

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
August 6, 2026

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, August 6, 2026 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Phil Meyer, Councilmembers Adam Favero, Jed Jenkins, Jan Wilson (via Zoom) and Luigi Panunzio (via Zoom)
Excused: Rachael Beal
Staff: Diane Hirschi, Stacy Adams
Present: Lt. Horton, Cheryl Bell, Casey Elliott, Scott Lee
Zoom: Councilmember Jan Wilson, Councilmember Luigi Panunzio, Dan Schuler, Mike Phillips, Mike Miller

Call to Order: Mayor Meyer
Pledge of Allegiance: Mayor Meyer
Invocation/Moment of Silence/Thought: Councilmember Jenkins

Approval of Minutes July 16, 2026

Councilmember Favero moved to approve the regular meeting minutes from July 16, 2026 as presented. Councilmember Jenkins seconded the motion. Councilmembers Favero, Jenkins, Wilson and Panunzio voted aye. The motion carried.

Comments: Public

None

Report from Planning Commission

Commissioner Maw provided a report on the progress of the General Plan update. He emphasized that this is a complete revamp of the general plan and a significant undertaking for the city. He has worked on a couple. He noted the collaboration of the Mike Hansen, Planning Commission, Mayor, City Council, staff and public utilizing google docs to facilitate real-time editing and transparency during the drafting process. Another work session is scheduled for Thursday, August 27th to refine the document further. Commissioner Maw gauged the current progress as being on track for a January 1st implementation.

Discussion/Motion

Casey Elliot presented a demonstration of the Peny Platform and its core features. Promoting a central source where all official City information lives, ensuring consistency across all channels. The Peny platform includes AI-assisted drafting for City related posts, documents and automated syncing with social media to streamline staff workflows. Residential tools such as Geocoded zoning and AI-assisted search functionality allowing residents to ask address-specific questions, such as setback requirements or animal allowances, based strictly on city code. The proposed cost is a flat fee of \$8,500 annually, which the representative noted calculates to approximately \$1 per resident based on the city's population. This represents a \$3,000 increase over the City's current website expenditure but the Peny Platform offers more features included in the annual fee. The Council discussed the potential benefits of the push notification system but raised questions regarding the accuracy of AI search tools for complex zoning questions. Deliberation also focused on how the platform would interface with unofficial community Facebook pages. Casey noted that 1-year, 3-year, and 5-year contract options are available, with multi-year agreements locking in the rate and protecting against software increases. The Council determined that like other contracts, legal review by the city attorney would be required before a final commitment. **Councilmember Wilson moved to table the Peny Platform App until the next meeting allowing city attorney review of the proposed contract. Councilmember Panunzio seconded the motion. Councilmembers Favero, Jenkins, Wilson and Panunzio voted aye. The motion carried.**

Motion: Approval of Business Licenses

New – Home Occupation

ECC Investments LLC	2075 N 3000 W	Eric Cox	Online Retail Sales Home Office
CG Mobile Welding, LLC	3833 W 1875 N	Colby Green	Mobile Welding, Fabrication & Repair
Michael Consulting LLC - Soft Earth Co.	2475 N 2750 W	Mary Michael	Consulting Services

New – Commercial

Perry Ice	3673 W 2600 N	Jeremiah Allen	Mobile Vendor - Shaved Ice Stand Kent's
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Councilmember Favero moved to approve the business licenses as presented. Councilmember Jenkins seconded the motion. Councilmembers Favero, Jenkins and Wilson voted aye. The motion carried.

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
August 6, 2026

Motion: Approval of Warrant Register

Councilmember Jenkins moved to approve the warrant register for 7/16/2026 – 7/31/2026 . Councilmember Favero seconded the motion. Councilmembers Favero, Jenkins, Panunzio and Wilson voted aye. The motion carried.

Report from City Council

Councilmember Favero provided an update on road infrastructure, noting that the 2200 N project is open and the 3600 W project is underway. He reported that a request for \$7 million in additional funding for the North Plain City Road project has been submitted. Also, if you haven't had a chance to go to the Weber County Fair it is underway now and go check it out.

Councilmember Wilson stated she's been in contact with Colette and the recreation department has been busy with tackle football registration which begins August 15th. Flag football is also underway and this year there is need for an additional field space. Youth basketball registration is open for kindergarten through second grade.

Mayor Meyer wanted to praise the fire department for their presence during the 24th of July fireworks at parks around the city. He also read a letter of commendation from the mayor of Washington Terrace thanking the Plain City Fire Department for their professional mutual aid response during the fire in their area. The mayor also reported on his attendance at a County Nuclear Energy Symposium, highlighting the efficiency of Small Modular Reactor (SMR) technology and its potential for providing long-term, clean energy to small municipalities.

At 7:30 p.m. Councilmember Jenkins moved to adjourn and was seconded by Councilmember Favero. The vote was unanimous.

Mayor

City Recorder

Date approved _____



Outlook

Re: Peny Order Form & Agreements

From Brandan Quinney <bkaleiq@gmail.com>

Date Wed 8/12/2026 7:51 PM

To Diane Hirschi <dianeh@plaincityutah.gov>

I don't have any major concerns with this agreement, but just a couple things to keep in mind.

- 3-year term with automatic renewal unless we provide 60-day notice of non-renewal.
- rate will adjust each year depending on the city population
- early termination is only available if Peny (or the city) materially violates the agreement and the violation isn't cured within 60 days.

Everything else is pretty standard for a website host.

Brandan

Sent from my iPhone

Order Form.

This Order Form ("Order Form") is entered into as of the date specified in Section 2 (the "Effective Date") by and between Peny, LLC, a Utah limited liability company ("Peny"), and the entity identified below ("Customer"). This Order Form is governed by the Master Services Agreement ("**MSA**") identified in Section 9. In the event of conflict, this Order Form governs only the commercial terms identified herein and does not modify the MSA unless expressly stated. Capitalized terms not defined here have the meanings set forth in the MSA.

This Order Form is binding only when signed by both parties. No purchase order, verbal commitment, email, or other informal communication will constitute an agreement unless expressly agreed to in a signed writing by both parties.

1 Customer Information.

Legal Name City of Plain City, Utah

Entity Type Incorporated Municipality

Full Legal Address 4160 W 2200 N St, Plain City, UT 84404

Full Mailing Address 4160 W 2200 N St, Plain City, UT 84404

Primary Contact.

This individual will serve as the main administrative and notice contact.

Name Diane Hirschi

Title City Recorder

Email dianeh@plaincityutah.gov

Phone 801-731-4908

Billing Contact. Same as Primary Contact. / If different from Primary Contact, complete below. If left blank, the Primary Contact will serve as the Billing Contact.

Name Diane Hirschi

Email dianeh@plaincityutah.gov

2 Effective Date. 09/01/26

3 Term.

- **Initial Term:** 36 months, beginning on the Effective Date (the "Initial Term")
- **Renewal Term:** Same as Initial Term (the "Renewal Term")

Upon expiration of the Initial Term, this Order Form will automatically renew for the Renewal Term unless either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term. Peny will send a renewal reminder to Customer's Primary Contact and any other contacts Customer has designated in writing at least one hundred twenty (120) days before the end of the then-current term. If Peny fails to send the reminder, Customer's notice of non-renewal will be timely if given at any time before the renewal date. The reminder will state the Rate that will apply during the Renewal Term.

The Initial Term is a full 36-month commitment. Fees are invoiced annually for convenience, but annual invoicing does not create an annual right to cancel. Customer's rights to end this Order Form early are limited to those in the MSA, including termination for Peny's uncured material breach (Section 3.2) and termination for non-appropriation of funds (Section 3.3).

4 Services.

Customer will receive access to the Peny Platform, Peny's cloud-based software-as-a-service solution for centralized content publishing, resident interaction, and municipal communication management, accessible via web and mobile applications for both Authorized Users and Residents. Peny may introduce updates, enhancements, or new features to the Platform from time to time. New functionality may be included in Customer's subscription or offered as an optional add-on for an additional fee. Optional add-ons apply only if Customer orders them in a signed writing. Declining an optional add-on does not reduce or degrade the functionality included in Customer's subscription.

5 Subscription Tier and Fees.

- **Per-Capita Rate:** \$1.00 (the "Rate"). The Rate is fixed for the Initial Term.

Annual subscription fees are calculated based on the Customer's current population as determined by U.S. Census Bureau estimates, not based on the number of individuals who access or use the Platform. Population will be reassessed annually, and fees will be

adjusted annually based on updated population data. A minimum annual fee of \$6,000 applies regardless of population size.

How Your Fee May Change

Your annual subscription fee is affected by two factors:

- a. **Population changes.** Each year, your fee is recalculated using the most recent U.S. Census Bureau population estimate. If your population increases, your fee increases proportionally. If your population decreases, your fee decreases proportionally.
 - b. **Rate changes at renewal.** The Rate does not increase during the Initial Term. At each Renewal Term, Peny may increase the Rate by no more than three percent (3%) over the Rate in effect during the prior term.
- **Population at Effective Date:** 9,256 (2025 U.S. Census Bureau estimate). Used for calculating Year 1 pricing only. Future reassessments will follow the methodology outlined below.
 - **First-Year Annual Subscription Fee:** \$9,256
 - **First-Year New Customer Discount:** -\$756 (see Section 10, Special Terms)
 - **First-Year Implementation Fee:** \$0

Total First-Year Fees: \$8,500

Year	Est. Population	Subscription Fee	Implementation Fee	Total
1	9,256	\$8,500 (with discount)	\$0	\$8,500
2	9,256 (est.)	\$9,256 (est.)	N/A	\$9,256
3	9,349 (est.)	\$9,349 (est.)	N/A	\$9,349

Year 2 and 3 estimates are for illustrative purposes only. The Year 2 estimate is based on the 2025 U.S. Census Estimate. The Year 3 estimate assumes a 1% population growth from Year 2. Subscription fees reflect estimated population changes at the fixed Rate. Actual fees will be based on U.S. Census Bureau population estimates available at the time of each annual reassessment.

Peny will not introduce new fees or charges applicable to Customer during the then-current term. Any usage-based fees must be expressly stated in this Order Form, including the included usage allowance and the overage rate.

Population Reassessment

Population will be reassessed annually using the most recent U.S. Census Bureau estimate available, approximately thirty (30) to forty-five (45) days before each anniversary of the Effective Date. The estimate selected by Peny within that window will be final and binding for the upcoming billing year. If the U.S. Census Bureau discontinues or materially changes its population estimate methodology, Peny may use the most comparable publicly available data source, as determined by Peny in good faith.

6 Payment Terms.

- **Billing Cycle:** Annual, invoiced no earlier than thirty (30) days before each anniversary of the Effective Date
- **Terms:** Net 30 from invoice date
- **Late Fee:** the lesser of 1.5% per month or the maximum rate permitted by law.
- **Taxes:** Customer is responsible for applicable taxes as described in the MSA.
- **Early Termination:** Fees paid prior to termination or expiration of this Order Form are non-refundable, except as expressly provided in the MSA. If this Order Form is terminated by Peny for cause under the MSA, Customer remains responsible for all fees accrued through the effective date of termination.

If Customer disputes any portion of an invoice, Customer must notify Peny in writing within fifteen (15) days of the invoice date, specifying the disputed amount and the basis for the dispute. Customer must pay all undisputed amounts by the original due date. The Parties will negotiate the disputed amount in good faith. Failure to dispute an invoice within the fifteen (15)-day period constitutes acceptance of the invoiced amount.

Payment obligations under this Order Form, including unpaid invoices, late fees, and fees for services provided prior to termination, survive expiration or termination of this Order Form.

7 Acknowledgments.

By signing this Order Form, Customer acknowledges that the Terms of Use and Privacy Policy applicable to Customer, its Authorized Users, and Residents are those posted at www.penyapp.com/legal as of the time of access or use, and may be updated from time to time, subject to Section 10.5 of the MSA with respect to any change that materially reduces Customer's rights or protections.

8 Contract Authority.

The individual signing this Order Form represents and warrants that they have full authority to bind the Customer to this Order Form and that all necessary legal, administrative, and budgetary approvals have been obtained.

If it is later determined that the signatory lacked authority or that required approvals were not obtained, Customer remains responsible for all fees for Services provided through the date of termination and for any costs incurred by Peny in reliance on this Order Form.

9 Governing MSA Version.

This Order Form is governed by Peny Master Services Agreement version v.MSA20260810. If left blank, the version in effect as of the Effective Date will apply. The MSA may be updated from time to time in accordance with its amendment provisions. The current version of the MSA is available at www.penyapp.com/legal.

10 Special Terms and MSA Exceptions.

First-Year Discount: Customer's Year 1 subscription fee is reduced by \$756. This discount applies to Year 1 only; subsequent years are priced per Section 5.

The remainder of this page is intentionally left blank.

This Order Form may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. This Order Form may be executed electronically (including via PDF, DocuSign, or scanned image), and each party agrees that such execution is valid, binding, and enforceable as if physically signed, subject to applicable law. The parties further acknowledge and agree that electronic execution reflects their mutual intent to be legally bound by this Order Form.

IN WITNESS WHEREOF, the parties have executed this Order Form as of the Effective Date.

Peny, LLC (Authorized Representative)

Customer (Authorized Representative)



Signature

Casey Elliott

Name

CEO

Title

08/10/26

Date

Signature

Name

Title

Date



Outlook

Re: WWCTC Memorandum of Understanding

From Brandan Quinney <bkaleiq@gmail.com>

Date Wed 8/12/2026 7:11 PM

To Diane Hirschi <dianeh@plaincityutah.gov>

No legal concerns with this one!

Brandan

Sent from my iPhone

MEMORANDUM OF UNDERSTANDING (MOU) INTERAGENCY AGREEMENT

This Memorandum of Understanding (MOU) is made and entered into this 11th day of August, 2026 (the “Effective Date”), by and between Weber Human Services, through the Western Weber Communities That Care (CTC) (hereinafter referred collectively to as the “Coalition”) AND Plain City (hereinafter referred to as the “City”)

I. PURPOSE AND SHARED VISION

The purpose of this MOU is to establish a collaborative partnership between Weber Human Services through Western Weber Communities That Care (CTC) and the City of Plain City to strengthen youth, families, and community well-being through evidence-based strategies that reduce substance misuse and improve protective factors.

This agreement sets forth the terms of understanding between the Coalition and the City identifying collaborative project goals, roles and responsibilities, and data sharing for the Coalition and the City partnership.

Shared goals:

1. Prevent youth substance use and misuse
2. Increase protective factors for youth and families
3. Reduce community risk factors associated with substance misuse and problem behaviors
4. Improve awareness of prevention resources and services
5. Strengthen community collaboration around prevention and wellness

II. ROLES AND RESPONSIBILITIES

A. The Coalition agrees to:

1. Coalition support
 - a. Provide the City with a single contact person throughout the terms of the MOU:
Coalition Coordinator: Nichol Blanch
 - b. Facilitate coordination among community partners
 - c. Support city leaders in understanding prevention science
2. Education and Training
 - a. Provide presentations, trainings, or educational resources as requested
 - b. Share best practices in prevention programming
 - c. Offer evidence-based prevention resources for families and youth
3. Data and Assessment
 - a. Share relevant community data and trends
 - b. Assist in identifying emerging prevention concerns
 - c. Support evaluation and outcome reporting
4. Community Engagement
 - a. Assist with prevention-related events and campaigns

- b. Provide outreach materials and messaging
 - c. Support family and youth engagement efforts
- 5. Resource Development
 - a. Share funding opportunities when available
 - b. Collaborate on grant efforts and community initiatives

B. The City of Plain City agrees to:

- 1. Leadership Representation
 - a. Designate at least one city representative or liaison to engage with Western Weber CTC
 - b. Maintain communication with coalition leadership regarding prevention-related need and priorities
City Representative/Liaison Name: **Rachael Beal**
Role/Title: **City Council Member**
- 2. Participation and Collaboration
 - a. Participate in coalition meetings when feasible (recommend quarterly and/or bi-monthly)
 - b. Share community concerns, trends, and emerging needs
 - c. Provide input on prevention priorities affecting residents
- 3. Communication Support - Assist in promoting prevention messaging and community resources through city channels such as:
 - a. City website
 - b. Newsletters
 - c. Social media
 - d. Email communications
 - e. Community bulletins
- 4. Community Engagement Support - When feasible, support coalition outreach by providing:
 - a. Booth/event space
 - b. Meeting space
 - c. Volunteer support
 - d. Event promotion
 - e. Community connection opportunities
- 5. Prevention-Friendly Environment - When appropriate, consider policies, practices, or environmental strategies that promote:
 - a. Youth safety
 - b. Healthy development
 - c. Reduced substance access
 - d. Positive community norms

III. RESOURCE COMMITMENT

1. The Parties recognize that effective prevention efforts require shared investment, collaboration, and resource support to create meaningful impact for youth and families within the community.
2. To support prevention initiatives and strengthen community engagement, the City of Plain City agrees to provide an annual contribution of:
\$1,000 per fiscal year, July 1 through June 30, (or as approved by the City Council through annual budget allocation). This contribution will support Western Weber CTC in planning, implementing, and sustaining evidence-based prevention programming, education, and community outreach efforts.
3. Financial contributions may be used to support activities within the community such as:
 - a. Youth prevention initiatives
 - b. Parent education events
 - c. Community awareness campaigns
 - d. Prevention materials and resources
 - e. Evidence-based family programming
 - f. School and community engagement efforts
4. In return, Western Weber CTC agrees to, through the partnership developed with the City, collaborate with the City to support and sponsor agreed-upon city events, initiatives, or activities that align with youth development, prevention, and community wellness goals.
 - a. Annual deliverables:
 - i. Participate in ____ city-sponsored events annually
 - ii. Provide ____ prevention education opportunity for families/youth
 - iii. Develop and provide prevention materials/resources for community distribution
 - iv. Annual update to city leadership
 - v. Other: _____
5. Western Weber CTC agrees to recognize the City of Plain City as a Community Prevention Partner through appropriate acknowledgement, which may include:
 - a. Event recognition
 - b. Coalition presentations
 - c. Social media acknowledgement
 - d. Newsletter or promotional recognition
 - e. Community partnership materials
6. Annual contribution review
 - a. The parties agree to review activities annually to ensure contributions are supporting mutually beneficial prevention efforts and community priorities.
 - b. Specific events, sponsorship opportunities, and deliverables will be determined collaboratively each year based on:
 - i. City needs
 - ii. Community priorities
 - iii. Coalition capacity
 - iv. Event calendars

IV. COMMUNICATION AND MEETINGS

1. The parties agree to maintain regular communication to support collaborative efforts.
2. Recommended communication includes:
 - a. Quarterly check-ins
 - b. Coalition meeting participation
 - c. Annual partnership review
 - d. Timely sharing of community concerns and opportunities

V. DATA SHARING AND EVALUATION

1. The parties agree to use data and evaluation to strengthen prevention efforts. This may include:
 - a. Reviewing community trends
 - b. Tracking outreach efforts
 - c. Measuring participation and impact
 - d. Identifying future priorities
2. Indicators of success may include:
 - a. Increased community awareness
 - b. Increased participation in prevention activities
 - c. Stronger family engagement
 - d. Improved protective factors for youth

VI. TERM AND TERMINATION

1. This MOU becomes effective on the date of final signatures and remains in effect for:
 - a. 1 year _____
 - b. 2 years _____
 - c. 3 years _____
 - d. Other _____
2. Either party may terminate this MOU with **30 days written notice**

VII. STATEMENT OF PARTNERSHIP

By signing this MOU, both Parties affirm their shared commitment to build a healthier, safer, and more connected community for youth and families.

The Parties acknowledge that prevention is a shared responsibility and that collaborative action strengthens community impact.

SIGNATURES

WESTERN WEBER COMMUNITIES THAT CARE

Name: _____

Title: _____

Signature: _____

Date: _____

CITY OF PLAIN CITY

Name: _____

Title: _____

Signature: _____

Date: _____

NOTICE OF DECISION

Plain City, Weber County, Utah

On **August 13, 2026** the Plain City Planning Commission recommends

☒ Approval, ☐ *Approval with condition(s), ☐ Disapproval, ☐ Tabled ☐ Denied
of an application for **rezone of property at approx. 3600 W 1975 N from RE-20 to RE-15, parcels 15-010-0003, 15-010-0004.**

received from (Applicant): **R&K Properties (Amy Roskelley)**

This Notice of Decision formally concludes the Planning Commission's involvement with the application for the above-mentioned land use case. Copies of the Order are available at City Hall.

Applications that have been deemed complete and have not been pursued with reasonable diligence before the appropriate board shall expire after six (6) months. The applicant will have to submit a new application and fees to restart the process, subject to all new zoning restrictions and subdivision regulations then in existence. Any party of record may appeal this decision to the City Council within 10 days of the Order approval date.



City Official

*Condition(s)/Notes:

Commissioner Ortega motioned to recommend to city council approval for the rezone of property at approx. 3600 W 1975 N from RE-20 to RE-15. Commissioner Ableman seconded the motion. Commissioners Ableman, , Westergard, Ortega and Chairman Maw voted aye.

R&K Properties, LC REZONE
Approximately 3600 W 1975 N
Parcel No(s): 19-035-0026, 19-035-0017,
15-010-0003, 15-010-0004
RE-20 to RE-15

ORDINANCE

AN ORDINANCE AMENDING THE ZONING MAP AND THE UNIFORM ZONING ORDINANCE OF THE CITY OF PLAIN CITY TO RECLASSIFY RESIDENTIAL PROPERTY FROM AN RE-20 ZONE TO AN RE-15 ZONE. THIS PROPERTY IS LOCATED APPROXIMATELY 3600 W 1975 N.

Upon consideration of the petition to rezone the hereinafter described real property and the recommendations of the Plain City Planning Commission, and after public hearing on said petition,

THE CITY COUNCIL OF THE CITY OF PLAIN CITY HEREBY ORDAINS:

1. The zoning map of Plain City, Utah, is amended to reclassify the following described property as RE-15:

Parcel ID 19-035-0017

PART OF THE SOUTHEAST QUARTER SECTION 33, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH: BEGINNING 22.5 RODS WEST OF SOUTHEAST CORNER OF SOUTHEAST QUARTER OF SAID SECTION 33; THENCE NORTH 162 FEET TO CORPORATE LIMIT LINE OF PLAIN CITY; THENCE NORTH 89°01'17" WEST 48 RODS; THENCE SOUTH 162 FEET TO SECTION LINE; THENCE EAST 48 RODS TO BEGINNING.

Parcel ID 19-035-0026

PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH: BEGINNING 371.25 FEET WEST AND NORTH 552.75 FEET OF THE SOUTHEAST CORNER OF SOUTHEAST QUARTER OF SAID SECTION 33; THENCE WEST 234.29 FEET, THENCE SOUTH 0°03'33" EAST 160.04 FEET, THENCE NORTH 89°17'00" WEST 125 FEET, THENCE NORTH 0°33'00" WEST 160.04 FEET, THENCE WEST 432.71 FEET, THENCE SOUTH 390.75 FEET, THENCE SOUTH 89°01'17" EAST 792 FEET, THENCE NORTH 390.75 FEET TO BEGINNING. LESS & EXCEPTING: A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT, SITUATE IN THE SOUTHEAST QUARTER SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, IN WEBER COUNTY, UTAH, INCIDENT TO IMPROVEMENTS TO 3600 WEST STREET AND 1975 NORTH STREET, KNOWN AS PROJECT F-3370(1)0. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID ENTIRE TRACT, SAID POINT IS 371.36 FEET NORTH 88°41'47" WEST (DEED= WEST 371.25 FEET) ALONG THE SECTION LINE (ESTABLISHED FROM THE SOUTHEAST CORNER OF SAID SECTION 33 TO THE WEBER COUNTY SOUTH QUARTER CORNER OF SAID SECTION 33) AND 551.19 FEET NORTH 0°18'15" EAST (DEED= NORTH 552.75 FEET) FROM THE SOUTHEAST CORNER OF SAID SECTION 33; AND RUNNING THENCE SOUTH 0°18'15" WEST (DEED= SOUTH) 10.43 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT WHICH IS 49.50 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE RIGHT OF WAY CONTROL LINE OF 1975 NORTH STREET OF SAID PROJECT AT ENGINEER STATION 19+07.27; THENCE NORTH 88°29'24" WEST 234.20 FEET PARALLEL WITH SAID CONTROL LINE TO A WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 0°14'36" EAST (DEED= NORTH 0°03'33" WEST) 9.59 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTH 88°41'47" EAST (DEED= EAST) 234.38 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2,345 SQUARE FEET OR 0.054 ACRE, ALL OF WHICH IS NOW OCCUPIED BY THE EXISTING 1975 NORTH STREET RIGHT OF WAY. BALANCE 0 SQUARE FEET OR 0.000 ACRE. (NOTE: ALL BEARINGS ARE PROJECT BEARINGS AT NAD83 WITH DEED BEARINGS AS NOTED.) (E#3414919) LESS & EXCEPTING: A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT, SITUATE IN THE SOUTHEAST QUARTER SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, IN WEBER COUNTY, UTAH, INCIDENT

TO IMPROVEMENTS TO 3600 WEST STREET AND 1975 NORTH STREET KNOWN AS PROJECT F-3370(1)0. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT A NORTHEAST CORNER OF SAID ENTIRE TRACT, SAID POINT IS 371.36 FEET NORTH 88°41'47" WEST (DEED= WEST 371.25 FEET) ALONG THE SECTION LINE (ESTABLISHED FROM THE SOUTHEAST CORNER OF SAID SECTION 33 TO THE WEBER COUNTY SOUTH QUARTER CORNER OF SAID SECTION 33) AND 551.19 FEET NORTH 0°18'15" EAST (DEED= NORTH 552.75 FEET) AND 359.40 FEET NORTH 88°26'50" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 33; AND RUNNING THENCE SOUTH 0°14'36" WEST (DEED= SOUTH 0°03'33" EAST) 10.70 FEET ALONG AN EASTERLY BOUNDARY LINE OF SAID ENTIRE

TRACT TO A POINT WHICH IS 49.50 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE RIGHT OF WAY CONTROL LINE OF 1975 NORTH STREET OF SAID PROJECT AT ENGINEER STATION 15+48.07; THENCE NORTH 88°29'24" WEST 432.80 FEET PARALLEL WITH SAID CONTROL LINE TO THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 01°18'13" EAST (DEED = NORTH) 9.14 FEET ALONG SAID WESTERLY BOUNDARY LINE TO AN NORTHWEST CORNER OF SAID ENTIRE TRACT; THENCE SOUTH 88°41'47" EAST (DEED = EAST) 432.60 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 4,292 SQUARE FEET OR 0.099 ACRE, ALLOF WHICH IS NOW OCCUPIED BY THE EXISTING 1975 NORTH STREET RIGHT OF WAY. BALANCE 0 SQUARE FEET OR 0.000 ACRE.

Parcel ID 15-010-0003

PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH: BEGINNING 22.5 RODS WEST OF THE NORTHEAST CORNER OF SAID SECTION 4; THENCE WEST 48 RODS; THENCE SOUTH 32 RODS; THENCE SOUTH 36°31' EAST 60 RODS; THENCE EAST 12 RODS; THENCE NORTH 80 RODS TO BEGINNING.

Parcel ID 15-010-0004

PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH: BEGINNING 70.5 RODS WEST AND 43.5 RODS SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION; THENCE EAST 9 RODS; THENCE NORTH 36°30' WEST 16 RODS, MORE OR LESS TO A POINT NORTH OF BEGINNING; THENCE SOUTH TO BEGINNING.

2. This ordinance shall become effective immediately upon its passage and adoption.

Passed and ordered posted this _____ day of _____, 2026.

Mayor Phil Meyer

ATTEST:

City Recorder

ZONING AMENDMENT APPLICATION

----- GENERAL INFORMATION -----

Location of Property: 3600 W. 1975 N.

County Tax Parcel Number(s): 19-035-0026, 19-035-0017
15-010-0003, 15-010-0004

Request from Zone: RE-20 to Zone: RE-15

	PLAIN CITY <i>Utah</i>
THIS BOX IS FOR OFFICIAL USE ONLY:	
Date Received:	<u>7-10-20</u>
Receipt #:	<u>2039476</u>
Zoning Amend. Fee:	<u>\$200.00</u>
Application#:	_____

----- CONTACT INFORMATION -----

Property Owner: <u>Rik Properties, LC</u>	Company Name: _____
Full Address: <u>4960 W. 2200 N. Plain City, UT</u>	
Phone: <u>801-731-7252</u>	Email: <u>admin@marriottcompanies.com</u>
Developer/Agent: <u>Same as owner</u>	
Company Name: _____	
Full Address: _____	
Phone: _____	Email: _____

LEGAL DESCRIPTION: **Please Attach**

TOTAL AREA – Acres or Square Feet: 28.82 Acres

At the time of submittal of application, please attach a letter addressing the following:

1. Summarization of:

- Current Plain City General Plan classification and zoning classification
- Requested change to the General Plan classification and zoning classification

2. For what reason(s) do you suggest the change? The applicant is responsible for justifying the requested change to the General Plan and Zoning. Issues to be evaluated will include, but are not limited to:

- adopted goals and policies as expressed in Plain City's General Plan
- adjacent land uses
- population served
- transportation impacts
- public facilities (water, sewer, storm water, parks, schools, etc.)
- the type of use requested and reasons why this use should be on this site

3. What is the estimated development schedule?

Attach a list of all adjacent properties within 500 feet. (Parcel #, Name & Mailing Address)

- **Current property owner(s) must sign application (see attached affidavit)**

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
) ss
COUNTY OF WEBER)

I (we), Amy Roskelley, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I also acknowledge that I have received written instructions regarding the process for which I am applying and the Plain City Planning staff has indicated they are available to assist me in making this application.

Amy Roskelley
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 10th day of July, 2026.

Stacy Adams
(Notary)

Residing in Weber County, Utah

My commission expires: 9.10.2028



AGENT AUTHORIZATION

I (we), _____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Agent)

(Property Owner)

Dated this _____ day of _____, 20____, personally appeared before me

_____, the signer(s) of the above agent authorization who duly acknowledged to me that they executed the same.

(Notary)

Residing in Weber County, Utah

My commission expires: _____

July 9, 2026

R & K Properties, LC
4960 W 2200 N
Plain City, UT 84404

RE: Property Re-zone request

To Whom it May Concern:

We are requesting a re-zone of parcel #'s 19-035-0026, 19-035-0017, 15-010-0003 & 15-010-0004 from an RE-20 to an RE-15. The current general plan classifies this property as moderate density 2, which does allow for the RE-15 zone. We are suggesting this change to not only be able to accommodate a more moderate-income level but also be able to offer a smaller lot that will have a lessor impact on the water usage. We feel like a 15,000 square foot lot is ideal for accommodating a larger home, with a decent amount of yard, and possibly the space to also have an accessory building, without being wasteful.

The plan we have presented for the 15,000 sq ft lots appears to conform with the surrounding area and adjacent land uses both today and per the future land use plan. We feel it will be able to serve the growing population well and still keep a more open and rural feel for a moderate density level.

With the recent widening of 3600 W and the adjacent intersection, we don't feel like there's any significant impact to traffic or public infrastructure and amenities. In fact, our plan is to ask for a Cluster Subdivision, and possibly a development agreement, that allows us to use a portion of this development for smaller lots, in exchange for some open space that will allow for a public amenity, as well as a possible trail that will connect to the new sidewalk being installed that gives you a direct path not only West to the Maverik, but North to the Elementary School, and grocery store, and continues to connect to other city amenities.

We want to build a small subdivision here that allows for different phases of life and feel like the unique topography of this land gives us the opportunity to do something fun and creative that people will really see as a thoughtful and intentional use of the land.

We hope to be able to move through the entitlement processes within the next year and be under construction by late 2027 or early 2028. We greatly appreciate your attention to detail on this project, and your thoughtful consideration in allowing us to set a public hearing for this re-zone. We look forward to working closely with you to create another place that people can call home in Plain City.

Sincerely,

A handwritten signature in black ink that reads "Amy Roskelley". The signature is fluid and cursive, with the first name "Amy" and last name "Roskelley" clearly legible.

Amy Roskelley, Owner/Developer
R & K Properties, LC

Parcel ID 19-035-0017

PART OF THE SOUTHEAST QUARTER SECTION 33, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH: BEGINNING 22.5 RODS WEST OF SOUTHEAST CORNER OF SOUTHEAST QUARTER OF SAID SECTION 33; THENCE NORTH 162 FEET TO CORPORATE LIMIT LINE OF PLAIN CITY; THENCE NORTH 89°17' WEST 48 RODS; THENCE SOUTH 162 FEET TO SECTION LINE; THENCE EAST 48 RODS TO BEGINNING.

Parcel ID 15-010-0003

PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH: BEGINNING 22.5 RODS WEST OF THE NORTHEAST CORNER OF SAID SECTION 4; THENCE WEST 48 RODS; THENCE SOUTH 32 RODS; THENCE SOUTH 36°31' EAST 60 RODS; THENCE EAST 12 RODS; THENCE NORTH 80 RODS TO BEGINNING.

Parcel ID 15-010-0004

PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH: BEGINNING 70.5 RODS WEST AND 43.5 RODS SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION; THENCE EAST 9 RODS; THENCE NORTH 36°30' WEST 16 RODS, MORE OR LESS TO A POINT NORTH OF BEGINNING; THENCE SOUTH TO BEGINNING.

Legal Description

Parcel ID 19-035-0026

PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH: BEGINNING 371.25 FEET WEST AND NORTH 552.75 FEET OF THE SOUTHEAST CORNER OF SOUTHEAST QUARTER OF SAID SECTION 33; THENCE WEST 234.29 FEET, THENCE SOUTH 00D33'00" EAST 160.04 FEET, THENCE NORTH 89D17'00" WEST 125 FEET, THENCE NORTH 0D33'00" WEST 160.04 FEET, THENCE WEST 432.71 FEET, THENCE SOUTH 390.75 FEET, THENCE SOUTH 89D17' EAST 792 FEET, THENCE NORTH 390.75 FEET TO BEGINNING. LESS & EXCEPTING: A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT, SITUATE IN THE SOUTHEAST QUARTER SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, IN WEBER COUNTY, UTAH, INCIDENT TO IMPROVEMENTS TO 3600 WEST STREET AND 1975 NORTH STREET, KNOWN AS PROJECT F-3370(1)0. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID ENTIRE TRACT, SAID POINT IS 371.36 FEET NORTH 88D41'47" WEST (DEED = WEST 371.25 FEET) ALONG THE SECTION LINE (ESTABLISHED FROM THE SOUTHEAST CORNER OF SAID SECTION 33 TO THE WEBER COUNTY SOUTH QUARTER CORNER OF SAID SECTION 33) AND 551.19 FEET NORTH 01D18'15" EAST (DEED = NORTH 552.75 FEET) FROM THE SOUTHEAST CORNER OF SAID SECTION 33; AND RUNNING THENCE SOUTH 01D18'15" WEST (DEED = SOUTH) 10.43 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT WHICH IS 49.50 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE RIGHT OF WAY CONTROL LINE OF 1975 NORTH STREET OF SAID PROJECT AT ENGINEER STATION 19+07.27; THENCE NORTH 88D29'24" WEST 234.20 FEET PARALLEL WITH SAID CONTROL LINE TO A WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 00D14'36" EAST (DEED = NORTH 00D33'00" WEST) 9.59 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTH 88D41'47" EAST (DEED = EAST) 234.38 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2,345 SQUARE FEET OR 0.054 ACRE, ALL OF WHICH IS NOW OCCUPIED BY THE EXISTING 1975 NORTH STREET RIGHT OF WAY. BALANCE 0 SQUARE FEET OR 0.000 ACRE. (NOTE: ALL BEARINGS ARE PROJECT BEARINGS AT NAD83 WITH DEED BEARINGS AS NOTED.) (E#3414919) LESS & EXCEPTING: A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT, SITUATE IN THE SOUTHEAST QUARTER SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, IN WEBER COUNTY, UTAH, INCIDENT TO IMPROVEMENTS TO 3600 WEST STREET AND 1975 NORTH STREET KNOWN AS PROJECT F-3370(1)0. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT A NORTHEAST CORNER OF SAID ENTIRE TRACT, SAID POINT IS 371.36 FEET NORTH 88D41'47" WEST (DEED = WEST 371.25 FEET) ALONG THE SECTION LINE (ESTABLISHED FROM THE SOUTHEAST CORNER OF SAID SECTION 33 TO THE WEBER COUNTY SOUTH QUARTER CORNER OF SAID SECTION 33) AND 551.19 FEET NORTH 01D18'15" EAST (DEED = NORTH 552.75 FEET) AND 359.40 FEET NORTH 88D26'50" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 33; AND RUNNING THENCE SOUTH 00D14'36" WEST (DEED = SOUTH 00D33'00" EAST) 10.70 FEET ALONG AN EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT WHICH IS 49.50 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE RIGHT OF WAY CONTROL LINE OF 1975 NORTH STREET OF SAID PROJECT AT ENGINEER STATION 15+48.07; THENCE NORTH 88D29'24" WEST 432.80 FEET PARALLEL WITH SAID CONTROL LINE TO THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 01D18'13" EAST (DEED = NORTH) 9.14 FEET ALONG SAID WESTERLY BOUNDARY LINE TO A NORTHWEST CORNER OF SAID ENTIRE TRACT; THENCE SOUTH 88D41'47" EAST (DEED = EAST) 432.60 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 4,292 SQUARE FEET OR 0.099 ACRE, ALL OF WHICH IS NOW OCCUPIED BY THE EXISTING 1975 NORTH STREET RIGHT OF WAY. BALANCE 0 SQUARE FEET OR 0.000 ACRE.

SEE PAGE 35-1



N.E. 1/4

10

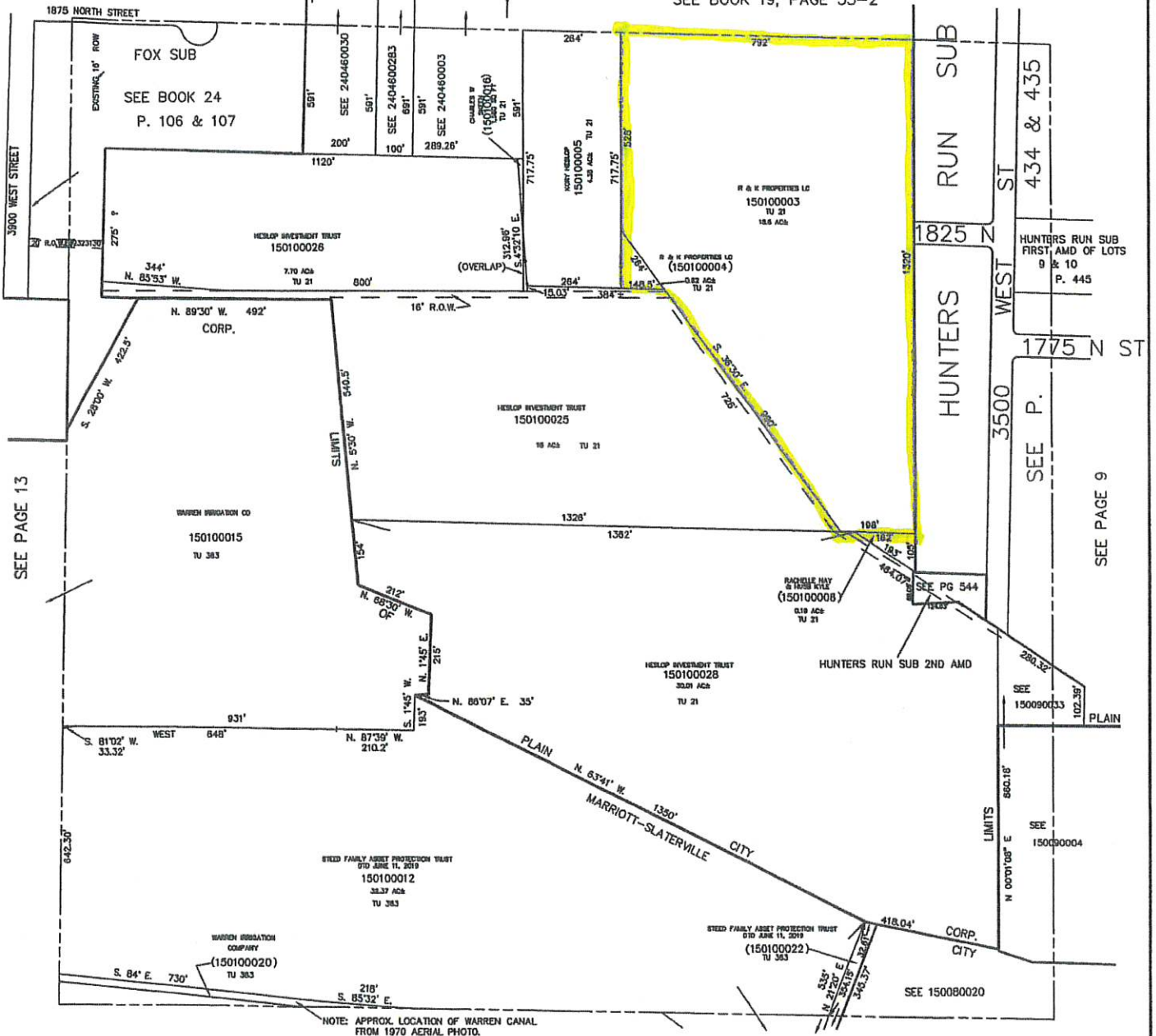
SECTION 4, T.6 N., R.2 W., S.L.B. & M.

IN PLAIN CITY, MARIOTT-SLATERVILLE CITY & WEBER COUNTY

SCALE 1" = 200'

TAXING UNIT: 19, 21, 363

SEE BOOK 19, PAGE 35-2



SEE PAGE 13

SEE P.

SEE PAGE 9

SEE PAGE 11

FOR TAX PURPOSES ONLY

JCF 9-91

Plain City

Future Land Use

8/30/2018

Plain City Boundary

Study Area Boundary

Equestrian

Critical and Sensitive Lands

Parks, Recreation, and Open Space

Open Space, Agriculture, and Low Density Residential

Low Density Residential

Medium Density Residential 1

Medium Density Residential 2

Medium Density Residential 3

High Density Residential

Commercial

Industrial

City Center

Municipal, Schools, and Churches

Principal Arterial

Minor Arterial

Collector

Local

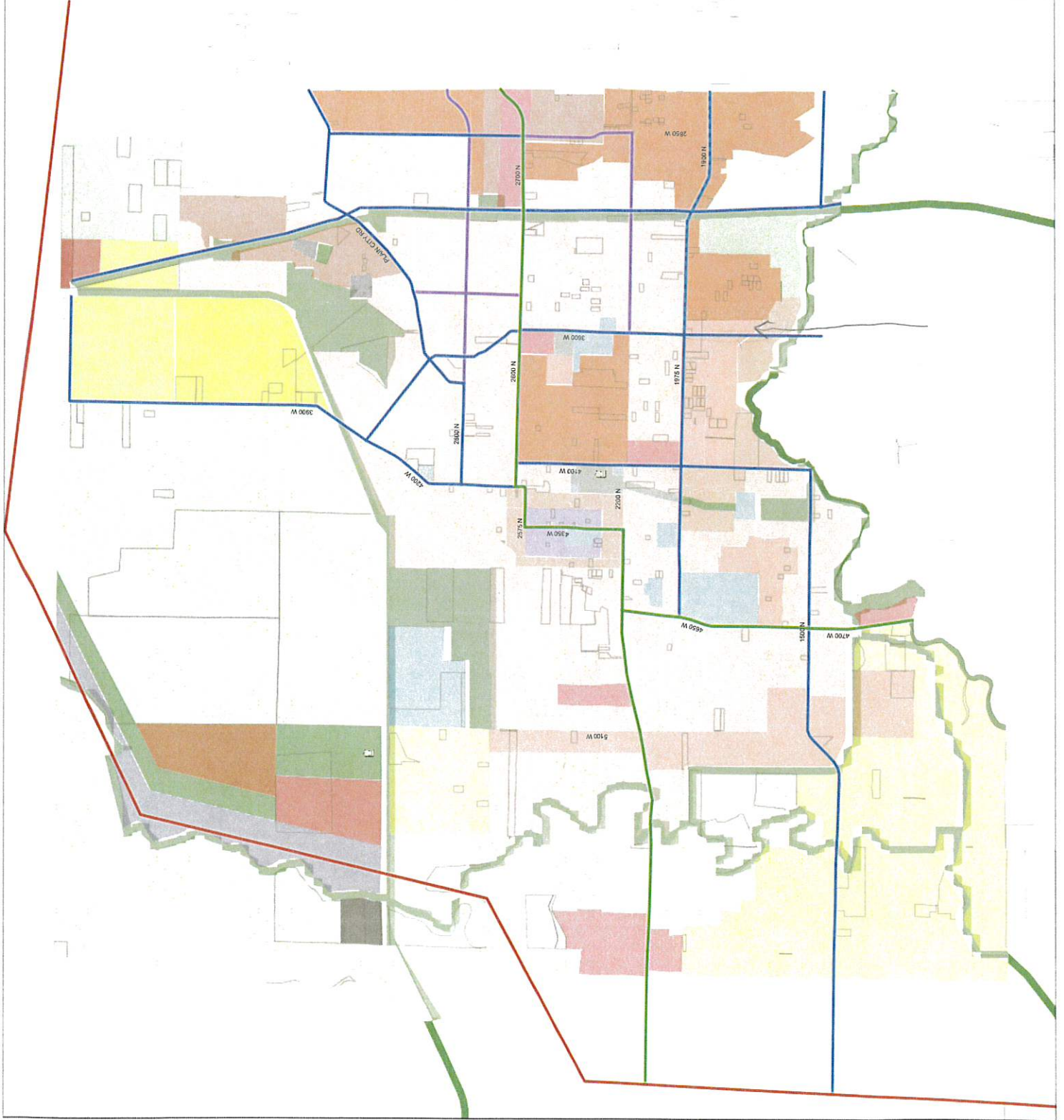
HF Bus (Transit)

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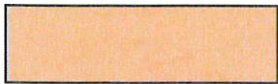
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RESIDENTIAL



Low Density Residential: This land use category is for lots 30,000 square feet or greater. Lots of this size are also compatible with the Open Space, Agriculture, and Low Density Residential land use category, providing property owners with various choices to maintain a popular lifestyle conducive to the rural character of Plain City.



Medium Density Residential 1: this land use category is for lots 18,500 square feet or greater. This land use category is also a means to provide various lot sizes and housing types and should maintain an average lot size of 18,500 square feet or greater, or 2.4 units per acre.



Medium Density Residential 2: this land use category is for lots 15,000 square feet or greater. This land use category is also a means to provide various lot sizes and housing types and should maintain an average lot size of 15,000 square feet or greater, or 3 units per acre.



Medium Density Residential 3: this land use category is for lots 11,000 square feet or greater. This land use category is also a means to provide various lot sizes and housing types with the requirement to preserve and develop parks and open space and should maintain an average lot size of 11,000 square feet or greater, or 4 units per acre.



High Density Residential: this land use category is for housing with up to ten units per acre, is often near commercial development and could include various lot sizes and various housing types.

Based on the population projections of an additional 7,600 residents in the next 20 years, a projected average household size of 3.4, and an average density of three units per acre, it is anticipated that nearly 750 additional acres of land will be developed for residential use by 2040.

HOUSING

Much of the quality of life in a community is dependent on the nature of its housing. The image of a city is to a large degree conveyed by the type, quality, and appearance of its residential developments. This can be achieved by striving for excellence in subdivision and architectural design, a mix of house sizes within a neighborhood, and high-quality home construction.

The value of trees and other landscaping in residential developments cannot be over emphasized. After the initial stage of development, the proper maintenance of yards and structures should be emphasized in the City's residential standards and zoning codes.





Re: catch up on items

From Brandon Quinney <bkaleiq@gmail.com>

Date Tue 8/11/2026 3:38 PM

To Diane Hirschi <dianeh@plaincityutah.gov>

No problem. I'm good with the ambulance interlocal agreement. You can go ahead and move forward on that one.

RESOLUTION NO.

**A RESOLUTION EXPRESSING THE DESIRE OF PLAIN CITY
TO EXTEND THEIR INTERLOCAL COOPERATION AGREEMENT WITH
OGDEN CITY RELATED TO AMBULANCE SERVICES**

WHEREAS, the City of Plain City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the City Council finds that in conformance with the provisions of UCA §10-3-717, the governing body of the city may exercise all administrative powers by resolutions; and,

WHEREAS, the City has the necessity to have ambulance services available to its residents; and,

WHEREAS, the City has previously entered into an interlocal agreement with Ogden City related to ambulance services and has found that agreement to be advantageous and desires to continue with that arrangement; and,

WHEREAS, the City feels that extending the current agreement with Ogden City related to ambulance services until July 31, 2031 to be in the City's best interest.

NOW, THEREFORE, Be It Resolved that the City Council of Plain City, Utah, desires to extend the City's interlocal agreement with Ogden City related to ambulance services and directs the appropriate City officials to sign the Interlocal Cooperation Agreement for Ambulance Services as presented.

PASSED AND APPROVED by the Plain City Council this ____ day of _____, 2026.

Voting:

Council Member Favero	_____
Council Member Beal	_____
Council Member Jenkins	_____
Council Member Wilson	_____
Council Member Panunzio	_____

MAYOR OF PLAIN CITY

ATTEST:

City Recorder

**INTERLOCAL COOPERATION
AGREEMENT FOR AMBULANCE
SERVICES**

This Agreement is made and entered into this 1st day of August, 2026, pursuant to the provisions of the Interlocal Cooperation Act (Section 11-13-101, et seq., Utah Code Annotated, 1953 as amended), by and between Plain City, a Utah Municipal Corporation, hereinafter referred to as "Plain City," and Ogden City, a Utah Municipal Corporation, hereinafter referred to as "Ogden City."

WITNESSETH

Whereas, Plain City has determined there is a need to formalize an agreement for the provision of ambulance services for the health and welfare of its residents; and

Whereas, Ogden City, through the Ogden City Fire Department, has an existing ambulance service licensed by the State of Utah to provide ambulance service within the corporate limits of Plain City for the care and transport of its residents; and

Whereas, Plain City desires to continue to receive ambulance services from Ogden City through the Ogden City Fire Department.

Now therefore, upon the mutual promises, and other good and satisfactory consideration, the parties agree as follows:

SECTION I

PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement is to furnish and provide ambulance service by Ogden City Fire Department to Plain City per the requirements of the Utah Emergency Medical Services Act, Utah Code Ann. § 53-2d-101 et seq., as administered by the Bureau of Emergency Medical Services within the Utah Department of Public Safety. It is the intention of the parties that ambulance services provided to Plain City under this Agreement will not be subsidized by the citizens of Ogden City, with all ambulance services provided to be paid by the users thereof.

SECTION II

TERM OF AGREEMENT

- 2.1 Ogden City Fire Department is the current State licensed provider of ambulance service for the corporate limits of Plain City.

- 2.2 The services to be provided under this Agreement will commence on August 1, 2026 and continue until July 31, 2031. Following execution of this Agreement by the respective legislative bodies, this Agreement shall continue in force until either one of the parties gives ninety (90) days' prior written notice to the other party. However, notwithstanding this Agreement, Ogden City Fire Department will continue to provide ambulance service to Plain City as long as Ogden City remains the State licensed provider.

SECTION III

OBLIGATIONS OF OGDEN CITY

- 3.1 Ogden City shall:
- 3.1.1 Provide ambulance service to Plain City for all types of ambulance service requested from Ogden City Fire Department. If no ambulances are available for emergencies in Plain City, Ogden City will ensure a mutual aid provider of ambulance services responds.
 - 3.1.2 Provide historical information regarding ambulance services provided to Plain City for types of emergencies, response time information, and pertinent service information as requested by Plain City officials.
 - 3.1.3 Provide trained and certified ambulance personnel in accordance with the requirements of the Utah Emergency Medical Services Act, Utah Code Ann. § 53-2d-101 et seq.
 - 3.1.4 Provide all requisite medical and ambulance equipment necessary to fulfill the terms of this Agreement; and
 - 3.1.5 Pay all applicable wages, retirement, unemployment taxes, federal and state taxes, and employees liability insurance for its ambulance personnel.
 - 3.1.6 Provide an ambulance licensed by the State of Utah Bureau of Emergency Medical Services to be stationed at the Plain City fire station to enhance the provision of current ambulance services to Plain City.
 - 3.1.7 Employ the necessary personnel available from Plain City Fire Department for the purpose of staffing the Ogden ambulance to be located at the Plain City fire station.
 - 3.1.8 Provide all ambulance vehicles and equipment services for operation and maintenance.
 - 3.1.9 Provide the necessary training to personnel authorized to staff the Ogden City ambulance stationed in Plain City as determined by Ogden City Fire officials.

- 3.2 The supervision of ambulance personnel and the location of all associated equipment shall be the responsibility and prerogative of the designated representatives of Ogden City. Ogden City shall have complete control and discretion over the selection of ambulance personnel and equipment utilized to provide ambulance services to Plain City.
- 3.3 Employment Shifting of Dual Employees.
- 3.3.2 Ogden City shall employ certain Plain City fire personnel (hereinafter, “dual employees”) as ambulance personnel. These ambulance personnel may consist of full-time Ogden City employees who serve part-time in Plain City, or other Plain City personnel who are recruited to serve as part-time ambulance personnel for Ogden City for the purpose of staffing the Ogden City ambulance stationed in Plain City.
- 3.3.3 Dual employees may use Ogden City’s ambulance stationed in Plain City (hereinafter, “Onsite Ambulance”) to respond to Plain City emergency calls, and dual employees shall be deemed to be in the service of Plain City during all such calls, except as set forth herein below.
- 3.3.4 Any time a decision is made for dual employees to transport a patient in the Onsite Ambulance, the dual employees shall be deemed to be in the service of Ogden City from the moment the patient is lifted into the ambulance and shall continue in the service of Ogden City until 60 minutes after arrival at the hospital, at which time they shall revert to service as Plain City employees for any remaining duties or vehicle transport as necessary which occurs beyond one hour after arrival. In unusual circumstances where 60 minutes after hospital arrival is insufficient time to clean up the ambulance and return to Plain City, an extension of service time with Ogden City may be granted by Ogden City.
- 3.3.5 When dual employees are in the service of Ogden City, they are subject to the supervision and command structure of Ogden City.
- 3.3.6 Ogden City shall pay dual employees at the rate of twenty dollars (\$20.00) per hour for all time in the service of Ogden City, as measured from the time of ambulance call-in to dispatch reporting departure from scene until 60 minutes after call-in to dispatch reporting arrival at hospital, or such additional time as approved by Ogden City on a case by case basis. Ogden City shall also pay dual employees for required training and meetings, to the extent that such employees are normally paid per Ogden City policies and procedures. All other time periods of dual employee service related to Plain City duties shall be paid by Plain City. Ogden City shall cooperate with Plain City and share dual employee time accounting information as necessary to ensure that dual employees receive full compensation for all time worked and that overlap of paid time is avoided.

- 3.3.7 If for any reason dual employees or the Onsite Ambulance is unavailable for a Plain City emergency call, another ambulance shall be dispatched from Ogden City, as necessary.
- 3.3.8 Ogden City shall be liable for and shall indemnify and hold harmless Plain City for the actions and omissions of dual employees while they are in the service of Ogden City, as described herein. Ogden City's duties to indemnify and hold harmless Plain City are further set forth herein at Section VII.
- 3.3.9 An employee shall not perform the duties of a dual employee described herein, unless at the sole individual option of the employee, the employee agrees to be a dual employee as described herein. Provided the dual employee accepts such employment voluntarily, pursuant to 29 U.S.C. § 207(p)(1) of the Fair Labor Standards Act, Ogden City shall not be expected to include time worked for Plain City in calculating hours subject to overtime compensation.
- 3.3.10 Any amount not paid to Plain City fire personnel as dual employees, up to forty-nine thousand two hundred seventy-five dollars (\$49,275.00) annually (twelve thousand three hundred eighteen dollars and seventy-five cents (\$12,318.75) quarterly), shall be paid to Plain City to compensate Plain City fire personnel for time when they are not on a call. Such amount shall be determined quarterly by subtracting from \$12,318.75 the gross amount paid to dual employees for time spent on calls.
- 3.3.11 Dual employees shall not be dispatched or respond to fires within Ogden City's service area for structural firefighting. Dual employees may be dispatched to fires when medical responders are required and may work in the capacity of EMT on a fire scene. Because there is no firefighting component in the job description, dual employees shall be exempt from Ogden City Fire Department's physical fitness/wellness requirement.
- 3.3.12 Dual employees shall be required to wear the Ogden City Fire Department EMS uniform. Dual employees shall receive an EMS uniform from Ogden Fire paid for by Plain City Fire. Uniforms should be in good condition and replaced as needed to maintain a professional appearance and Ogden Fire standard.

SECTION IV

OBLIGATIONS OF PLAIN CITY

- 4.1 Plain City shall:
 - 4.1.1 Provide an apparatus bay within its current fire station for the purpose of stationing an Ogden ambulance.

- 4.1.2 Provide necessary utility service from within the fire station to allow for proper cleaning and preparation of the ambulance for emergency services.
- 4.1.3 Provide storage space within the fire station for necessary ambulance supplies.
- 4.1.4 Dual employees may use Ogden City's ambulance stationed in Plain City ("Onsite Ambulance") to respond to Plain City emergency calls, and dual employees shall be deemed to be and remain in the service of Plain City during all such calls, except when serving as Ogden City employees, as described herein above. Plain City shall not permit non-dual employees to operate the Onsite Ambulance.
- 4.1.5 All time periods of dual employee service related to Plain City duties shall be paid by Plain City, except while dual employees are in the service of Ogden City as described above.
- 4.1.6 When dual employees are in the service of Plain City, they are subject to the supervision and command structure of Plain City.
- 4.1.7 Plain City shall be liable for and shall indemnify and hold harmless Ogden City for the actions and omissions of dual employees while they are in the service of Plain City, as described herein. Plain City's duties to indemnify and hold harmless Ogden City are further set forth herein at Section VII.
- 4.1.8 Plain City shall cooperate with Ogden City and share dual employee time accounting information as necessary to ensure that dual employees receive full compensation for all time worked and that overlap of paid time is avoided.
- 4.1.9 An employee shall not perform the duties of a dual employee described herein, unless at the sole individual option of the employee, the employee agrees to be a dual employee as described herein. Provided the dual employee accepts such employment voluntarily, pursuant to 29 U.S.C. § 207(p)(1) of the Fair Labor Standards Act, Plain City shall not be expected to include time worked for Ogden City in calculating hours subject to overtime compensation.

SECTION V

REGULATIONS

- 5.1 Ogden City is aware of and shall comply with the specifications for providers of ambulance services in accordance with the Utah Emergency Medical Services Act, Utah Code Ann. § 53-2d-101 et seq., and all applicable rules and regulations promulgated under the Act.
- 5.2 All incidents for Ogden City ambulances within the corporate limits of Plain City shall be dispatched in accordance with the Weber-Morgan medical priority dispatch system. In the

event Ogden City's ambulances are unable to respond to a classified "emergent" run, "call down" recommendations to automatically dispatch a mutual aid ambulance provider will occur.

- 5.3 The fire chiefs of Ogden City and Plain City will be responsible to continually review day-to-day operational procedures of either party and may adjust accordingly upon mutual agreement.

SECTION VI

CHARGES FOR SERVICES

- 6.1 For the services specified and provided pursuant to this Agreement, Ogden City shall charge the users within Plain City who utilize the ambulance services of Ogden City in accordance with Utah Code Ann. § 53-2d-503 and Utah Administrative Code Rule R911 for allowable ambulance service rates, as amended.

SECTION VII

HOLD HARMLESS

- 7.1 Each party shall indemnify, defend, and hold the other party, their officers, agents, and employees harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses, and liens, including, without limitation, reasonable attorney's fees, arising out of or any way related to any act, omission or event occurring as a consequence of performing under this Agreement; provided, however, that each party shall be responsible for its own negligent acts and agrees to indemnify and hold the other party harmless therefrom.

SECTION VIII

WORKERS' COMPENSATION/LIABILITY INSURANCE

- 8.1 Ogden City shall maintain its employees' workers' compensation insurance with statutory limits and employer's liability insurance with the limits of not less than one million dollars for each accident.
- 8.2 Ogden City shall maintain Commercial General Liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and Business Automobile.
- 8.3 Liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

- 8.4 By requiring liability insurance, it is not the intent of the parties to waive any of the benefits of governmental immunity under the provisions of State law and any such waiver is expressly denied.
- 8.5 It is the intent of the parties that any medical incident which may result in liability be covered by the insurance policies, pools, and insurance systems, established for the benefit of the party who is, under the circumstances in question, the operating agency.

SECTION IX

INDEPENDENT CONTRACTOR

- 9.1 In the performance of this Agreement, Ogden City and Plain City are independent contractors, and as such shall have no authorization, expressed or implied, to bind Plain City and Ogden City, respectively, to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any such acts as agent for Ogden City or Plain City, except as expressly set forth herein.

SECTION X

DRUG FREE WORKPLACE

- 10.1 Ogden City and Plain City will maintain a drug free workplace in accordance with Federal regulations.

SECTION XI

NO ENTITIES CREATED

- 11.1 No separate legal or administrative entity is created by this Agreement. This Agreement shall be administered by both entities and each entity shall appoint a representative to facilitate performance of this Agreement.

SECTION XII

AMENDMENT

- 12.1 This Agreement shall not be modified or amended, except in writing, and before any amendment is effective it shall be signed by the duly authorized representative of each of the parties after the adoption of a resolution of each entity approving the modification or amendment.

SECTION XIII

GOVERNING LAW

- 13.1 This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement. The parties also recognize that certain Federal laws may be applicable. In the event of any conflict between this Agreement and the applicable State or Federal law, the State or Federal law shall control.

SECTION XIV

ENTIRE AGREEMENT

- 14.1 This Agreement shall constitute the entire Agreement between Ogden City and Plain City and any prior understanding or representation preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

SECTION XV

EFFECTIVE DATE/PASSAGE OF RESOLUTION

- 15.1 This Agreement shall not be effective until approved by a resolution of the Ogden City Council and the Plain City Council, in accordance with the provisions of Section 11-13-9, Utah Code Annotated, 1953, as amended, and submitted to and approved by an authorized attorney for each party who shall approve the Agreement as being proper as to form and compatible with the laws of the State of Utah.

SECTION XVI

INTERLOCAL COOPERATION ACT REQUIREMENTS

- 16.1 In satisfaction of the requirements of the Interlocal Act, §§ 11-13-101 et seq., and in connection with this Agreement, the parties agree as follows:
- a. This Agreement shall be approved by each party pursuant to § 11-13-202.5;
 - b. This Agreement shall be reviewed as to the proper form and compliance with applicable law by an authorized attorney on behalf of each party pursuant to § 11-13-202.5;
 - c. An executed original counterpart shall be filed with the keeper of records for each party pursuant to § 11-13-209;
 - d. The term of this Agreement shall not exceed 50 years pursuant to § 11-13-216 of the Interlocal Cooperation Act;

- e. No separate legal entity is created by the terms of this Agreement. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party; and
- f. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date first written above.

OGDEN CITY CORPORATION, a Utah Municipal Corporation

By: B.K.N.
Benjamin K. Nadolski (Aug 5, 2026 14:38:46 MDT)

Mayor

Date: 08/05/2026

Attest: Lee Ann Peterson

Ogden City Recorder



08/05/2026

ATTORNEY REVIEW

The undersigned, being the authorized attorney for Ogden City, has reviewed the foregoing agreement and finds it to be in proper form and compatible with state law.

Dated this 5th day of August, 2026.

By: Dana Farmer
Dana Farmer (Aug 5, 2026 10:22:56 MDT)

Ogden City Attorney

PLAIN CITY CORPORATION, a Utah Municipal Corporation

By: _____

Mayor

Date: _____

Attest: _____

Plain City Recorder

ATTORNEY REVIEW

The undersigned, being the authorized attorney for Plain City, has reviewed the foregoing agreement and finds it to be in proper form and compatible with state law.

Dated this _____ day of _____, 20____.

By: _____

Plain City Attorney



**OGDEN CITY
CONTRACT APPROVAL CHECKLIST**

Contract Type:	Agreement - General
Contract Title:	INTERLOCAL COOPERATION
AGREEMENT FOR AMBULANCE SERVICES - PLAIN CITY	
Contract Amount:	246,375.00
Period of Performance:	8/1/2026 - 7/31/2031
Contract ID:	7323
Munis Contract ID:	
Vendor/Customer:	PLAIN CITY
Contracting Manager:	Michelle Scrip
Department:	FIRE - Administration

APPROVALS:

DATE APPROVED:

Comptroller:	8/3/2026
Fiscal Operations:	7/29/2026
City Attorney:	7/28/2026
(Dana Farmer)	
Division Director:	
Executive Director:	8/3/2026
CAO Review:	8/4/2026  BKN

Bid/Procurement Method Used: **None-Bidding is NA**

SS Exceptions for General Contracts:

SS Exceptions for Professional Services:

Sole Source Justification:

Professional Services Under 100K

(Due Diligence Memo)

Proposed ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF PLAIN CITY
AMENDING TITLE 10, CHAPTER 21, SECTIONS 2 AND 3
OF THE PLAIN CITY CODE**

WHEREAS, Title 10 Chapter 21 of the Plain City Code governs the use of detached accessory dwelling units (DADU's) in Plain City; and

WHEREAS, after a public hearing and proper notice, the Plain City Planning Commission has reviewed this chapter and has proposed changes to improve the standards of DADU's; and

WHEREAS, the City Council finds that it is in the interest of the general welfare of city residents to amend Title 10 Chapter 21 of the Plain City Code as proposed by the Planning Commission.

NOW THEREFORE, BE IT ORDAINED by the City Council of Plain City the following:

1. Title 10, Chapter 21 of the Plain City Code is hereby amended as shown in the attached Exhibit 1;
2. This amendment shall be effective immediately after its approval by the Plain City Council.

SO ORDAINED by the Plain City Council this 6th day of August 2026.

ON BEHALF OF PLAIN CITY:

ATTEST:

by: _____
Mayor – Phil Meyer

City Recorder, Diane Hirschi

Vote of City Council

Yes No

____ Council Member Favero
____ Council Member Beal
____ Council Member Jenkins
____ Council Member Wilson
____ Council Member Panunzio

Exhibit 1
Plain City Planning Commission's Proposed Amendments to
Title 10, Chapter 21 of the Plain City Code

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: eleven thousand, ~~(11,000)~~ square feet.

Deleted: eighteen

C. Not Intended for Sale: DADUs shall not be sold separately from the primary dwelling unit.

Deleted: five hundred

Neither the primary dwelling unit nor DADU shall be rented on a transient basis (periods less than ninety ~~(90)~~ days.

Deleted: 18,500

Deleted: thirty

D. If the detached accessory dwelling unit is a rental unit, a Home Occupation business license is required.

Deleted: 30

Deleted:)

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 at the time the DADU is constructed, created or subsequently remodeled, including the obtaining of required building and other permits.

D. An existing accessory building that is converted or remodeled into an accessory dwelling unit shall meet all setback requirements for an accessory dwelling unit. The entire building and structure shall meet all applicable building, health, and fire codes required for an occupied residential building, such as Risk Category II as defined in the International Building Code and the International Residential Code.

E. 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 a DADU.

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

1. A DADU shall be a permanent structure. Mobile homes, recreational vehicles, and other moveable structures shall not be permitted as DADU's.

Deleted: Detached units shall have a minimum separation from the primary dwelling of 10 feet. Rear and side setbacks are the same as accessory buildings.

2. The spacing and setbacks for a DADU shall be:

Minimum separation from primary dwelling	Ten (10) feet
Rear setback	<u>Ten (10) feet</u>
Side setback	<u>Ten (10) feet</u>
Corner lot side setback	<u>Ten (10) feet</u>

Deleted: same as accessory building

Deleted: same as accessory building

Deleted: same as accessory building

3. The maximum square footage for a DADU shall be based on the parcel size, as follows:

Parcel Size	DADU maximum SQ FT
11,000 sq ft to 18,499 sq ft	750 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

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4. Shall provide adequate off-street parking space with an approved surface. 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.

Formatted: Normal, Line spacing: single, No bullets or numbering

Deleted: concrete or asphalt

5. 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. A detached accessory dwelling unit shall not be larger in size than the single-family dwelling located on the same lot or parcel.

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.

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9. 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'). See City Code 10-8-5.B.

Deleted: Reference 10-8-5 (B)

- G. Only one DADU per property.



Outlook

DADU

From Tammy Folkman <tammyf@plaincityutah.gov>

Date Fri 7/10/2026 11:00 AM

To Diane Hirschi <dianeh@plaincityutah.gov>

1 attachment (27 KB)

DADU.docx;

Here is the motion and the changes they wanted.

Discussion/Motion: to amend Chapter 21 Detached Accessory Dwelling Units
Commissioner Ortega motioned to recommend to amend Chapter 21 Detached
Accessory Dwelling Units. Commissioner Skeen seconded the motion. Commissioners
Skeen, Ortega, Westergard, McBride and Chairman Maw voted aye.

Thanks

Tammy Folkman

Land Use Specialist

Plain City Corporation

4160 W 2200 N

Plain City, UT 84404

tammyf@plaincityutah.gov

801-731-4908

*May I never get too busy in my own affairs that I fail to respond
to the needs of others with kindness and compassion.*

Thomas Jefferson

Planning Comm. changes included

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.

1. An existing accessory building that is converted or remodeled into an accessory dwelling unit shall meet all setback requirements for an accessory dwelling unit. The entire building and structure shall meet all applicable building, health, and Fire codes required for an occupied residential building, i.e. Risk Category II as defined in the International Building Code and International Residential Code."

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. (reference 10-8-13)

~~Detached units shall have a minimum separation from the primary dwelling of 10 feet. Rear and side setbacks are the same as accessory buildings.~~

2.

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

3.

Parcel Size	DADU maximum SQ FT
11,000 sq ft to 18,499 sq ft	750 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

4. Shall provide adequate off-street parking space with ~~concrete or asphalt~~ **an approved surface**. 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.

5. **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. **A detached accessory dwelling unit shall not be larger in size than the single-family dwelling located on the same lot or parcel.**

7. A minimum of 25% of a DADU shall be located in the rear yard.

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. 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)



Current
code

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)

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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.

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Side setback	same as accessory building
Corner lot side setback	same as accessory building

2. 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.

3. Detached units shall be limited to twenty-five percent (25%) of the rear yard.

4. 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.

5. 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)

