



Pleasant View City Council

Meeting Agenda

Tuesday, October 13, 2026

6:00 p.m.

1. Introduction.

- a. Pledge of Allegiance and Opening Prayer, Reading or Expression of Thought: *(Councilmember Sean Wilkinson)*
- b. Declaration of Conflicts of Interest
- c. Public Comments/Questions for the Mayor & Council (limited to 3 minutes)

2. Neighbors in Action.

Presentation of 'Caught Being Good' award. *(Presenters: Neighbors in Action Committee - Mayor Gibson & Dana Gibson)*

3. Work Session.

Joint City Council/Planning Commission work session for the General Plan.

4. Building and Construction Code.

Discussion and consideration to repeal and replace Title 15-Building and Construction, Ordinance 2026-28. *(Presenter: Andrea Steiniger)*

5. Animal Licensing Code.

Discussion and consideration to amend Section '6.04.180-Dog-License Required-Inoculation' of Title 6-Animal Regulations, Ordinance 2026-29. *(Presenter: Stetson Talbot)*

6. Elections Interlocal Agreement.

Discussion and consideration to enter into an Interlocal Agreement for Election Services with Weber County, Resolution 2026-AA. *(Presenter: Laurie Hellstrom)*

7. Appeal Process Policy.

Discussion and consideration to clarify the 'Appeal Process for Fees Assessment Waivers and Rebates', Policy 2026-4. *(Presenter: Andrea Steiniger)*

8. RFP.

Discussion and consideration regarding an RFP for a Financial Analyst Pool. *(Presenter: Andrea Steiniger)*

9. Skyline Drive Funding.

Discussion and possible approval of a contract with Wasatch Front Regional Council (WFRC) / UDOT for a funding exchange on the Skyline Drive Phase 1 (500 West-1100 West) Project. *(Presenter: Andrea Steiniger)*

10. Disposal of Real Property.

Discuss the disposal of real property owned by the City located at 2739 N Parkland Blvd. *(Presenter: Mayor Gibson)*

11. Planner Job Title.

Review the Planner Job Title. *(Presenter: Andrea Steiniger)*

12. Other Business.

13. Closed Meeting.

Consideration for a closed meeting regarding property acquisition pursuant to the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1).

14. Adjournment.

Public Notice is hereby given that the City Council of Pleasant View, Utah will hold a Public Meeting in the city office at 520 West Elberta Dr. in Pleasant View, Utah on Tuesday, October 13, 2026, commencing at 6:00 PM.

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Pleasant View City Office at 801-782-8529, at least 24 hours prior to the meeting.

The City Council at its discretion may change the order and times of the agenda items.

PLEASANT VIEW CITY

CITY COUNCIL STAFF MEMORANDUM

Title 15 - State Construction and Fire Code Administration

Purpose	Replace outdated edition-specific building-code provisions with a state-law-controlled Title 15 that follows the codes actually adopted by the Utah Legislature.
Primary Authority	Utah Code Title 15A; Utah Code §§ 15A-1-104, 15A-1-204, 15A-1-207, 15A-2-103, 15A-2-105, and 15A-5-103; Utah Code § 10-3-711.
Current 2026 Code Cycle	Effective July 1, 2026, Utah uses the 2024 IBC, IPC, IMC, IFGC, IECC, and IEBC; the 2021 IRC; the 2023 NEC; and the 2024 IFC, together with Utah amendments.
Key Revisions	Clarifies that later state code changes apply by operation of state law; adds permit-denial specificity; preserves certificate-of-occupancy limits; conditions fire-code appendix adoption on statutory limits; and clarifies appeals.
Recommended Action	Adopt the ordinance replacing Title 15 substantially in the attached form.

BACKGROUND AND REVIEW

The draft is directionally sound. Utah law already requires each political subdivision to follow the State Construction Code, so Pleasant View does not need to amend its ordinance every time the Legislature changes a code edition. The revised language is framed as recognition and enforcement of the code in effect under state law, rather than as a prospective delegation to future model-code publishers.

The principal legal corrections are in the fire-code appendix section. Utah adopts the International Fire Code excluding appendices, but a political subdivision may adopt IFC appendices under Utah Code § 15A-1-204(7)(c). Appendix B remains subject to statutory limits, and City public-works standards should not be stated to override the State Fire Code where state law controls.

The revision also adds the specificity required by Utah Code § 15A-1-104 when a permit or approval is denied for code noncompliance, preserves statutory limitations concerning certificates of occupancy, and expressly ties the appeal process to Utah Code § 15A-1-207 and § 15A-2-105.

PROPOSED MOTION

I move to adopt Ordinance 2026-28 replacing Pleasant View Municipal Code Title 15, Buildings and Construction.

PLEASANT VIEW CITY, UTAH

ORDINANCE 2026-28

AN ORDINANCE REPEALING AND REPLACING TITLE 15 OF THE PLEASANT VIEW MUNICIPAL CODE REGARDING BUILDINGS AND CONSTRUCTION; RECOGNIZING AND PROVIDING FOR ADMINISTRATION AND ENFORCEMENT OF THE UTAH STATE CONSTRUCTION CODE AND STATE FIRE CODE; ADOPTING AUTHORIZED FIRE CODE APPENDICES; PROVIDING FOR ADMINISTRATION, APPEALS, ENFORCEMENT, SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE.

WHEREAS, Utah Code Title 15A establishes the State Construction Code and State Fire Code applicable throughout the State of Utah and to political subdivisions of the State;

WHEREAS, Utah Code § 15A-1-204 provides that the State Construction Code is the construction code that the State and each political subdivision shall follow;

WHEREAS, the Utah Legislature periodically adopts new editions of nationally recognized construction and fire codes and statewide amendments, making edition-specific municipal ordinances unnecessarily susceptible to becoming obsolete;

WHEREAS, Utah Code § 10-3-711 permits a municipality to adopt state laws relating to building or safety standards by reference, and Utah Code Title 15A independently establishes the controlling statewide construction and fire codes;

WHEREAS, Utah law permits a political subdivision, subject to statutory limitations, to adopt appendices to the International Fire Code; and

WHEREAS, the City Council finds that replacing Title 15 will promote consistent administration, avoid conflicts with state law, and protect the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PLEASANT VIEW CITY, UTAH, AS FOLLOWS:

SECTION 1. REPEAL AND REPLACEMENT OF TITLE 15.

Pleasant View Municipal Code Title 15, Buildings and Construction, is repealed and replaced in its entirety with Exhibit A attached to and incorporated into this Ordinance.

SECTION 2. CONFLICT AND REPEALER.

All ordinances, resolutions, policies, and provisions of the Pleasant View Municipal Code are repealed or superseded only to the extent they irreconcilably conflict with this Ordinance. Nothing herein repeals a lawful requirement administered under another title of the Municipal Code unless expressly stated.

SECTION 3. SEVERABILITY.

If any provision of this Ordinance or Exhibit A is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

SECTION 4. CODIFICATION.

The City Recorder is authorized to make nonsubstantive numbering, formatting, capitalization, punctuation, and cross-reference corrections necessary to codify this Ordinance, provided no substantive change is made.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect following adoption and publication or posting as required by Utah law, on the date stated in the City Recorder's certificate or as otherwise provided by law.

PASSED AND ADOPTED by the Pleasant View City Council this ____ day of _____, 2026.

PLEASANT VIEW CITY, UTAH

Steve Gibson, Mayor

Attest:

Laurie Hellstrom, City Recorder

Posted this ____ day of _____, 2026

This ordinance has been approved by the following vote of the Pleasant View City Council:

CM Arrington	_____
CM Ferry	_____
CM Marriott	_____
CM Urry	_____
CM Wilkinson	_____

EXHIBIT A
PLEASANT VIEW MUNICIPAL CODE
TITLE 15
BUILDINGS AND CONSTRUCTION

Chapter 15.04 – State Construction Codes

15.04.010 Purpose.

The purpose of this Title is to provide for the administration and enforcement within Pleasant View City of the construction and fire codes adopted by the State of Utah and to protect the public health, safety, and welfare through the regulation of the construction, alteration, enlargement, repair, use, occupancy, location, maintenance, and demolition of buildings and structures.

15.04.020 State Construction Code Adopted.

A. Pleasant View City recognizes and shall administer and enforce the Utah State Construction Code as defined in and adopted pursuant to Utah Code Title 15A, State Construction and Fire Codes Act, including the construction codes, standards, appendices, statewide amendments, additions, deletions, exceptions, and modifications that are part of the State Construction Code under applicable state law.

B. The Utah State Construction Code in effect under Utah law is incorporated into this Title by reference. A later code edition, amendment, or provision adopted by the State of Utah shall become applicable within Pleasant View City on the effective date established by state law by operation of state law. Nothing in this section is intended as an independent prospective adoption of a model code not yet adopted by the State of Utah.

C. The State Construction Code includes, as applicable, the editions adopted by the Utah Legislature of the following nationally recognized codes and standards, together with all provisions incorporated into the State Construction Code under Utah Code Title 15A:

1. International Building Code (IBC), including appendices adopted by the State of Utah;
2. International Residential Code (IRC), including appendices adopted by the State of Utah;
3. International Plumbing Code (IPC);
4. International Mechanical Code (IMC);
5. International Fuel Gas Code (IFGC);
6. National Electrical Code (NEC / NFPA 70);
7. International Energy Conservation Code (IECC);
8. International Existing Building Code (IEBC);
9. International Swimming Pool and Spa Code (ISPSC), to the extent incorporated into the State Construction Code;
- 10. Applicable provisions governing manufactured homes, modular buildings, factory-built housing, and other construction standards incorporated under Utah Code Title 15A; and**
- 11. Any successor code, standard, appendix, or provision later adopted or incorporated by the State of Utah as part of the State Construction Code.**

D. Whenever the Utah Legislature adopts, amends, supersedes, replaces, delays, phases in, or repeals a code edition or provision of the State Construction Code, Pleasant View City shall administer and enforce the State requirement on the effective date established by state law. Separate City action shall be taken when state law expressly requires or authorizes local adoption, including any local amendment or optional code provision.

15.04.030 State Amendments Incorporated.

All statewide amendments, additions, deletions, exceptions, modifications, effective-date provisions, and transition provisions that are made part of the State Construction Code under Utah Code Title 15A, as amended from time to time, are incorporated by reference and shall be administered and enforced within Pleasant View City.

No provision of this Title shall be interpreted to supersede, replace, or modify a mandatory statewide amendment adopted by the State of Utah.

15.04.040 Conflict With State Law.

A. Where a provision of this Title conflicts with the Utah State Construction Code or another applicable provision of state law, the State Construction Code and applicable state law shall control.

B. Nothing contained in this Title shall be interpreted as establishing a construction standard more restrictive than the State Construction Code where such a local requirement is prohibited by Utah Code Section 15A-1-204 or other applicable state law.

C. Any local amendment to a construction code shall be effective only when authorized and adopted in accordance with Utah law.

Chapter 15.08 – Administration and Enforcement

15.08.010 Building Official.

The City shall designate a qualified Building Official as required by Utah law. The Building Official shall administer and enforce the State Construction Code and this Title within the jurisdiction of Pleasant View City.

The Building Official may designate qualified inspectors, plans examiners, employees, contractors, or third-party inspection firms as authorized by state law to perform duties associated with administration and enforcement of the State Construction Code.

15.08.020 Powers and Duties.

The Building Official is authorized to:

- A. Receive and review applications for building and construction permits;
- B. Review construction documents for compliance with applicable codes;
- C. Issue, deny, suspend, or revoke permits as authorized by law;
- D. Conduct or cause to be conducted required inspections;
- E. Issue correction notices, notices of violation, and stop-work orders;
- F. Approve alternative materials, designs, and methods of construction where authorized by the applicable code;
- G. Issue certificates of occupancy and temporary certificates of occupancy;
- H. Require documentation reasonably necessary to determine compliance with applicable construction codes;
- I. Interpret the provisions of the State Construction Code in accordance with the authority granted to the Building Official by the applicable code and Utah law; and
- J. Exercise all other authority assigned to a building official or local regulator under Utah Code Title 15A and the State Construction Code.

15.08.030 Permits Required.

Except where specifically exempted by the State Construction Code or Utah law, a permit shall be obtained before any person may construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building

or structure, or install, alter, replace, or modify any regulated electrical, gas, mechanical, plumbing, or other building system.

Permit requirements and exemptions shall be governed by the applicable State Construction Code and Utah law.

15.08.040 Application and Construction Documents.

Applications, plans, specifications, engineering documents, site information, and other construction documents required for a permit shall be submitted in the form and manner prescribed by the Building Official and shall contain sufficient information to demonstrate compliance with applicable City ordinances and the State Construction Code.

Nothing in this section authorizes the City to require plans, reports, or other information prohibited by state law. If the City rejects a permit or withholds an approval for failure to comply with Utah Code Title 15A or other applicable state law, the City shall cite with specificity the applicable provision and describe how the project fails to comply, as required by Utah Code Section 15A-1-104.

15.08.050 Inspections.

Construction or work for which a permit is required shall remain accessible and exposed for inspection until approved where required by the applicable code.

The permit holder or responsible party shall notify the Building Department when work is ready for inspection. Approval of an inspection does not authorize a violation of the State Construction Code, approved construction documents, Utah law, or other applicable City ordinances.

15.08.060 Certificate of Occupancy.

No building or structure for which a certificate of occupancy is required by the State Construction Code shall be occupied until the Building Official has issued the required certificate of occupancy or temporary certificate of occupancy.

Issuance of a certificate of occupancy shall not be construed as approval of a violation of applicable law; provided, however, that the City shall comply with Utah Code Section 15A-1-104 and any other applicable limitation on withdrawing a certificate of occupancy or exercising additional jurisdiction over elements for which a certificate has been issued.

15.08.070 Stop Work Orders.

Whenever the Building Official determines that work is being performed contrary to the State Construction Code, approved construction documents, the conditions of a permit, or applicable law, the Building Official may issue a stop-work order in accordance with the applicable construction code and Utah law.

Upon issuance of a stop-work order, the work identified in the order shall cease until authorized to resume by the Building Official.

Chapter 15.12 – Mechanical and Fuel Gas Codes

15.12.010 Codes Applicable.

Mechanical and fuel gas installations within Pleasant View City shall comply with the editions of the International Mechanical Code and International Fuel Gas Code then incorporated into the Utah State Construction Code, together with all applicable statewide amendments and successor provisions adopted under Utah Code Title 15A.

The editions and provisions adopted by the State of Utah shall govern automatically upon their effective date under state law without further amendment of this Title.

Chapter 15.16 – Plumbing Code

15.16.010 Code Applicable.

Plumbing installations within Pleasant View City shall comply with the edition of the International Plumbing Code then incorporated into the Utah State Construction Code, together with all applicable statewide amendments and successor provisions adopted under Utah Code Title 15A.

The edition and provisions adopted by the State of Utah shall govern automatically upon their effective date under state law without further amendment of this Title.

Chapter 15.20 – Electrical Code

15.20.010 Code Applicable.

Electrical installations within Pleasant View City shall comply with the edition of the National Electrical Code then incorporated into the Utah State Construction Code, together with all applicable statewide amendments and successor provisions adopted under Utah Code Title 15A.

The edition and provisions adopted by the State of Utah shall govern automatically upon their effective date under state law without further amendment of this Title.

Chapter 15.24 – State Fire Code

15.24.010 State Fire Code Recognized and Adopted.

The Utah State Fire Code adopted pursuant to Utah Code Title 15A, Chapter 5, together with all statewide amendments, additions, deletions, exceptions, and modifications, shall apply within Pleasant View City as provided by state law and shall be administered by the applicable authority having jurisdiction.

A later State Fire Code edition or statewide amendment adopted by the State of Utah shall become applicable within Pleasant View City on the effective date established by state law by operation of state law. Separate City action shall be taken for local amendments, appendices, or other provisions when required or authorized by Utah law.

15.24.020 Administration and Enforcement.

The State Fire Code shall be administered and enforced by the fire code official or fire authority having jurisdiction, in coordination with the Pleasant View City Building Official where construction permits, certificates of occupancy, building inspections, or other overlapping responsibilities are involved.

15.24.030 Fire Code Appendices and Local Requirements.

Adoption of Appendices to the International Fire Code. Pursuant to Utah Code Section 15A-1-204(7)(c), and subject to all limitations imposed by state law, the following appendices to the edition of the International Fire Code then applicable under the Utah State Fire Code are adopted within Pleasant View City. These appendices shall be interpreted and enforced consistently with the State Fire Code and Utah law:

Appendix A: Board of Appeals

Appendix B: Fire-flow Requirements for Buildings, subject to the limitations in Utah Code Section 15A-1-204(7)(c), including applicable limits on fire-flow requirements for structures regulated by the International Residential Code and limitations on residential fire-sprinkler requirements.

Appendix C: Fire Hydrant Locations and Distribution

Appendix D: Fire Apparatus Access Roads. Appendix D is adopted subject to Utah law. City public works, grading, road, and development standards may supplement Appendix D to the extent authorized by law and not

inconsistent with the State Fire Code. If a conflict exists that cannot lawfully be harmonized, applicable state law and the State Fire Code shall control.

Chapter 15.28 – Energy Conservation Code

15.28.010 Code Applicable.

Buildings and structures subject to energy conservation requirements shall comply with the edition of the International Energy Conservation Code then incorporated into the Utah State Construction Code, together with all statewide amendments, exceptions, modifications, transition provisions, and successor provisions adopted under Utah Code Title 15A.

Where residential energy requirements applicable to buildings regulated by the International Residential Code are modified by Utah law, the Utah amendments shall control.

Chapter 15.30 – Existing Buildings

15.30.010 Existing Building Code.

Alterations, repairs, additions, changes of occupancy, relocation, and other regulated work involving existing buildings shall comply with the edition of the International Existing Building Code and other existing-building provisions then incorporated into the State Construction Code, as applicable.

Existing one- and two-family dwellings and townhouses regulated by the International Residential Code shall be regulated in accordance with the applicable provisions of the State Construction Code.

15.30.020 Existing Conditions.

Nothing in this Title shall require an existing building or condition that was lawfully established to be brought into full compliance with current new-construction requirements solely because the State Construction Code has subsequently changed, except where compliance is required by:

- A. The applicable provisions of the State Construction Code;
- B. An alteration, addition, repair, change of occupancy, or change of use;
- C. An unsafe or dangerous condition;
- D. An applicable fire, health, zoning, or property maintenance requirement; or
- E. Other applicable state or federal law.

Chapter 15.32 – Public Construction Standards

15.32.010 Standards Adopted.

Public improvements, infrastructure, utilities, streets, sidewalks, curb and gutter, storm drainage facilities, and other improvements located within or dedicated to Pleasant View City shall comply with the applicable Pleasant View City Public Works Standards, engineering standards, development standards, specifications, and standard drawings adopted by the City Council.

Where such standards regulate a matter governed by the Utah State Construction Code, the provisions of Utah Code Title 15A shall control.

Chapter 15.36 – Flood Hazard Control

15.36.010 Applicability.

Construction and development within areas subject to flood hazard regulation shall comply with the City's adopted floodplain management ordinance, applicable Federal Emergency Management Agency requirements, applicable state law, and the flood-resistant construction provisions of the State Construction Code.

15.36.020 Building Official Responsibilities.

The Building Official shall coordinate building permit review with the City's designated floodplain administrator when proposed construction is located within a regulated flood hazard area.

Issuance of a building permit shall not constitute approval of a project under separate floodplain, zoning, subdivision, engineering, storm water, or other applicable requirements.

Chapter 15.40 – Fees

15.40.010 Building and Construction Fees.

Fees for permits, plan review, inspections, certificates, re-inspections, additional reviews, and other services administered under this Title shall be established by the Pleasant View City Consolidated Fee Schedule, as adopted and amended by resolution of the City Council.

15.40.020 State Surcharges.

In addition to City-established fees, the City shall collect and remit any building permit surcharge or other fee required by Utah law.

Chapter 15.44 – Appeals

15.44.010 Appeals.

Appeals from decisions or interpretations of the Building Official involving the State Construction Code shall be processed through the method of appeal established by the City in accordance with Utah Code Section 15A-1-207, Utah Code Section 15A-2-105, and the applicable code. Fire-code appeals shall be processed in accordance with applicable state law and the State Fire Code.

Nothing in this Chapter shall authorize an appeal body to waive a requirement of the State Construction Code where such waiver is not authorized by state law.

Chapter 15.48 – Violations and Enforcement

15.48.010 Unlawful Acts.

It is unlawful for any person to construct, alter, repair, demolish, occupy, use, install, or maintain a building, structure, building system, or equipment in violation of:

- A. The Utah State Construction Code;
- B. The Utah State Fire Code when applicable;
- C. An approved permit or approved construction documents;
- D. A lawful order issued by the Building Official or other authorized official; or
- E. This Title.

15.48.020 Remedies.

The City may utilize any remedy authorized by the State Construction Code, Utah law, or the Pleasant View Municipal Code, including correction notices, stop-work orders, withholding of inspections, withholding or

revocation of certificates of occupancy where legally authorized, civil enforcement, administrative remedies, and criminal enforcement.

Remedies provided by this Title are cumulative and not exclusive.

15.48.030 Penalty.

A violation of this Title shall be punishable as provided by the general penalty provisions of the Pleasant View Municipal Code unless a different penalty or enforcement procedure is required by state law.

Each day a violation continues after notice may constitute a separate violation to the extent authorized by law.

Chapter 15.52 – General Provisions

15.52.010 State Law Controls.

The intent of this Title is to administer and enforce the construction standards adopted by the State of Utah and not to establish a separate municipal construction code that conflicts with or exceeds the City's authority under Utah law.

References in this Title to the State Construction Code, State Fire Code, Utah Code Title 15A, or an individual model code shall mean the applicable code, amendment, or standard then in effect under Utah law. Changes adopted by the State become applicable within Pleasant View City on the effective date established by state law by operation of state law. Separate City action shall be taken where Utah law requires or authorizes local adoption, amendment, or selection of an optional provision.

15.52.020 Severability.

If any section, subsection, sentence, clause, or phrase of this Title is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15.52.030 Repeal of Obsolete Provisions.

All prior provisions of Pleasant View Municipal Code Title 15 that adopt or amend superseded editions of the Uniform Building Code, Uniform Housing Code, International Building Code, International Residential Code, International Mechanical Code, International Plumbing Code, International Fuel Gas Code, National Electrical Code, International Energy Conservation Code, or International Fire Code are repealed to the extent inconsistent with this Title.

The repeal of an obsolete construction code provision shall not invalidate a permit, approval, enforcement action, or other lawful action taken while that provision was in effect.

ORDINANCE 2026-29

AN ORDINANCE AMENDING SECTION 6.04.180 OF THE PLEASANT VIEW CITY MUNICIPAL CODE

WHEREAS, Pleasant View City desires to simplify dog licensing fees and promote compliance;

WHEREAS, the City Council finds it in the best interest of the public health, safety, and welfare to establish a uniform licensing fee and early compliance incentive;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PLEASANT VIEW CITY, UTAH:

Section 1. Amendment. Section 6.04.180 is amended as set forth herein as 'Exhibit A'.

Section 2. Severability. If any provision is held invalid, the remainder shall not be affected.

Section 3. Effective Date. This ordinance shall take effect upon publication or posting as required by law **and for the start of the 2027 dog licensing year.**

PASSED AND ADOPTED this 13th day of October 2026.

PLEASANT VIEW CITY, UTAH

Steve Gibson, Mayor

Attest:

Laurie Hellstrom, City Recorder

Posted this ____ day of _____, 2026

This ordinance has been approved by the following vote of the Pleasant View City Council:

CM Arrington	_____
CM Ferry	_____
CM Marriott	_____
CM Urry	_____
CM Wilkinson	_____

6.04.180 Dogs — License Required — Inoculation

A. LICENSE REQUIRED.

1. License Requirement. All dogs kept within Pleasant View City that are over six (6) months of age, or maintained within the city for more than sixty (60) days, shall be licensed and registered.
2. License Fee. The annual license fee for each dog shall be fifteen dollars (\$15.00).
3. Early Purchase Discount. A five-dollar (\$5.00) discount shall apply to any license purchased on or before March 1 of each year.
4. Time for Licensing. Licenses shall be obtained on or before March 1 of each year.
5. Application Requirements. The owner shall provide the name and address of the owner; name, breed, color, and sex of the dog; and date of the dog's most recent rabies vaccination.
6. Exemptions. This section does not apply to nonresident dogs temporarily in the city; dogs in dog shows; or licensed commercial kennels.
7. Payment. Payment shall be made to the Director of Finance or authorized designee.

B. RABIES VACCINATION REQUIRED.

No license shall be issued for any dog that has not been vaccinated against rabies, except dogs under six (6) months of age or those exempted by a veterinarian. Proof of vaccination is required.

C. LICENSE TAG ISSUANCE.

Upon approval and payment, the city shall issue a durable license tag.

D. DISPLAY OF TAG.

All dogs shall wear a current license tag at all times, except during dog shows.

E. RECORDS.

The city shall maintain a record of all license tags issued.

F. REMOVAL OF TAG.

No person shall remove a license tag without owner consent, except authorized personnel.

G. IMPROPER USE.

No person shall use a license tag for any dog other than the dog for which it was issued.

H. VIOLATIONS.

Any owner of an unlicensed dog is guilty of an infraction.

I. REPLACEMENT TAGS.

Lost or destroyed tags shall be replaced at no cost.

RESOLUTION 2026-AA

A RESOLUTION OF THE PLEASANT VIEW CITY COUNCIL ADOPTING AN INTERLOCAL AGREEMENT BETWEEN PLEASANT VIEW CITY AND WEBER COUNTY ON BEHALF OF THE WEBER COUNTY CLERK'S OFFICE, ELECTIONS DIVISION FOR ELECTION SERVICES.

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

WHEREAS, Utah Code Ann. § 11-13-101 et. Seq., permits governmental entities to enter into cooperation agreements with each other;

WHEREAS, Pleasant View City recognizes the importance and need for joint cooperation with the local county to provide and receive services which is necessary and needed to provide election services to City;

WHEREAS, the City Council finds that adopting and supporting the interlocal agreement is in the best interest of the citizens of Pleasant View City;

NOW THEREFORE, the Pleasant View City Council hereby resolves to adopt the attached Interlocal Agreement between Pleasant View City and Weber County approving and authorizing the execution of the Interlocal Agreement relating Election Services. The Mayor of Pleasant View City is authorized and directed to execute the Interlocal Agreement for and on behalf of Pleasant View City.

Passed this 13th day of October, 2026.

Steve Gibson, Mayor

Attested and Recorded:

Laurie Hellstrom, City Recorder

This Resolution has been approved by the following vote of the Pleasant View City Council:

Councilmember Arrington	_____
Councilmember Ferry	_____
Councilmember Marriott	_____
Councilmember Wilkinson	_____
Councilmember Urry	_____

City Contract No. _____
County Contract No. _____

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
WEBER COUNTY
on behalf of the
WEBER COUNTY CLERK'S OFFICE, ELECTIONS DIVISION
-AND-
PLEASANT VIEW CITY

THIS AGREEMENT is made and entered into the _____ day of _____, 2026, by and between WEBER COUNTY, a political subdivision of the State of Utah ("County"), on behalf of its Clerk's Office, Elections Division, and Pleasant View City ("City"). The County and the City may be referred to collectively as the "Parties" and may be referred to individually as a "Party."

WITNESSETH:

WHEREAS, the County desires to provide the services of its Clerk's office, Elections Division, to the City for the purpose of assisting the City in conducting the City's 2027 and 2029 primary and general municipal elections as well as any other municipal elections, ballot propositions, or other election related processes held during off-year elections.; and

WHEREAS, the City desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree as follows:

1. **Term.** County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on January 1, 2030. The term of this Agreement may

be extended by mutual agreement in writing signed by all Parties. Either Party may cancel this Agreement upon ninety (90) days written notice to the other party. Upon such cancellation, each Party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Weber County Clerk's Office, Elections Division, shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit A. Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit A and as needed to ensure implementation of the City's 2027 and 2029 primary and general municipal elections as well as any municipal elections, ballot propositions, or other election related processes held during off-year elections.

3. **Legal Requirements.** The County and the City understand and agree that the 2027 and 2029 primary and general municipal elections and any municipal elections, ballot propositions, or other election related processes held during off-year elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the rate estimate given to the City by the County in Exhibit B. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty (30) days of receiving

it. The invoice shall contain the number of active registered voters as of one week before Election Day, the rate used, and jurisdictions participating in the election(s). In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** Both Parties are governmental entities under the Governmental Immunity Act of Utah, § 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these Parties. Subject to and consistent with the terms of the Act, the Parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither Party shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

6. **Insurance.** Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

7. **Election Records.** The County shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The County shall respond to all public record requests related to this Agreement and the underlying elections

and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. and all other relevant local, state and federal laws.

8. **Service Cancellation.** If the Agreement is canceled by the City as provided herein, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

9. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

10. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended ("Interlocal Act"), 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 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act ;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;

(d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Recorder of the City and the County Clerk of the County, acting as a joint board. 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, and 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.

11. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

13. **Integration.** This Agreement, with attached exhibits, embodies the entire agreement between the Parties and shall not be altered except in writing signed by both Parties.

14. **Data Privacy Act.** As governmental entities, both Parties are subject to Utah Code title 63A, chapter 19, the Utah Data Privacy Act. Under the Act, “personal data” is defined as “information that is linked or can be reasonably linked to an identified individual or an identifiable individual.” See Utah Code Ann. §63A-19-101. Both Parties acknowledge that they are familiar with, and will comply with, the requirements of Utah Code title 63A, chapter 19, with regard to the personal data processed or accessed by the Parties as a part of the required duties under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

PLEASANT VIEW CITY

By: _____
MAYOR

ATTEST:

City Recorder

Approved as to form and compliance
with applicable law:

City Attorney

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____
Gage Froerer, Chair
Commissioner Arrington Bolos voted _____
Commissioner Harvey voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved as to form and compliance
with applicable law:

County Attorney

Date: _____

Exhibit A
Scope of Work for Election Services

The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended).

The City shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The City shall be responsible for all public notice(s) required by law. The County may additionally publish election notices at its own discretion, but this does not relieve the City of its obligations to publish all public notices required by law.

The City shall be responsible for collecting and delivering ballots that are placed in drop boxes within their City to the County in a timely manner, in accordance with drop box procedures created by the County, and according to a schedule agreed upon by the City and the County up through and including the end of Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items. The County shall be responsible for collecting and delivering ballots that are placed in drop boxes within the County in a timely manner. The City shall be given the collection schedule ahead of time, however any and all changes to the schedule or method of collection are at the discretion of the County. The City shall be responsible for returning and delivering ballots on Election Night in accordance with drop box procedures created by the County and according to a schedule created by the County. The City shall be responsible for locking their drop boxes at exactly 8pm on Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items.

The City agrees to consolidate all elections administration functions and decisions in the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- ballot layout and design;
- ballot mailings;
- ballot printing;
- compensate vote center poll worker (Exhibit C);
- conduct audits (as required);
- conduct recounts (as needed);
- delivery of supplies and equipment;
- election day administrative support;
- operation of county wide vote centers (Exhibit C);
- poll worker recruitment and training;
- printing optical scan ballots;

- program electronic voter register;
- program and test voting equipment;
- provisional ballot verification;
- tabulate and report election results on County website; and
- update voter history database.

In the case of a referendum or ballot proposition, the County Clerk's responsibilities are limited to its statutory requirements such as placing the measure on the ballot as required by law. The County Clerk is not responsible for the municipality or special districts statutory responsibilities such as preparing a voter information pamphlet or providing a legal analysis, fiscal analysis, or other explanatory materials regarding the measure. The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

Exhibit B
Cost Estimate for Election Services

Below is the good faith estimate for the upcoming *election cycles* for Pleasant View City. The City will be billed for the actual costs after each election, according to the County's cost per active registered voter. The per voter rate will not exceed \$3.25 per active registered voter per election. The number of active registered voters and cost per each will be determined by the registration deadline, one week prior to each election. See the table below for an estimated cost breakdown at the rate of \$3.25 per voter.

Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections, which will not exceed the estimated rate of \$3.25 per voter.

If one or more jurisdictions, other than the City, hold a special election within the same precinct as the municipal election, then the City shall pay the County the actual cost of the election for that precinct, divided by the number of participating jurisdictions within that precinct. See the table below for an estimated cost of an election with multiple participating jurisdictions at the rate of \$3.25.

A nominal administrative fee will be charged to each jurisdiction sharing a ballot, not to exceed \$0.05 per active registered voter.

Example of the Impact of Cost Sharing Across Multiple Jurisdictions			
Number of Participating Jurisdictions	Active Registered Voters Per Precinct*	Estimated Rate	Total Cost Per Precinct
1	1,000	\$3.25	\$3,250
2	1,000	\$1.67 (half plus \$0.05)	\$1,670
3	1,000	\$1.13 (1/3 plus \$0.05)	\$1,130

*Largest precinct within municipality used as an example

Estimated Cost per Election		
Active Registered Voters Per Municipality	Estimated Rate	Total Cost Per Municipality
37,643	\$3.25	\$122,339.75

*This table represents the total cost per municipality at the highest estimated rate, however cost is calculated per precinct (see table above)

Exhibit C

Core Vote Centers

2027 Locations*
Weber Center
Ogden Valley Library
Weber County Fairgrounds

*Vote Centers are subject to change in accordance with state law and the decision of the County.

Additional polling locations may be established by consent of both the City and the County, the cost of which will be borne by the City, and which would be in addition to the estimates provided in Exhibit B. The County does not guarantee that all vote centers will be used in an election.



POLICY 2026-4

Appeal Process for Fees Assessment Waivers and Rebates Policy.

PURPOSE: The purpose of amending the Appeal Process for Fees Assessment Waivers and Rebates Policy is to separate out and clarify the Transportation Utility Fees (TUF) appeals.

SECTION ONE: The Appeal Process for Fees Assessment Waivers and Rebates Policy is hereby amended as stated in 'Exhibit A' (attached).

APPROVED and EFFECTIVE this 13th day of October, 2026

PLEASANT VIEW CITY, UTAH

Steve Gibson, Mayor

Attest:

Laurie Hellstrom, City Recorder

This ordinance has been approved by the following vote of the Pleasant View City Council:

CM Arrington	_____
CM Ferry	_____
CM Marriott	_____
CM Urry	_____
CM Wilkinson	_____

Appeal Process for Fees Assessment Waivers and Rebates Policy.

1. Any person or entity that believes that this fee schedule was interpreted or applied erroneously may appeal to the City Administrator.
2. The City Administrator may hear complaints and make corrections of any assessments, established in this fee policy and resolution which are alleged to be incorrect, illegal, unequal, or unjust.
3. The City Administrator may temporarily, if he/she sees fit, adjust, assess, or rebate all or any part of a fee established in this Resolution for fees schedule. Any adjustment of fees will be a one-time only exception. However, this fee waiver/rebate process specifically excludes development and impact fees.
4. The City Administrator can only adjust fees which are less than 3 months old.
5. The City Administrator or designee shall have the authority to waive utility charges up to \$100.
6. If a fee has been assessed to the City as a direct result of the applicant’s negligence, inattention, etc., the fee will not be eligible for an appeal. (Example: If a utility payment check is returned to the City for insufficient funds, and the City’s bank imposes a fee on the City for processing that returned check, and in turn the City passes that fee along to the user account, that fee isn’t eligible for refund.)
7. The appeal shall be filed with the City within thirty (30) business days of the user or customer receiving their billing statement.
8. The City Administrator will respond to the appellant within 30 days of receiving an appeal and inform the Treasurer, Mayor and City Council of action resulting from the appeal.

TUF Appeals:

1. Appeals shall be submitted **in writing** to the City Administrator, and include at a minimum:
 - a. Date of the request, name, address, and contact information for the requestor.
 - b. An explanation of the circumstances the requestor believes justifies the request.
 - c. The amounts, dates and payment methods for the protested fees.
 - d. The exact relief sought by the applicant (refund, reimbursement, waiver, etc.).
 - e. Appeals for Transportation Utility Fees must provide evidence of their actual traffic count or trip generation.

Chapter 2.32 - Purchasing System – Distribution of Property

(Rescinded October 28, 2008, except for Section 2.32.070)

2.32.070 Public Property Disposal or Lease. All disposals, leases, and/or subleases of public property of the city shall be made, as nearly as possible, under the same conditions and limitations as required by this chapter in the purchase of public property, but the city council may also authorize, at its discretion;

A. The sale of any such property at public auction if it deems such a sale desirable and in the best interest of the city. Significant parcels of real property are subject to the requirements of Section 2.32.080 DISPOSAL OF REAL PROPERTY PROCEDURES prior to auction; or

B. The lease or sublease of any such property at a properly advertised public hearing under such terms and conditions as it may deem are desirable, fair and appropriate, considering intended land use and equivalent property tax value, and in the best interest of the city. (Ordinance 2014-2, dated 2/18/14 prior codes: Res 2008-15, dated 10/28/08, Res 93-J, 6/22/93, and Ord. 79-7 §8, 1979)

2.32.080 Disposal of Real Property Procedures. The disposal of a significant parcel of real property shall follow the procedures set forth in Utah Code Annotated Section 10-8-2.

A. Definition: For the purposes of this chapter, a "significant parcel" is defined as a parcel of real property, or combination of contiguous parcels having a market value in excess of \$25,000; or, a parcel of real property, or a combination of contiguous parcels, having a size in excess of one-half acre.

B. Notice: Reasonable notice of the proposed conveyance of a significant parcel of real property shall be the following:

1. Notice of the public hearing shall be provided at least fourteen (14) days prior to the meeting. The notice shall contain the date, time and place of the public hearing, and a brief description of the location of the property and purpose of the disposal. Such notice shall be published at least once prior to the hearing in a newspaper of general circulation of the City, posted on the City's website and posted at Pleasant View City Offices. (Ordinance 2014-2, dated 2/18/14)