

CHAPTER 21

DETACHED ACCESSORY DWELLING UNITS

SECTION:

10-21-1: Purpose And Intent

10-21-2: Use Regulations

10-21-3: General Regulations

10-21-4: Submission Of Application

10-21-1: PURPOSE AND INTENT:

A. The purpose and intent of Detached Accessory Dwelling Units (DADUs) is to integrate moderate-income housing opportunities with reasonable limitations to minimize the impact on neighboring properties, and to promote the health, safety, and welfare of the property owners and residents.

B. Requests for DADUs must be approved by staff prior to the issuance of a building permit (see section 4 below). (Ord. 2022-10, 7-21-2022, eff. 7-21-2022)

10-21-2: USE REGULATIONS:

A. Definition: for purposes of this code, defined as a subordinate single family dwelling with no partial subletting allowed, which has its own kitchen, living/sleeping area, and sanitation facilities and that is:

1. A detached structure; or
2. Above or behind a detached garage, associated with a single-family dwelling.

B. Minimum lot size: eighteen thousand five hundred (18,500) square feet.

C. Not Intended for Sale: DADUs shall not be sold separately from the primary dwelling unit. Neither the primary dwelling unit nor DADU shall be rented on a transient basis (periods less than thirty (30) days).

1. If the detached accessory dwelling unit is a rental unit, a Home Occupation business license is required. (Ord. 2022-10, 7-21-2022, eff. 7-21-2022; amd. Ord. 2023-14, 8-17-2023)

10-21-3: GENERAL REGULATIONS:

A. Owner Occupied: No DADU shall be created, established, or occupied unless the owner of the property occupies either a portion of the primary dwelling or a detached DADU on the same residential lot. For the purpose of this section, the term "owner occupied" shall be defined as full time residency within the home by the bona fide property owner(s) as shown on the Weber County tax assessment rolls, OR that possesses, as shown by a recorded deed, fifty (50) percent or more ownership in the

F. Only one DADU per property. (Ord. 2022-10, 7-21-2022, eff. 7-21-2022; amd. Ord. 2023-14, 8-17-2023; Ord. 2023-15, 9-21-2023, eff. 9-21-2023)

10-21-4: SUBMISSION OF APPLICATION:

A. Required: An application for a Detached Accessory Dwelling Unit shall be submitted to the City. A concept plan including the following information shall be submitted with the application:

1. Proposed dimensions and location on the property;
2. Utility plan;
3. Off-street Parking for primary dwelling and DADU; and,
4. A description of architectural elevations and floor plans (bedrooms, bathrooms, etc.) demonstrating the general design of the DADU.

(Ord. 2022-10, 7-21-2022, eff. 7-21-2022; amd. Ord. 2023-14, 8-17-2023)

CHAPTER 22

INTERNAL ACCESSORY DWELLING UNITS

SECTION:

10-22-1: Internal Accessory Dwelling Unit

10-22-1: INTERNAL ACCESSORY DWELLING UNIT:

- A. Permits for internal Accessory Dwelling Units shall be authorized in all residential and agricultural zones.
- B. Applicant will obtain an Internal Accessory Dwelling Unit permit and inspection from the city before offering for rent an internal accessory dwelling unit.
- C. The primary owner of the residence must reside in the residence that contains an internal accessory dwelling unit.
- D. No more than one accessory dwelling unit may exist within a single-family dwelling.
- E. Accessory Dwelling Units shall comply with all applicable building, health, and fire codes in effect at the time the accessory dwelling unit is constructed, created or subsequently remodeled.
- F. Internal accessory dwelling units shall be designed in a manner that does not change the appearance of the primary dwelling as a single-family dwelling.
- G. Internal accessory dwelling units shall provide adequate parking on approved surfaces regardless of whether the primary dwelling is existing or new construction.
- H. There shall be no on street parking for those occupying an internal accessory dwelling unit.
- I. Internal accessory dwelling units are prohibited in mobile homes and in homes served by a failing septic tank.
- J. Plain City prohibits the rental or offering for rent of an internal accessory dwelling unit for a period of less than thirty (30) consecutive days.
- K. Violation of this chapter may result in penalties, fines, and liens as outlined by law. (Ord. 2022-06, 5-5-2022)

Tammy Folkman

From: Jacob Hansen <jacob@hansenplanninggroup.com>
Sent: Tuesday, April 15, 2025 11:35 PM
To: Tammy Folkman; Diane Hirschi
Subject: Re: Planning Meeting minutes
Attachments: Subdivision Code Edits (HPG) Draft 4 (April 15).docx; [changes since last draft] Subdivision Code Edits (HPG) Draft 4 (April 15).pdf; Heber city development agreement.pdf

Tammy,

Here are those edits the commission wanted. I have a conflict on the 24th, but hopefully the hearing goes smoothly! I'll be ready to revise if they make a recommendation subject to edits.

Expiration timeline:

I added a new paragraph to 11-9-4. It says that development agreements automatically terminate in 10 years. I also added some explanation about what happens when the agreement terminates. My idea is that the parts of the land that are already built out should retain whatever land use approvals they already have at that point, but that the developer will need a new agreement to proceed with developing any undeveloped land when the agreement terminates.

I did not include a 5-year review period (we still can if you want) because I think a better approach will be to use a milestone system in the agreement that requires the developer to follow. We can use the agreement to describe phases of approvals, so that the developer only gets permission to develop phase 2 once the developer has done everything they're supposed to in phase 1, etc. The city will be able to monitor the development and sign off on each phase. If the developer doesn't meet a milestone, we could have the whole development agreement terminate, or maybe go into a probationary period where the city has requirements for the developer to get back on track.

Overall, I would recommend saving a lot of the deadlines for the agreement itself, where we can be creative based on the needs of the project. A 10-year stopping point in the code can still be good, but something to keep in mind is that the developer will probably want a longer time period. I did a little digging, and found the attached development agreement with Heber City. It has a timeline of 40 years, with an extension of an additional 10 years if the developer is on good behavior (see page 14). That development was for almost 9,000 acres, and is probably very different from what the Jacksons are thinking, but it might mean that 10 years is on the short side.

What happens if the developer dies?

In answer to Commissioner Ortega's question: if the owner of a business passes away, whether the agreement is still valid depends on who exactly the agreement is between. I think that 99% of developers will use their business entity as their party to the contract. So the way the ordinance is currently written, if the agreement is only between Plain City and the business, then the owner dying doesn't change anything. The owner's estate would take over ownership of the business, but the business would still have development rights. I added "named parties" to the ordinance to hopefully clarify this.

consideration of their application. Extensive revisions caused by the TRC comments or by voluntary action of the applicant, may require additional TRC meetings.

C. Timetables: Critical path preliminary plat processing project timetables, including monthly preliminary plat application deadlines, TRC meeting dates, required resubmittal dates and Land Use Authority meeting dates are established and maintained by the City Recorder's Office. (Ord. 2017-14, 12-7-2017, eff. 12-8-2017)

D. TRC Defined: The Technical Review Committee is a committee with membership determined by the Mayor from time to time. The members of the TRC may include City staff and officials as well as outside consultants and professionals on contract with the City.

11-3-4: PRELIMINARY PLAT:

A. General: The preliminary plat shall be prepared in ink by a licensed land surveyor or engineer of a convenient scale not more than one hundred feet to an inch (1" = 100'), and the sheets shall be numbered in sequence if more than one sheet is used and shall be of such size as is acceptable for filing in the Office of the County Recorder. The preliminary plat shall:

1. Be accompanied by a minimum of seven (7) eleven-inch by seventeen-inch (11" x 17") copies of the preliminary plat as described in these regulations and seven (7) eleven-inch by seventeen-inch (11" x 17") sets of aerial maps, with each set including two (2) maps: one map showing a close up of the subdivision (with legend included) and the second map showing approximately one thousand feet (1,000') around the boundaries of the subdivision in all directions. The applicant must also provide a digital file of these documents.

2. Be presented to the City Recorder at least thirty (30) days prior to a regular meeting of the commission. This thirty (30) day period is necessary to allow the Planning Commission and designated consultants time to review the plat and prepare for its consideration at a regular meeting held for such purpose.

B. Features: The preliminary plat shall contain the following:

1. The location of property with respect to surrounding property and streets, the names of all adjoining property owners of record, or the names of adjoining developments and the names of adjoining streets.

2. The location and dimensions of all boundary lines of the property to be expressed in feet and decimals of a foot.

3. The location of existing streets, easements, water bodies, streams and other pertinent features such as wetlands, buildings, parks, cemeteries, drainage ditches, irrigation ditches, fences, bridges, etc., as determined by the Planning Commission.

4. The location, width and details of all existing and proposed streets, curbs, gutters, sidewalks, easements, alleys, other public ways and easements and proposed street rights-of-way and building setback lines.

aforesaid shall be approved by the City Council and City Attorney and shall be filed with the City Recorder. The ten percent (10%) improvement guarantee amount will be held for one year beyond the date of conditional final acceptance of improvements.

2. Financial Institution Bond - An agreement with a financial institution federally or state insured to release certain construction funds upon approval by the City. The amount of the bond shall be equal to the cost of improvements required plus ten percent (10%) as estimated by the developer and approved by the City Engineer conditioned for the installation of said improvements within two (2) years from the date the final plat is recorded. The ten percent (10%) improvement guarantee amount will be held for one year beyond the date of conditional final acceptance of improvements.

~~—3. Development and Escrow Agreements: A development agreement and escrow agreement shall be provided for all subdivisions after final approval and prior recording.~~

B. Default: In the event the developer defaults, fails or neglects to satisfactorily install the required improvements within two (2) years from the date the final plat is recorded, the City may declare the escrow deposit forfeited, and the City may install or cause the required improvements to be installed using the proceeds from the collection of the escrow to defray the expense thereof. The developer may apply to the Plain City Council for an extension of time of one year, with additional one year extensions after the first extension. The Plain City Council may grant this request upon proof of difficulty. Said extensions shall be subject to adequate security for the completion of said improvements being made by increasing the amount of the escrow account, if necessary. The City Council may require certain improvements to be completed before an extension is allowed. (Ord. 2017-14, 12-7-2017, eff. 12-8-2017; amd. Ord. 2023-06, 4-6-2023, eff. 4-6-2023)

11-4-2: INSPECTION OF IMPROVEMENTS:

A. General Procedure: The City Public Works Director, or the City Engineer, shall provide the inspection of required improvements during construction and ensure their satisfactory completion. If they find, upon inspection, that any of the required improvements have not been constructed in accordance with the City's construction standards and specifications, the applicant shall be responsible for completing the improvements.

B. Reduction Of Escrow Funds: The City shall not release nor reduce escrow funds on any required improvement until the developer provides a statement for monies requested, signed by the City Engineer and or City Public Works Director noting the improvements have been satisfactorily completed. In no event shall escrow funds be reduced below ten percent (10%) of the principal amount.

C. Punch List Items: The City Inspector will complete final inspection and produce a punch list of items that need to be completed or replaced before the Project/subdivision will be granted conditional final by city council. Once developer/contractor receives the punch list from the city all items listed will need to be completed within sixty (60) days. After the sixty (60) days the punch list will be null-and-void and a new final inspection and

The purpose of this Chapter is to comply with Utah Code §10-9a-604-604.9 and increase administrative efficiency in reviewing subdivision applications. (Ord. 2024-03, 3-7-2024)

11-8-2: SCOPE OF APPLICABILITY:

A. This Chapter applies to all subdivision-related applications or petitions where the intended use is one- or two-family residential dwellings, including townhomes and duplexes. This Chapter does not apply to applications or petitions for other uses. (Ord. 2024-03, 3-7-2024). This Chapter also does not apply to proposals to subdivide land through a development agreement of the type described in and governed by Chapter 11-9. (Ord. 2024-03, 3-7-2024)

11-8-3: INTERPRETATION AND CONFLICT OF LAWS:

Where any provision in this Subdivision Chapter conflicts with state law, state law shall prevail. Where any provision in this Subdivision Chapter conflicts with other ordinances enacted by the City, the provisions in this Subdivision Chapter shall prevail unless the City intended such conflicting ordinances not in this Chapter to amend this Chapter. (Ord. 2024-03, 3-7-2024)

11-8-4: DEFINITIONS:

The following words and phrases, as used in this Chapter, shall have the following meanings. Words and phrases not defined here have the meaning expressed elsewhere in this Title or, if not defined in this Title, the meaning defined by state law:

IMPROVEMENT PLAN: A plan to complete permanent infrastructure on the subdivision that is essential for the public health and safety or that is required for human occupation and that an applicant must install in accordance with public installation and inspection specifications for public improvements and as a condition of recording a subdivision plat.

LAND USE APPLICATION: An application required by the City and submitted by a land use applicant to obtain a land use approval; this does not mean an application to enact, amend, or repeal a land use regulation.

LAND USE AUTHORITY: An individual, board, or commission appointed or employed by a municipality to make land use decisions.

PLAT: An instrument subdividing property into lots as depicted on a map or other graphic representation of land that a licensed professional land surveyor makes and prepares in accordance with §10-9a-603 or § 57-8-13 of Utah State Code (as amended). (Ord. 2024-03, 3-7-2024)

the approved final plat until such improvements are completed or assured in compliance with City ordinances and the approved improvement plan.

B. An approved plat not properly recorded within the timeline specified in 11-8-12 (A) is void, unless the Land Use Authority approves an extension. (Ord. 2024-03, 3-7-2024)

C. As required under the City Building Code (9-1-3), the City shall not issue a building permit for the construction of buildings or other private improvements in a subdivision until:

a. The approved final plat is properly recorded with the County Recorder's Office;
and

b. All public improvements required by City ordinances or contemplated in the approved improvement plan are completed.

CHAPTER 9

DEVELOPMENT AGREEMENTS

11-9-1: PURPOSE

A. The purpose of the development agreement process described in this Chapter is to provide the City with a method of offering exceptions to existing City land use, infrastructure, and subdivision requirements in order to attract unique development opportunities that:

a. Align with the General Plan;

b. Improve more than 100 acres; and

c. Offer extreme benefits to the City.

11-9-2: DEFINITIONS

As used in this Chapter 9:

A. "Developer" means any individual or entity seeking a development agreement, including property owners, professional developers, and agents of the same.

B. "Development Agreement Proposal" and "Proposal" mean a formalized draft of a contract, not yet accepted by all parties, prepared for signing and intended as an offer by the developer to the City or vice versa. These terms do not refer to any Preliminary Materials.

C. "Preliminary Materials" means concept plans and maps, term sheets, and other documents intended as tools for discussing the feasibility of a project and negotiating the basic terms of a Development Agreement Proposal.

11-9-3: FORM

A development agreement is a contract between the City and the Developer who proposes the agreement. Subject to any applicable federal, state, and county regulations, a development agreement may bestow exceptions to City ordinances.

11-9-4: LIMITATIONS

- A. The City may reject a Development Agreement Proposal at any time before approval and for any reason, whether political or technical. Developers are not entitled to Proposal approval, even for applications that comply with existing City ordinances, that have been extensively discussed by the City, or that the City initiated.
- B. If the City rejects a proposal to enter into a development agreement, the Developer may pursue approval of the project by complying with City ordinances and submitting the required land use and subdivision applications individually and in compliance with all existing federal, state, county, and City standards.
- C. In accordance with Utah Code §10-9a-532(2), development agreements are void to the extent that they:
 - a. Limit the City's future authority to enact land use regulations or other ordinances and rules that are necessary and proper to protect property in the City or to promote the health, safety, prosperity, morals, peace and good order, comfort, and convenience of the City and its inhabitants; or
 - b. Require the City to change the zoning designation of any land in the future.
- D. In accordance with Utah Code §10-9a-532(2)(f), development requirements, regulations, or controls described in a development agreement do not run with the land and are enforceable only against the named parties to the contract.
- E. Expiration: Each development agreement shall terminate no later than 10 years after the day the agreement is executed. Upon termination of the agreement, all vested rights under the agreement held by the Developer or other private parties and concerning undeveloped or partially developed parcels shall terminate. All vested rights under the agreement shall continue on fully developed parcels. After the agreement terminates, the Developer may submit a new Proposal to continue developing any undeveloped or partially developed parcels. This paragraph shall be interpreted as an addition to any termination effects or breach of contract remedies described in the agreement. [H1]

11-9-5: CITY COUNCIL APPROVAL

- A. The City Council is solely authorized to enter into development agreements with private parties and public entities:
 - a. Through a majority vote of the Council, evidenced by the Mayor's signature on a Development Agreement Proposal;
 - b. Following a public hearing and recommendation by the Planning Commission;

- c. After reviewing any applicable staff reports;
 - d. After ensuring that adequate public notice was achieved for the above actions;
 - e. After the developer has paid all fees and outstanding invoices from the City; and
 - f. In accordance with Utah Code §10-9a-532, as amended.
- B. The City Council may amend any Development Agreement Proposal before entering in to the development agreement. The City Council may accept, revise, or reject any Proposal terms suggested by a Developer, the Planning Commission, or the TRC.
- C. The City Council may review a Proposal indefinitely.



DEVELOPMENT AGREEMENT PROCEDURE: OVERVIEW



11-9-6: REQUIRED RETAINER AND CITY REVIEW FEES

- A. A Developer seeking a development agreement shall be liable to reimburse the City for the City's personnel costs incurred in reviewing and revising Preliminary Materials and Development Agreement Proposals. The City's personnel costs include the time of City employees and outside consultants, engineers, and contractors, assessed at the City's standard hourly rates.
- B. Before the City reviews any Preliminary Materials or Development Agreement Proposal, the Developer must:

- a. Provide a retainer to the City of at least \$20,000.00; and
- b. Acknowledge in writing the City's applicable hourly rates and authorize the City to reimburse itself from the retainer at said hourly rates.
- C. The Developer must promptly replenish the retainer to its original amount at any time that the retainer decreases below \$4,000. Unused funds shall be returned to the Developer at the time the development agreement is signed or earlier at the Developer's request.
- D. The City's use of retained funds does not entitle the Developer to City approval of any Proposal. In reimbursing the City under this Section and in paying any other fee required by the City, the Developer proceeds at the risk that the City may reject any Proposal at any time.

11-9-7: OPTIONAL TERM SHEET AND CONCEPT PLAN/MAP REVIEW

- A. The Technical Review Committee (TRC), Planning Commission, and City Council may produce or review Preliminary Materials and provide comments on the same to a Developer. These Preliminary Materials and City comments on, concurrence with, or suggestions based on the same shall not in any way be construed as binding against the City.

11-9-8: TRC REVIEW AND REPORT

- A. Upon the City's receipt of a Development Agreement Proposal, the Technical Review Committee shall review the Proposal for feasibility and desirability and compile all comments into a report for review by the Planning Commission and City Council.
- B. The TRC may discuss the Proposal with the Developer to request information or suggest changes. The TRC may consider comments from outside consultants contracted with the City and any City staff member or affected entity.
- C. Once the report is complete, or upon request by the Planning Commission or City Council, City staff shall schedule the Proposal for consideration at the next Planning Commission meeting for which adequate public notice can be achieved.

11-9-9: PLANNING COMMISSION RECOMENDATION

- A. The Planning Commission shall review all Development Agreement Proposals and shall provide a recommendation on the same to the City Council. The recommendation may be for, against, or for with modifications and must include all written and oral objections received from the public.
- B. Before providing its recommendation, the Planning Commission shall hold a public hearing and consider all written and oral objections received at the public hearing.

11-9-10: PUBLIC NOTICE

All public meetings and hearings by the City to consider a Development Agreement Proposal must be noticed as if the meetings and hearings were intended to adopt or amend a land use regulation under Utah Code §10-9a-205.

11-9-11: RECORDING

City staff shall cause any fully executed development agreement to be recorded in the County Recorder's Office.

Heber City

Laws that are updates or amendments to subdivision standards, building, plumbing, mechanical, electrical, dangerous buildings, drainage, Heber City Engineering Standards and Specifications or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet compelling concerns related to public health, safety or welfare. Notwithstanding the forgoing, the City shall not be entitled to change the street standards set forth in Section 9.8 of this MDA.

4.2.3.3. *Taxes.* Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, and Persons similarly situated.

4.2.3.4. *Fees.* Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

4.2.3.5. *Countervailing, Compelling Public Interest.* Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. §10-9a-509(1)(a)(i) (2008).

4.3. Term of Agreement. The term of this MDA shall commence on the Effective Date and continue for a period of forty (40) years (the "Term"). The Term may, at Holding's option, be extended for an additional ten (10) years, provided Holdings is not in material default of any provisions of this Agreement and after providing the City with not less than six (6) month notice. Unless otherwise agreed between the Parties, Holdings vested rights and interests set forth in the MDA shall expire at the end of the Term, or as the Term may be extended by the Parties. Upon termination of this MDA for any reason, the obligations of the Parties to each other shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to the expiration of the Term or termination of this MDA shall be rescinded or limited in any manner, nor will any rights or obligations of Property Owners or the City intended to run with the land be terminated.

TITLE 9
BUILDING REGULATIONS

CHAPTER 1
BUILDING CODE

SECTION:

9-1-1: Building Codes Adopted

9-1-2: Building Official

9-1-3: Building Permit Required

9-1-4: Fee Schedule

9-1-5: Ditches

9-1-6: Limitation On Plan Check Fees

9-1-7: Penalty; Exception

9-1-1: BUILDING CODES ADOPTED:

A. Adopted: Pursuant to the terms of Utah Code Annotated section 58-56-4(2) and Utah administrative code section R156-56-701, the city hereby adopts the international building code (IBC), as modified by chapter 11 of the supplement to the international building code, promulgated by the International Code Council, and amendments thereto as adopted under the Utah administrative code, together with standards incorporated into the IBC by reference, including, but not limited to, the international energy conservation code (IECC) promulgated by the International Code Council and the international residential code [1](#) (IRC) promulgated by the International Code Council. (1982 Code § 9-531; amd. Ord. 2002-05, 4-18-2002, eff. 4-18-2002; 2003 Code)

B. IBC Amendments: The IBC adopted in subsection A of this section is amended by the statewide amendments contained in Utah administrative code section R156-56-704. All of those amendments included in said section R156-56-704 are hereby incorporated into this section by this reference.

C. Update Of Amendments: The amendments adopted in subsection B of this section shall be automatically updated whenever additional amendments are adopted by the division of occupational and professional licensing and/or the uniform building code commission pursuant to their authority under Utah Code Annotated sections 58-56-4(4) and 58-56-7, and added to the amendments included in Utah administrative code section R156-56-704 as referenced herein.

D. Exemptions: Structures used in relation to tilling of soil, raising of crops or keeping or raising domestic animals for the purpose of food production and which are not occupied by

human beings are exempt from the permit requirements of the IBC. Construction, expansion, maintenance, repair or replacement of such buildings are still subject to the permit requirements of the other city ordinances or codes, as applicable. (Ord. 2002-05, 4-18-2002, eff. 4-18-2002)

Notes

1. See also chapter 4 of this title.

9-1-2: BUILDING OFFICIAL:

A. Created: There is hereby created the position of building official who shall also be known as the building inspector. (1982 Code § 9-511)

B. Powers:

1. Stop Order: The building inspector shall have the power to order all work stopped on construction, alteration or repairs of buildings in the city when such work is being done in violation of any provisions of any ordinance relating thereto, or in violation of the subdivision or zoning ordinances of the city. Work shall not be resumed after the issuance of such order, except on the written permission of the inspector; provided, that if the stop order is an oral one, it shall be followed by a written stop order within one hour. Such written stop order may be served by any peace officer or other authorized person. (1982 Code § 9-512)

2. Entry: The building inspector shall have the power to enter into any building or the premises where the work of altering, repairing or constructing any building or structure is going on, for the purpose of making inspections at any reasonable hour, pursuant to any of the provisions of this title. (1982 Code § 9-513)

C. Duties: The building inspector shall, in addition to all other duties imposed on him by the city: (1982 Code § 9-514)

1. Enforce the provisions of the building code. (1982 Code § 9-514; amd. 2003 Code)
2. Inspect all buildings, structures, ditches, signs, fences and objects to determine their safety and effect on the persons who are within the city.
3. Until such time as a plumbing inspector is appointed or designated, the building inspector shall be responsible for enforcing chapter 3 of this title.
4. Review all building permit applications for new construction or substantial improvements to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in a location that has a flood hazard, any proposed new construction or substantial improvement (including prefabricated and mobile homes) must:

- a. Be designed (or modified) and anchored to prevent flotation, collapse or lateral movement of the structure;
 - b. Use construction materials and utility equipment that are resistant to flood damage; and
 - c. Use construction methods and practices that will minimize flood damage.
5. Review subdivision proposals and other proposed new developments to assure that:
- a. All such proposals are consistent with the need to minimize flood damage;
 - b. All public utilities and facilities, such as sewer, gas, electrical and water systems are located, elevated and constructed to minimize or eliminate flood damage;
 - c. Adequate drainage is provided so as to reduce exposure to flood hazards; and
 - d. Ensure that public improvements required by City ordinances or contemplated in an applicable subdivision improvement plan approved by the City are completed before work on any buildings or other private improvements begins.
6. Require new or replacement water supply systems and/or sanitary sewage systems to be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters, and require on site waste disposal systems to be located so as to avoid impairment of them or contamination from them during flooding. (1982 Code § 9-514)

9-1-3: BUILDING PERMIT REQUIRED:

A. Application And Plans:

1. A building permit shall be secured from the city recorder on written application accompanied by plans and specifications in duplicate, which plans must conform to the structure and design requirements of the building code, as a minimum.
- A. Where an applicant seeks a building permit to begin construction on buildings or other private improvements on lots in a subdivision, the City shall withhold said permit until:
1. The applicable final subdivision plat approved by the City is properly recorded with the County Recorder's Office; and
 2. All public improvements required by City ordinances or contemplated in the applicable subdivision improvement plan approved by the City are completed.
2. Any permit issued under this chapter may be withheld, suspended or revoked if any contractors or subcontractors fail to obtain the necessary license required herein.

3. The building inspector may issue a written certificate of exception which may be submitted to the city recorder in lieu of an engineer's statement if such permit is based on approval or authority consistent with the building code. (1982 Code § 9-522; amd. 2003 Code)

B. Variations Of Plan Prohibited: No material variation from the approved plan shall be allowed unless such variations shall first have been approved in writing by the building inspector. (1982 Code § 9-524)

C. Approval Of Plan: The application and plans shall be forwarded from the city recorder to the building inspector, who shall review the plan to determine whether the proposed construction or alteration conforms to the building codes and ordinances of the city. The building inspector shall return the plans to the city recorder within ten (10) days with the statement "approved" if the plans do conform or "disapproved" if the plans do not conform. If the plans are disapproved, the reasons therefor shall be annexed to the plans. Upon receipt of an approved plan, the city recorder shall issue a permit to the applicant, together with one set of the approved plan. One set of the plans shall be retained by the building inspector. The building inspector may revoke at any time a permit which has been issued for any building constructed or being constructed or which would be or result, if constructed, in violation of any ordinance of the city. A copy of the permit shall be forwarded to the Weber County assessor's office. (1982 Code § 9-523)

9-1-4: FEE SCHEDULE:

Fees authorized in the IBC for inspections, permits, certificates and other purposes shall be governed by table 1-A of the 1997 edition of the uniform building code promulgated by the International Conference of Building Officials, or as may otherwise be adopted by the state. (Ord. 2002-05, 4-18-2002, eff. 4-18-2002)

9-1-5: DITCHES:

A. Engineer Approval Required: No ditch, drain or other waterway through which ground or surface waters from any source whatsoever collects or passes shall be piped, culverted or in any manner filled in without the approval of the city engineer. This includes ditches which are presently piped or otherwise enclosed which may be opened for any purpose.

B. Conformance: The project shall be completed under the direction of the city engineer and shall conform to all specifications that the city engineer shall establish.

C. Permit Required: Before any person places piping, culverts, or in any manner fills in any said ditches, drains or waterways, he shall obtain a permit from the city recorder. (1982 Code § 9-526)

D. Fee For Permit: The city recorder shall collect a fee for the permit in such amount as established by resolution of the city council, which amount may be changed by resolution at the discretion of the city council.

E. Penalty: Any person who violates this section shall be guilty of a class B misdemeanor, subject to penalty as provided in section 1-4-1 of this code. (1982 Code § 9-526; amd. 2003 Code)

9-1-69-1-6: LOT GRADING AND DRAINAGE REQUIREMENTS

Before the city may issue a building permit for the construction of a primary dwelling on a residential lot, the lot shall be graded such that (1) the lot elevation generally matches that of all adjacent lots and (2) the slope of the lot mitigates against water runoff into adjacent lots. All water runoff on a lot must be either contained on the lot or conveyed onto the street or to an approved drainage facility or easement. These requirements are in addition to all drainage and grading requirements in the State Building Code (see e.g., IBC 1109.4 (Drainage Across Property Lines)).

9-1-7: LIMITATION ON PLAN CHECK FEES:

The city's fees for reviewing and approving plans for commercial or residential buildings shall be the lesser of:

A. The city's actual cost of performing the review; or

B. Either:

1. In the case of commercial buildings, sixty five percent (65%) of the amount the city has charged for the building permit; or

2. In the case of residential buildings, sixty five percent (65%) of the amount the city has charged for the building permit.

C. The city's fees for reviewing and approving identical plans shall be the greater of:

1. The city's costs of ensuring that the plans are identical and reviewing and approving minor variations between the two (2) identical buildings; or

2. One hundred dollars (\$100.00). (Ord. 2002-05, 4-18-2002, eff. 4-18-2002)

9-1-78: PENALTY; EXCEPTION:

A. It shall be a class C misdemeanor, subject to penalty as provided in section 1-4-1 of this code, for any homeowner and a class B misdemeanor, subject to penalty as provided in section 1-4-1 of this code, for any person who receives payment or anything of value to construct or alter any building or structure, except a fence, without first securing the permit required by this chapter.

B. This section shall not apply where the retail cost of the materials used in the construction or alteration is less than five hundred dollars (\$500.00), except that it shall apply in all cases where the construction or alteration results in an enlarged structure or affects the walls of the building or structure. (1982 Code § 9-521; amd. 2003 Code)

7-1-1: PUBLIC WORKS DEPARTMENT:

A. Creation: There is hereby created a public works department, which shall have general supervision of streets, sidewalks, bridges and other public ways.

B. Director: The department shall be under the direction and control of the public works director. (1982 Code § 11-311; amd. 2003 Code)

C. Powers And Duties: The department shall:

1. Have charge of the construction, maintenance and repair of streets, sidewalks, bridges, curbs, gutters, culverts, drains, waterways and other public ways. It shall have control of all waters flowing on the streets, sidewalks and public ways, whether originating from storm, flood, drainage or irrigation waters.

2. Keep a record of and promptly investigate all complaints of defective streets, culverts, drains, ditches, sidewalks and other public ways and, when proper, repair, replace or take such action as deemed best, and shall record the action taken on each complaint.

3. Enforce the provisions of this chapter and all other ordinances relating to the maintenance and use of streets, culverts, drains, ditches, waterways, curbs, gutters, sidewalks and other public ways.

4. Repair, or cause to be repaired, all defects coming to the department's attention and take reasonable precautions to protect the public from injuries due to such defects pending their repair. (1982 Code § 11-312)

7-1-5: DISCHARGE OF WATER:

A. It shall be unlawful for any person owning, occupying or having control of any premises to fail, refuse or neglect to prevent water from the roof or eaves of any house, building or other structure, or from any other source under the control of such person, to be discharged upon the surface of any sidewalk, or **onto any neighboring property, without the legal right to do so.**

B. Discharge Of Pollutants: No person shall discharge or cause to be discharged into the city storm drain system or watercourse, any materials including, but not limited to, pollutants, or water containing any pollutants, that cause or contribute to a violation or applicable water quality standards, other than stormwater in the drain. (1982 Code § 11-365; amd. Ord. 2020-10, 10-15-2020)

C. It shall be unlawful to knowingly, intentionally or recklessly: Release or direct the flow of any water into any conveyance facilities or onto any neighboring property, without the legal right to do so.

OR

C. It shall be unlawful for any person owning, occupying or having control of any premises to fail, refuse or neglect to prevent water from the roof or eaves of any house, building or other structure, or from any other source under the control of such person, to be discharged onto a neighboring property, without the legal right to do so.

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Or

C. It shall be unlawful for any person owning, occupying or having control of any premises to fail, refuse or neglect to prevent water from the roof or eaves of any house, building or other structure, or from any other source under the control of such person, to be discharged onto a neighboring property, without the legal right to do so.