**

**g.) Motion- Approval of Fraud Risk Assessment**

Cami Moss, the treasurer, explained that it does not need to be a motion. It is just a simple explanation of how the audit went. She stated that the city scored a 355, which is low.

**h.) Motion: Temporary Pause on Conditional Use Permits pertaining to human services and facilities**

Councilmember Wilcox explained why he wanted this to be on the agenda. He would like to see this type of conditional use permit be put on a pause for 6 months. Reed Richards, the city attorney, explained that it will not affect any application that is progress right now.

All other councilmen agree to put on a pause and look into the code.

**COUNCIL MEMBER WILCOX MOTIONED PUT A TEMPORARY PAUSE ON CONDITIONAL USE PERMITS PERTAINING TO HUMAN SERVICES AND FACILITIES. COUNCIL MEMBER MARIGONI SECONDED THE MOTION. VOTING AS FOLLOWS:**

**COUNCIL MEMBER WILCOX AMENDED HIS MOTIONED TO PUT A TEMPORARY PAUSE ON CONDITIONAL USE PERMITS PERTAINING TO HUMAN SERVICES AND FACILITIES FOR UP TO 6 MONTHS, BUT CAN BE LIFTED SOONER IF COMPLETED. COUNCIL MEMBER MARIGONI SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

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

10. Public Comments

Stacy Greico located at 3501 S 5100 W thanked the city council for putting the discussion on for the conditional use permits to be on a pause.

Kamie Hubbard located at 5156 S 5725 W commented that she was upset about how the meeting has gone tonight. She commented that the mayor was voted in and everything is being voted down. Also appreciated Councilmember Northrop comment.

Shay Call located at 5524 S 6800 W read the conflict of interest that is put on the agenda. Feels that Councilmember Fowers should not have had the right to vote on the appointing of Jenny Stanger since it applies to him.

Mayor Bingham asked Reed Richards, our attorney, on what would be best to move forward with the appointment of Jenny Stanger. Reed Richards would like for it to be pushed to the next meeting so he could do research on whether it is a conflict of interest for those involved.

Brent Hansen located at 5294 W 3675 S commented that he feels that Hooper residents “are not their people”. Explains that there was an incident in their neighborhood and not one of the council members showed up.

11. Adjournment

**AT APPROXIMATELY 8:30 PM COUNCIL MEMBER MARIGONI MOVED TO ADJOURN THE MEETING. COUNCIL MEMBER HILL SECONDED THE MOTION. VOTING AS FOLLOWS:**

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

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

\_\_\_\_\_  
Morghan Yeoman, City Recorder

DRAFT

**ORDINANCE NO. O-2024-02**  
**AN ORDINANCE GRANTING QUEST CORPORATION**  
**DBA CENTURYLINK QC, A COLORADO CORPORATION, A**  
**TELECOMMUNICATION FRANCHISE**

**WHEREAS**, Quest Corporation, DBA CenturyLink QC, a Colorado corporation (hereafter referred to as “FRANCHISEE”) desires to provide telecommunications services (hereinafter “System”) within the CITY and in connection therewith to establish a telecommunications network within the present and future rights-of-way of the CITY; and,

**WHEREAS**, the CITY has enacted Title 5, Chapter 5 of the City Code (hereinafter “Excavation Ordinance”) which governs the use of City right-of-ways; and,

**WHEREAS**, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to allow the FRANCHISEE a nonexclusive franchise to operate a telecommunications network in the CITY.

**NOW, THEREFORE**, Hooper City adopts the following Franchise Authorization Ordinance relating to Quest Corporation, FRANCHISEE:

**1. 12-5-1 Grant Of Franchise**

The City grants to FRANCHISEE a nonexclusive franchise (Franchise) to construct, maintain and operate in the present and future roads, streets, alleys, highways and other public rights-of-way within City limits (collectively, Streets) a distribution system for furnishing a telecommunication network to the City and its inhabitants. FRANCHISEE shall have the right to erect, construct, equip and maintain along and under the Streets a telecommunications network and related equipment (Facilities) as are reasonably necessary for supplying telecommunication service in accordance with this Franchise.

**2. 12-5-2 Consideration**

In consideration of this Franchise, FRANCHISEE shall pay to City the sum outlined in the Franchise Agreement between City and FRANCHISEE.

**3. 12-5-3 Term**

The franchise granted to FRANCHISEE shall be for a period of ten (10) years commencing on the first day of the month following the effective date of this Ordinance. At the end of the initial ten (10) years, the franchise granted herein will be renewed upon the same terms and conditions as contained herein and in the Franchise Agreement (plus any amendments to the Excavation Ordinance, any Franchise Ordinance, the Franchise Agreement, or any other applicable law) for two (2) additional five (5) year terms, unless the City or FRANCHISEE provides notice to the other party of their intent not to renew at least ninety (90) calendar days before the expiration of the then existing franchise term.

#### **4. 12-5-4 Acceptance**

Within sixty (60) days after the passage of this ordinance, FRANCHISEE shall file with the City an unconditional written acceptance of the Franchise declaring its acceptance of the Franchise and its intention to be bound by the terms and conditions of the Franchise. A signed franchise agreement will meet the requirements of this provision.

#### **5. 12-5-5 Construction And Maintenance Of Facilities**

All facilities shall be constructed and laid so as to interfere as little as possible with traffic over and public use of the Streets and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Streets. All Facilities shall be constructed in accordance with established construction practices, City ordinances and in a manner which protects the Facilities from all traffic loads. All facilities that are installed during the term of the Franchise shall be sited to be visually unobtrusive and to preserve the natural beauty and neighborhood aesthetics within the City limits. FRANCHISEE shall repair or replace, at its own expense, any and all rights of way, pavements, sidewalks, street improvements, excavations, other facilities, landscaping, or other improvements, public or private, that it damages in the franchise operations.

#### **6. 12-5-6 Compliance With Ordinance; Conflicts**

FRANCHISEE shall comply with all City ordinances, regulations and requirements and shall pay all applicable excavation fees and charges that are or may be prescribed by the City with respect to the construction, maintenance and operation of all Facilities. However, these obligations shall apply only as long as such ordinances, regulations, requirements or fees are not preempted by or otherwise in conflict with any applicable statutory or constitutional law, rule or regulation, or the tariffs approved by regulatory bodies having jurisdiction over FRANCHISEE, including this Franchise and any lawful revisions made and accepted by FRANCHISEE during the term of the Franchise. The City shall have the right to inspect the construction, operation and maintenance of the FRANCHISEE Facilities to ensure the proper compliance with applicable City ordinances, regulations and requirements. In the event FRANCHISEE should fail to comply with the terms of any City ordinance, regulation or requirement, the City shall give FRANCHISEE written notice of such noncompliance and the time for correction provided by ordinance or a reasonable time for correction if there is no applicable ordinance. After written notice and failure of FRANCHISEE to make correction, the City may, at its sole risk, make such correction itself and charge the cost to FRANCHISEE including any minimum cost provided by ordinance. Nothing in this Franchise limits FRANCHISEE right to oppose any ordinance, either existing, proposed, or adopted from and after the effective date of this Franchise.

#### **7. 12-5-7 Information Exchange**

Upon request by either the City or FRANCHISEE, but not less often than once each calendar year, FRANCHISEE and the City shall meet for the purpose of exchanging information and documents regarding construction and other similar work within the City limits, with a view towards coordinating their respective activities in those areas where

such coordination may prove mutually beneficial. Any information regarding future capital improvements that may involve land acquisition shall be treated with confidentiality upon request to the extent that the City may lawfully do so.

#### **8. 12-5-8 Relocation**

Upon written notice to FRANCHISEE, the City may require the relocation and removal or reinstallation (collectively, Relocation) of any of FRANCHISEE Facilities located in, on, along, over, across, through, or under any of the Streets. After receipt of such written notice, FRANCHISEE shall diligently begin such Relocation of its Facilities as may be reasonably necessary to meet the City's requirements. The Relocation of Facilities by FRANCHISEE shall be at no cost to the City if:

1. Such request is for the protection of the public health, safety and welfare (which includes, without limitation, the placement, widening or realignment of streets; the placement or realignment of curb, gutter, sidewalks; or the placement, relocation, etc. of traffic signals, street lighting or storm drainage facilities, and utility line installation or relocation.);
2. The Facilities have been installed pursuant to this or any other Franchise and not pursuant to a property or other similar right, including, but not limited to, a right-of-way, grant, permit, or license from a state, federal, or private entity; and
3. The City provides a new location for the Facilities.

Otherwise, a Relocation required by the City pursuant to such written notice shall be at the City's expense.

Following Relocation of any Facilities, FRANCHISEE may maintain and operate such Facilities in the new location within City limits without additional payment. If a City project is funded by federal or state monies that include an amount allocated to defray the expenses of Relocation of Facilities, then the City shall compensate FRANCHISEE up to the extent of such amount for any Relocation costs mandated by the project to the extent that the City actually receives such federal or state funds.

#### **9. 12-5-9 Terms Of Service**

FRANCHISEE shall furnish telecommunication service without preference or discrimination among customers of the same service class at reasonable rates, in accordance with all applicable tariffs approved by and on file with regulatory bodies having jurisdiction over FRANCHISEE, including revisions to such tariffs made during the term of the Franchise, and in conformity with all applicable constitutional and statutory requirements. FRANCHISEE may make and enforce reasonable rules and regulations in the conduct of its business, may require its customers to execute a service agreement as a condition to receiving service, and shall have the right to contract with its customers regarding the installation and operation of its facilities. To secure safe and reliable service to the customers, and in the public interest, FRANCHISEE shall have the right to prescribe

the Facilities to be used and shall have the right to refuse service to any customer who refuses to comply with FRANCHISEE rules and regulations.

**10. 12-5-10 Indemnification**

The City shall not be liable or responsible for any loss or damage to property or any injury to, or death of, any person that may occur as a result of FRANCHISEE’s construction, maintenance or operation of the Facilities or FRANCHISEE’s other activities within City limits pursuant to the Franchise. FRANCHISEE shall indemnify, defend and hold the City, its officers and employees, harmless from and against any and all claims, demands, liens, liabilities, damages, actions and proceedings arising from the grant of the Franchise and from the exercise by FRANCHISEE of its related rights, including its operations within City limits, and FRANCHISEE shall pay the reasonable cost of defense plus the City's reasonable attorneys' fees. Notwithstanding any provision to the contrary, FRANCHISEE shall not be obligated to indemnify, defend or hold the City harmless to the extent that any underlying claim, demand, lien, liability, damage, action and proceeding arises out of or in connection with any negligent act or omission of the City or any of its agents, officers or employees.

**11. 12-5-11 Assignment**

This Agreement may not be assigned by FRANCHISEE, except as outlined by the agreement between the parties, without the prior written consent of the CITY, which consent shall not be unreasonably withheld.

**12. 12-5-12 Severability**

If any portion of this franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of any remaining portions of this Franchise.

**13. 12-5-13 Effective Date**

This ordinance shall become effective upon the date of acceptance by Quest Corporation, FRANCHISEE, as established above.

This Ordinance shall become effective upon publication as required by law, twenty (20) days after final passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

Voting:

Council Member \_\_\_\_\_  
Council Member \_\_\_\_\_  
Council Member \_\_\_\_\_  
Council Member \_\_\_\_\_  
Council Member \_\_\_\_\_



## FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter “Agreement”) is entered into by and between Hooper City, Utah (hereinafter “CITY”), a municipal corporation and political subdivision of the State of Utah, and Qwest Corporation, DBA CenturyLink QC, a Colorado corporation (hereinafter “FRANCHISEE”).

### WITNESSETH:

WHEREAS, the FRANCHISEE desires to provide telecommunications services (hereinafter “System”) within the CITY and in connection therewith to establish a telecommunications network within the present and future rights-of-way of the CITY; and,

WHEREAS, the CITY has enacted Title 5, Chapter 5 of the City Code (hereinafter “Excavation Ordinance”) which governs the use of City rights-of-way, and has adopted City Code Title 12, Chapter 5, approving a franchise with FRANCHISEE; and,

WHEREAS, the CITY, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to allow the FRANCHISEE a nonexclusive franchise to operate a telecommunications network in the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and the FRANCHISEE agree as follows:

### **ARTICLE 1. FRANCHISE ORDINANCE, AGREEMENT AND EXCAVATION ORDINANCE**

**1.1 Agreement.** Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and FRANCHISEE.

**1.2 Ordinance.** The CITY has adopted an Excavation Ordinance which is attached to this Agreement as Exhibit “A” and incorporated herein by reference and has approved this Agreement by Ordinance (Ordinance No. \_\_\_\_\_) (the “Franchise Granting Ordinance”). The FRANCHISEE acknowledges that it has had an opportunity to read and become familiar with the Excavation Ordinance and the Franchise Granting Ordinance. The parties agree that the provisions and requirements of the Excavation Ordinance, and the Franchise Granting Ordinance are material terms of this Agreement, and that each party hereby agrees to comply with the terms thereof. The definitions in the Excavation Ordinance shall apply herein unless a different meaning is indicated.

1.3 **Ordinance Amendments.** The CITY reserves the right to amend the Excavation Ordinance at any time; provided, however, that the CITY shall not enact any amendments to the Excavation Ordinance, except as set forth in Article 4 below, that will adversely impact FRANCHISEE without allowing FRANCHISEE thirty (30) days (or such longer time as FRANCHISEE reasonably requests in writing if thirty (30) days is insufficient) in which to comply with the amendment. The CITY shall give the FRANCHISEE notice and an opportunity to be heard concerning any proposed amendment and shall not enact any amendment that materially alters the rights and obligations of the parties under this Agreement or that is in conflict with any material term of this Agreement, except as set forth in Article 4 below.

1.4 **Franchise Description.** The Agreement provided hereby shall confer upon the FRANCHISEE a nonexclusive right, privilege, and franchise to install, construct, repair, remove, operate, upgrade, maintain abandon and replace its telecommunications System in, under, above and across the present and future public municipal Rights-of-Way in the City. The Agreement does not grant to the FRANCHISEE the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the FRANCHISEE from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the FRANCHISEE's System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 **Licenses.** The FRANCHISEE acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement.

1.6 **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

## ARTICLE 2. FRANCHISE FEE

2.1 **Franchise Fee.** Currently FRANCHISEE will pay no CITY imposed tax. In the future if FRANCHISEE's operations qualify for a tax FRANCHISEE shall pay a tax on any taxable services provided within the CITY in accordance with the municipal telecommunications license tax or other applicable telecommunications tax (the "Municipal Telecommunications Tax") authorized pursuant to the Utah Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, Utah Code Annotated 1953, as amended (the "Municipal Telecommunications Tax Act"), and imposed and levied pursuant to Utah State Code, Title 3, Chapter 10. Such Franchise Fee shall be calculated in the manner provided in the Municipal Telecommunications Tax Act, and shall be paid by the FRANCHISEE to the Utah State Tax Commission, as agent for the CITY under an Interlocal Cooperation Agreement by and among the CITY, the Utah State Tax Commission, and others, at the times and in the manner prescribed in the Municipal Telecommunications Tax Act, and any rules and regulations promulgated thereunder. All payments shall be made to the Utah State Tax Commission, whose current address is as follows:

**Commented [BJ1]:** We would like a provision to provide the ability to impose a tax in the future if allowed by federal and/or state law on any services

**Commented [DL2R1]:** As a telecommunications provider FRANCHISEE pays the Utah State Tax Commission per state law.

**Commented [AR3R1]:** Addressed.

Utah State Tax Commission  
210 North 1950 West  
Salt Lake City, Utah 84134

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2.2 **Equal Treatment.** CITY agrees, within the guidelines of then-existing Utah law, to impose from any third-party competitor of FRANCHISEE a fee similar to that stated in this Agreement or will otherwise contract in such a way so as not to provide any unfair benefit to such future competitor.

### ARTICLE 3. TERM AND RENEWAL

3.1 **Term and Renewal.** The franchise granted to FRANCHISEE shall be for a period of ten (10) years commencing on the first day of the month following the date of the Franchise granting Ordinance (the “Effective Date”), unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein will upon the same terms and conditions as contained in this Agreement (plus any amendments to the Excavation Ordinance and/or any other applicable law) for two (2) additional five (5) year terms, unless FRANCHISEE provides to the CITY’s representative designated herein written notice of the FRANCHISEE’s intent not to renew not less than ninety (90) calendar days before the expiration of the then existing franchise term: unless the CITY terminates or indicates their desire to renegotiate this Agreement.

Commented [BJ4]: Original language

Commented [DL5R4]: Unsure what this comment means?

3.2 **Rights Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between the FRANCHISEE and the CITY, or by revocation or forfeiture, the FRANCHISEE shall abandon its System within the CITY, and at the CITY’s request, unless some other arrangement is made with the CITY, remove from the Rights-of-Way any and all of FRANCHISEE’s System which exists above ground. In such an event, it shall be the duty of the FRANCHISEE, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was immediately before the removal was affected. Notwithstanding anything to the contrary set forth in this Agreement, FRANCHISEE may abandon any underground system in place so long as it does not materially interfere with the use of the rights-of-way.

Commented [BJ6]: Add something that states they will need to remove above ground infrastructure?

Commented [DL7R6]: Does the City want to propose language here?

### ARTICLE 4. POLICE POWERS

4.1 The CITY expressly reserves, and the FRANCHISEE expressly recognizes, the CITY’s right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

### ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY

5.1 **Meet to Confer.** The FRANCHISEE and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these

activities may ultimately result in fundamental changes in the way the FRANCHISEE conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, the FRANCHISEE and the CITY each agree, upon request of the other during the term of this Agreement at each five (5) year anniversary of the Effective Date therein, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement or other terms requested by the CITY upon its review of other Agreements, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

- (a) This option to meet and confer includes an agreement to make changes to this Agreement to conform with provisions included in similar contracts with other cities/counties in the area that CITY would like included in its agreement.

5.2 **Relocation.** In the event that at any time during the Term of this Agreement, the City shall lawfully elect to alter or change any street, alley, utility line installation, public utility easement, bridge, culvert or other public way require the relocation of FRANCHISEE's facilities in any of the streets, alleys, rights-of-way, public utility easements, or public property of the CITY, then in such event, FRANCHISEE, upon reasonable notice by the CITY, shall within ~~thirty~~ thirty (930) days of FRANCHISEE'S confirmation of receipt of such notice, remove, relay and relocate the same at its own expense; except that FRANCHISEE shall, in all cases, have the right, in FRANCHISEE's sole discretion, to abandon its facilities in place, in lieu of relocation. If a CITY project is funded by federal or state monies that include an amount allocated to defray the expenses of relocation of facilities, then the CITY shall compensate FRANCHISEE up to the extent of such amount for any relocation costs mandated by the project to the extent that the CITY actually receives such federal or state funds.

For projects where a ~~thirty~~ thirty-day (930) day relocation is not feasible due to the size of the project, the FRANCHISEE may request an extension of time to relocate. This extension request should be provided in writing to the CITY within thirty (30) days of receipt of the original notice to relocate from the CITY, and shall include the reason the extension is being requested, a work plan, and an extended schedule for the facilities' relocation. The City will review the proposed plan and schedule and make a good faith effort to accommodate a reasonable extension provided the plan will not negatively affect or damage the overall project schedule or finances and in accordance with any such extensions provided to other utilities on the same project. Franchisee's who propose and receive an extended relocation timeframe must complete the relocation work on schedule. Failure to complete the work within the agreed timeframe may result in damages being assessed to the Franchisee for delays and/or costs incurred by project and the City as a result of the nonperformance of the Franchisee.

In the event the CITY requests relocation efforts from the FRANCHISEE for aesthetic purposes, as outlined in the franchise Ordinance, the CITY agrees to pay all costs associated with such relocation. FRANCHISEE shall not be required to pay for the relocation of FRANCHISEE's facilities, and may require advance payment for costs and expense, to the extent such removal or relocation is requested solely for aesthetic purposes.

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FRANCHISEE shall, upon the request of any person holding a building moving permit issued by the City, temporarily raise or lower its lines to permit the moving of the building, provided: (a) the expense of such temporary removal shall be paid by the person(s) requesting the same, and FRANCHISEE shall have the authority to require payment in advance; and (b) the FRANCHISEE is given not less than fifteen (15) business days' advance written notice to arrange for such temporary line changes.

5.3 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided, that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the CITY is the State of Utah's right or ability to collect the Municipal Telecommunications License Tax during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Ordinance, and the City's Excavation Permit Ordinance. For the FRANCHISEE, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Ordinance, and the CITY's Excavation Permit Ordinance.

#### **ARTICLE 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES**

6.1 **Grounds for Termination.** The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The FRANCHISEE fails to make timely payments of the Municipal Telecommunication License Tax, if applicable, and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure; or

(b) The FRANCHISEE, by act or omission, materially violates a material duty herein set forth in any particular within the FRANCHISEE's control, and with respect to which full redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the FRANCHISEE notice of such determination, the FRANCHISEE, within ninety (90) calendar days of receipt of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have one-hundred twenty (120) calendar days from the date it receives notice to remedy the conditions. After the expiration of such corrective period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, the FRANCHISEE shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in

the event such failure is of such nature that it cannot be reasonably corrected within the indicated time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the FRANCHISEE; or

(c) The FRANCHISEE becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the FRANCHISEE within sixty (60) days.

6.2 **Reserved Rights.** Nothing contained herein shall be deemed to preclude the FRANCHISEE from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

6.3 **Remedies at Law.** In the event the FRANCHISEE or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or the FRANCHISEE, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement.

6.4 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and the FRANCHISEE. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

6.5 **Assignment.** This Agreement may not be assigned by FRANCHISEE except to an affiliate or successor entity, meaning to an entity merging with or acquiring FRANCHISEE or acquiring substantially all of the assets of FRANCHISEE, in which case the CITY's permission shall not be required. Notwithstanding the foregoing sentence, where the CITY's permission is required, the CITY shall not unreasonably withhold, condition, or delay its permission.

## ARTICLE 7. PARTIES' DESIGNEES

7.1 **CITY designee and Address.** The Mayor or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein, all notices from the FRANCHISEE to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at 5580 W 4600 S., Hooper, UT 84315, or such other officer and address as the CITY may designate by written notice to the FRANCHISEE.

7.2 **FRANCHISEE Designee and Address.** The FRANCHISEE's designated agent, officer or representative or designee(s) shall serve as the FRANCHISEE's representative regarding administration of this Agreement. Unless otherwise specified herein, all notices from the CITY to the FRANCHISEE pursuant to or concerning this Agreement, shall be delivered to

FRANCHISEE's offices at 931 14th Street, Denver CO 80202, Attn: ROW/NIS Manager with a copy to CenturyLink, ATTN: Network Legal Counsel, 931 14th Street, Denver CO 80202, and such other office as the FRANCHISEE may designate by written notice to the CITY.

## ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 **Insurance.** Prior to commencing operations in the CITY pursuant to this Agreement, the FRANCHISEE shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the FRANCHISEE is effectively self-insured if the FRANCHISEE has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the FRANCHISEE from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

8.2 **Indemnification.** The FRANCHISEE agrees to indemnify, defend and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the FRANCHISEE's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to the FRANCHISEE of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit the FRANCHISEE to assume the defense of such with counsel of the FRANCHISEE's choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the FRANCHISEE shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with willful misconduct or negligent acts or omissions of the CITY, its officers, agents, and employees, or a third party who is not CITY's employee, agent, or contractor, or a third party who is not FRANCHISEE's employee, agent, or contractor.

## ARTICLE 9. INSTALLATION

9.1 **Coordinated Installation.** In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, FRANCHISEE shall coordinate with the CITY and other franchisees or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way. The CITY is under no obligation to postpone these other installations, repairs or maintenance of facilities if the FRANCHISEE is not able to meet the CITY's schedule.

9.2 **Underground Installation.** Notwithstanding the provisions of Article 1.4 of this Agreement, FRANCHISEE expressly agrees to install and maintain all of its facilities in

accordance with CITY Ordinances, standards, and specifications, including the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require FRANCHISEE to convert existing overhead facilities to underground facilities until and unless other similarly situated franchisees in the same location are required to do so.

#### ARTICLE 10. GENERAL PROVISIONS

10.1 **Binding Agreement.** The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

10.2 **Utah Law.** This Agreement shall be interpreted pursuant to Utah law, and any dispute regarding this Agreement shall be litigated in the Utah Courts.

10.3 **Time of Essence.** Time shall be of the essence of this Agreement.

10.4 **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

10.5 **No Presumption.** Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

10.6 **Amendments.** This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

10.7 **Additional Agreements.** Both parties are not precluded from entering into other legal agreements pertaining to the telecommunications systems noted within this agreement.

10.8 **Binding Agreement.** This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

SIGNED AND ENTERED INTO this \_\_\_\_ day of \_\_\_\_\_ 2024.

“CITY”  
HOOPER CITY



By: \_\_\_\_\_  
Sheri Bingham, Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

“FRANCHISEE”

QWEST CORPORATION DBA CENTURYLINK QC, A COLORADO CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**ATTACHMENT A – EXCAVATION ORDINANCE**

**Commented [LD8]:** Ashley: are we attaching the Excavation Ordinance or the Franchise Granting Ordinance?

**Commented [BJ9R8]:** We will attach the Excavation Ordinance

**ORDINANCE NO. O-2024-05**

**AN ORDINANCE TO DISSOLVE THE BOARD OF ADJUSTMENT, APPOINT A HEARING OFFICER, AND ADDITIONAL AMENDMENTS RELATED TO APPEALS**

**WHEREAS**, the City no longer desires to have a Board of Adjustment consider or decide any appeals within the city, and

**WHEREAS**, state code allows the City to select the process by which variance requests and other appeals will be decided, and

**WHEREAS**, it is not the best use of City resources to continue to maintain the requirement that a board of adjustment make appeal determinations, and

**WHEREAS**, the City has determined it will be more efficient and effective to appoint a Hearing Officer to hear and decide variance requests, and

**WHEREAS**, additional amendments related to appeals are necessary as the Board of Adjustment is being dissolved.

**NOW THEREFORE**, the City Council of Hooper city hereby enacts the following amendments to the following ordinances to dissolve the Board of Adjustment, appoints a hearing officer, and makes additional amendments as the Board of Adjustment is being dissolved.

**2-3-1 Compensation Of Officials**

Beginning on the 1st of January, 2004, the elected members of the City Council, the Mayor, the members of the City Planning Commission, and the members of the Board of Adjustment will be compensated by the City as follows:

1. *Mayor*: The Mayor will receive compensation of \$750.00 per month, payable at the end of each month.
2. *Council Members*: Each member of the City Council will receive \$100.00 compensation per month and \$25.00 for each city council meeting that an individual council member attends. This compensation will be paid at the end of each calendar month.
3. *Planning Commission*: Each Planning Commission Member will receive per diem compensation in the amount of \$50.00 per month and an additional \$25.00 for each planning commission meeting attended. This compensation will be paid at the end of each calendar month.
4. ~~*Board of Adjustment*: Each Board of Adjustment Member will receive per diem compensation of \$25.00 for each meeting attended. Payment will be made to each Board of Adjustment Member at the end of each month in which the Board of Adjustment meets.~~

**10-1A-1 Definitions - Zoning And Subdivision**

DECISION-MAKING BODY: The Commission, City Council, or Hearing Officer ~~Board of Adjustment~~ as set forth in this Title.

**10-5-3 Jurisdiction And Authority**

- A. *Planning and Zoning Commission*:
  1. The Commission shall have jurisdiction and authority as set out in HCC 10-5B and shall:

- a. Provide for citizen meetings, hearings, surveys, or other methods to obtain advice on the planning process, General Plan, and implementation;
  - b. Conduct informational meetings and consult with public officials and agencies, public utility companies, and civic, educational, professional, or other organizations;
  - c. Promote a public interest in and understanding of the Commission's activities;
  - d. Make recommendations to the City Council concerning the General Plan, planning process, or implementation of the General Plan; and
  - e. Enter upon any property at reasonable times to make examinations and surveys.
2. The Commission shall have the authority to act on the following applications, which require transmittals to agencies, notice to the public, and a public hearing before the Commission:  
Conditional Use
  3. The Commission shall have the authority to make a recommendation to the City Council on the following applications or petitions, all of which, except Subdivisions, shall require transmittals to agencies and cities, notice to the public, and a public hearing before the Commission:  
Annexation Amendment to the General Plan (Text or Map) Amendment to the Zoning Ordinance (Text or Map) Subdivision, Preliminary Plat and Final Plat
- B. ~~Board of Adjustment~~ Hearing Officer and Appeal Authority:
1. The ~~Board of Adjustment~~ following shall have jurisdiction and authority to hear and decide the issues below following, as further set out in HCC 10-5C, all of which shall be decided at a public meeting ~~of the Board~~:
    - a. appeals from zoning decisions applying the zoning and subdivision ordinance shall be heard by the City Council if the initial decision was made by the Planning Commission and by the Hearing Officer if the initial decision was made by the City Council;
    - b. special exceptions to the terms of the zoning ordinance shall be heard by the City Council if the initial decision was made by the Planning Commission and by the Hearing Officer if the initial decision was made by the City Council;
    - c. variances from the terms of the zoning ordinance shall be heard by the Hearing Officer;

### 10-5-5 Variances

#### A. *Process:*

1. The applicant for a variance shall submit a fee and an application in writing to the ~~City Board of Adjustment~~. Such application shall be submitted to the City on forms provided by the City and shall describe the variance requested, and present all applicable information regarding measurements and uses and, in particular, shall state how each of the requirements for a variance are met.
2. The ~~Hearing Officer Board of Adjustment~~ shall apply the standard listed in paragraph B and the required findings listed in paragraph C to review the variance.

#### B. *Standard:* The variance shall comply with HCC 10-5C-4 paragraph D.

#### C. *Required Findings:* In order to grant a variance, the ~~Hearing Officer Board of Adjustment~~ shall make the following findings consistent with HCC 10-5C-4 paragraph D:

1. The variance will not be contrary to the public interest.
2. Owing to special conditions, a literal enforcement of the provisions of the ordinance will result in unnecessary hardships and difficulties.
3. The spirit of the ordinance shall be observed.
4. Substantial justice shall be done.

5. The variance will not substantially affect the General Plan of zoning in the city.
6. Special circumstances are attached to the property covered by the application which does not generally apply to the other property in the same zone.
7. Because of special circumstances, property covered by the application is deprived of privileges possessed by other properties in the same zone, and that the granting of the variance is essential to the enjoyment of a substantial property right possessed by other property in the same zone. Variances shall not be used to circumvent the provisions of the ordinance, or to grant benefits and advantages generally denied by the ordinance.

### **10-5-7 Appeals**

- A. Any decision or action may be appealed as set forth in this Chapter. The appellant shall be an adversely affected person or entity, as defined in Utah Code § 10-9-1001.
  1. A ~~party person~~ aggrieved by a final decision or action within the jurisdiction and authority of the City may appeal to the Commission.
  2. A ~~party person~~ aggrieved by a final decision or action within the jurisdiction and authority of the Commission may appeal to the City Council or Hearing Officer ~~Board of Adjustment.~~
  3. A party aggrieved by a final decision or action of the City Council may appeal to the Hearing Officer.
  4. A ~~party person~~ aggrieved by a final decision or action of the City Council or ~~Board of Adjustment~~ Hearing Officer may seek judicial review as provided by Utah Code.
- B. Appeal procedures from decisions of the City.
  1. Appeals of written decisions shall be filed with the City within 15 days after the date of the written decision of the City, or it shall not be accepted. An application and fees, as set forth in HCC 10-5A, shall be submitted to the City on forms provided by the City.
  2. Upon notice of application for appeal, the City shall, within 10 days, transmit to the Commission the original or certified copy of the order, requirement, permit, decision, or determination of the City and any attached conditions thereto.
  3. The City shall schedule and the Commission shall consider the appeal at a public meeting.
  4. At the public meeting, the Commission shall consider the order, requirement, permit, decision, or determination of the City, and any attached conditions thereto. The Commission shall also consider any additional evidence that may be offered by the public, applicant, and/or City.
  5. The Commission may affirm, reverse, modify, in whole or in part the order, requirement, permit, decision, or determination appealed from, or make or substitute any additional conditions that in its deliberations it may find warranted.
- C. Appeal procedures from decisions of the Commission.
  1. Appeals of written decisions shall be filed with the City within 15 days after the date of the written decision of the Commission, or it shall not be accepted. An application and fees, as set forth in HCC 10-5A, shall be submitted to the City on forms provided by the City.
  2. Upon notice of application for appeal, the Commission shall, within 10 days, transmit to the City Council ~~or Board of Adjustment~~ the original or certified copy of the order, requirement, permit, decision, or determination of the Commission and any attached conditions thereto.
  3. The City shall schedule and the City Council ~~or Board of Adjustment~~ shall consider the appeal at a public meeting.
  4. At the public meeting, the City Council ~~or Board of Adjustment~~ shall consider the order, requirement, permit, decision, or determination of the Commission, and any attached

conditions thereto. The City Council ~~or Board of Adjustment~~ shall also consider any additional evidence that may be offered by the public, applicant, City, and/or Commission.

5. The City Council ~~or Board of Adjustment~~ may affirm, reverse, modify, in whole or in part the order, requirement, permit, decision, or determination appealed from, or make or substitute any additional conditions that in its deliberations it may find warranted.
  6. Appeals from the decision of the City Council shall be made within ten days of the Council decision to the Hearing Officer.
  7. Further appeals ~~from the decision of the Hearing Officer of a City Council decision~~ may be taken pursuant to the provisions of Utah Code § 10-9a-801. ~~10-9-704.~~
- D. Appeals from a decision of the ~~Hearing Officer Board of Adjustment~~.
1. Appeals shall be made as set forth in Utah Code § 10-9a-801. ~~10-9-708.~~

### **10-5C-1 Establishment Of ~~The Board Of Adjustment~~ a Hearing Officer and Appeal Authority Process**

Pursuant to the provisions and requirements of the Utah Code § ~~10-9-701~~ 10-9a-701, ~~Municipal and Use Development and Management Act~~, Municipal Land Use, Development, and Management Act, a Hearing Officer is hereby established and a clarification of various appeals is made.

### **10-5C-2 Appointment, Terms Of Office And Vacancies**

- A. ~~The board of adjustment Hearing Officer shall consist of five members and whatever alternate members the Mayor considers appropriate.~~ one Officer and one Alternate Officer.
- B. The Hearing Officer and Alternate Hearing Officer shall have extensive experience as a land use attorney.
- C. The Mayor shall, with the consideration and approval of the City Council, appoint the Hearing Officer and Alternate Hearing Officer for a term of five years.
- D. ~~The Mayor shall appoint members of the first board of adjustment to terms so that the term of one member expires each year.~~
- E. ~~No more than two alternate members may sit at any meeting of the board of adjustment at one time.~~
- F. The Hearing Officer will serve as the appeal authority for variance requests. If the Hearing Officer is unavailable, or if the City Council determines by majority vote that there is a conflict of interest with the Hearing Officer and a particular variance request, then the Alternate Hearing Officer shall serve as the Appeal Authority for the City for that particular request. The City Council shall make rules establishing a procedure for the alternate members to serve in the absence of members of the board.
- G. With the consideration and approval of the City Council, the Mayor may remove any member of the board of adjustment the Hearing Officer and/or Alternate Hearing Officer for cause if written charges are filed against the member officer(s) and provided to the Mayor and City Council. The Mayor shall provide the member officer(s) with a public hearing if requested by the member officer(s).
- H. The Mayor, with the consideration and approval of the City Council, shall fill any vacancy. The person appointed shall serve for the unexpired term of the ~~member officer~~ or alternate ~~member officer~~ whose office is vacant.

### **10-5C-3 Organization And Procedures**

The Board of Adjustment shall:

- ~~A. Organize and elect a chairperson from its members.~~
- ~~B. Adopt rules or by laws that comply with ordinances adopted by the City Council.~~
- ~~C. Meet at the call of the chairperson and at any other times that the board of adjustment determines.~~
- ~~D. Comply with the requirements of Utah Code 52-4, Open and Public Meetings at all board meetings.~~
- ~~E. Keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact and keep records of its examinations and other official actions.~~
- ~~F. File its records in the office of the board of adjustment. All records in the office of the board of adjustment are public records.~~
- ~~G. The chairperson, or in the absence of the chairperson, the acting chairperson, may administer oaths and compel the attendance of witnesses.~~
- ~~H. The concurring vote of three members of the board of adjustment is necessary to reverse any order, requirement, decision, or determination of any administrative official or agency or to decide in favor of the appellant.~~
- ~~I. Decisions of the board of adjustment become effective at the meeting in which the decision is made unless a different time is designated in the board's rules or at the time the decision is made.~~
- ~~J. The City Council may fix per diem compensation for the members of the board of adjustment based on necessary and reasonable expenses and on meetings actually attended.~~

#### **10-5C-4 Board Of Adjustment Appeal Authority, Process, Powers And Duties**

##### *A. Appeals-Appealing a Land Use Authority's Decision:*

1. ~~The board of adjustment~~ City Council shall hear and decide appeals from Planning Commission decisions applying the zoning and subdivision ordinance land use ordinances as set out in HCC 10-5-3 paragraph B. The Hearing Officer shall hear appeals from the City Council applying land use ordinances.
  - a. ~~The applicant or any other person or entity adversely affected by a decision administering or interpreting a zoning ordinance may appeal that decision applying the zoning ordinance by alleging that there is error in any order, requirement, decision, or determination made by an official in the administration or in the interpretation of the zoning ordinance.~~ The land use applicant, a board or officer of the municipality, or an adversely affected party may, within the applicable time period, appeal that decision to the appeal authority by alleging that there is error in any order, requirement, decision, or determination made by the land use authority in the administration or interpretation of the land use ordinance (State Code 10-9a-703).
  - b. Any officer, department, board, or bureau of the City affected by the grant or refusal of a building permit or by any other decision of an administrative officer in the administration or interpretation of the zoning ordinance may appeal any decision to the ~~board of adjustment~~ City Council. An appeal from a City Council decision may be made to the Hearing Officer.
  - c. ~~The board of adjustment~~ City Council shall hear and decide appeals from planning commission decisions regarding conditional use permits.
2. The person or entity making the appeal has the burden of proving that an error has been made.
3. Only decisions applying the ~~zoning and subdivision ordinance~~ land use ordinance may be appealed ~~to the board of adjustment.~~
4. A person may not appeal, and the ~~board of adjustment~~ Appeal Authority may not consider, any ~~zoning ordinance~~ land use ordinance amendments.

5. Appeals may not be used to waive or modify the terms or requirements of the zoning ordinance land use ordinance.

~~B. Routine and uncontested matters:~~

- ~~1. The Mayor may appoint an administrative officer to decide routine and uncontested matters brought before the board of adjustment.~~
- ~~2. The board of adjustment shall designate which matters may be decided by the administrative officer; and establish guidelines for the administrative officer to comply with in making decisions.~~
- ~~3. Any person affected by a decision of the administrative officer may appeal the decision to the board of adjustment as provided in this part.~~

~~C. Special exceptions: The board of adjustment shall hear and decide special exceptions as set out in HCC 10-5-3B.~~

D. Variances:

1. The ~~board of adjustment~~ Hearing Officer shall hear and decide variances from the terms of the zoning land use ordinance as set out in HCC 10-5-3B.
2. Any person or entity desiring a waiver or modification of the requirements of the zoning land use ordinance as applied to a parcel of property that he owns, leases, or in which he holds some other beneficial interest may apply to the ~~board of adjustment~~ Hearing Officer for a variance from the terms of the zoning land use ordinance.
3. Factors to be considered in granting a variance:
  - a. The ~~board of adjustment~~ Hearing Officer may grant a variance only if:
    1. literal enforcement of the zoning land use ordinance would cause an unreasonable hardship for the applicant that is not necessary to carry out the general purpose of the zoning land use ordinance;
    2. there are special circumstances attached to the property that do not generally apply to other properties in the same zone;
    3. granting the variance is essential to the enjoyment of a substantial property right possessed by other property in the same zone;
    4. the variance will not substantially affect the general plan and will not be contrary to the public interest; and
    5. the spirit of the zoning land use ordinance is observed and substantial justice done.
  - b.
    1. In determining whether or not enforcement of the zoning land use ordinance would cause unreasonable hardship under paragraph D,3,a, the ~~board of adjustment~~ Hearing Officer must find that the alleged hardship may not find an unreasonable hardship unless the alleged hardship:
      1. is located on or associated with the property for which the variance is sought; and
      2. comes from circumstances peculiar to the property, not from conditions that are general to the neighborhood.
    2. In determining whether or not enforcement of the zoning land use ordinance would cause unreasonable hardship under paragraph D,3,a, the ~~board of adjustment~~ Hearing Officer may not find an unreasonable hardship if the hardship is self-imposed or economic.
  - c. ~~In order to determine that~~ In determining whether or not there are special circumstances attached to the property under paragraph D,3,a, the ~~board~~ Hearing Officer must find that the special circumstances:
    1. relate to the hardship complained of; and
    2. deprive the property of privileges granted to other properties in the same zone.

- d. The applicant shall bear the burden of proving that all of the conditions justifying a variance have been met.
- 4. Variances run with the land.
- 5. ~~The board of adjustment Hearing Officer nor any other body may grant use variances may not grant a use variance.~~
- 6. In granting a variance, the ~~board of adjustment~~ Hearing Officer may impose additional requirements on the applicant that will:
  - a. mitigate any harmful affects of the variance; or
  - b. serve the purpose of the standard or requirement that is waived or modified.

**10-5C-5 Court Review**

- 1. Any person adversely affected by any decision of ~~a board of adjustment~~ the Hearing Officer or City Council acting as the appeal authority may petition the district court for a review of the decision as set out in Utah Code § ~~10-9a-801, 10-9-708.~~

The ~~board of adjustment~~ Hearing Officer or City Council acting as the appeal authority shall provide information to the court as provided for in the Utah Code.

**10-6A-11 Roads, Streets And Driveways**

All road, street and driveway layout and design is subject to approval of the City. All roads, streets and driveways in subdivisions shall meet the applicable requirements of the Engineering Standards available from the City. All subdivisions shall have frontage on and access to an existing public road or street.

- A. *Grading and Improvement Plan:* Roads, streets and driveways shall be graded and improved in conformance with the Hooper City Development Standards and Specifications as adopted and shall be approved as to design by the City. All Construction Drawings are required to be submitted prior to Final Plat approval. Prior to Final Plat approval the City shall make the determination as to whether each road, street or driveway is to be public or private. Such status shall be shown on the plat. At present it is the intention of the City for all subdivision streets to be dedicated public streets. However, if private streets are approved, they must be constructed to meet all requirements of public streets in the event the City is required to maintain the streets in the future.
- B. *Topography and Arrangement:* Roads, streets or driveways shall be related appropriately to the topography. All streets shall be designed to access as many building sites at, or above, the grade of the roads and streets whenever possible. Grades of roads, streets and driveways shall conform as closely as possible to the original topography with all cut and fill sections adequately stabilized and revegetated. Large cut and fill sections shall be avoided.  
 All roads and streets shall be properly integrated with the proposed system of thoroughfares and dedicated rights-of-way as established in the General Plan and Zoning Map. Streets shall be laid out to permit efficient drainage and utility systems, and to require the minimum number of streets necessary to provide convenient and safe access to property.  
 A rectangular gridiron street pattern should generally be adhered to, but the use of curvilinear streets and cul-de-sacs, shall be encouraged where such use will result in a more desirable layout. Proposed streets shall be extended to the boundary lines of the property to be subdivided, unless prevented by topography or other physical conditions, or unless in the opinion of the Planning Commission and City Council such and extension is not necessary or desirable for the coordination of the layout of the subdivision with existing development or future development of adjacent property.  
 The arrangement of roads and streets shall provide for the continuation of principal access



between adjacent properties when such continuation is necessary for convenient movement of traffic, effective safety protection, efficient provision of utilities, and where such continuation is in accordance with the General Plan. If the adjacent property is undeveloped and the road or street is proposed as a temporary dead-end road or street, the right-of-way shall be extended to the property line. A temporary turnaround shall be provided on all temporary dead-end roads or streets, with the notation on the Final Plat that land outside the normal road or street right-of-way shall revert to adjacent owners when the road or street is continued. The Planning Commission or City Council may limit the length of temporary dead-end roads in accordance with the design standards of these regulations.

Where a road or street does not extend to the boundary of the subdivision and its continuation is not required by the Planning Commission or the City Council for access to adjoining property, its terminus shall normally not be nearer than fifty (50) feet to such boundary. However, the Planning Commission or City

Council may require the reservation of an appropriate easement to accommodate drainage facilities, pedestrian traffic, snow removal/ storage or utilities.

A cul-de-sac turnaround shall be provided at the end of a permanent dead-end road or street in accordance with Hooper City Development Standards and Specifications. For greater convenience to traffic and more effective police and fire protection, permanent dead-end roads or streets shall, in general, be limited in length to six hundred (600) feet. Cul-de-sac length may be extended for unique circumstances upon obtaining an exception variance from the City Council Board of Adjustment.

- C. *Ingress and Egress*: In order to provide adequate emergency access to and from the development and proper circulation, two points of ingress and egress will be required in all subdivisions with the following exceptions:
1. Any subdivision where two points of ingress and egress are not reasonable and with no more than thirty (30) dwelling units.
  2. Subdivisions, which will be served by more than one point of ingress and egress in the future, may receive approval for more than thirty (30) dwelling units provided that no more than thirty (30) dwelling units are constructed until a second point of ingress and egress is provided, and so indicated on the Final Plat.
  3. One point of ingress to serve more than thirty (30) dwelling units may be allowed when there is no feasible or practical way to provide two points of access and the single access is approved by all applicable public and emergency service agencies.
  4. In no case will ingress and egress requirements be less than those recommended by applicable public and emergency service agencies.
- D. *Access to Highway, Arterial or Collector Streets*: Where a subdivision borders on or contains an existing or proposed highway, arterial or collector, the Planning Commission may require that access to such streets be limited by one of the following means:
1. The subdivision lots back onto the highway, arterial or collector and front onto a parallel local street with no direct access to the primary arterial or collector, and screening provided by a strip of land along the rear property line of such lots.
  2. A cul-de-sac or short loop road entered from and designed generally at right angles to such a parallel street, with the rear lines of their terminal lots backing onto the highway, arterial or collector roadway.
- E. *Road and Street Regulatory Signs*: The applicant shall erect or post acceptable guarantees ensuring placement of road and street signs required by the City Engineer. All signs shall be installed before issuance of certificates of occupancy for any residence on the streets approved. Road and street name signs are to be placed at all intersections within and abutting the subdivision, the type, design and location of which to be approved by the City Engineer. Street signs shall be designed according to City Specifications and Standards.

- F. *General Design Standards:* In order to provide for roads, streets and driveways in suitable locations, with proper width, and improvements to accommodate prospective traffic and afford satisfactory access to police, fire fighting, snow removal, sanitation, and road-maintenance equipment, and to compose a convenient circulation system and avoid undue hardships to adjoining properties, the design standards for roads, streets and driveways are hereby required to be in compliance with the Hooper City Development Standards and Specifications, and the General Plan, as adopted, or determined by the City Engineer, or Planning Commission. Generally, road, street and driveway standards are as follows:
- G. *Intersections:* Streets shall be laid out to intersect as near as possible at right angles. A proposed intersection of two (2) new streets at an angle within ten (10) degrees of perpendicular is required. An oblique street should be curved approaching an intersection and should be approximately at right angles for at least one hundred (100) feet. Not more than two (2) street shall intersect at any one point unless specifically approved by the Planning Commission and City Engineer. Proposed new intersections along one side of an existing street shall, wherever practical, coincide with any intersections on the opposite side of the street. Street jogs with center-line offsets of less than one hundred and fifty (150) feet shall not be permitted. Where streets intersect major streets, their alignment shall be continuous. Intersections of major roads or streets shall be at least eight hundred (800) feet apart. The cross-slopes on all streets, including intersections, shall be three (3) percent or less.
- H. *Exception: Variance:* When circumstances peculiar to the property exist, or if it is in the best interest of preserving the natural environment and when approved by the applicable public agencies, an exception variance to these road, street or driveway standards may be granted by the City Council Board of Adjustment.

This Ordinance shall become effective upon publication as required by law, twenty (20) days after final passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

Voting:

ATTEST:

\_\_\_\_\_  
City Recorder

Council Member \_\_\_\_\_  
 Council Member \_\_\_\_\_  
 Council Member \_\_\_\_\_  
 Council Member \_\_\_\_\_  
 Council Member \_\_\_\_\_

**RESOLUTION NO. 2024-06**

**A HOOPER CITY RESOLUTION AUTHORIZING AN INCREASE IN THE SEWER AND GARBAGE COLLECTION RATES**

**WHEREAS**, Hooper City, has operated a sewer system for many years; and

**WHEREAS**, the cost of operating the sewer has increased significantly in recent years; and

**WHEREAS**, the City must collect enough from users to pay the cost of owning and operating the sewer system; and

**WHEREAS**, Hooper City contracts with a private vendor and with Weber County for the disposition of solid waste for the residents of Hooper City; and

**WHEREAS**, the cost of collection and disposal of solid waste within the City has increased significantly in recent years;

**NOW THEREFORE**, be it resolved by the City Council of Hooper City as follows:

1. The cost of sewer service from the City will increase per residence from \$50.00 to \$66.00.
2. That the per residence cost of collection and disposal of solid waste in the City will increase from \$12.50 to \$13.50.
3. That the per residence cost of collection and disposal of recycle in the City will increase from \$5.00 to \$7.50.
4. These increases will take effect July 1, 2024.

SIGNED AND ENTERED INTO this \_\_\_\_ day of June 2024.

“CITY”  
HOOPER CITY

By: \_\_\_\_\_  
Sheri Bingham, Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

<b>Voting:</b>	<b>Yes</b>	<b>No</b>
Council Member Fowers	___	___
Council Member Hill	___	___
Council Member Northrop	___	___
Council Member Wilcox	___	___
Council Member Marigoni	___	___