

10-8-6: LIVESTOCK AND FOWL:

A. Livestock:

—1. Restrictions:

a. ~~No livestock, horses, mules, donkeys, or llamas shall be kept or maintained closer than forty feet (40') from any dwelling, and not closer than seventy five feet (75') from any dwelling on an adjacent lot. Any barn, stable, coop, pen or permanent structure for the housing or keeping of livestock, horses, mules, donkeys, or llamas shall be kept, constructed or maintained not closer to a public street than sixty feet (60').~~

B. Fowl:

1. Conditions For Permitting Fowl:

a. Eleven thousand (11,000) to thirteen thousand nine hundred ninety nine (13,999) square foot lots:

(1) Ten (10) chickens with one rooster or twenty (20) pigeons shall be allowed. Pheasants or game birds not allowed.

(2) Accessory structures such as barns, pens, corrals, coops and runs for the keeping of fowl shall be located at least thirty five feet (35') from a dwelling on an adjacent lot, fifteen feet (15') from any dwelling on the same lot, and at least sixty feet (60') from any public street.

b. Fourteen thousand (14,000) to nineteen thousand nine hundred ninety nine (19,999) square foot lots:

(1) Maximum of fifteen (15) fowl with a combination that shall not include more than fifteen (15) chickens including one rooster with a maximum of two (2) roosters per eight (8) to ten (10) hens or similar fowl over six (6) months of age with a limit of thirty (30) fowl under six (6) months of age, three (3) geese, three (3) ducks, three (3) turkeys, two (2) peacocks or fifteen (15) pigeons. Pheasants or game birds not allowed.

(2) Accessory structures such as barns, pens, corrals, coops and runs for the keeping of fowl shall be located at least fifty feet (50') from a dwelling on an adjacent lot, twenty five feet (25') from any dwelling on the same lot, and at least sixty feet (60') from any public street.

c. Twenty thousand (20,000) to thirty nine thousand nine hundred ninety nine (39,999) square foot lots:

(1) Maximum of twenty five (25) fowl with a combination that shall not include more than twenty five (25) chickens including one rooster with a maximum of two (2) roosters per eight (8) to ten (10) hens or similar fowl over six (6) months of age with a limit of thirty (30) fowl under six (6) months of age, three (3) geese, three (3) ducks, three (3) turkeys, two (2) peacocks, twenty (20) pigeons or ten (10) pheasants or similar game birds.

(2) Accessory structures such as barns, pens, corrals, coops and runs for the keeping of fowl shall be located at least seventy five feet (75') from a dwelling on an adjacent lot, forty feet (40') from any dwelling on the same lot, and at least sixty feet (60') from any public street.

d. All residential zones over forty thousand (40,000) square foot lots:

(1) Maximum of forty (40) fowl with a combination that shall not include more than forty (40) chickens including a maximum of two (2) roosters per eight (8) to ten (10) hens or similar fowl over six (6) months of age with a limit of sixty (60) fowl under six (6) months of age, six (6) geese, eight (8) ducks, six (6) turkeys, two (2) peacocks, forty (40) pigeons, or forty (40) pheasants or similar game birds.

(2) Accessory structures such as barns, pens, corrals, coops and runs for the keeping of fowl shall be located at least seventy five feet (75') from a dwelling on an adjacent lot, forty feet (40') from any dwelling on the same lot, and at least sixty feet (60') from any public street.

e. Above five (5) acres:

(1) No specific regulations on number of fowl.

(2) Accessory structures such as barns, pens, corrals, coops and runs for the keeping of fowl shall be located at least seventy five feet (75') from a dwelling on an adjacent lot, forty feet (40') from any dwelling on the same lot, and at least sixty feet (60') from any public street.

2. Regulations: Possession of any fowl, game bird, migratory bird, or similar bird/fowl shall comply with all state and federal regulations. Potential owner shall obtain any permits/registrations required by such regulations.

3. Control And Fencing: It is unlawful for the owner of any domestic fowl, such as turkeys, ducks, geese, chickens, peacocks, or any other variety of fowl, to permit such fowl to trespass or go upon the premises of another or run at large on any public property or roadway.

4. Nuisances: All fowl must be in accordance with title 4, chapter 2, "Nuisances", of this code.

C. Grandfather Clause: Notwithstanding the foregoing, or any language in this code to the contrary, the limitations, requirements and sanctions imposed by this section do not apply to owners of livestock, horses, mules, donkeys, or llamas or fowl where such uses were in existence prior to any subsequent residential or commercial development adjacent to his/her property where such development has now created, or will create, a situation where livestock, horses, llamas, mules, donkeys or fowl will be kept or maintained closer than forty feet (40') from any dwelling, or closer than seventy five feet (75') from any dwelling on an adjacent lot. Such continuing, preexisting uses shall be deemed under this code to be in compliance with the requirements of this code if the property owner was in compliance prior to the development. (Ord. 2011-09, 8-4-2011, eff. 8-5-2011)

CHAPTER 9

DEVELOPMENT AGREEMENTS

SECTION:

11-9-1: Purpose

11-9-2: Definitions

11-9-3: Form

11-9-4: Limitations

11-9-5: City Council Approval

11-9-6: Required Retainer And City Review Fees

11-9-7: Optional Term Sheet And Concept Plan/Map Review

11-9-8: TRC Review And Report

11-9-9: Planning Commission Recommendation

11-9-10: Public Notice

11-9-11: Recording

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:

1. Align with the General Plan;
2. Improve more than one hundred (100) acres; and
3. Offer extreme benefits to the City. (Ord. 2025-09, 6-19-2025)

11-9-2: DEFINITIONS:

As used in this Chapter 9:

DEVELOPER: Any individual or entity seeking a development agreement, including property owners, professional developers, and agents of the same.

DEVELOPMENT AGREEMENT PROPOSAL and PROPOSAL: 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.

PRELIMINARY MATERIALS: 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. (Ord. 2025-09, 6-19-2025)

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. (Ord. 2025-09, 6-19-2025)

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:

1. 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

2. Require the City to change the zoning designation of any land in the future.

D. Change Of Ownership:

1. 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.

2. If a Developer who becomes party to a development agreement is not an individual (e.g., where the Developer is a partnership, corporation, LLC, trust, or other entity), the development agreement shall remain enforceable against the City only as long as the Developer, including any parent company, is owned by the same individuals who owned the Developer at the time the development agreement is entered into. Any change of ownership of Developer by merger, acquisition, stock sale, redemption, or sale of more than fifty percent (50%) of the Developer's assets shall, at the City's option, terminate the development agreement and the Developer's rights and entitlements thereunder. The City's option to terminate the development agreement for a change in Developer's ownership may be exercised by the City Council and shall be construed as an addition to any of the City's rights and remedies described in the development agreement. The Developer shall not have a right to terminate the development agreement in the case of a change of ownership described in this paragraph.

E. Expiration: Each development agreement shall terminate no later than ten (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.

F. Milestones: To the extent described in a development agreement, the City may require the Developer to meet certain milestones of development completion as a condition of Developer retaining entitlements under the agreement.

G. Amenities: To the extent described in a development agreement, the City may require the Developer to construct certain infrastructure, improvements, and community amenities and to do so prior to certain development phases. (Ord. 2025-09, 6-19-2025)

11-9-5: CITY COUNCIL APPROVAL:

A. The City Council is solely authorized to enter into development agreements with private parties and public entities:

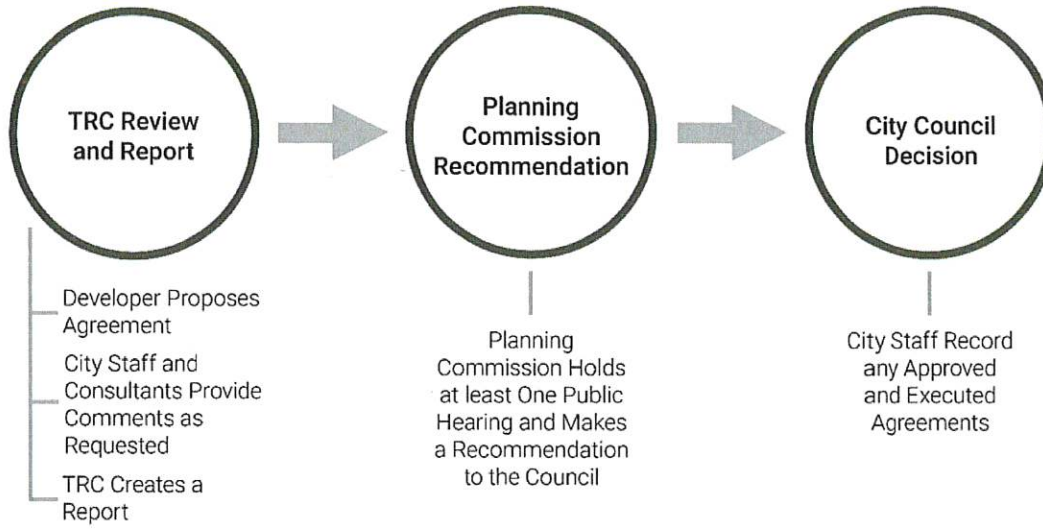
1. Through a majority vote of the Council, evidenced by the Mayor's signature on a Development Agreement Proposal;
2. Following a public hearing and recommendation by the Planning Commission;
3. After reviewing any applicable staff reports;
4. After ensuring that adequate public notice was achieved for the above actions;
5. After the developer has paid all fees and outstanding invoices from the City; and
6. 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



(Ord. 2025-09, 6-19-2025)

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:

1. Provide a retainer to the City of at least twenty thousand dollars (\$20,000.00); and
2. 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 four thousand dollars (\$4,000.00). 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. (Ord. 2025-09, 6-19-2025)

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

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. (Ord. 2025-09, 6-19-2025)

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.

(Ord. 2025-09, 6-19-2025)

11-9-9: PLANNING COMMISSION RECOMMENDATION:

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. (Ord. 2025-09, 6-19-2025)

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. (Ord. 2025-09, 6-19-2025)

11-9-11: RECORDING:

City staff shall cause any fully executed development agreement to be recorded in the County Recorder's Office. (Ord. 2025-09, 6-19-2025)

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 property, OR that, in the case of ownership by a family trust, "owner occupied" refers to a trustor of the family trust that possesses fee title ownership.

B. Address: The primary dwelling unit and the DADU shall have the same address number, but shall refer to the DADU as unit B.

C. A DADU shall comply with all building construction and fire codes found in the current International Residential Code (IRC) at the time the DADU is constructed, created or subsequently remodeled, including the obtaining of required building and other permits.

D. Utility Meters: A single-family dwelling with a detached accessory dwelling shall have one (1) but no more than two (2) meters for water, gas, and electricity utility service, and each meter shall be in the property owner's name. In the case of septic systems, the applicant must demonstrate the system has sufficient capacity for another dwelling in accordance with County Health Department requirements. Water and sewer impact fees are required when adding an DADU.

E. Development Standards: DADUs shall meet the following height, size, and setback requirements:

1. Detached Accessory Dwelling Unit shall be a permanent structure. Trailers, Mobile Homes and other moveable structures shall not be permitted as a Detached Accessory Dwelling Unit

Detached units shall have a minimum separation from the primary dwelling of 10 feet. Rear and side setbacks are the same as accessory buildings. (10-5A-4: SITE DEVELOPMENT STANDARDS)

- 2.

Minimum separation from primary dwelling	Ten (10) feet
Rear setback	same as accessory building
Side setback	same as accessory building
Corner lot side setback	same as accessory building

- 3.

Parcel Size	DADU maximum SQ FT
18,500 sq ft to 21,780 sq ft	1,000 sq ft
21,781 sq ft to 43,560 sq ft	1,250 sq ft
43,561 sq ft or larger	1,500 sq ft

3. Shall provide adequate off-street parking space with concrete or asphalt. Additional driveways and curb-cuts are permitted where there is an improved road and shall not be on the same street as an existing driveway or curb-cut on the property unless they are at least fifty (50) feet apart and meet the minimum distance for a driveway from an intersection of thirty (30) feet.

4. Exterior stairways and landings shall not encroach into a setback.

6. Detached units shall be limited to twenty-five percent (25%) of the rear yard.
7. A minimum of 25% of a DADU shall be located in the rear yard.
 - a. Rear yard shall mean an open space extending the full width of the lot, the depth of which is the minimum perpendicular distance between the rear lot line and the nearest point of the main building footprint. In the case of a corner lot, the rear yard may be opposite either street frontage.

8. Balcony and rooftop decks are not permitted

9. Windows on a Detached Accessory Dwelling Unit located above a detached garage facing adjoining properties are prohibited, unless required by building, health, and fire codes, as adopted. ~~If required, a frosted, translucent, or stained type of non-see-through window shall be installed.~~ Opaque translucent or obscured glazing shall be installed on window to prevent visual access.

10. Reference 10-8-5 (B) No dwelling shall be erected to a height less than ten feet (10') and no accessory building in a residential zone shall be erected to a height greater than twenty-five (25').

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)