



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on **Thursday, February 6, 2025**, starting at 7:00 PM in the **Council Chambers in Kaysville City Hall at 23 East Center Street, Kaysville, UT**. The meeting will be streamed on YouTube, and the link to the meeting will be posted on www.KaysvilleLive.com.

Public comments during the meeting are only taken for Action Items, "Call to the Public", or public hearings. **Those wishing to speak during these times must sign up in person before the meeting begins.** Comments may also be submitted to the City Council via email to publiccomment@kaysville.gov. Emailed comments will NOT be read aloud at the meeting.

CITY COUNCIL Q&A – 6:30 PM

The City Council will be available to answer questions or discuss any matters the public may have.

CITY COUNCIL MEETING – 7:00 PM

The agenda shall be as follows:

- 1) OPENING
 - a) Presented by Council Member Mike Blackham
- 2) CALL TO THE PUBLIC (3 MINUTE LIMIT, MUST SIGN UP IN PERSON)
- 3) DECLARATION OF ANY CONFLICTS OF INTEREST
- 4) CONSENT ITEMS
 - a) Approval of a Resolution Authorizing an Interlocal Agreement for Third-Party Building Inspections Between Davis County, Farmington City, Kaysville City and West Haven City
- 5) ACTION ITEMS
 - a) An Ordinance amending Kaysville City Code 17-24-2 "Farm Animals" and 17-2 "Definitions"
- 6) WORK ITEMS
 - a) An Ordinance amending various sections of Title 12 "Parks, Public Property, and Recreation" of the Kaysville City Code
- 7) COUNCIL MEMBERS REPORTS
- 8) CITY MANAGER REPORT
- 9) ADJOURNMENT

Kaysville City is dedicated to a policy of non-discrimination in admission to, access to, or operations of its programs, services, or activities. If you need special assistance due to a disability, please contact the Kaysville City Offices at (801) 546-1235 at least 24 hours in advance of the meeting to be held.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at Kaysville City Hall, Kaysville City website at www.kaysville.gov, and the Utah Public Notice website at www.utah.gov/pmn. Posted on January 31, 2025.

CITY COUNCIL STAFF REPORT



MEETING DATE: February 6, 2025

TYPE OF ITEM: Consent Items

PRESENTED BY: Melinda Greenwood, Community Development Director

SUBJECT/AGENDA TITLE: Approval of a Resolution Authorizing an Interlocal Agreement for Third-Party Building Inspections Between Davis County, Farmington City, Kaysville City and West Haven City

EXECUTIVE SUMMARY:

During the 2024 legislative session, the Utah Legislature adopted SB 185 (now Utah State Code 15-A-1-105), which states that if a residential building inspection cannot be provided within three days of the requested date, the contractor may utilize a list of approved third-party inspectors to complete that inspection. On June 6, 2024, the City Council approved an interlocal agreement (attached) for third-party building inspections between Kaysville City, Farmington City, Syracuse City, and West Haven City. Davis County has requested that we enter into another interlocal agreement that would include them as a partner for inspection services as well as Farmington, West Haven and Kaysville.

While the City doesn't track these data, it is a rare occurrence when we cannot accommodate an inspection request within three days. Staff estimates that 99% of the time, we are able to meet this metric. Since the interlocal agreement was put in place last June, Kaysville has not called on another entity to perform an inspection for us, and we have not conducted inspections for another agency.

City Council Options:

1. Approve the interlocal agreement with Kaysville City, Davis County, Farmington City and the City of West Haven for Third-Party Building Inspections.
2. Do not approve the interlocal agreement.

Staff Recommendation:

Staff recommends approval of an Interlocal Agreement with Kaysville City, Davis County, Farmington City and the City of West Haven for Third-Party Building Inspections.

Fiscal Impact:

Approval of the ILA will allow the City to provide and receive services at no cost.

ATTACHMENTS:

1. Agreement for Third-Party Building Inspections - Davis County Farmington City Kaysville City and West Haven City - Farmington Edits (1)
2. Utah State Code 15A-1-105 Third Party Inspection Firms

3. Resolution ILA Third Party Inspections

INTERLOCAL AGREEMENT FOR THIRD-PARTY BUILDING INSPECTIONS

AN INTERLOCAL AGREEMENT, PURSUANT TO UTAH CODE TITLE 11, CHAPTER 13 (this “Agreement”), by and between, Davis County, a body corporate and politic and legal subdivision of the State of Utah, Farmington City, a municipal corporation of the State of Utah, Kaysville City, a municipal corporation of the State of Utah, and West Haven City, a municipal corporation of the State of Utah (each individually, a “Party,” collectively, the “Parties, ” and Farmington City, Kaysville City, and West Haven City collectively, the “Municipal Parties”).

WHEREAS, the Municipal Parties employ building inspectors who conduct building inspections within each of their jurisdictions; and

WHEREAS, Utah Code Section 15A-1-105 (2024), effective May 1, 2024, requires each of the Parties to create a third-party inspection firm list; and

WHEREAS, Utah Code Section 15A-1-105 (2024) allows the Parties to include, in their respective third-party inspection firm lists, building inspectors from adjacent cities or counties; and

WHEREAS, Davis County desires to fill its third-party inspection firm list with building inspectors employed by the Municipal Parties; and

WHEREAS, Utah Code Section 15A-1-105 (2024) allows permit applicants to engage a third-party inspector from a county’s third-party inspection firm list if that county is unable to provide a building inspection within three (3) business days after the day on which that county receives the request for inspection (as required by Utah Code Section 17-36-55(2) (2024)).

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to satisfy the requirements of Utah Code Section 15A-1-105 (2024) and other applicable laws or regulations.
2. Definitions. As used in this Agreement:
 - a. “Request” means a request from a permit applicant for a third-party inspection pursuant to Utah Code Section 15A-1-105(2) (2024);
 - b. “Requesting county” means the county from which a request is initiated; and
 - c. “Responding city” means the city that provides inspection services pursuant to a request.
3. Third-party Inspection Firm List. Davis County designates the building inspectors employed by the Municipal Parties as building inspectors on its third-party inspection firm list.
4. General Building Inspection Services. Upon receipt of a request, the responding city shall provide, without cost, inspection services necessary to fulfill the request. If the responding city is not able to fulfill the request for any reason, in the responding city’s sole discretion, then it is relieved of this obligation by promptly informing the requesting county that it does not have an inspector available to fulfill the request.
5. Qualifications of Inspectors. The Municipal Parties shall provide State of Utah Licensed Inspectors with qualifications and certifications necessary to lawfully satisfy a request.
6. Autonomy. Each of the Parties retains the autonomy to plan, organize, schedule, and otherwise direct the services provided by its building inspectors. All Parties agree that performance of obligations under this Agreement will not jeopardize building inspection services within a responding city’s jurisdiction, and that a responding city may decline a request in its sole discretion.

7. Time of Response. The Municipal Parties' building inspectors, when the Municipal Party agrees to fulfil Davis County's request pursuant to sections 4 and 6 of this Agreement, shall accommodate requests and complete inspections expeditiously.
8. Compliance with Codes. The Municipal Parties' building inspectors shall adhere to and apply the requesting county's adopted Codes, including, but not limited to, the following:
 - a. The National Electrical Code, as amended;
 - b. The International Mechanical Code, as amended;
 - c. The International Plumbing Code, as amended;
 - d. The International Building Code, as amended; and
 - e. The International Residential Code, as amended; and
 - f. The International Swimming Pool and Spa Code, as amended.
9. Costs. A responding city shall, without cost to the requesting county, furnish all labor, equipment, facilities, and supplies required to complete requested inspections.
10. Term of Agreement/Termination. This Agreement shall be effective on the date it is signed by the Parties. The term of this Agreement is five (5) years. The Parties may mutually terminate this Agreement at any time. Any Party may unilaterally terminate this Agreement, with or without cause, upon sixty (60) days' written notice to the other Parties. Such termination shall not modify this Agreement as between any of the remaining Parties, except only to exclude the terminating party from the obligations created herein.
11. Liability and Indemnification. Each Party shall indemnify, defend, and hold the other Parties, 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 or omissions and agrees to indemnify and hold the other Parties harmless therefrom.
12. Waiver. Each Party waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring as a consequence of performing this Agreement.
13. Governmental Immunity. All Parties to this Agreement are governmental entities as defined in the Utah Governmental Immunity Act found in Title 63G, Chapter 7 of the Utah Code. Nothing in this Agreement shall be construed as a waiver by any Party of any rights, limits, protections, or defenses provided by the Act. This Agreement shall not be construed, with respect to the Parties or any third party, as a waiver of any governmental immunity to which a Party to this Agreement is otherwise entitled.
14. Employment Status. Employees of the respective Parties remain the employees of that Party and do not acquire from any other Party any employment status, other employment right, or claim for wages or other benefits, including workers' compensation.
15. Interlocal Agreement Provisions. This Agreement does not create an interlocal entity. There is no separate legal entity created by this Agreement to carry out its provisions; and to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the Parties acting as a joint board. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement. This Agreement does not relieve any Party of obligations or responsibilities imposed upon that Party by law.
16. Severability. If any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant, or other provision herein contained.

If such condition, covenant, or other provision herein contained shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

17. Entire Agreement. This Agreement contains the entire agreement between the Parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the Parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.
18. Amendments. This Agreement may be modified only by a written amendment signed by each of the Parties hereto.
19. Not Assignable. This Agreement is specific to the Parties hereto and is therefore not assignable.
20. Governing Law. 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.
21. Approval of This Agreement. This Agreement shall become effective as set out in this Agreement provided it has been approved as appropriate by the above-mentioned Parties, it is filed with the keeper of records of each of Parties, and it is otherwise in accordance with the provisions of Utah Code Section 11-13-101, et seq. (1953), as amended. In accordance with the provisions of Utah Code Section 11-13-202.5(3) (2016), this Agreement shall be submitted to an attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect.
22. Counterparts. This Agreement may be signed in any number of counterparts, and, if such is the case, each counterpart that is signed and delivered, will be deemed an original and all such counterparts together will constitute one agreement.

IN WITNESS WHEREOF, the Parties have signed and dated this Agreement on the dates listed below.

DAVIS COUNTY:

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

Date: _____

REVIEWED AS TO PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW:

By: _____

Printed Name: _____

Title: _____

Date: _____

FARMINGTON CITY:

By:_____

Printed Name:_____

Title:_____

Date:_____

ATTEST:

By:_____

Printed Name:_____

Title:_____

Date:_____

REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH
APPLICABLE LAW:

By:_____

Printed Name:_____

Title:_____

Date:_____

KAYSVILLE CITY:

By:_____

Printed Name:_____

Title:_____

Date:_____

ATTEST:

By:_____

Printed Name:_____

Title:_____

Date:_____

REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH
APPLICABLE LAW:

By:_____

Printed Name:_____

Title:_____

Date:_____

WEST HAVEN CITY:

By:_____

Printed Name:_____

Title:_____

Date:_____

ATTEST:

By:_____

Printed Name:_____

Title:_____

Date:_____

REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH
APPLICABLE LAW:

By:_____

Printed Name:_____

Title:_____

Date:_____

Effective 5/1/2024

15A-1-105 Third-party inspection firms.

(1) As used in this section:

- (a) "Building permit applicant" means a person who applies to a local regulator for a building permit.
- (b) "Inspection" means a physical examination of all aspects of a structure to ensure compliance with the State Construction Code.
- (c) "Local regulator" means the same as that term is defined in Section 15A-1-102.
- (d) "Third-party inspection firm" means an entity that is:
 - (i) licensed under Title 58, Chapter 56, Building Inspector and Factory Built Housing Licensing;
 - (ii) independent, but may include a building inspector for an adjacent city or county; and
 - (iii) included on the local regulator's third-party inspection firm list.
- (e) "Third-party inspection firm list" means a list of:
 - (i) for a first, second, third, or fourth class county, or a municipality located within a first, second, third, or fourth class county, three or more third-party inspection firms approved by the local regulator; or
 - (ii) for a fifth or sixth class county, or a municipality located within a fifth or sixth class county, one or more third-party inspection firms approved by the local regulator.

(2)

- (a) Subject to the provisions of this section and Subsections 10-6-160(2) and 17-36-55(2), after submitting a request for inspection, a building permit applicant may engage a third-party inspection firm from the local regulator's third-party inspection firm list to conduct or complete an inspection for the scope of work identified under the original request for inspection.
- (b) If a building permit applicant wishes to engage a third-party inspection firm in accordance with Subsection (2)(a), the building permit applicant shall first notify the local regulator of the third-party inspection firm the building permit applicant intends to engage.
- (c) Upon completing the inspection, the third-party inspection firm shall submit the inspection report to the local regulator.
- (d)
 - (i) The local regulator shall pay the cost of the inspection to the third-party inspection firm after the local regulator receives the third-party inspection report indicating the third-party inspection firm completed the inspection.
 - (ii) This section does not require a local regulator to pay for an inspection that exceeds the scope of work identified under the original request for inspection.

(3)

- (a) The local regulator shall issue a certificate of occupancy to the building permit applicant if the third-party inspection firm:
 - (i) completes the inspection; and
 - (ii) submits the inspection report to the local regulator.
- (b) The local regulator shall promptly issue the certificate of occupancy or letter of completion after the third-party inspection firm submits the final inspection report to the local regulator as described in Subsection (3)(a)(ii).

(4) A local regulator is not liable for any inspection performed by a third-party inspection firm.

Enacted by Chapter 375, 2024 General Session

RESOLUTION 25-XX-XX

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN DAVIS COUNTY, KAYSVILLE CITY, FARMINGTON CITY AND THE CITY OF WEST HAVEN FOR THIRD-PARTY BUILDING INSPECTIONS TO FULFILL REQUIREMENTS IN UTAH STATE CODE 15A-1-105

WHEREAS, Kaysville City Community Development Department staff conduct residential building inspections new development in the City; and

WHEREAS, As of May 1, 2024, Section 15A-1-105 of the Utah Code requires cities to maintain a list of at least three third-party inspectors for occasions on which the City's building officials are not available to inspect certain residential structures within three business days of the request; and

WHEREAS, Davis County, Kaysville City, Farmington City and the City of West Haven are willing to serve as third-party inspectors in each other's jurisdictions, in a spirit of providing mutual aid to one another; and

WHEREAS, the City Council finds that this interlocal agreement will allow the City to provide prompt, competent inspection services to homebuilders and will satisfy the requirements of Utah State Code 15A-1-105.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF KAYSVILLE, UTAH:

1. That the City is hereby authorized to enter into an Interlocal Agreement with Davis County, Farmington City and the City of West Haven for Third-Party Building Inspections to Fulfill State Requirements in Utah State Code 15A-1-105.
2. That the Mayor is authorized to execute this Interlocal Agreement.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **6th day of February, 2025.**

Tamara Tran, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

CITY COUNCIL STAFF REPORT



MEETING DATE: February 6, 2025

TYPE OF ITEM: Action Item

PRESENTED BY: Melinda Greenwood, Community Development Director

SUBJECT/AGENDA TITLE: An Ordinance amending Kaysville City Code 17-24 "Farm Animals" and 17-2 "Definitions"

EXECUTIVE SUMMARY:

At the January 9, 2025 Planning Commission meeting, the Commission considered a text amendment application from resident Ben Wilson to reclassify mini horses as medium-sized farm animals. Mr. Wilson submitted detailed information (attached) about the impacts of mini horses as compared to regular-sized horses and cattle. After further research, staff drafted an amendment to support his application and make clarifying changes to the ordinance.

During the public hearing portion of the meeting, three individuals made comments or asked questions regarding the proposal, as detailed in the attached minutes. The Commission debated the proposed text amendments and offered additional suggestions for improving the existing regulations. After discussion, the Planning Commission voted unanimously (6-0) to recommend the City Council approve the proposed text amendment to Title 17, Chapter 2, Definitions, and Title 17, Chapter 24, Farm Animals.

As a matter of housekeeping, the attached draft ordinance shows additions in green text with the red text indicating removal of language.

City Council Options:

1. Approve the proposed text amendment to Kaysville City Code 17-2 Definitions and 17-24 Farm Animals.
2. Do not approve the proposed text amendment.

Staff Recommendation:

Based on the Planning Commission's recommendation, staff recommends the City Council approve the text amendment to Kaysville City Code 17-2 Definitions and 17-24 Farm Animals.

Fiscal Impact:

N/A

ATTACHMENTS:

1. PC Recommendation Mini Horses Farm Animals
 2. PC Farm Animals_Mini Horse Text Amendment 01.09.25
 3. Kaysville City Code 17-24-2 Text Amendment Proposal Updated 12-18-2024
-

**KAYSVILLE CITY
ORDINANCE 25-XX-XX**

**AN ORDINANCE AMENDING TITLE 17-2 DEFINITIONS AND 17-2 FARM
ANIMALS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY;
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Planning Commission held a public hearing on the proposed ordinance and with a vote of 6-0 issued a recommendation of approval at the January 9, 2025 meeting

WHEREAS, the Kaysville City Council considered the amendment of Title 17-2 Definitions and Title 17-24 Farm Animals in an open and public meeting and the opportunity for interested parties to be heard has been appropriately provided;

WHEREAS, the City Council finds it to be in the best interest of its citizens to amend the following sections of Kaysville City Code as outlined below.

NOW THEREFORE, be it ordained by the Council of the Kaysville City, in the State of Utah, as follows:

SECTION 1: AMENDMENT “17-2-2 Definitions” of the Kaysville City Code is hereby *amended* as follows:

A M E N D M E N T

17-2-2 Definitions

Accessory Use or Building - A use or building subordinate to the principal use of a building or principal use on the same lot, and serving a purpose customarily incidental to the use of the principal building or use. Garden sheds, greenhouses, storage shelters, and detached covered patios not equipped for use as living quarters are accessory buildings.

Agent or Owner - Any person who is legally authorized to act for the property owner.

Agriculture - The tilling of the soil, the raising of crops, horticulture and gardening, but not including the keeping or raising of farm animals and fowl, except household pets, and not including any agricultural industry or business, such as fruit packing plants, fur farms, animal hospitals, greenhouses, or similar uses.

Alley - A public right-of-way less than thirty feet (30') wide.

Amusement Arcade - A building or part of a building in which four (4) or more mechanical or electronic amusement devices are offered for use.

Animal Hospital - A place where animals or pets are given medical or surgical treatment and the boarding of animals is limited to short-term care incidental to the hospital use.

Apartment, Efficiency - A dwelling unit in a multi-family building consisting of not more than one (1) habitable room, together with cooking and sanitary facilities.

Apartment Hotel - Any building which contains dwelling units and also satisfies the definition of a hotel.

Apartment House - See Dwelling, Multiple.

Assisted Living Facility

- a. Assisted Living Facility, Type I - A residential facility that provides assistance with activities of daily living and social care to two or more residents and which is licensed or certified by the Department of Health under [Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act, of the Utah Code](#).
- b. Assisted Living Facility, Type II - A residential facility with a home-like setting that provides an array of coordinated supportive personal and health care services available 24 hours per day to residents and which is licensed or certified by the Department of Health under [Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act, of the Utah Code](#).

Automobile or Trailer Sales Area - An open area used for display, sale or rental of new or used motor vehicles, trailers, or mobile homes in operable condition, and where no repair work is done.

Automobile Repair, Major - General repair, rebuilding or reconditioning of engines, motor vehicles or trailers, collision service, including body, frame, or fender repair, or over-all painting.

Automobile Repair, Minor - Upholstering, replacement of parts and motor service to passenger cars and trucks not exceeding one and one-half (1 1/2) tons capacity, but not including other operations, named under Automobile Repair Major, or similar thereto as determined by the Building Inspector.

Automobile Service Station - A place where gasoline or other major fuel or lubricating oil or grease for operating motor vehicles is offered for sale to the public and deliveries are made directly into motor vehicles, and where services are performed to include tube and tire repair, battery charging, storage of merchandise, lubricating of automobiles, and automobile washing, and not to include repairs performed of a minor or major type, except replacement of plugs, lights, fan belts, and other small parts.

Basement - A story whose floor is more than twelve (12) inches below the average level of the adjoining ground, but where no more than one-half (1/2) of its floor-to-ceiling height is below the average contact level of the adjoining ground (as distinguished from a "cellar").

Beer - Any product defined as beer in [Utah Code Section 32B-1-102](#).

Beginning of Construction - Demolition, elimination, and removal of an existing structure preparatory to new construction, or the incorporation of labor and materials in the foundation of a building or buildings.

Bioswale – A landscape feature that is usually an elongated depression in the land surface that is seasonally wet, is usually vegetated, and is normally without flowing water. Swales direct stormwater flows into drainage channels and allows stormwater to percolate into the ground.

Boarding or Lodging House - A dwelling or part thereof where meals and/or lodging are provided, for compensation, for three (3) or more non-transient persons, other than members of the resident family.

Breezeway - A building that is no less than three feet (3') and no greater than ten feet (10') in any horizontal dimension, is open on two sides and joins doorways of two separate buildings which are considered as one main building in any residential zone. The joined buildings shall comply with the setbacks and height requirements for the main building of the zone in which it is located. The combined area of the two buildings and breezeway shall not exceed forty percent (40%) of the lot area in which it is located.

Building - Any structure having a roof supported by columns or walls, used or intended to be used for the shelter or enclosure of persons, animals, or property.

Building Height - The vertical distance from grade plane to the average height of the highest roof structure.

Building, Main - A building in which is conducted the principal use of the building site on which it is situated. In any R-District, any dwelling shall be deemed to be a main building on the building site on which it is located.

Carport - A roofed structure providing space for the parking or storage of motor vehicles and enclosed on not more than two (2) sides.

Cellar - A room or space wholly under the surface of the ground, or having more than fifty percent (50%) of its floor to ceiling height under the average level of the adjoining ground.

Child - The child of a person other than the provider of child care.

Child Care - Continuous care and supervision of five (5) or more children under 14 years of age, in lieu of care ordinarily provided by parents in their own home, for less than 24 hours a day, for direct or indirect compensation.

Conditional Use - A land use that, because of its unique characteristics or potential impact on the municipality, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

Condominium - The ownership of a single unit in a multi-unit project or structure together with an undivided interest in common in the common areas and facilities of the property.

Court - An open, unoccupied space, other than a yard, on the same lot with a building or group of buildings, and which is bounded on two or more sides by such building or buildings.

Coverage - The percent of the total site area covered by structures other than those excepted in this title.

Crop and Tree Farming - The raising for commercial purposes of any field crops or wholesale nursery or greenhouses including necessary buildings incidental to such crop, but not including a building for retail sales.

Dairy - A commercial establishment for the manufacture and packaging of dairy products.

Disability - A physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment or being regarded as having such an impairment. Disability does not include current illegal use of, or addiction to, any federally controlled substance, as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.

Distance Between Residential Structures - The shortest distance between the vertical walls of two residential structures as herein defined.

District - A portion of the territory of Kaysville City within which certain uniform regulations and requirements of various combinations thereof apply under the provisions of this title. Includes "Zone" and "Zoning District."

Driveway - A private road, the use of which is limited to persons residing, employed, or otherwise using or visiting the parcel on which located.

Dwelling - Any building or portion thereof designed or used exclusively as the residence or sleeping place of one or more persons, but not including a tent or trailer.

- a. Dwelling, Condominium - A dwelling whose ownership conforms with the definition of Condominium herein.
- b. Dwelling, Single-Family - A building designed for or used exclusively as a residence by one (1) family.
- c. Dwelling, Two-Family or Duplex - A building designed for or used exclusively as a residence by two (2) families, living independently of one another.
- d. Dwelling, Multiple - A building or portion thereof designed for or used exclusively as a residence by two (2) or more families, living independently of one another.
- e. Dwelling, Townhouse - An attached or semi-attached building containing a single dwelling unit and located on a parcel of land in one (1) ownership and having any yard or court in common.
- f. Dwelling, Twin Home - A building designed and used as a residency by two (2) families and for which each dwelling unit and its lot may be owned separately from

the other dwelling unit and lot.

Dwelling Unit - One (1) room, or suite, or two (2) or more rooms, designed for or used by one (1) family for living and sleeping.

Family - An individual, or two (2) or more persons related by blood, marriage, adoption or guardianship, or a group of not more than five (5) persons who are not all so related, living in a dwelling unit as a single housekeeping unit and using common cooking facilities.

Flag Lot - A lot which meets the minimum area requirement, but not the lot width or yard requirements of the zone in which it is located and is mostly behind another lot and has access to a street by way of a projection or "staff."

Front Lot Line - The boundary of a lot that coincides with the right-of-way line of the street on which the lot has frontage.

Garage, Private - A detached accessory building, or a portion of a main building, used, or intended to be used, for the storage of vehicles of persons occupying the main building on the lot.

Garage, Public - A building or portion thereof, other than a private garage, designed or used for servicing, repairing, equipping, hiring, selling, or storing motor vehicles.

General Plan - A document that a municipality adopts that sets forth general guidelines for proposed future development of the land within the municipality.

Grade - All walls approximately parallel to and not more than five (5) feet from a street line are to be considered as adjoining a street.

- a. For building adjoining one (1) street only, the elevation of the sidewalk at the center of that wall adjoining the street.
- b. For building adjoining more than one (1) street, the average of the elevations of the sidewalk at the centers of all walls adjoining streets.
- c. For buildings having no walls adjoining the street, the average elevation of the ground (finished surface) adjacent to the exterior walls of the building.

Hardscape - Durable landscape materials such as brick or concrete pavers, benches, artificial turf, walls, decorative rocks, mulch, curbing, planters, concrete, asphalt, or other like materials that are not of a vegetative nature. Hardscape does not include building or structure footprints, driveways, and sidewalks.

Home Occupation - A commercial or industrial activity conducted on a dwelling site and incidental and secondary to the dwelling use.

Hospital - An institution providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity and other abnormal physical or mental conditions, and including, as an integral part of the institution,

related facilities such as laboratories, outpatient facilities or training facilities.

Hotel - See Motor Hotel.

Junk Yard - The use of any lot, portion of lot, or tract of land for the long-term storage, keeping, or abandonment of automobiles, other vehicles, or machinery or parts thereof; provided, that this definition shall not be deemed to include such uses that are clearly accessory and incidental to any agricultural use permitted in the district.

Kennel - Any lot or premise on which four (4) or more dogs (or similar household pets) at least four (4) months old are kept.

Landscape - A combination of living vegetation and hardscape and may be a combination of turf, plant cover and xeriscape.

Landscaped Area - Improved areas of the property that make up landscape and may include hardscape. The landscaped area does not include non-irrigated natural areas that are intentionally left undeveloped.

Large Farm Animal: Larger sized farm animals including horses, cattle, donkeys, mules, or other similar sized animals.

Liquor - Any liquid defined as liquor in [Utah Code Section 32B-1-102](#).

Lodging House - See Boarding or Lodging House.

Lot - A piece or parcel of land having frontage on a public street, or approved private street, which may be occupied by a principal building or a group of such buildings and accessory buildings, together with such open spaces as required by this title, intended to be held in separate ownership or leasehold.

Lot, Corner - A lot abutting on two or more intersecting or intercepting streets.

Manufactured Home - A transportable factory built housing unit constructed on or after June 15, 1976, according to the National Manufactured Housing Construction and Safety Standards Act of 1974, in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or when erected on site, is 400 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems.

Manufactured Home Park - A parcel of land under single ownership on which two or more manufactured homes are located.

Manufactured Home Subdivision - A subdivision designed and intended for sale of lots for siting manufactured homes.

Medium Farm Animal: Medium sized farm animals include sheep, goats, llamas, mini horses, or other similar sized animals.

Miniature Horse: A horse recognized by the American Miniature Horse Registry as 38 inches tall at the last hair of their mane.

Mobile Home - A transportable factory built housing unit built prior to June 15, 1976, in accordance with a state mobile home code which existed prior to the National Manufactured Housing Construction and Safety Standards Act of 1974.

Motor Hotel, Including Motel and Hotel - A building or group of buildings for the accommodation of transient guests, comprising individual sleeping or living units.

Mulch - Any material such as rock, bark, or wood chips that is left loose and applied to the soil.

Natural Waterways - Those areas, varying in width, along streams, creeks, springs, gullies, or washes which are natural drainage channels as determined by the Building Inspector or City Engineer.

Non-Complying Structure - A structure that legally existed before its current land use designation; and because of one or more subsequent land use ordinance changes, does not conform to the setback, height restrictions, or other regulations excluding those regulations which govern the use of land.

Non-Conforming Use - A use of land that legally existed before its current land use designation; has been maintained continuously since the time the land use ordinance governing the land changed; and because of one or more subsequent land use ordinance changes, does not conform to the regulations that now govern the use of the land.

Nursing Care Facility - A health care facility, other than a general acute or specialty hospital, constructed, licensed, and operated to provide patient living accommodations, 24-hour staff availability, and at least two patient services and which is licensed or certified by the Department of Health under [Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act, of the Utah Code](#).

Office, Professional - A place intended for the conduct of a recognized learned profession in most cases requiring a license, such as physician, dentist, chiropractor, lawyer, engineer, architect, accountant.

Office, Business - A place intended for the conduct of the administrative function of a business enterprise and in which no goods or merchandise are stored or sold.

Park Strip - A typically narrow landscaped area located between the back-of-curb and sidewalk.

Parking Area, Private - An open space for the same uses as a private garage.

Parking Area, Public - An open area used for the parking of automobiles and available to the public whether for a fee, free, or as an accommodation for clients or customers.

Parking Space - A permanently-surfaced area of not less than one hundred eighty (180) square feet in area, either within a structure or in the open, excluding paved areas necessary for access under the provisions of this title, for the parking of a motor vehicle. (See [KCC 17-32](#), Off-Street Parking.)

Planned Residential Unit Development (PRUD) - A subdivision of land guided by an integrated design in which residential lots may have areas less than the minimum lot area of the zone in which the subdivision is located, and other regulations, except use regulations, may be waived or varied to allow flexibility and initiative in site and building design and location, in accordance with an approved plan and imposed general requirements.

Public or Quasi-Public Use - An educational, recreational, religious, cultural, service, utility, or similar use primarily serving the public.

Public Utility - A public or quasi-public agency, or its structures and facilities, established to provide water, power, gas, sewer, storm drain, pressure irrigation, telecommunications and other public services, and who construct and maintain structures and facilities for their distribution, collection, transmission, storage or treatment.

Recreation, Commercial - Recreation facilities operated as a business and open to the general public for a fee.

Recreation, Private, Non-Commercial - Clubs or recreational facilities, operated by a non-profit organization and open only to bonafide members of such non-profit organization and their guests.

Recreation, Public - Publicly owned or operated recreation facilities.

Recreational Vehicle - A vehicular type portable structure without permanent foundation, which can be towed, hauled or driven and primarily designed as temporary living accommodation for recreational, camping and travel use and including but not limited to travel trailers, truck campers, camping trailers, and self-propelled motor homes.

Recreational Vehicle Park - Any lot of land upon which two or more recreational vehicle sites are located, established, or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes.

Residential Child Care - Child care provided in the home of a provider.

Residential Density - The average number of dwelling units on one (1) acre of land in a given area. Net residential density is determined by dividing the total number of dwelling units in a defined area by the total acreage of all parcels of land within the area that is used exclusively for residential and accessory purposes. Gross residential density is determined by dividing the total number of dwelling units in a defined area by the total acreage of all land within the area.

Residential Facility for Persons with a Disability - A dwelling in which more than one person with a disability resides and which is licensed or certified by the Department of Human Services under [Title 62A, Chapter 2, Licensure of Programs and Facilities, of the Utah Code](#) or is licensed or certified by the Department of Health under [Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act, of the Utah Code](#).

Retail Sales - Establishments engaged in the selling or rental of goods or merchandise and in rendering services incidental to the sale of such goods.

Retail Services - Establishments providing services or entertainment, as opposed to products, including eating and drinking places; hotels and motels; finance, real estate, and insurance offices; personal services; theaters; amusement and recreation services; health, educational, and social services; museums; and galleries.

Sign - Any writing, pictorial representation, symbol, banner, lighting fixture, or any other figure of similar character of whatever material which is used to identify, announce, direct attention to or advertise, which is placed on the ground, on any bush, tree, rock, wall, post, fence, building, structure, vehicle, or any place whatsoever and which is visible from outside a building. The term "placed" shall include constructed, erected, posted, painted, printed, tacked, nailed, glued, stuck, carved, strung, or otherwise fastened, affixed, or made visible in any manner whatsoever. (For further definitions, consult [KCC 17-33](#), Signs.)

Site Plan - A description of the proposed development within the boundaries of the development site consisting of plans, drawings, and information.

Smart Automatic Irrigation Controller - An automatic timing device used to remotely control valves in the operation of an irrigation system using the internet to connect to a real time weather source or soil moisture sensor. Smart automatic irrigation controllers schedule irrigation events using either evapotranspiration or soil moisture data to control when and how long sprinklers or drip systems operate and will vary based on time of year and weather or soil moisture conditions.

Small Farm Animal: Smaller sized farm animals including fowl (includes ducks, geese, chickens, peacocks, turkeys), rabbits, or others that are similar in size or impact.

Stable - A detached building for the keeping of horses.

Story - That portion of a building included between the surface of any floor and the floor or ceiling next above it.

- a. Story, Half-A partial story under a gable, hip, or gambrel, roof, the wall plates of which on at least two (2) opposite exterior walls are not more than four (4) feet above the floor of such story; provided, however, that any partial story used for one (1) or more dwelling units shall be deemed a full story.
- b. Story, First - The lowest story or the ground story of any building, the floor of which is not more than twelve (12) inches below the finished grade level at the exterior walls of

the building, except that any basement or cellar used for residential purposes shall be deemed the first story.

Street - Public rights-of-way, including highways, avenues, boulevards, parkways, roads, lanes, walks, alleys, viaducts, subways, tunnels, bridges, public easements and other ways.

Street, Private - A right-of-way or easement in private ownership, not dedicated or maintained as a public street, which affords the principal means of access to two (2) or more sites.

Structural Alterations - Any change in the supporting members of a building, such as bearing walls, columns, beams, or girders.

Structure - Anything constructed, the use of which requires fixed location on the ground, or which is attached to something having a fixed location upon the ground, and which imposes an impervious material upon or above the ground.

Swimming Pool - A structure, whether indoors or outdoors, or whether above or below the ground, intended to be used to contain water, and which is of sufficient size, capacity, and depth for swimming.

Swine: Includes swine, hogs and potbelly pigs.

Tank - A structure, whether indoors or outdoors, or whether above or below the ground, intended to be used to contain liquid, and which is of sufficient size, capacity, or depth for bathing, therapy, or other such use by one or more persons. Such definition shall include, but not be limited to, hot tubs, therapy tanks or pools, and similar structures.

Telecommunications Service - The providing or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of voice, data, image, graphic and video programming information between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite or similar facilities, with or without benefit of any closed transmission medium.

Telecommunication Tower - A structure that holds transmitting or receiving devices used for telecommunications service, with any associated buildings, site improvements, and property.

Turf - A surface layer of earth containing grass species with full root structures that are maintained as mowed grass. Grass and lawn are considered turf.

Unified Control - A parcel of land under one ownership, or a group of parcels, the owners of which have agreed in writing to subject the development of their properties to a single control.

Xeriscape - A style of landscape design requiring little or no irrigation or other maintenance using plants that can survive on low or minimal water usage.

Yard, Front - An open space extending the full width of the lot measured between the front lot line and the closest main building, which open space is unoccupied and unobstructed from the

ground upward except as specified elsewhere in this title.

Yard, Front, Depth - The shortest distance, measured horizontally, between any part of the main building, other than parts herein excepted, and the front lot line. Such depth shall be measured from the front lot line, provided, however, that if the proposed location of the right-of-way line of such street as adopted by Kaysville City in the Major Street Plan differs from that of the existing street, then the required front yard depth shall be measured from the right-of-way line of such street as adopted; or said building shall comply with official setback lines as adopted by the City.

Yard, Rear - An open space between a building and the rear lot line, unoccupied and unobstructed from the ground upward and extending across the full width of the lot, except as specified elsewhere in the title.

Yard, Rear, Depth - The shortest distance, measured horizontally, between any part of a main building, other than parts hereinafter excepted, and the rear lot line.

Yard, Side - An open space extending from the front yard to the rear yard between a building and the nearest side lot line, unoccupied and unobstructed from the ground upward except as specified elsewhere in this title. A side yard on the street side of a corner lot shall be known as an "exterior side yard."

Yard, Side, Width - The shortest distance, measured horizontally, between any part of a building, other than parts herein excepted, and the nearest side lot line. Such width shall be measured from the nearest side lot line and, in the case where the nearest side lot line is a side street lot line, from the right-of-way line of the existing street; provided, however, that if the proposed location of such street as adopted by Kaysville City in the Major Street Plan differs from that of the existing street, then the required side yard width shall be measured from the right-of-way of such street as adopted, or said building shall comply with any applicable official setback lines.

Zoning Map - The Zoning Map or Maps of Kaysville City, Utah, together with all amendments subsequently adopted.

SECTION 2: AMENDMENT “17-24-3 Yard And Structure Regulations” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

17-24-3 Yard And Structure Regulations

1. Structures for the care and keeping of fowl, rabbits or similar animals may be permitted in all districts where fowl, rabbits or similar animals are permitted, provided that all such structures are located at least fifteen feet (15') from all buildings on

adjacent lots predominantly used or occupied by humans.

2. Other structures for the care and keeping of farm animals except swine, may be permitted in all districts where farm animals are permitted, provided that all such structures are located at least fifty feet (50') from dwelling on adjacent properties.
3. Structures for the care and keeping of swine shall be located at least two hundred feet (200') from dwelling on adjacent properties.
4. ~~Applicant shall show that odor, dust, noise, or drainage will be so controlled as to not constitute a nuisance or hazard to adjoining property or uses.~~ The applicant shall successfully control odor, dust, noise, pests (flies, rodents, etc.) and drainage so a nuisance or hazard is not created for adjoining properties or uses. The applicant shall submit a plan for doing so with their Conditional Use Permit application.
5. Farm animals must be kept within an enclosed area or structure sufficient to contain the animals on site.

SECTION 3: AMENDMENT “17-24-2 Animal Allowance” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

17-24-2 Animal Allowance

Rooster chickens are not permitted in R-T, R-1, R-D, R-2, R-4 and R-M zones. The minimum residential lot size for the keeping of farm animals within any zone district shall be 4,000 square feet. The kind and number of animals that may be kept on a lot in any zone district (not including suckling offspring) is as follows:

Animal	<u>Minimum Lot Size in Square Feet</u>	<u>Lot Area in Square Feet Required for Each Animal</u>
<u>Fowl, rabbits or similar sized animals</u>	<u>4,000</u>	<u>500</u>
<u>Sheep, goats, llamas, miniature horses or similar sized animals</u>	<u>20,000</u>	<u>5,445</u>
<u>Horses, cattle or similar sized animals</u>	<u>21,780</u>	<u>10,890</u>
<u>Swine, including hogs and pot belly pigs</u>	<u>43,560</u>	<u>43,560</u>

Animals	Minimum Lot Size In Square Feet	Lot Area In Square Feet Required For Each Animal
	4,000	500
	8,000	500

Fowl, rabbits or similar animals	14,000	500
	20,000	500
	21,780	500
Sheep, goats, llamas or similar Animals	20,000	10,000
	21,780	5,445
Horses, cattle or similar animals	21,780	10,890
Swine, including pot belly pigs	43,560	43,560

PASSED AND ADOPTED BY THE KAYSVILLE CITY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Council Member Adams	_____	_____	_____	_____
Council Member Blackham	_____	_____	_____	_____
Council Member Hunt	_____	_____	_____	_____
Council Member Jackson	_____	_____	_____	_____
Council Member Oaks	_____	_____	_____	_____

Presiding Officer

Attest

Tamara Tran, Mayor, Kaysville City

Annemarie Plaizier, City Recorder,
Kaysville City

PLANNING COMMISSION STAFF REPORT

To: Kaysville City Planning Commission
From: Anne McNamara, Senior Planner
Date: January 3, 2025

Agenda Item #6: Public Hearing to consider approval of a new text amendment to Kaysville 17-24-2 Farm Animals and 17-2 Definitions

Meeting Date	January 9, 2025
Application Type	Ordinance Text Amendment
Applicant	Ben Wilson
Chapter Title Section	Title 17-24-2 Farm Animals - Animal Allowance; Title 17-2 Definitions

1. BACKGROUND

Ben Wilson submitted a Title 17 Planning and Zoning Text amendment application requesting changes to add mini horses into the table in subsection 17-24-2, specifically the category allotted for “sheep, goats, llamas or similar animals.” In addition to the table modification the applicant proposes adding a formal definition of miniature horses into KCC 17-2 to differentiate this subtype of horses according to measurements published by the National Miniature Horse Registry.

To provide further context, this code amendment application was submitted in response to a code enforcement investigation into Ben Wilson’s property at 558 E Center Street after the City was alerted to the presence of 4 miniature horses in the backyard on December 2, 2024. The applicant is currently in the process of obtaining a conditional use permit to allow for two horses on his 30,709 square foot property, given the current code requirement that mandates 10,890 square feet per horse. As part of his ongoing efforts to work with the City towards a more long term solution, he has submitted a text amendment to the relevant chapter in the code KCC 17-24 to make mini horses explicitly categorized apart from horses, which is now before the Planning Commission to receive a recommendation. The applicant has coordinated with city staff to provide research (attached) on potential regulations to incorporate into the current code chapter, as well as supplied ordinances that other cities have used to address this issue.

Staff has included some minor changes to the code in KCC 17-24 and KCC 17-2 to further clarify existing regulations, as well as address the needs of the applicant in regards to mini horses. Modifications include adding categorical definitions for different sizes of farm animals,

adjusting the table layout to simplify the square footage requirements, and minor changes to the yard and structure regulations to accommodate the newly proposed definitions.

Title 17-2 Definitions

Miniature Horse: A horse recognized by the American Miniature Horse Registry as 38 inches tall at the last hair of their mane.

Small farm animal: Smaller sized farm animals including fowl (includes ducks, geese, chickens, peacocks, turkeys), rabbits, or others that are similar in size or impact.

Medium farm animal: Medium sized farm animals include sheep, goats, llamas, mini horses, or other similar sized animals

Large farm animal: Larger sized farm animals including horses, cattle, donkeys, mules, or other similar sized animals

Swine: Includes swine, hogs or potbelly pigs.

Title 17-24-2 Animal Allowance

Animals	Minimum Lot Size In Square Feet	Lot Area In Square Feet Required For Each Animal
Fowl, rabbits or similar <u>sized</u> animals	4,000	500
	8,000	500
	14,000	500
	20,000	500
	21,780	500
Sheep, goats, llamas, <u>miniature horses</u> , or similar <u>sized animals</u>	20,000	10,000 5,445
	21,780	5,445
Horses, cattle or similar <u>sized</u> animals	21,780	10,890

Swine, including <u>hogs or</u> pot belly pigs	43,560	43,560
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17-24-3 Yard And Structure Regulations

- 1. Structures for the care and keeping of ~~fowl, rabbits or similar~~ small farm animals may be permitted in all districts where fowl, rabbits or similar animals are permitted, provided that all such structures are located at least fifteen feet (15') from all buildings on adjacent lots predominantly used or occupied by humans. P
- 2. Other structures for the care and keeping of medium and large farm animals ~~except swine~~, may be permitted in all districts where farm animals are permitted, provided that all such structures are located at least fifty feet (50') from all buildings on adjacent lots predominantly used or occupied by humans. P
- 3. Structures for the care and keeping of swine shall be located at least two hundred feet (200') from all buildings on adjacent lots predominantly used or occupied by humans.
- 4. Applicant shall show that odor, dust, noise, or drainage will be so controlled as to not constitute a nuisance or hazard to adjoining property or uses.
- 5. Farm animals must be kept within a fence, corralled or other ~~an~~ enclosed area or structure sufficient to contain the animals on site.

2. PUBLIC NOTICING AND PUBLIC COMMENT

A sign was placed on the property on Friday, January 3, 2025. To date, no comments have been received.

3. GENERAL PLAN

The general plan does not speak in favor or against the proposed regulations of farm animals, and is therefore considered neutral on this matter.

4. RECOMMENDATION

Based on the findings below, staff recommends the Planning Commission send a recommendation of approval to the City Council to the Text amendments to 17-24-2 as provided in the attached draft ordinance.

December 12, 2024

Kaysville City Planning Commission and City Council
23 E Center Street
Kaysville, UT 84037

Benjamin Wilson
558 E Center St
Kaysville, UT 84037

Dear Kaysville City Planning Commission and City Council,

My family and I recently moved our five young children and four miniature horses from Florida to Kaysville to be close to family. We learned that we could only have a maximum of two miniature horses on the property per city code as it currently doesn't differentiate full-sized horses from miniature horses.

We would like to propose a text amendment to Kaysville City Code 17-24-2 to explicitly categorize miniature horses with "Sheep, goats, llamas, or similar animals" as opposed to full-sized "Horses, cattle, or similar animals."

In this submission we provide facts about animal size, waste production, and comparable city codes to support our proposed change to the code. We appreciate your consideration of this change.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Wilson".

Benjamin Wilson

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Proposed text amendment to 17-24-2

(Changes are noted in **green text**)

17-24-2 Animal Allowance

Rooster chickens are not permitted in R-T, R-1, R-D, R-2, R-4 and R-M zones. The minimum residential lot size for the keeping of farm animals within any zone district shall be 4,000 square feet. The kind and number of animals that may be kept on a lot in any zone district (not including suckling offspring) is as follows:

Animals	Minimum Lot Size In Square Feet	Lot Area In Square Feet Required For Each Animal
Fowl, rabbits or similar animals	4,000	500
	8,000	500
	14,000	500
	20,000	500
	21,780	500
Sheep, goats, llamas, miniature horses , or similar Animals	20,000	10,000
	21,780	5,445
Horses, cattle or similar animals	21,780	10,890
Swine, including pot belly pigs	43,560	43,560

HISTORY

Amended by Ord. [23-07-02](#) on 7/20/2023

Reasoning, Potential Drawbacks, and Solutions

Why Make the Change?

The City of Kaysville has a proud pioneer heritage and embraces its agricultural roots, which is partly why some farm animals are allowed in residential-zoned areas.

However, in the current wording of Kaysville City Code 17-24-2, on our property we could technically have two large cows or Clydesdale horses, but we could not have four miniature horses.

Rather than typical livestock, miniature horses are often seen as pets or therapy animals and are growing in popularity. Based on size and waste production, miniature horses are far more similar to the medium-sized sheep, goats, and llamas than they are to the larger animals (see the supporting facts below for details).

Therefore, we argue that miniature horses (as defined by the American Miniature Horse Registry as 38 inches tall at the last hair of their mane (1)) should be explicitly categorized with the medium-sized animals in Kaysville City Code.

Potential Drawbacks and Solutions

First, the argument could be made that creating an animal subdivision (for example, separating miniature horses from horses in general) could create a precedent where residents seek more and more subdivisions of animals to allow differing rules for one breed of an animal compared to another (for example, arguing that small bantam chickens should be treated differently than typical chickens in code).

While we recognize this possibility, miniature horses are a distinct, formally defined and recognized subset of horses that are not simply just a breed difference. Furthermore, several cities already categorize miniature horses separately from full-sized horses in their city codes, and those cities have apparently not experienced an opening of the floodgates of code adjustment requests for other animal subsets.

Second, if miniature horses are considered a separate category from full-sized horses, how would the city keep track of which horses in the city are full-sized versus miniature?

The simple solution to this would be to first assume that a resident with miniature horses is compliant with the code unless a complaint is made, as is currently the case with code enforcement. If a complaint is made, the city could simply ask the resident to provide a photograph of the horse with a formal measurement stick (see examples below) to ensure that the horse is 38 inches or less at the last hair of the mane and therefore meets the formal definition of a miniature horse. This is exactly how the

American Miniature Horse Registry confirms that a horse meets formal criteria to be considered miniature.



Supporting Facts: Animal Size

Average Weight

(See figure 1 for a visual comparison)

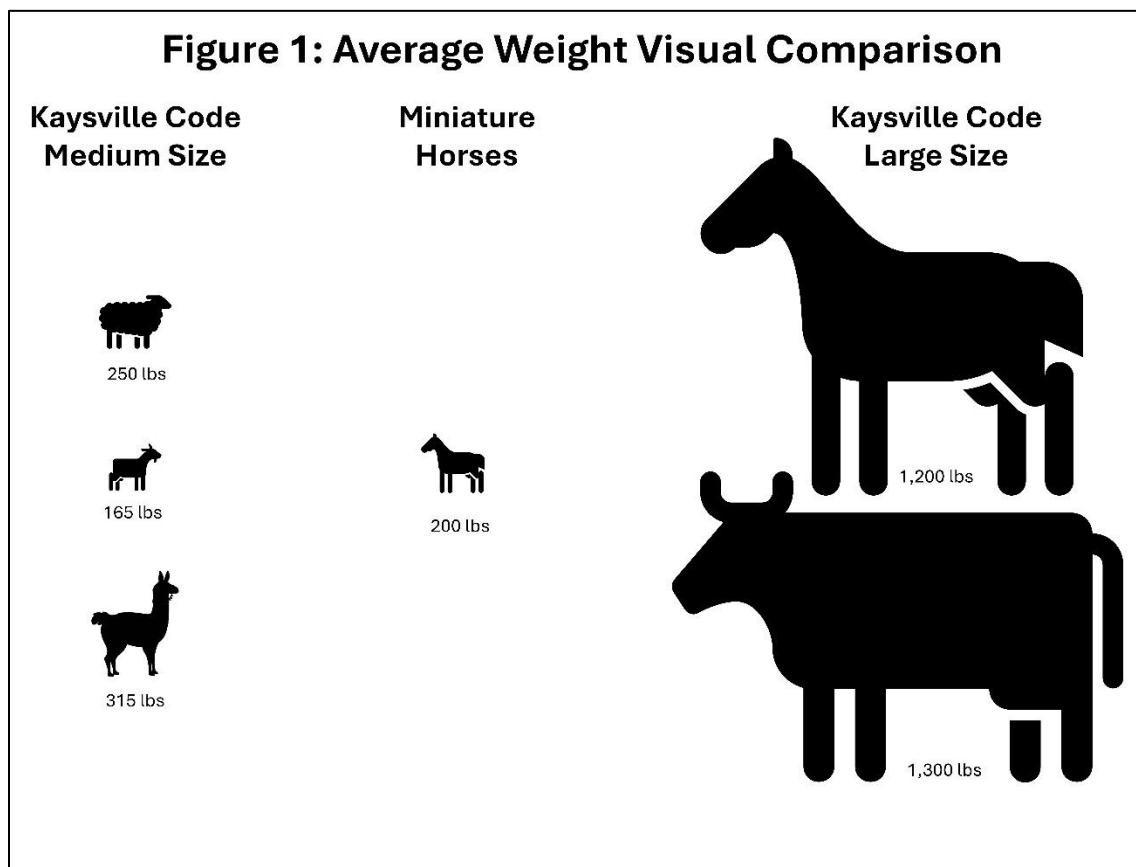
Large Animal Category from Kaysville City Code 17-24-2

- Full-sized horse (2; 3): 900 – 2,200 lbs
- Cattle (4; 5): 1,200 - 1,400 lbs

Medium-Sized Animal Category from Kaysville City Code 17-24-2

- Sheep (6; 7): 80 – 400 lbs
- Goats (8; 9): 20 – 310 lbs
- Llamas (10; 11): 230 – 400 lbs

Miniature Horses (12; 13): 150 – 250 lbs



Average Height at the Withers (Shoulder)

(See figure 2 for a visual comparison)

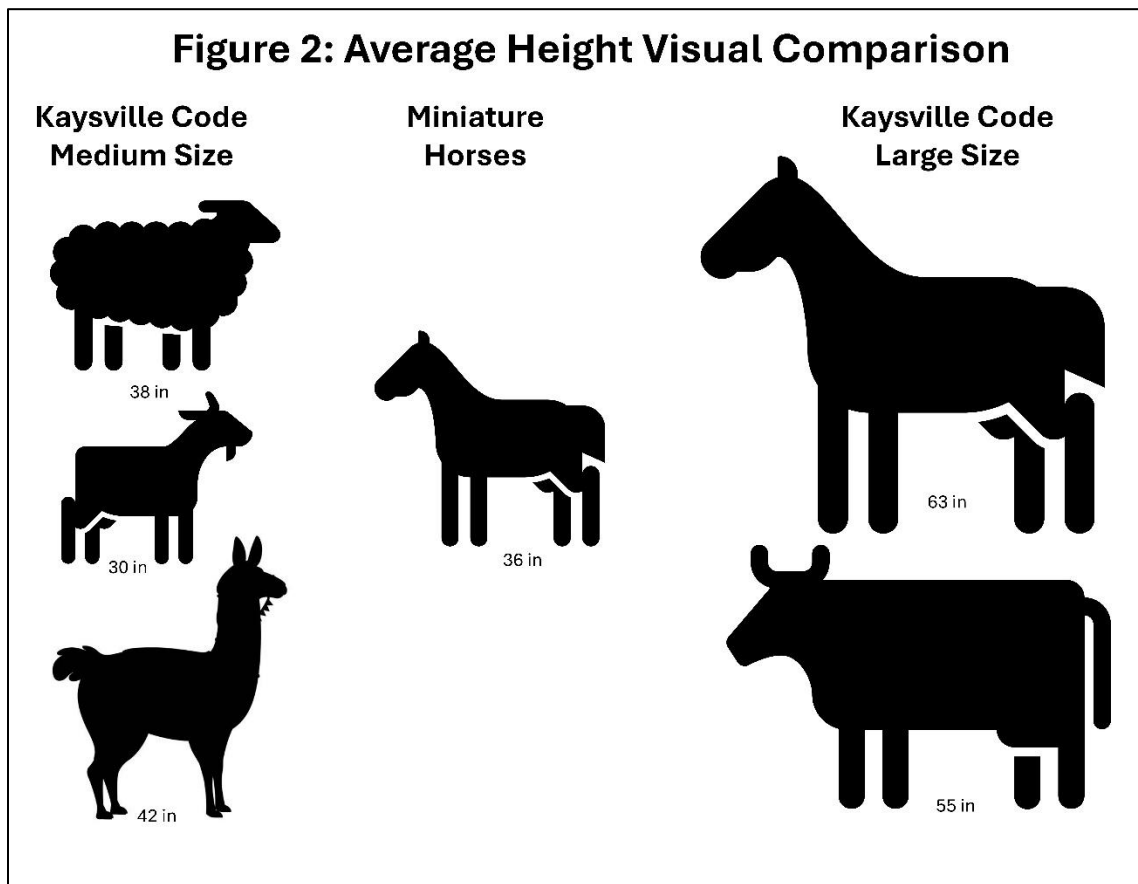
Large Animal Category from Kaysville City Code 17-24-2

- Full-sized horse (14; 15): 55 – 71 in
- Cattle (16; 17): 49 – 60 in

Medium-Sized Animal Category from Kaysville City Code 17-24-2

- Sheep (18; 19): 26 – 50 in
- Goats (9; 20): 18 – 42 in
- Llamas (21; 22): 36 – 48 in

Miniature Horses (23; 1): 34 – 38 in



Supporting Facts: Animal Annual Waste Production

(See figure 3 for a visual comparison)

Large Animal Category from Kaysville City Code 17-24-2

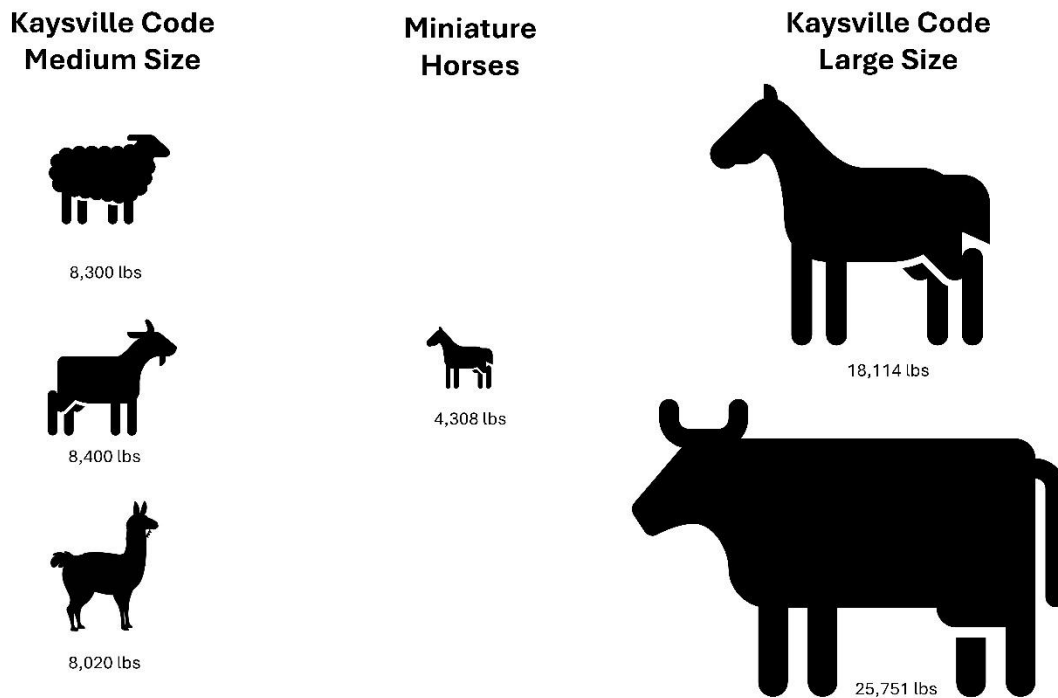
- Full-sized horse (24; 25; 26): 16,425 – 19,842 lbs
- Cattle (27; 26): 21,571 – 29,930 lbs

Medium-Sized Animal Category from Kaysville City Code 17-24-2

- Sheep (26; 28; 29; 30): 2,000 – 14,600 lbs
- Goats (29; 31; 32): 2,200 – 14,600 lbs
- Llamas (29; 33): 1,440 – 14,600 lbs

Miniature Horses (34; 35): 2,738 – 5,877 lbs

Figure 3: Average Annual Waste Production Visual Comparison



Supporting Facts: Comparable City Codes

(See attachments for the full text of each)

Herriman City Code 10-29-7

The keeping of small, medium, and large agricultural animals is allowed in the following zones: A-.25, A-.50, A-1, R-1-21, R-1-43. (To determine what zone you live in, please consult the Interactive Zoning Map found at <https://www.herriman.org/gis/>, or call the Planning and Zoning Department at 801-446-5323).

Small Animals: rabbits, chickens (excluding roosters), pheasants, ducks, and pigeons

Medium Animals: sheep, goats, turkeys, geese, and **miniature horses**

Large Animals: cows, **horses**, and alpaca

The number of allowed animals depends upon lot size:

Zone	Lot Size		
	0.49 Acre or Less	0.5 Acre to 0.99 Acre	1 Acre or More, *Per Acre*
A-.25 A-.50 A-1 R-1-21 R-1-43	40 Small Animals and 2 Medium Animals	75 Small Animals and 4 Medium Animals and 2 Large Animals	100 Small Animals and 15 Medium Animals and 4 Large Animals

West Valley City Municipal Code Section 7-6-205 (3)

- Large sized** adults over one year of age (over 40 inches in height at the top of the shoulders) – 40 points per Animal. Examples include **horses**, bison, cattle, llamas, ostriches, camels, and similarly sized creatures.
- Medium sized** adults over one year of age (20 to 40 inches in height at the top of the shoulders) – 20 points per Animal. Examples include **miniature cattle and horses**, pigs, sheep, goats, and emus.

Springville City Code Definitions 11-3-401

Animal Unit – For purposes of this Title, one (1) animal unit shall be any of the following:

- Horse/mule/cow/llama: 1 = 1 animal unit
- Miniature horse/sheep/goats/emu: 4 = 1 animal unit
- Small fowl/livestock (i.e., chickens, rabbits, chinchillas, or similar animals): 12 = 1 animal unit.

Eagle Mountain Chapter 6.10 Animal Zoning Regulations

6.10.080 Residential livestock requirements.

A residential property may have a mix of the permitted animals so long as the required fencing area is provided. (Chickens, ducks, and similar fowl are exempted from these regulations and are allowed per EMMC [17.25.030](#), residential land use table.)

Table 6.10.080 – Residential Livestock Requirements*

Animal***	Max. Number Allowed on Lots				Available Fenced Area per Animal	Minimum Lot Size
	1/2 to 0.99 Acre	1 to 1.99 Acres	2 to 2.99 Acres	3 or More Acres		
Horse/Mule	0**	4	8	12	2,500 s.f.	1 Acre**
Buffalo	0	2	4	6	2,500 s.f.	1 Acre
Cattle	2	4	8	12	2,500 s.f.	1/2 Acre
Donkey	2	4	8	12	2,500 s.f.	1/2 Acre
Llama	2	4	8	12	2,500 s.f.	1/2 Acre
Emu/Ostrich	4	8	12	16	500 s.f.	1/2 Acre
Sheep/Goat	4	8	12	16	500 s.f.	1/2 Acre
Pig (all kinds)	2	4	6	8	500 s.f.	1/2 Acre

* Exceptions to these standards must be presented by the property owner through an alternative animal management plan to be heard by the planning commission. Approval of the plan by the commission shall be considered a conditional use and shall be subject to all required conditions. If an approved

plan is violated or causes situations that become a nuisance to adjoining property owners, the conditional use shall be subject to revocation by the code enforcement or animal control officer.

** Two horses/mules allowed on one-half-acre+ properties within the equine overlay zone.

*** Any animal that a reasonable person would define as a half-size (or smaller) of an average adult animal shall count as a half-unit including offspring and miniature animals. Offspring shall not count towards maximum animal numbers until weaned.

Evanston, Wyoming Code Article IV: Supplemental Zoning Regulations

§ 24-27

D. The keeping of horses, ponies, mules, donkeys, llamas and alpacas is permitted within the Rural Residential Zones of the City. The keeping of all types of livestock is permitted within the Agricultural Zones and Open Space Zones of the City. Except as provided herein, the keeping of livestock within the corporate City limits is prohibited.

E. In any zone where the keeping of livestock is permitted, the number of livestock shall be limited to one animal per acre.

§ 24-27.1

Miniature horses are permitted in agricultural zones. The keeping of miniature horses is permitted in all residential zones upon the owner obtaining a conditional use permit in compliance with the City code. In any zone, the number of animals shall be limited to one animal for each five thousand square feet of open area devoted to the animal.

Newton, Utah Animal Rights Regulations Proposal (pending Town Council approval)

1.1 DOMESTIC ANIMALS:

B. The following animals are permitted at a maximum rate of three hundred (300) large animal points per acre.

Large animal points are assigned based on the following table:

Animal	Large Animal Points
Horse, mule, or donkey	100
Cattle: cow, heifer, or steer	100
Pig	100
Ostrich	50
Llama or alpaca	50
Emu	50
Miniature horse	50
Sheep	50
Goat: female or Billy	50

Summary and Conclusion

In summary, miniature horses are a formally-defined animal whose weight, height, and waste production all align far more closely with the animals in the medium-sized category than they do with the animals in the large-sized category in Kaysville City Code 17-24-2.

Furthermore, several cities in Utah and the surrounding region already categorize miniature horses as medium-sized animals in their city codes with regulations similar to sheep and goats rather than full-sized horses or cattle.

Therefore, we humbly request that the Kaysville Planning Commission and City Council support this proposal to amend the text of City Code 17-24-2 to explicitly categorize miniature horses as medium-sized animals comparable to sheep, goats, and llamas.

Thank you for your consideration.

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CITY COUNCIL STAFF REPORT



MEETING DATE: February 6, 2025

TYPE OF ITEM: Work Items

PRESENTED BY: Cole Stephens

SUBJECT/AGENDA TITLE: An Ordinance amending various sections of Title 12 "Parks, Public Property, and Recreation" of the Kaysville City Code

EXECUTIVE SUMMARY:

As part of our review of Title 12, "Parks, Public Properties, and Recreation", staff is proposing changes to reflect current department operations, along with some amendments and additions to certain sections.

Staff would like input from the Council on these proposed amendments.

City Council Options:

1) Move to Action, 2) Table

Staff Recommendation:

Move to Action

Fiscal Impact:

NA

ATTACHMENTS:

1. Proposed Amendments: Title 12 Kaysville City Code
 2. Proposed Amendments: Title 12 Kaysville City Code - Showing Tracked Changes
-

Title 12 Parks, Public Property, And Recreation

Chapter 1 Parks And Recreation Department

Chapter 2 Parks And Public Property

Chapter 3 Cemetery

Chapter 4 Shade Trees

Chapter 5 Parks And Recreation Advisory Board

Chapter 1 Parks And Recreation Department

12-1-1 Department Created

12-1-2 Superintendent

12-1-3 Powers And Duties

12-1-1 Department Created

There is hereby created the Parks and Recreation Department.

12-1-2 Director Superintendent

There is hereby created the position of Parks and Recreation Director Superintendent who shall be the Parks and Recreation Department supervisor.

12-1-3 Powers And Duties

It shall be the duty of the Parks and Recreation Director Superintendent to supervise the operation and maintenance of the City's parks, public grounds, buildings, recreation programs and the City Cemetery in accordance with the provisions of the City ordinances and the rules and regulations adopted by the City.

The Director Superintendent shall regularly inspect the condition, function, and operations of the City's parks, public grounds, buildings and its recreation programs. Records of such inspections shall be maintained by the Director Superintendent and shall be made available to the City Manager as requested.

As directed by the City Manager, the Director Superintendent shall report to the City Council with respect to the condition, function, and operations of the City's parks, public grounds, buildings, cemetery and its recreation programs.

The Director Superintendent may also employ, subject to the approval of the City Manager, such staff and other resources as shall be necessary to carry out the duties prescribed by the City ordinances and by the rules and regulations adopted by the City.

Chapter 2 Parks And Public Property

12-2-1 Defacement Of Littering

12-2-2 Vehicles

12-2-3 Hours Of Use

12-2-4 Animals

12-2-5 Alcoholic Beverages

12-2-6 Safety

12-2-7 Concessions

12-2-8 Entertainment and similar activities

[12-2-9](#) Personal profit or financial gain

[12-2-10](#) Camping or sleeping overnight

[12-2-11](#) Signs and Advertising

12-2-1 Defacement Of Littering

1. It shall be unlawful for any person to destroy, deface, injure, or interfere with any part, structure, fixture or appurtenance of any park or public property.
2. . No dumping or littering shall be allowed on any city park premises. No garbage generated outside of the park premises shall be transported to or dumped within the park or within any garbage receptacles belonging to the city and located within the park. Any garbage generated through use of the park premises shall be deposited within designated garbage receptacles.
3. Any person(s) convicted of the above actions will be responsible for payment of the cost and expenses involved to restore the property to its original state.

12-2-2 Vehicles

~~It shall be unlawful to drive or park any vehicle over or across any park or public property except on the streets or parking lots provided therefore or as approved by the Director-Superintendent. Only vehicles or equipment approved by the Director-Superintendent shall traverse any lawn area.~~

No person shall ride in or drive any motor *Motor Vehicles Specified: For purposes of this section, motor vehicles include, but are not limited to, automobiles, trucks, off road vehicles, motorcycles, motorbikes, snowmobiles and any and all other self-propelled mechanical vehicles, excepting vehicles moved solely by human power and motorized wheelchairs.* vehicle upon any park, trail or multi-use open space except upon roads, parking areas or other hard-surfaced areas designated for motor vehicle operation. This shall not apply, however, to motorized equipment used within the property by officers or employees of the City, or other county or state agency in the performance of their official duties. It is prohibited for any person to commit any act, by use or operation of any motor vehicle on any park, trail or multi-use open space, which if committed upon a public highway or street in the state, would be prohibited and unlawful.

1. Speed Limit. Speed limits for motor vehicles within all parks, trails or multi-use open spaces, or their parking areas, shall be 10 miles per hour unless otherwise posted.
2. Manner of Operation. No motor vehicles shall be operated in a careless or reckless manner to such an extent that it will endanger the peace, health and safety of any other person or animal within the property.
3. Parking. There shall be no parking at any time except in areas designated for such purposes. Abandoned vehicles shall be towed at owner's expense. No one shall test or repair any vehicle or mechanical device in any park, trail or multi-use open space.

12-2-3 Hours Of Use

The City Council may establish hours in which parks or public property can be used. Use at other times shall be unlawful and the presence of any unauthorized person shall constitute trespassing. Parks hours shall be 6:00 a.m. to 11:00 p.m.

12-2-4 Animals

It shall be unlawful for any person to take any animal into any part of any park or onto public property or permit any animal owned or in the custody of such person to enter any part of any park or onto public property except as approved by the City Council. Service animals are permitted.

12-2-5 Alcoholic Beverages, drugs or gambling

~~It shall be unlawful to have or consume alcoholic beverages in any park or on public property.~~

The sale, consumption or possession of intoxicating liquors or beverages, illegal drugs, or gambling of any kind, is prohibited in all parks, on all trails, and on multi-use open space properties of the City.

12-2-6 Safety

It shall be unlawful for any person to engage in any activity in any park or on public property in a manner that endangers others using the facility.

1. No person shall carry or discharge any firecrackers, rockets, or any other explosives within a city park, except persons who have obtained a special permit from the city to put on a fireworks show.
2. No person shall make or kindle a fire within a city park for any purpose, unless such person shall do the same in designated areas (Wilderness Park) and at designated times where a fireplace or other facility intended to contain a fire is available. Fire Department can restrict fire pits in the Wilderness Park at any time.
3. No person shall engage in fighting or indulge in riotous, boisterous, intoxicated, threatening, promiscuous or indecent conduct or use any abusive, threatening, profane or indecent language in a city park.

12-2-7 Concessions

No person may sell food, drinks, or other items in the park, trail or multi-use open space except as may be permitted by special contract approved by the City.

12-2-8 Entertainment and similar activities

No commercial entertainment, demonstration, exhibition, meeting, concert or tournament, whether public or private, shall be given in any park, trail or multi-use open space without having obtained written permission from the City. This section does not prohibit free expression activities, such as noncommercial demonstrations, protests, or assembly for noncommercial purposes.

12-2-9 Personal profit or financial gain

Reservations for park areas or multi-use open spaces or facilities shall not be granted for personal profit or financial gain without written permission from the City.

12-2-10 Camping or sleeping overnight

Camping or sleeping overnight in City parks or multi-use open space is not permitted, except the Wilderness Park. Obtaining a permit from the Parks and Recreation Department of the City is required. There will be a fee associated with overnight camping or sleeping in the Wilderness Park: See the Kaysville City fee schedule. This section shall not apply to authorized city personnel for official city business or security purposes.

12-2-11 Signs and Advertising

No person shall, without written permission of the Parks and Recreation Director or designee, erect, paint, paste or otherwise affix or distribute any signs, advertisements or circulars on parks, trails or multi-use open space.

Chapter 3 Cemetery

[12-3-1 Definitions](#)

[12-3-2 Cemetery Name](#)

[12-3-3 Cemetery Sexton](#)

[12-3-4 Duties Of Cemetery Sexton](#)

[12-3-5 Interments](#)

[12-3-6 Disinterments](#)

[12-3-7 Sale Of Burial Rights](#)

[12-3-8 Reclamation](#)

[12-3-9 Perpetual Care](#)

[12-3-10 Capital Improvement Fund](#)

[12-3-11 Monuments And Markers](#)

[12-3-12 Decoration Of Graves](#)

[12-3-13 Cemetery Hours](#)

[12-3-14 Traffic And Safety Regulations](#)

[12-3-15 Defacement Or Littering Of Cemetery](#)

[12-3-16 Animals In Cemetery](#)

[12-3-17 Erecting Of Fences, Or Copings, Or Planting Of Trees, Hedges, Etc., Prohibited](#)

[12-3-18 Fees And Charges](#)

12-3-1 Definitions

In this chapter, the following words or phrases shall have the following meanings unless the context otherwise clearly indicates:

Block - The term "Block" shall mean a land area of one or more lots.

Cemetery - The term "Cemetery" shall mean any Cemetery owned or maintained by the City for the purpose of receiving the remains of deceased humans for earth interments.

Cemetery Office - The term "Cemetery Office" shall mean the main office maintained at the Kaysville City Municipal Center, 23 East Center Street, Kaysville, Utah. 425 East Crestwood Road, Kaysville, Utah.

Certificate or Deed - The term "Certificate" or "Deed" referred to herein shall mean Burial Right Certificate.

Certificate Holder - The term "Certificate Holder" is intended to mean and shall be construed to mean owner or purchaser of burial rights and privileges, or the collateral right of use of any burial plot, evidenced by a Burial Right Certificate or by proved and recognized descent or devise from the original owner.

City - The term "City" shall mean Kaysville City, Utah, whether or not so designated.

Council or City Council - The terms "Council" or "City Council" shall mean the City Council of Kaysville City, Utah.

Human Remains - The term "Human Remains" shall be construed to mean any portion relating to that of a deceased human being.

Lot - The term "Lot" shall apply to numbered divisions as shown on the record plat which consists of two or more plots.

Lot Marker - The term "Lot Marker" refers to the cement blocks approximately six (6) inches by six (6) inches by twelve (12) inches used by the Cemetery and located in the northeast corner of the lot or plot.

Marker - The term "Marker" means a headstone flush with the surface of the ground made of granite, marble, or metal substances.

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Monument - The term "Monument" shall include a tombstone or headstone of granite, marble, or metal substances which shall extend above the surface of the ground at least twelve inches (12") in height or higher, but not exceeding three feet (36") in height.

Perpetual Care - The term "Perpetual Care" shall refer to the maintenance care that the City agrees to give and shall consist of care of the Cemetery generally, but shall not include repairing or replacing marker or monument structures of any nature, except when the need for repair or replacement is directly caused by the City.

Person - The term "Person" shall mean individual, group, partnership, firm, corporation or association.

Plat - The term "Plat" shall mean a land area or lawn designated by a letter in the alphabet (namely A, B, C, D, E, F, G, H, and I) that is bordered by roadways and is one or more blocks.

Plot - The term "Plot" shall apply to a space of sufficient size to accommodate one adult interment approximately forty (40) inches by ninety-six (96) inches or one infant interment approximately twenty-eight (28) inches by fifty-two (52) inches.

Resident - The term "Resident" shall be defined as follows:

- a. Any person who was domiciled within the corporate limits of Kaysville City, Utah, at the time of death, regardless of the actual place of death.
- b. Any person owning real property within the corporate limits of Kaysville City, Utah, at the time of death, regardless of the residence or domicile of such person.
- c.
- d. Any person who was formerly domiciled within the corporate limits of Kaysville City, Utah, immediately prior to moving from the City for the purpose of becoming domiciled in any facility for the purpose of receiving medical or residential care.
- e. After November 11, 2011, any married person who owns the right to bury in two adjacent spaces and buries his or her spouse in one of those spaces while both are Residents, regardless of his or her domicile at the time of his or her death.

Responsible Party - The term "Responsible Party" shall refer to any person selected by the family of the deceased to act in its behalf and can include the heir apparent, religious leader, mortician, funeral director, or any other person the family selects in choosing graves, making available information on the deceased party, and taking full liability for the family obligations concerning the services performed on the Cemetery's property.

Sexton - The term "Sexton" shall mean the appointed keeper of the Cemetery whose duties are described herein.

Words - Single words shall include the plural, and masculine words shall include the feminine and neuter.

12-3-2 Cemetery Name

The burial ground of Kaysville City shall be known and designated by the name of Kaysville City Cemetery.

12-3-3 Cemetery Sexton

The position of Cemetery Sexton is hereby created. The Parks and Recreation Director shall be the ex officio Cemetery Sexton. The Director may designate a Cemetery Sexton

12-3-4 Duties Of Cemetery Sexton

1. It shall be the duty of the Cemetery Sexton, , to supervise, manage, operate, maintain and improve the Cemetery in accordance with the provisions of the City ordinances and the rules and regulations adopted by the City Council.
2. It shall be the duty of the Sexton to keep a true and correct plat of the Cemetery showing the location of all burial plots and such other information as the City Council may prescribe and shall keep or have kept such other records regarding the Cemetery as the City Council shall direct.
3. The Sexton shall direct the layout and digging of all graves required for burial therein, to direct all removals, changes and other authorized operations.
4. The Sexton shall take charge of all funeral corteges while in the environs of said Cemetery and regulate all traffic within the Cemetery as deemed necessary.
5. The Sexton shall approve all claims chargeable against the Cemetery before submission of the documentation of claims to the City Manager or his designee.
6. The Sexton may employ such staffing and other resources as shall be necessary to carry out the duties of the Sexton.
7. The Sexton may recommend to the City Manager for approval by the City Council appropriate regulations concerning the care, use, and maintenance of the Cemetery.
8. Any person or firm desiring to perform any work within the Cemetery must first secure the approval and written permission of the Sexton. All settings of vases, markers and monuments and all plantings of trees, shrubs and flowers must be approved by the Sexton before the work is commenced. All work will be performed by the direction of the Sexton.
9. It shall be the duty of the Sexton to remove floral pieces or displays left on any grave as he deems necessary.

12-3-5 Interments

1. Nothing other than human remains shall be interred within the Kaysville City Cemetery, and no cemetery shall be established without the express written permission of the City Council.
2. Before burying human remains in the Cemetery, there shall be procured from the Cemetery Office an Interment Order for the deceased person in such plot, lot, block and plat as may be designated by the responsible party. This Order must be completed and all applicable fees paid in full no less than forty-eight (48) hours prior to the scheduled funeral service.
3. Under no circumstances will the City assume responsibilities for errors in opening graves when orders are given by telephone or for any mistake occurring from want of precise and proper instructions as to the particular plot, size of grave, and location where interment is desired.
4. Funeral directors must schedule the use of the Cemetery, have the Interment Order signed, and have fees paid in full before arrangements with the family are concluded.
5. No person, except the certificate holder of a lot upon which the interment is to be made, shall use a plot or lot in the Cemetery, without first obtaining written permission from the certificate holder of said lot, or nearest relative of the certificate holder thereof, or legal heirs, which permission shall be filed with the Cemetery Office.
6. No interment of two or more bodies shall be made in one grave except in the case of a parent and child or two infants buried in one casket. Cremation urns shall not be allowed to be interred over existing vaults or caskets without prior approval of the Sexton or representative.
7. The human remains must be delivered to the Cemetery at or before 2:30 p.m. (November 1 to April 30) and at or before 3:30 p.m. (May 1 to October 31) for interment if the grave is to be closed the same day.
8. There shall be no interments on Sundays or the legal holidays of New Years Day, Memorial Day, Juneteenth Day, Independence Day, Pioneer Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. or All City observed holidays
9. It shall be unlawful for any remains to be interred in the Cemetery unless the casket or urn shall be placed in a vault made of reinforced concrete, stone, or metal.
10. No grave will be opened in the Cemetery until the interment fee, burial right fee and other applicable fees, as established from time to time by Resolution of the City Council, are paid in full to the satisfaction of the City Recorder or designee. The interment fee is solely determined by the residential status of the deceased and not by the person(s) who assumes responsibility for paying for interment. The completion of the Interment Order from the Cemetery Office to the Sexton will be authority to open or cause to be opened a grave for the burial of the deceased. However, upon a verbal or written contract being entered into between the funeral director and

the City wherein the said funeral director agrees to guarantee, be responsible and liable for fees for the opening of a grave, or any other applicable fees related to the interment, and be personally liable for such fees, the Sexton may give authority to open graves. The said funeral director then has thirty (30) days from date of interment to pay in full all outstanding fees related to his guaranteeing of payment.

11. Once a casket containing the human remains is within the confines of the Cemetery, no funeral director nor, assistant, employee, agent, or any other person, shall be permitted to open the casket or to touch the body without the written consent of the legal representative of the deceased or any order signed by a court of competent jurisdiction.
12. The Sexton, and those employees of the City designated by the Sexton, are the only persons who will be permitted to open graves with the following exceptions:
 - a. When the Cemetery is directed to make a disinterment by order of a court of competent jurisdiction and a certified copy of such order has been filed with the Cemetery Office.
 - b. When the coroner directs the disinterment for the purpose of holding an inquest and has filed with the Cemetery Office their signed authorization to release the body to themselves and their lawful agents. In such case, the disinterment must be made by the coroner or lawful agents. City employees will not be permitted to assist the coroner or agents.
13. The City will not be liable for the identity of the person to be interred.
14. The City Council, with the advice of the Sexton, may designate a portion of the Cemetery for the burial of indigents. A burial of an indigent in the Cemetery must be approved and administered by current policy as set forth by Davis County in conjunction with local funeral directors prior to interment.
15. Burial Right Certificate holders shall not allow interments in their plots or lots in return for remuneration of any kind.
16. Persons responsible for the deceased will have full liability for the remains of the deceased when it enters the grounds of the Cemetery and will have complete charge of those remains and will cause the deceased to be lowered into the grave site. After this has been accomplished, the Sexton or their representative will take charge of the remains and will proceed thenceforth with the closing of the grave.
17. The Sexton or their representative has the perpetual right of ingress and egress over any part of the Cemetery burial plat areas and shall use reasonable care in protecting all existing turf, markers, monuments, grave flowers, grave decorations, trees or existing shrubbery in order to cause the opening and closing of graves with the required vehicles, equipment, tools and personnel.

18. Saturday services will be charged an additional fee as set forth by resolution of the City Council in addition to the standard interment fee.
19. Plat D, Section 5, of the Cemetery is designated for the burial of infants and urns and such burials are subject to the following regulations:
 - a. All burials therein must be in concrete vaults as required elsewhere in the Cemetery.
 - b. All grave markers therein must not extend above the level of the ground.
 - c. In the event of disinterment, the right to burial reverts to the City and the value will be applied to re-interment, if in the Kaysville City Cemetery.

12-3-6 Disinterments

1. No person shall disinter any human remains in the Cemetery, except under the direction of the Sexton. All disinterments shall comply with applicable State law.
2. The Order for Disinterment shall include the name of the deceased, when and where born, when and where the place of death occurred, together with the name of parents and spouse, also the date of burial, as well as the name of the cemetery, with the initial letter of the plat, as well as the number of block, lot and burial plot number, and the place of destination if disinterred and transferred beyond the environs of the Cemetery.
3. If the disinterment is to be transported outside the environs of the Cemetery, the Cemetery Office shall require a written Order For Disinterment together with a Burial Transit Permit from the Davis County Department of Health to be executed by the certificate holder or his heirs authorizing such removal at least one (1) week prior to the day of the disinterment.
4. The City assumes no responsibility whatsoever for the condition of any casket or vault involved in any removal.
5. It shall be unlawful for any person to remove the body of a person who has died of a contagious disease within two (2) years from the date of burial unless the body has been buried in a hermetically sealed coffin, or vault, and is found to be so encased at the time of removal.
6. Fees for disinterments will be charged according to the work involved, with a base fee established by the City Council.
7. The Cemetery reserves, and shall have the right to correct any errors that may be made by it either in making interments, disinterments or removals, or the description, transfer or conveyance of any interment property, either by cancelling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or as may be selected by the Cemetery office, or, in the sole discretion of the Cemetery office,

by refunding the amount of money paid on account of said purchase. In the event such error shall involve the disinterment of the remains of any person in such property, the Cemetery reserves, and shall have the right to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.

8. In the event of disinterment, the right to burial of said plot(s) reverts to the City and the value at time of purchase will be applied to re-interment, if in the Kaysville City Cemetery.

12-3-7 Sale Of Burial Rights

1. The Cemetery Sexton, and such other persons as the City Recorder may designate, are hereby authorized to sell the use of burial spaces in the Cemetery for interment purposes only and to collect all sums arising from such sale. The Cemetery Sexton shall not sell the use of more than two (2) burial spaces to persons of the same household unless there is immediate need for use of more. ~~Residents of Kaysville City may purchase burial rights pre-need.~~ Residents of Kaysville City may purchase burial rights only at-need. The Cemetery Sexton shall keep a complete record of all sales, which record shall describe the location of the burial spaces purchased and the price paid therefor. The purchaser shall receive a receipt describing each right of use so purchased, together with the amount paid and the balance, if any. The Cemetery Sexton shall retain a duplicate copy in the Cemetery receipt book.
2. The City Council may establish by resolution the burial right fee for all Cemetery spaces or parts thereof. Payments made pursuant to this Section shall not be construed to be payment for any Cemetery services.
3. It shall be unlawful for any person to bury the remains of a deceased person in the Cemetery without first paying in advance, and before the opening of the space to be occupied, the full cost for use of said space.
4. Burial rights to any space shall not be sold, transferred, conveyed, or assigned by the purchaser or certificate holder except to the City or to direct heirs. A resident may transfer burial rights to a nonresident heir if the purchase of that right is accomplished prior to the time of death, and the burial right certificate is in their possession.
5. Whenever spaces are transferred, or revert to the City, or become vested in the municipality for any reason, the original Certificate shall be cancelled, and the record shall be so changed before new Certificates are issued. A transfer fee as set forth from time to time by resolution of the City Council shall be paid to the Cemetery Office for such transaction.
6. In the event the Sexton or any party desires to exchange one space inside the Cemetery for another space they may do so by informing the Cemetery Office of their desire and paying for the Certificate Transfer Fee.

7. The right to enlarge, reduce, re-plat or change the boundaries or grading of the Cemetery or a section or sections, from time to time, including the right to modify or change the locations of or remove or regrade roads, drives, or walks, or any part thereof is hereby reserved. The right to lay, maintain, operate, alter or change pipelines for sprinkling systems, drainage, etcetera, is also expressly reserved, as well as is the right to use Cemetery property not sold to individual burial right owners or plots reclaimed for Cemetery purposes, including interment of the dead, or for anything necessary, incidental or convenient thereto.

12-3-8 Reclamation

The City may reclaim any unused burial site which has been unused for burial purposes for more than sixty (60) years. The City Council by virtue of its adoption of this provision, authorizes and mandates the Sexton to reclaim any such site(s). Prior to reclaiming any lot or portion thereof, proper notification procedures, as provided by law, will be followed. The City Council reserves the right to amend the notification procedure as to extend the process of said procedure. Descendants or other heirs shall have preference over non-heirs or non-descendants in purchasing a Burial Right on the lots or portions thereof being reclaimed. The cost of the burial right(s) will be at current purchase price.

12-3-9 Perpetual Care

1. There is hereby established a Cemetery Perpetual Care Nonexpendable Trust Fund. There shall be deposited in the Fund the portion of the Cemetery fees as established from time to time by Resolution of the City Council. The annual interest income from the Fund shall be used to assist in the care, maintenance and operation of the Cemetery.
2. Perpetual care shall be deemed to include general grounds maintenance, but shall not include repairing or replacing monuments of any nature, except when the need for repair or replacement is directly caused by the City.

12-3-10 Capital Improvement Fund

There is hereby established a Capital Improvement Fund for future expansion of new burial sites and portions thereof and construction of fixtures as deemed necessary in the Cemetery. There shall be deposited in the fund the portion of the burial right fees as established from time to time by Resolution of the City Council. The sum total of these monies deposited and interest accrued thereon shall be used solely for the purposes of capital improvement or expansion of the Cemetery.

12-3-11 Monuments And Markers

1. The certificate holders for spaces or relatives of the deceased person(s) buried in the Cemetery may not install or remove, or cause the installation or removal, of any type of marker or monument on any grave space(s) without first obtaining the approval of the Sexton.
2. Grave markers shall either be flush with the ground or between twelve inches

(12") and three feet (36") in height.

3. Grave markers shall have and be set in a finished, grass-level cement base or apron (commonly known as a mow strip) extending outward from the outer perimeters of the stone or metal grave markers for at least six inches (6"), so that the lawn may be cut conveniently without contact to the headstone or marker.
4. The combined length (extending north/south) of the mow strip and grave marker shall not be longer than the width of the burial plot(s) the rights to which are owned by the monument owner.
5. The combined width (extending east/west) of the mow strip and grave marker shall not exceed thirty-two (32") of the burial plot (s) owned by the monument owner.
6. The inscription with the name(s) of the deceased on all grave markers in the Cemetery shall be so inscribed on the stone or metal marker facing west so that a person may be able to read it when facing the east.
7. The installation of all grave markers or monuments will be under the supervision of the Sexton. A notice to the Cemetery Office by the monument company or responsible party must be made at least twenty four (24) hours prior to the installation.
8. All grave markers and monuments shall be set with the outside west edge of the burial space on the marker placement line as established by the Sexton or the designee.
9. Failure to comply with the above regulations for grave markers and monuments will justify the City in refusing the placement of said markers or monuments. Any and all costs involved with altering said markers in order to comply with the above regulations will be borne by those having ordered said markers.
10. All headstones being placed in the area designated as Plat D, Section 5 and Plat E, Section 5, Plat G Lots 114, 121, 128, 135, 142, 149, 156, 163, 170, 177, 184, 191, 198, 205, 212, and 219, Plat I shall be restricted to markers that do not extend above the level of the ground.
11. Before any marker or monument may be placed on any plot(s), the full purchase price for use of said plot(s) must be paid in full whether or not the plot(s) are occupied with human remains.
12. When the need arises to move from its location either a marker or monument in order to inter human remains, a fee will be assessed on the Interment Order in addition to the interment fees. This fee will be governed and set forth by the City Council and may change from time to time as the City Council may deem necessary. The monies collected will be designated part of the operating budget of the Cemetery.
13. .
14. When an adult burial plot is divided, the east half shall be restricted to markers

that do not extend above the level of the ground.

15. All monuments and markers installed shall comply with the following:
 - a. Maximum headstone dimensions for flat markers: 32" width for a single stone (including 6" mowstrips) 40" length for a single stone (including 6" mowstrips) 32" width for a double stone (including 6" mowstrips) 80" length for a double stone (including 6" mowstrips).
 - b. Maximum headstone dimensions for upright monuments: 32" width for a single stone (including 6" mowstrips) 40" length for a single stone (including 6" mowstrips) No less than 12" nor more than 36" height for a single stone. 32" width for a double stone (including 6" mowstrips) 80" length for a double stone (including 6" mowstrips) No less than 12" nor more than 36" height for a double stone.
 - c. All monuments and markers shall have no less than six inch (6") concrete or stone mowstrips around the perimeter (meaning all sides) of the headstone. Mowstrips must be solid and contiguous in an unbroken sequence.
 - d. All monuments and markers shall be inspected for compliance on the date the headstone is to be installed and a permit issued before installation is permitted in the Cemetery. The installer shall notify the City twenty-four hours prior to installation and schedule the time for inspection, payment of the fee and issuing the permit at 425 E Crestwood Road , Kaysville. Permits will only be issued on Monday through Friday, except for holidays, between 8:30 a.m. and 2:30 p.m. If the headstone does not comply in any way, it will not be permitted and the City will not bear any cost to make it comply.
 - e. The City Council may establish by resolution, from time to time, the installation permit fee and the fine for installing a headstone without first obtaining the required permit.
 - f. Headstone setting is at the discretion of the Sexton or designee during inclement weather.
16. The Cemetery and City accept no responsibility for loss or damage to any monument or marker unless such loss or damage is a direct result of negligence on the part of the City.

12-3-12 Decoration Of Graves

1. Fresh cut flowers are permitted any time if placed in a permanent vase located either on the monument (upright headstone) or in the mow strip (the cement or granite border) and may be removed and discarded without notice when they

become unsightly at the discretion of the Sexton.

2. Artificial flowers(dried, plastic, or silk) and decorations, including but not limited to balloons, craft items, figurines, flags, pinwheels, potted live plants, shepherd hooks and solar lights are not permitted during the mowing season which is from April 1 to the fourth Monday in November, with the following exceptions:
 - a. Easter, Mother's Day, Memorial Day, Father's Day, Independence Day, Pioneer Day and Halloween.
 - b. Artificial flowers in a permanent fixture on the raised portion of a monument (upright headstone).
3. Funeral flowers, floral pieces, and decorations may be removed and discarded without notice when they become unsightly at the discretion of the Sexton.
4. During the mowing season, any item(s) placed on the mow strip, or on the lawn, may be removed and discarded without notice.
5. All holiday decorations may be removed and discarded without notice seven (7) days after the holiday.
6. A general cleanup may be done on:
 - a. The first Monday and Tuesday of each month with the exception of December. .
 - b. The Monday following Memorial Day (all flowers and grave decorations may be removed and discarded).
 - c. .
7. The cemetery claims no responsibility or liability, nor will accept any claims against it, for loss or destruction of personal property left in the cemetery, and disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, explosions, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

12-3-13 Cemetery Hours

Cemetery hours are 6:00 a.m. to 11:00 p.m.

A person's presence within the bounds of the cemetery during any other hours shall constitute trespassing.

12-3-14 Traffic And Safety Regulations

1. It shall be unlawful for any person to drive at a speed greater than fifteen (15) miles per hour in the Cemetery.
2. It shall be unlawful to drive or park any vehicle over or across any lawn area or lot within the confines of the Cemetery.
3. Only vehicles and equipment that have been approved by the Sexton, or his representative, may traverse any lawn area.
4. Because Cemetery ground is devoted to interment and repose of the dead, strict observance of decorum due such a place shall be required of all persons.
5. It is of the utmost importance that there should be strict observance of the proprieties in the Cemetery. Hence, all persons within the Cemetery should avoid conduct unbecoming a sacred place.
6.
 - a. No loud, boisterous or turbulent noise of any kind which is deemed undesirable or interferes with the decorum of the Cemetery, or which is marked by intensity or volume of sound, will be permitted within the environs of the Cemetery.
 - b. No alcoholic beverages of any kind will be permitted within the environs of the Cemetery.
 - c. No idling or loafing on the grounds or in any of the buildings will be permitted within the environs of the Cemetery.
 - d. Peddling or soliciting the sale of any commodity within the Cemetery will not be permitted.
 - e. Placing of signs or notices of advertisements of any kind within the Cemetery will not be permitted.
 - f. Bringing firearms into the Cemetery except by a military escort accompanying a Veteran's funeral or attending memorial services will not be permitted within the environs of the Cemetery.
 - g. Electronic gaming that interferes with the sacred nature of Cemetery burials and those grieving will not be permitted.

12-3-15 Defacement Or Littering Of Cemetery

1. It is unlawful for any person to injure, molest, deface, or otherwise damage, or remove any headstone from its foundation, curbing, um, monument, tree, shrub, flowers, funeral flowers, floral pieces, vases and containers, or any other property in the Cemetery. This Section shall not apply to the Sexton or employees of the department who are performing their assigned work. This Section shall not apply to any person who is removing flowers, vases or containers which such person has placed upon a Cemetery burial plot(s) or lot.

2. It is unlawful for any person to throw or deposit in any part of the Cemetery the carcass of any dead animals, meat, fish, rubbish, refuse, filth, trash, garbage, building materials, or any like substance, or any object or substance that detracts from the beauty of said Cemetery.
3. Any person(s) convicted of the above actions will be responsible for payment of the cost and expenses involved to restore the property to its original state.

12-3-16 Animals In Cemetery

It shall be unlawful for any person to take any animal into the Cemetery or permit any animal owned or in the custody of such person to enter the Cemetery, except an animal kept in the confines of a vehicle will be allowed only if such animal is retained within the confines of said vehicle, while the vehicle remains in the Cemetery.

12-3-17 Erecting Of Fences, Or Copings, Or Planting Of Trees, Hedges, Etc., Prohibited

No person(s) shall erect a fence, coping, or corner post, or plant trees, flowers, shrubbery, hedge, or other boundary marker or obstruction upon any burial plot(s) or lot, nor grade the ground thereof. Any such obstructions in the Cemetery shall be removed under the direction of the Sexton. Nothing in this Section shall prohibit the planting and maintaining of trees, shrubs, flowers, bushes, fences and other installations by the Sexton in his official capacity.

12-3-18 Fees And Charges

The City Council shall establish fees and charges for the care, use, operation, and maintenance of the Cemetery from time to time by resolution.

Chapter 4 Shade Trees

12-4-1 City Forester

12-4-2 Planting Regulations

12-4-3 Removal Of Trees

12-4-4 Willful Injury To Trees

12-4-5 Shade Tree Districts

12-4-1 City Forester

There is hereby created the position of City Forester. The Parks and Recreation Director Superintendent may designate a shall be the City Forester. The City Forester shall be responsible for administering the provisions of this Chapter and the policies and recommendations of the City Council. The City Forester shall have jurisdiction and supervision of all trees and plants planted or growing in public streets or places within the City to insure safety or to preserve the beauty of such public places. It shall be his duty to have trees and other plants in public streets and on public property planted, trimmed, sprayed, preserved, and removed.

12-4-2 Planting Regulations

The City Forester shall prepare Arboricultural Regulations containing a list of approved species of trees which may be planted on public streets within the City, a list of approved shrubs and ground covers, and standards for the planting of trees and shrubs upon public streets and property. Upon approval of such regulations by the City Council, no trees or shrubs other than the kinds designated, and in accordance with the regulations,

shall be planted on any public street or public place unless written consent of the City Forester is obtained.

12-4-3 Removal Of Trees

The City, through its City Forester, shall condemn and remove or order the removal of any tree, tree stump, shrub, or plant upon any of the public streets or on public property within this City where the same is dead, diseased, or for any reason whatsoever is deemed undesirable by the City Council. The City, through its City Forester, shall have authority to condemn and remove, or order to be removed, any tree, tree stump, shrub, or plant upon private property when the City Council shall find such action necessary to the public safety or to prevent the spread of disease or insects, and shall have the authority, after exercising due diligence to notify abutting property owners, to remove or order the removal of any tree, shrub, or plant which has been planted upon any public street or on any public property in violation of this Chapter or any other Ordinance. The City Inspector and the City Forester shall have the authority to report any violations of this Chapter to the City Council for its action.

12-4-4 Willful Injury To Trees

No person shall willfully injure or destroy any tree on public streets, public parks, or other public property of the City by any means including, but not limited to, the following:

1. Constructing a concrete, asphalt, brick, or gravel sidewalk or otherwise filling up the ground area around any tree so as to shut off air or water from the roots, except under written authority from the City Forester.
2. Piling building material, equipment, or other substance around any tree so as to cause injury.
3. Pouring any injurious matter on or around any tree or on the ground around it or on any lawn or sidewalk.
4. Injuring any tree, tree stake, or guard with any vehicle or animal, or in any other manner causing injury to any tree or lawn or public property.

12-4-5 Shade Tree Districts

The City may by resolution of the City Council create shade tree districts in the City. Resolutions creating shade tree districts shall be adopted by the City Council and shall designate the boundaries of the shade tree district, the general purpose for which the district is created, and the services to be provided by the City with respect to trees within the district. Shade tree districts shall be managed under the supervision of the City Forester, under the supervision of the City Council and in accordance with the resolution creating such district.

Nothing in this Section or any resolution adopted pursuant to the terms and provisions hereof shall relieve any property owner or occupant of property within any such district, adjacent property owner or occupant, or any other person or entity from any duty or responsibility under law, custom, or practice with respect to the care and maintenance of

their property and adjacent City sidewalks and rights of way.

Chapter 5 Parks And Recreation Advisory Board

12-5-1 Board, Membership

12-5-2 Term Of Office

12-5-3 Mode Of Appointment

12-5-4 Removal Of Members

12-5-5 Rules

12-5-6 Scope And Function

12-5-7 Duties

12-5-8 Salary

HISTORY

Adopted by Ord. [20-01-02](#) on 1/23/2020

12-5-1 Board, Membership

There is hereby established the "Kaysville Parks and Recreation Advisory Board." It shall be composed of seven (7) members, all of whom shall reside in the City for at least one year prior to their appointment and be residents of the City. Appointments shall be made by the Mayor with the advice and consent of the City Council.

HISTORY

Adopted by Ord. [20-01-02](#) on 1/23/2020

12-5-2 Term Of Office

Each appointed member shall serve a staggered term of four (4) years except upon creation of this board three (3) members shall serve an initial term of two (2) years, except that term of the member who is likewise a member of the City Council shall be as determined by the Mayor with the advice and consent of the City Council.

HISTORY

Adopted by Ord. [20-01-02](#) on 1/23/2020

12-5-3 Mode Of Appointment

The members of the Parks and Recreation Advisory Board shall be residents of the city and solely on the basis of qualification for the position. Appointments to fill vacancies shall be made at any time to fill the unexpired terms of any member. Appointments shall be nonpolitical, and appointees shall be selected from different vocational interests insofar as possible.

HISTORY

Adopted by Ord. [20-01-02](#) on 1/23/2020

12-5-4 Removal Of Members

Any member of the Parks and Recreation Advisory Board may be removed, with or without cause, by the Mayor with the advice and consent of the City Council. A member shall be removed for failure to attend three (3) consecutive board meetings.

HISTORY

Adopted by Ord. [20-01-02](#) on 1/23/2020

12-5-5 Rules

The Parks and Recreation Advisory Board shall formulate its own rules for selection of a chairman, vice chairman and secretary from its membership, the time, place and manner of calling the meetings and other procedural matters, and may adopt rules and regulations for the conduct of its business consistent with City Code. The Parks and Recreation Advisory Board should meet as often as necessary to conduct necessary business. Provided that there shall be at least one meeting each quarter. Written minutes shall be kept of each meeting and the minutes shall be adopted by the Board at a future Board meeting.

Chairman and Vice Chairman; Conduct of Meetings; The Parks and Recreation Advisory Board will appoint from among the Advisory Board members a chairman and vice chairman of the board. The chairman and vice chairman shall serve in such capacity for the length of two years. The chairman shall preside over the meetings of the Advisory Board, and the vice chairman shall act for the chairman during the chairman's absence. All members of the Advisory Board shall attend such meetings. No action shall be taken by the board except by the affirmative vote of at least (3) Advisory Board Members. Three (3) Advisory Board members shall constitute a quorum.

HISTORY

Adopted by Ord. [20-01-02](#) on 1/23/2020

12-5-6 Scope And Function

The Parks and Recreation Advisory Board shall function as a planning, advisory, and coordinating body for the City in matters pertaining to parks and recreation plans and programs. Their efforts will be fully coordinated with the Parks and Recreation Department and all actions or proposed actions will be submitted through the City staff and will receive approval of the City Council prior to implementation. The Board is not empowered to bind or obligate the City or any of its departments, except as approved by the City Council, within the framework of approved plans or programs.

HISTORY

Adopted by Ord. [20-01-02](#) on 1/23/2020

12-5-7 Duties

It shall be the duty of the Parks and Recreation Advisory Board to submit to the City a master parks and recreational plan. The Parks and Recreation Advisory Board is to coordinate its efforts with the Kaysville City Planning Commission to assure correlation

of effort. Coordination shall also be assured with appropriate City staff and affected departments. The Parks and Recreation Advisory Board may include as an integral part of its program and fund raising activities to finance such programs, the use of volunteers, etc., providing prior approvals required in Section 12-5-6 are obtained. The Board shall submit to the City an annual outline of goals and activities it intends to undertake. The normal and ongoing programs of the Parks and Recreation Department will not necessarily be included in the plan as they are defined and supported by the Parks and Recreation Department in their budget submissions.

HISTORY

Adopted by Ord. [20-01-02](#) on 1/23/2020

12-5-8 Salary

Each member of the Parks and Recreation Advisory Board shall receive compensation as fixed by resolution of the City Council.

HISTORY

Adopted by Ord. [20-01-02](#) on 1/23/2020

Title 12 Parks, Public Property, And Recreation

Chapter 1 Parks And Recreation Department

Chapter 2 Parks And Public Property

Chapter 3 Cemetery

Chapter 4 Shade Trees

Chapter 5 Parks And Recreation Advisory Board

Chapter 1 Parks And Recreation Department

12-1-1 Department Created

12-1-2 Superintendent

12-1-3 Powers And Duties

12-1-1 Department Created

There is hereby created the Parks and Recreation Department.

12-1-2 ~~Director, Superintendent~~

There is hereby created the position of Parks ~~and Recreation Director, Superintendent~~ who shall be the Parks and Recreation Department supervisor.

12-1-3 Powers And Duties

It shall be the duty of the Parks and Recreation ~~Director, Superintendent~~ to supervise the operation and maintenance of the City's parks, public grounds, buildings, recreation programs and the City Cemetery in accordance with the provisions of the City ordinances and the rules and regulations adopted by the City.

The ~~Director, Superintendent~~ shall regularly inspect the condition, function, and operations of the City's parks, public grounds, buildings and its recreation programs. Records of such inspections shall be maintained by the ~~Director, Superintendent~~ and shall be made available to the City Manager as requested.

As directed by the City Manager, the ~~Director, Superintendent~~ shall report to the City Council with respect to the condition, function, and operations of the City's parks, public grounds, buildings, cemetery and its recreation programs.

The ~~Director, Superintendent~~ may also employ, subject to the approval of the City Manager, such staff and other resources as shall be necessary to carry out the duties prescribed by the City ordinances and by the rules and regulations adopted by the City.

Chapter 2 Parks And Public Property

12-2-1 Defacement Of Littering

12-2-2 Vehicles

12-2-3 Hours Of Use

12-2-4 Animals

12-2-5 Alcoholic Beverages

12-2-6 Safety

12-2-7 Concessions

12-2-8 Entertainment and similar activities

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12-2-9 Personal profit or financial gain

12-2-10 Camping or sleeping overnight

12-2-11 Signs and Advertising

12-2-1 Defacement Of Littering

1. It shall be unlawful for any person to destroy, deface, injure, or interfere with any part, structure, fixture or appurtenance of any park or public property.
2. No dumping or littering shall be allowed on any city park premises. No garbage generated outside of the park premises shall be transported to or dumped within the park or within any garbage receptacles belonging to the city and located within the park. Any garbage generated through use of the park premises shall be deposited within designated garbage receptacles.
3. Any person(s) convicted of the above actions will be responsible for payment of the cost and expenses involved to restore the property to its original state.

12-2-2 Vehicles

~~It shall be unlawful to drive or park any vehicle over or across any park or public property except on the streets or parking lots provided therefore or as approved by the Director Superintendent. Only vehicles or equipment approved by the Director Superintendent shall traverse any lawn area.~~

No person shall ride in or drive any motor *Motor Vehicles Specified: For purposes of this section, motor vehicles include, but are not limited to, automobiles, trucks, off road vehicles, motorcycles, motorbikes, snowmobiles and any and all other self-propelled mechanical vehicles, excepting vehicles moved solely by human power and motorized wheelchairs.* vehicle upon any park, trail or multi-use open space except upon roads, parking areas or other hard-surfaced areas designated for motor vehicle operation. This shall not apply, however, to motorized equipment used within the property by officers or employees of the City, or other county or state agency in the performance of their official duties. It is prohibited for any person to commit any act, by use or operation of any motor vehicle on any park, trail or multi-use open space, which if committed upon a public highway or street in the state, would be prohibited and unlawful.

1. Speed Limit. Speed limits for motor vehicles within all parks, trails or multi-use open spaces, or their parking areas, shall be 10 miles per hour unless otherwise posted.
2. Manner of Operation. No motor vehicles shall be operated in a careless or reckless manner to such an extent that it will endanger the peace, health and safety of any other person or animal within the property.
3. Parking. There shall be no parking at any time except in areas designated for such purposes. Abandoned vehicles shall be towed at owner's expense. No one shall test or repair any vehicle or mechanical device in any park, trail or multi-use open space.

12-2-3 Hours Of Use

The City Council may establish hours in which parks or public property can be used. Use at other times shall be unlawful and the presence of any unauthorized person shall constitute trespassing. Parks hours shall be 6:00 a.m. to 11:00 p.m.

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12-2-4 Animals

It shall be unlawful for any person to take any animal into any part of any park or onto public property or permit any animal owned or in the custody of such person to enter any part of any park or onto public property except as approved by the City Council. Service animals are permitted.

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12-2-5 Alcoholic Beverages, drugs or gambling

~~It shall be unlawful to have or consume alcoholic beverages in any park or on public property.~~

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The sale, consumption or possession of intoxicating liquors or beverages, illegal drugs, or gambling of any kind, is prohibited in all parks, on all trails, and on multi-use open space properties of the City.

12-2-6 Safety

It shall be unlawful for any person to engage in any activity in any park or on public property in a manner that endangers others using the facility.

1. No person shall carry or discharge any firecrackers, rockets, or any other explosives within a city park, except persons who have obtained a special permit from the city to put on a fireworks show.
2. No person shall make or kindle a fire within a city park for any purpose, unless such person shall do the same in designated areas (Wilderness Park) and at designated times where a fireplace or other facility intended to contain a fire is available. Fire Department can restrict fire pits in the Wilderness Park at any time.
3. No person shall engage in fighting or indulge in riotous, boisterous, intoxicated, threatening, promiscuous or indecent conduct or use any abusive, threatening, profane or indecent language in a city park.

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12-2-7 Concessions

No person may sell food, drinks, or other items in the park, trail or multi-use open space except as may be permitted by special contract approved by the City.

12-2-8 Entertainment and similar activities

No commercial entertainment, demonstration, exhibition, meeting, concert or tournament, whether public or private, shall be given in any park, trail or multi-use open space without having obtained written permission from the City. This section does not prohibit free expression activities, such as noncommercial demonstrations, protests, or assembly for noncommercial purposes.

12-2-9 Personal profit or financial gain

Reservations for park areas or multi-use open spaces or facilities shall not be granted for personal profit or financial gain without written permission from the City.

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12-2-10 Camping or sleeping overnight

Camping or sleeping overnight in City parks or multi-use open space is not permitted, except the Wilderness Park. Obtaining a permit from the Parks and Recreation Department of the City is required. There will be a fee associated with overnight camping or sleeping in the Wilderness Park: See the Kaysville City fee schedule. This section shall not apply to authorized city personnel for official city business or security purposes.

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12-2-11 Signs and Advertising

No person shall, without written permission of the Parks and Recreation Director or designee, erect, paint, paste or otherwise affix or distribute any signs, advertisements or circulars on parks, trails or multi-use open space.

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Chapter 3 Cemetery

12-3-1 Definitions

12-3-2 Cemetery Name

12-3-3 Cemetery Sexton

12-3-4 Duties Of Cemetery Sexton

12-3-5 Interments

12-3-6 Disinterments

12-3-7 Sale Of Burial Rights

12-3-8 Reclamation

12-3-9 Perpetual Care

12-3-10 Capital Improvement Fund

12-3-11 Monuments And Markers

12-3-12 Decoration Of Graves

12-3-13 Cemetery Hours

12-3-14 Traffic And Safety Regulations

12-3-15 Defacement Or Littering Of Cemetery

12-3-16 Animals In Cemetery

12-3-17 Erecting Of Fences, Or Copings, Or Planting Of Trees, Hedges, Etc., Prohibited

12-3-18 Fees And Charges

12-3-1 Definitions

In this chapter, the following words or phrases shall have the following meanings unless the context otherwise clearly indicates:

Block - The term "Block" shall mean a land area of one or more lots.

Cemetery - The term "Cemetery" shall mean any Cemetery owned or maintained by the City for the purpose of receiving the remains of deceased humans for earth interments.

Cemetery Office - The term "Cemetery Office" shall mean the main office maintained at the Kaysville City Municipal Center, 23 East Center Street, Kaysville, Utah. 425 East Crestwood Road, Kaysville, Utah.

Certificate or Deed - The term "Certificate" or "Deed" referred to herein shall mean Burial Right Certificate.

Certificate Holder - The term "Certificate Holder" is intended to mean and shall be construed to mean owner or purchaser of burial rights and privileges, or the collateral right of use of any burial plot, evidenced by a Burial Right Certificate or by proved and recognized descent or devise from the original owner.

City - The term "City" shall mean Kaysville City, Utah, whether or not so designated.

Council or City Council - The terms "Council" or "City Council" shall mean the City Council of Kaysville City, Utah.

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Human Remains - The term "Human Remains" shall be construed to mean any portion relating to that of a deceased human being.

Lot - The term "Lot" shall apply to numbered divisions as shown on the record plat which consists of two or more plots.

Lot Marker - The term "Lot Marker" refers to the cement blocks approximately six (6) inches by six (6) inches by twelve (12) inches used by the Cemetery and located in the northeast corner of the lot or plot.

Marker - The term "Marker" means a headstone flush with the surface of the ground made of granite, marble, or metal substances.

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Monument - The term "Monument" shall include a tombstone or headstone of granite, marble, or metal substances which shall extend above the surface of the ground at least twelve inches (12") in height or higher, but not exceeding three feet (36"), in height.

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Perpetual Care - The term "Perpetual Care" shall refer to the maintenance care that the City agrees to give and shall consist of care of the Cemetery generally, but shall not include repairing or replacing marker or monument structures of any nature, except when the need for repair or replacement is directly caused by the City.

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Person - The term "Person" shall mean individual, group, partnership, firm, corporation or association.

Plat - The term "Plat" shall mean a land area or lawn designated by a letter in the alphabet (namely A, B, C, D, E, F, G, H, and I) that is bordered by roadways and is one or more blocks.

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Plot - The term "Plot" shall apply to a space of sufficient size to accommodate one adult interment approximately forty (40) inches by ninety-six (96) inches or one infant interment approximately twenty-eight (28) inches by fifty-two (52) inches.

Resident - The term "Resident" shall be defined as follows:

- a. Any person who was domiciled within the corporate limits of Kaysville City, Utah, at the time of death, regardless of the actual place of death.
- b. Any person owning real property within the corporate limits of Kaysville City, Utah, at the time of death, regardless of the residence or domicile of such person.
- c. Any person who was a legal resident of Kaysville City, Utah, at the time of death, regardless of domicile.
- d. Any person who was formerly domiciled within the corporate limits of Kaysville City, Utah, immediately prior to moving from the City for the purpose of becoming domiciled in any facility for the purpose of receiving medical or residential care.
- e. After November 11, 2011, any married person who owns the right to bury in two adjacent spaces and buries his or her spouse in one of those spaces while both are Residents, regardless of his or her domicile at the time of his or her death.

Deleted: Any person who was a legal resident of Kaysville City, Utah, at the time of death, regardless of domicile.

Responsible Party - The term "Responsible Party" shall refer to any person selected by the family of the deceased to act in its behalf and can include the heir apparent, religious leader, mortician, funeral director, or any other person the family selects in choosing graves, making available information on the deceased party, and taking full liability for the family obligations concerning the services performed on the Cemetery's property.

Sexton - The term "Sexton" shall mean the appointed keeper of the Cemetery whose duties are described herein.

Words - Single words shall include the plural, and masculine words shall include the feminine and neuter.

12-3-2 Cemetery Name

The burial ground of Kaysville City shall be known and designated by the name of Kaysville City Cemetery.

12-3-3 Cemetery Sexton

The position of Cemetery Sexton is hereby created. The Parks and Recreation Director shall be the ex officio Cemetery Sexton. The Director may designate a Cemetery Sexton

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12-3-4 Duties Of Cemetery Sexton

1. It shall be the duty of the Cemetery Sexton, to supervise, manage, operate, maintain and improve the Cemetery in accordance with the provisions of the City ordinances and the rules and regulations adopted by the City Council.
2. It shall be the duty of the Sexton to keep a true and correct plat of the Cemetery showing the location of all burial plots and such other information as the City Council may prescribe and shall keep or have kept such other records regarding the Cemetery as the City Council shall direct.
3. The Sexton shall direct the layout and digging of all graves required for burial therein, to direct all removals, changes and other authorized operations.
4. The Sexton shall take charge of all funeral corteges while in the environs of said Cemetery and regulate all traffic within the Cemetery as deemed necessary.
5. The Sexton shall approve all claims chargeable against the Cemetery before submission of the documentation of claims to the City Manager or his designee.
6. The Sexton may employ such staffing and other resources as shall be necessary to carry out the duties of the Sexton.
7. The Sexton may recommend to the City Manager for approval by the City Council appropriate regulations concerning the care, use, and maintenance of the Cemetery.
8. Any person or firm desiring to perform any work within the Cemetery must first secure the approval and written permission of the Sexton. All settings of vases, markers and monuments and all plantings of trees, shrubs and flowers must be approved by the Sexton before the work is commenced. All work will be performed by the direction of the Sexton.
9. It shall be the duty of the Sexton to remove floral pieces or displays left on any grave as he deems necessary.

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12-3-5 Interments

1. Nothing other than human remains shall be interred within the Kaysville City Cemetery, and no cemetery shall be established without the express written permission of the City Council.
2. Before burying human remains in the Cemetery, there shall be procured from the Cemetery Office an Interment Order for the deceased person in such plot, lot, block and plat as may be designated by the responsible party. This Order must be completed, and all applicable fees paid in full no less than forty-eight (48) hours prior to the scheduled funeral service.
3. Under no circumstances will the City assume responsibilities for errors in opening graves when orders are given by telephone or for any mistake occurring from want of precise and proper instructions as to the particular plot, size of grave, and location where interment is desired.
4. Funeral directors must schedule the use of the Cemetery, have the Interment Order signed, and have fees paid in full before arrangements with the family are concluded.
5. No person, except the certificate holder of a lot upon which the interment is to be made, shall use a plot or lot in the Cemetery, without first obtaining written permission from the certificate holder of said lot, or nearest relative of the certificate holder thereof, or legal heirs, which permission shall be filed with the Cemetery Office.
6. No interment of two or more bodies shall be made in one grave except in the case of a parent and child or two infants buried in one casket. Cremation urns shall not be allowed to be interred over existing vaults or caskets without prior approval of the Sexton or representative.
7. The human remains must be delivered to the Cemetery at or before 2:30 p.m. (November 1 to April 30) and at or before 3:30 p.m. (May 1 to October 31) for interment if the grave is to be closed, the same day.
8. There shall be no interments on Sundays or the legal holidays of New Years Day, Memorial Day, Juneteenth Day, Independence Day, Pioneer Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. or All City observed holidays
9. It shall be unlawful for any remains to be interred in the Cemetery unless the casket or urn shall be placed in a vault made of reinforced concrete, stone, or metal.
10. No grave will be opened in the Cemetery until the interment fee, burial right fee and other applicable fees, as established from time to time by Resolution of the City Council, are paid in full to the satisfaction of the City Recorder or designee. The interment fee is solely determined by the residential status of the deceased and not by the person(s) who assumes responsibility for paying for interment. The completion, of the Interment Order from the Cemetery Office to the Sexton will be authority to open or cause to be opened a grave for the burial of the deceased. However, upon a verbal or written contract being entered into between the funeral director, and

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the City wherein the said funeral director, agrees to guarantee, be responsible and liable for fees for the opening of a grave, or any other applicable fees related to the interment, and be personally liable for such fees, the Sexton, may give, authority to open graves. The said funeral director, then has thirty (30) days from date of interment to pay in full all outstanding fees related to his guaranteeing of payment.

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11. Once a casket containing the human remains is within the confines of the Cemetery, no funeral director nor, assistant, employee, agent, or any other person, shall be permitted to open the casket or to touch the body without the written consent of the legal representative of the deceased or any order signed by a court of competent jurisdiction.

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12. The Sexton, and those employees of the City designated by the Sexton, are the only persons who will be permitted to open graves with the following exceptions:

- a. When the Cemetery is directed to make a disinterment by order of a court of competent jurisdiction and a certified copy of such order has been filed with the Cemetery Office.
- b. When the coroner directs the disinterment for the purpose of holding an inquest and has filed with the Cemetery Office their, signed authorization to release the body to themselves, and their, lawful agents. In such case, the disinterment must be made by the coroner or, lawful agents. City employees will not be permitted to assist the coroner or, agents.

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13. The City will not be liable for the identity of the person to be interred.

14. The City Council, with the advice of the Sexton, may designate a portion of the Cemetery for the burial of indigents. A burial of an indigent in the Cemetery must be approved and administered by current policy as set forth by Davis County in conjunction with local funeral directors prior to interment.

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15. Burial Right Certificate holders shall not allow interments in their plots or lots in return for remuneration of any kind.

16. Persons responsible for the deceased will have full liability for the remains of the deceased when it enters the grounds of the Cemetery and will have complete charge of those remains and will cause the deceased to be lowered into the grave site. After this has been accomplished, the Sexton or their, representative will take charge of the remains and will proceed thenceforth with the closing of the grave.

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17. The Sexton or their, representative has the perpetual right of ingress and egress over any part of the Cemetery burial plat areas and shall use reasonable care in protecting all existing turf, markers, monuments, grave flowers, grave decorations, trees or existing shrubbery in order to cause the opening and closing of graves with the required vehicles, equipment, tools and personnel.

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18. Saturday services will be charged an additional fee as set forth by resolution of the City Council in addition to the standard interment fee.
19. Plat D, Section 5, of the Cemetery is designated for the burial of infants and urns and such burials are subject to the following regulations:
 - a. All burials therein must be in concrete vaults as required elsewhere in the Cemetery.
 - b. All grave markers therein must not extend above the level of the ground.
 - c. In the event of disinterment, the right to burial reverts to the City and the value will be applied to re-interment, if in the Kaysville City Cemetery.

12-3-6 Disinterments

1. No person shall disinter any human remains in the Cemetery, except under the direction of the Sexton. All disinterments shall comply with applicable State law.
2. The Order for Disinterment shall include the name of the deceased, when and where born, when and where the place of death occurred, together with the name of parents and spouse, also the date of burial, as well as the name of the cemetery, with the initial letter of the plat, as well as the number of block, lot and burial plot number, and the place of destination if disinterred and transferred beyond the environs of the Cemetery.
3. If the disinterment is to be transported outside the environs of the Cemetery, the Cemetery Office shall require a written Order For Disinterment together with a Burial Transit Permit from the Davis County Department of Health to be executed by the certificate holder or his heirs authorizing such removal at least one (1) week prior to the day of the disinterment.
4. The City assumes no responsibility whatsoever for the condition of any casket or vault involved in any removal.
5. It shall be unlawful for any person to remove the body of a person who has died of a contagious disease within two (2) years from the date of burial unless the body has been buried in a hermetically sealed coffin, or vault, and is found to be so encased at the time of removal.
6. Fees for disinterments will be charged according to the work involved, with a base fee established by the City Council.
7. The Cemetery reserves, and shall have the right to correct any errors that may be made by it either in making interments, disinterments or removals, or the description, transfer or conveyance of any interment property, either by cancelling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or as may be selected by the Cemetery office, or, in the sole discretion of the Cemetery office,

by refunding the amount of money paid on account of said purchase. In the event such error shall involve the disinterment of the remains of any person in such property, the Cemetery reserves, and shall have the right to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.

8. In the event of disinterment, the right to burial of said plot(s) reverts to the City and the value at time of purchase will be applied to re-interment, if in the Kaysville City Cemetery.

12-3-7 Sale Of Burial Rights

1. The [Cemetery Sexton](#), and such other persons as the City Recorder may designate, are hereby authorized to sell the use of burial spaces in the Cemetery for interment purposes only and to collect all sums arising from such sale. The [Cemetery Sexton](#) shall not sell the use of more than two (2) burial spaces to persons of the same household unless there is immediate need for use of more. ~~Residents of Kaysville City may purchase burial rights pre-need.~~ [Residents](#) of Kaysville City may purchase burial rights only at-need. The [Cemetery Sexton](#) shall keep a complete record of all sales, which record shall describe the location of the burial spaces purchased and the price paid therefor. The purchaser shall receive a receipt describing each right of use so purchased, together with the amount paid and the balance, if any. The [Cemetery Sexton](#) shall retain a duplicate copy in the Cemetery receipt book.
2. The City Council may establish by resolution the burial right fee for all Cemetery spaces or parts thereof. Payments made pursuant to this Section shall not be construed to be payment for any Cemetery services.
3. It shall be unlawful for any person to bury the remains of a deceased person in the Cemetery without first paying in advance, and before the opening of the space to be occupied, the full cost for use of said space.
4. Burial rights to any space shall not be sold, transferred, conveyed, or assigned by the purchaser or certificate holder except to the City or to direct heirs. A resident may transfer burial rights to a nonresident heir if the purchase of that right is accomplished prior to the time of death, and the burial right certificate is in their possession.
5. Whenever spaces are transferred, or revert to the City, or become vested in the municipality for any reason, the original Certificate shall be cancelled, and the record shall be so changed before new Certificates are issued. A transfer fee as set forth from time to time by resolution of the City Council shall be paid to the [Cemetery Office](#) for such transaction.
6. In the event the Sexton or any party desires to exchange one space inside the Cemetery for another space they may do so by informing the [Cemetery Office](#) of their desire and paying for the Certificate Transfer Fee.

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7. The right to enlarge, reduce, re-plat or change the boundaries or grading of the Cemetery or a section or sections, from time to time, including the right to modify or change the locations of or remove or regrade roads, drives, or walks, or any part thereof is hereby reserved. The right to lay, maintain, operate, alter or change pipelines for sprinkling systems, drainage, etcetera, is also expressly reserved, as well as is the right to use Cemetery property not sold to individual burial right owners or plots reclaimed for Cemetery purposes, including interment of the dead, or for anything necessary, incidental or convenient thereto.

12-3-8 Reclamation

The City may reclaim any unused burial site which has been unused for burial purposes for more than sixty (60) years. The City Council by virtue of its adoption of this provision, authorizes and mandates the Sexton to reclaim any such site(s). Prior to reclaiming any lot or portion thereof, proper notification procedures, as provided by law, will be followed. The City Council reserves the right to amend the notification procedure as to extend the process of said procedure. Descendants or other heirs shall have preference over non-heirs or non-descendants in purchasing a Burial Right on the lots or portions thereof being reclaimed. The cost of the burial right(s) will be at current purchase price.

12-3-9 Perpetual Care

1. There is hereby established a Cemetery Perpetual Care Nonexpendable Trust Fund. There shall be deposited in the Fund the portion of the Cemetery fees as established from time to time by Resolution of the City Council. The annual interest income from the Fund shall be used to assist in the care, maintenance and operation of the Cemetery.
2. Perpetual care shall be deemed to include general grounds maintenance, but shall not include repairing or replacing monuments of any nature, except when the need for repair or replacement is directly caused by the City.

12-3-10 Capital Improvement Fund

There is hereby established a Capital Improvement Fund for future expansion of new burial sites and portions thereof and construction of fixtures as deemed necessary in the Cemetery. There shall be deposited in the fund the portion of the burial right fees as established from time to time by Resolution of the City Council. The sum total of these monies deposited and interest accrued thereon shall be used solely for the purposes of capital improvement or expansion of the Cemetery.

12-3-11 Monuments And Markers

1. The certificate holders for spaces or relatives of the deceased person(s) buried in the Cemetery may not install or remove, or cause the installation or removal, of any type of marker or monument on any grave space(s) without first obtaining the approval of the Sexton.
2. Grave markers shall either be flush with the ground or between twelve inches

(12") and three feet (36") in height.

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3. Grave markers shall have and be set in a finished, grass-level cement base or apron (commonly known as a mow strip) extending outward from the outer perimeters of the stone or metal grave markers for at least six inches (6"), so that the lawn may be cut conveniently without contact to the headstone or marker.

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4. The combined length (extending north/south) of the mow strip and grave marker shall not be longer than the width of the burial plot(s) the rights to which are owned by the monument owner.

5. The combined width (extending east/west) of the mow strip and grave marker shall not exceed thirty-two (32") of the burial plot (s) owned by the monument owner.

6. The inscription with the name(s) of the deceased on all grave markers in the Cemetery shall be so inscribed on the stone or metal marker facing west so that a person may be able to read it when facing the east.

7. The installation of all grave markers or monuments will be under the supervision of the Sexton. A notice to the Cemetery Office by the monument company or responsible party must be made at least twenty four (24) hours prior to the installation.

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8. All grave markers and monuments shall be set with the outside west edge of the burial space on the marker placement line as established by the Sexton or the designee.

9. Failure to comply with the above regulations for grave markers and monuments will justify the City in refusing the placement of said markers or monuments. Any and all costs involved with altering said markers in order to comply with the above regulations will be borne by those having ordered said markers.

10. All headstones being placed in the area designated as Plat D, Section 5 and Plat E, Section 5, Plat G Lots 114, 121, 128, 135, 142, 149, 156, 163, 170, 177, 184, 191, 198, 205, 212, and 219, Plat I shall be restricted to markers that do not extend above the level of the ground.

11. Before any marker or monument may be placed on any plot(s), the full purchase price for use of said plot(s) must be paid in full whether or not the plot(s) are occupied with human remains.

12. When the need arises to move from its location either a marker or monument in order to inter human remains, a fee will be assessed on the Interment Order in addition to the interment fees. This fee will be governed and set forth by the City Council and may change from time to time as the City Council may deem necessary. The monies collected will be designated part of the operating budget of the Cemetery.

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14. When an adult burial plot is divided, the east half shall be restricted to markers

that do not extend above the level of the ground.

15. All monuments and markers installed shall comply with the following:

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a. Maximum headstone dimensions for flat markers: 32" width for a single stone (including 6" mowstrips) 40" length for a single stone (including 6" mowstrips) 32" width for a double stone (including 6" mowstrips) 80" length for a double stone (including 6" mowstrips).

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b. Maximum headstone dimensions for upright monuments: 32" width for a single stone (including 6" mowstrips) 40" length for a single stone (including 6" mowstrips) No less than 12" nor more than 36" height for a single stone, 32" width for a double stone (including 6" mowstrips) 80" length for a double stone (including 6" mowstrips) No less than 12" nor more than 36" height for a double stone.

c. All monuments and markers shall have no less than six inch (6") concrete or stone mowstrips around the perimeter (meaning all sides) of the headstone. Mowstrips must be solid and contiguous in an unbroken sequence.

d. All monuments and markers shall be inspected for compliance on the date the headstone is to be installed and a permit issued before installation is permitted in the Cemetery. The installer shall notify the City twenty-four hours prior to installation and schedule the time for inspection, payment of the fee and issuing the permit at [425 E Crestwood Road](#), Kaysville. Permits will only be issued on Monday through Friday, except for holidays, between 8:30 a.m. and 2:30 p.m. If the headstone does not comply in any way, it will not be permitted and the City will not bear any cost to make it comply.

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e. The City Council may establish by resolution, from time to time, the installation permit fee and the fine for installing a headstone without first obtaining the required permit.

f. Headstone setting is at the discretion of the Sexton or designee during inclement weather.

16. The Cemetery and City accept no responsibility for loss or damage to any monument or marker unless such loss or damage is a direct result of negligence on the part of the City.

12-3-12 Decoration Of Graves

1. Fresh cut flowers are permitted any time if placed in a permanent vase located either on the monument (upright headstone) or in the mow strip (the cement or granite border) and may be removed and discarded without notice when they

become unsightly at the discretion of the Sexton.

2. Artificial flowers(dried, plastic, or silk) and decorations, including but not limited to balloons, craft items, figurines, flags, pinwheels, potted live plants, shepherd hooks and solar lights are not permitted during the mowing season which is from April 1 to the fourth, Monday in November, with the following exceptions:

- a. Easter, Mother's Day, Memorial Day, Father's Day, Independence Day, Pioneer Day and Halloween.

- b. Artificial flowers in a permanent fixture on the raised portion of a monument (upright headstone).

3. Funeral flowers, floral pieces, and decorations may be removed and discarded without notice when they become unsightly at the discretion of the Sexton.
4. During the mowing season, any item(s) placed on the mow strip, or on the lawn, may be removed and discarded without notice.

5. All holiday decorations may be removed and discarded without notice seven (7) days after the holiday.

6. A general cleanup may be done on:

- a. The first Monday and Tuesday of each month with the exception of December.

- b. The Monday following Memorial Day (all flowers and grave decorations may be removed and discarded).

- c.

7. The cemetery claims no responsibility or liability, nor will accept any claims against it, for loss or destruction of personal property left in the cemetery, and disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, explosions, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

12-3-13 Cemetery Hours

Cemetery hours are 6:00 a.m. to 11:00 p.m.

A person's presence within the bounds of the cemetery during any other hours shall constitute trespassing.

12-3-14 Traffic And Safety Regulations

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1. It shall be unlawful for any person to drive at a speed greater than fifteen (15) miles per hour in the Cemetery.
2. It shall be unlawful to drive or park any vehicle over or across any lawn area or lot within the confines of the Cemetery.
3. Only vehicles and equipment that have been approved by the Sexton, or his representative, may traverse any lawn area.
4. Because Cemetery ground is devoted to interment and repose of the dead, strict observance of decorum due such a place shall be required of all persons.
5. It is of the utmost importance that there should be strict observance of the proprieties in the Cemetery. Hence, all persons within the Cemetery should avoid conduct unbecoming a sacred place.
6.
 - a. No loud, boisterous or turbulent noise of any kind which is deemed undesirable or interferes with the decorum of the Cemetery, or which is marked by intensity or volume of sound, will be permitted within the environs of the Cemetery.
 - b. No alcoholic beverages of any kind will be permitted within the environs of the Cemetery.
 - c. No idling or loafing on the grounds or in any of the buildings will be permitted within the environs of the Cemetery.
 - d. Peddling or soliciting the sale of any commodity within the Cemetery will not be permitted.
 - e. Placing of signs or notices of advertisements of any kind within the Cemetery will not be permitted.
 - f. Bringing firearms into the Cemetery except by a military escort accompanying a Veteran's funeral or attending memorial services will not be permitted within the environs of the Cemetery.
 - g. Electronic gaming that interferes with the sacred nature of Cemetery burials and those grieving will not be permitted.

12-3-15 Defacement Or Littering Of Cemetery

1. It is unlawful for any person to injure, molest, deface, or otherwise damage, or remove any headstone from its foundation, curbing, urn, monument, tree, shrub, flowers, funeral flowers, floral pieces, vases and containers, or any other property in the Cemetery. This Section shall not apply to the Sexton or employees of the department who are performing their assigned work. This Section shall not apply to any person who is removing flowers, vases or containers which such person has placed upon a Cemetery burial plot(s) or lot.

2. It is unlawful for any person to throw or deposit in any part of the Cemetery the carcass of any dead animals, meat, fish, rubbish, refuse, filth, trash, garbage, building materials, or any like substance, or any object or substance that detracts from the beauty of said Cemetery.
3. Any person(s) convicted of the above actions will be responsible for payment of the cost and expenses involved to restore the property to its original state.

12-3-16 Animals In Cemetery

It shall be unlawful for any person to take any animal into the Cemetery or permit any animal owned or in the custody of such person to enter the Cemetery, except an animal kept in the confines of a vehicle will be allowed only if such animal is retained within the confines of said vehicle, while the vehicle remains in the Cemetery.

12-3-17 Erecting Of Fences, Or Copings, Or Planting Of Trees, Hedges, Etc., Prohibited

No person(s) shall erect a fence, coping, or corner post, or plant trees, flowers, shrubbery, hedge, or other boundary marker or obstruction upon any burial plot(s) or lot, nor grade the ground thereof. Any such obstructions in the Cemetery shall be removed under the direction of the Sexton. Nothing in this Section shall prohibit the planting and maintaining of trees, shrubs, flowers, bushes, fences and other installations by the Sexton in his official capacity.

12-3-18 Fees And Charges

The City Council shall establish fees and charges for the care, use, operation, and maintenance of the Cemetery from time to time by resolution.

Chapter 4 Shade Trees

12-4-1 City Forester

12-4-2 Planting Regulations

12-4-3 Removal Of Trees

12-4-4 Willful Injury To Trees

12-4-5 Shade Tree Districts

12-4-1 City Forester

There is hereby created the position of City Forester. The Parks and Recreation Director Superintendent may designate a shall be the City Forester. The City Forester shall be responsible for administering the provisions of this Chapter and the policies and recommendations of the City Council. The City Forester shall have jurisdiction and supervision of all trees and plants planted or growing in public streets or places within the City to insure safety or to preserve the beauty of such public places. It shall be his duty to have trees and other plants in public streets and on public property planted, trimmed, sprayed, preserved, and removed.

12-4-2 Planting Regulations

The City Forester shall prepare Arboricultural Regulations containing a list of approved species of trees which may be planted on public streets within the City, a list of approved shrubs and ground covers, and standards for the planting of trees and shrubs upon public streets and property. Upon approval of such regulations by the City Council, no trees or shrubs other than the kinds designated, and in accordance with the regulations,

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shall be planted on any public street or public place unless written consent of the City Forester is obtained.

12-4-3 Removal Of Trees

The City, through its City Forester, shall condemn and remove or order the removal of any tree, tree stump, shrub, or plant upon any of the public streets or on public property within this City where the same is dead, diseased, or for any reason whatsoever is deemed undesirable by the City Council. The City, through its City Forester, shall have authority to condemn and remove, or order to be removed, any tree, tree stump, shrub, or plant upon private property when the City Council shall find such action necessary to the public safety or to prevent the spread of disease or insects, and shall have the authority, after exercising due diligence to notify abutting property owners, to remove or order the removal of any tree, shrub, or plant which has been planted upon any public street or on any public property in violation of this Chapter or any other Ordinance. The City Inspector and the City Forester shall have the authority to report any violations of this Chapter to the City Council for its action.

12-4-4 Willful Injury To Trees

No person shall willfully injure or destroy any tree on public streets, public parks, or other public property of the City by any means including, but not limited to, the following:

1. Constructing a concrete, asphalt, brick, or gravel sidewalk or otherwise filling up the ground area around any tree so as to shut off air or water from the roots, except under written authority from the City Forester.
2. Piling building material, equipment, or other substance around any tree so as to cause injury.
3. Pouring any injurious matter on or around any tree or on the ground around it or on any lawn or sidewalk.
4. Injuring any tree, tree stake, or guard with any vehicle or animal, or in any other manner causing injury to any tree or lawn or public property.

12-4-5 Shade Tree Districts

The City may by resolution of the City Council create shade tree districts in the City. Resolutions creating shade tree districts shall be adopted by the City Council and shall designate the boundaries of the shade tree district, the general purpose for which the district is created, and the services to be provided by the City with respect to trees within the district. Shade tree districts shall be managed under the supervision of the City Forester, under the supervision of the City Council and in accordance with the resolution creating such district.

Nothing in this Section or any resolution adopted pursuant to the terms and provisions hereof shall relieve any property owner or occupant of property within any such district, adjacent property owner or occupant, or any other person or entity from any duty or responsibility under law, custom, or practice with respect to the care and maintenance of

their property and adjacent City sidewalks and rights of way.

Chapter 5 Parks And Recreation Advisory Board

[12-5-1 Board, Membership](#)

[12-5-2 Term Of Office](#)

[12-5-3 Mode Of Appointment](#)

[12-5-4 Removal Of Members](#)

[12-5-5 Rules](#)

[12-5-6 Scope And Function](#)

[12-5-7 Duties](#)

[12-5-8 Salary](#)

HISTORY

Adopted by Ord. [20-01-02](#) on 1/23/2020

12-5-1 Board, Membership

There is hereby established the "Kaysville Parks and Recreation Advisory Board." It shall be composed of seven (7) members, all of whom shall reside in the City for at least one year prior to their appointment and be residents of the City. Appointments shall be made by the Mayor with the advice and consent of the City Council.

HISTORY

Adopted by Ord. [20-01-02](#) on 1/23/2020

12-5-2 Term Of Office

Each appointed member shall serve a staggered term of four (4) years except upon creation of this board three (3) members shall serve an initial term of two (2) years, except that term of the member who is likewise a member of the City Council shall be as determined by the Mayor with the advice and consent of the City Council.

HISTORY

Adopted by Ord. [20-01-02](#) on 1/23/2020

12-5-3 Mode Of Appointment

The members of the Parks and Recreation Advisory Board shall be residents of the city and solely on the basis of qualification for the position. Appointments to fill vacancies shall be made at any time to fill the unexpired terms of any member. Appointments shall be nonpolitical, and appointees shall be selected from different vocational interests insofar as possible.

HISTORY

Adopted by Ord. [20-01-02](#) on 1/23/2020

12-5-4 Removal Of Members

Any member of the Parks and Recreation Advisory Board may be removed, with or without cause, by the Mayor with the advice and consent of the City Council. A member shall be removed for failure to attend three (3) consecutive board meetings.

HISTORY

Adopted by Ord. [20-01-02](#) on 1/23/2020

12-5-5 Rules

The Parks and Recreation Advisory Board shall formulate its own rules for selection of a chairman, vice chairman and secretary from its membership, the time, place and manner of calling the meetings and other procedural matters, and may adopt rules and regulations for the conduct of its business consistent with City Code. The Parks and Recreation Advisory Board should meet as often as necessary to conduct necessary business. Provided that there shall be at least one meeting each quarter. Written minutes shall be kept of each meeting and the minutes shall be adopted by the Board at a future Board meeting.

Chairman and Vice Chairman; Conduct of Meetings; The Parks and Recreation Advisory Board will appoint from among the Advisory Board members a chairman and vice chairman of the board. The chairman and vice chairman shall serve in such capacity for the length of two years. The chairman shall preside over the meetings of the Advisory Board, and the vice chairman shall act for the chairman during the chairman's absence. All members of the Advisory Board shall attend such meetings. No action shall be taken by the board except by the affirmative vote of at least (3) Advisory Board Members. Three (3) Advisory Board members shall constitute a quorum.

HISTORY

Adopted by Ord. [20-01-02](#) on 1/23/2020

12-5-6 Scope And Function

The Parks and Recreation Advisory Board shall function as a planning, advisory, and coordinating body for the City in matters pertaining to parks and recreation plans and programs. Their efforts will be fully coordinated with the Parks and Recreation Department and all actions or proposed actions will be submitted through the City staff and will receive approval of the City Council prior to implementation. The Board is not empowered to bind or obligate the City or any of its departments, except as approved by the City Council, within the framework of approved plans or programs.

HISTORY

Adopted by Ord. [20-01-02](#) on 1/23/2020

12-5-7 Duties

It shall be the duty of the Parks and Recreation Advisory Board to submit to the City a master parks and recreational plan. The Parks and Recreation Advisory Board is to coordinate its efforts with the Kaysville City Planning Commission to assure correlation

of effort. Coordination shall also be assured with appropriate City staff and affected departments. The Parks and Recreation Advisory Board may include as an integral part of its program and fund raising activities to finance such programs, the use of volunteers, etc., providing prior approvals required in Section 12-5-6 are obtained. The Board shall submit to the City an annual outline of goals and activities it intends to undertake. The normal and ongoing programs of the Parks and Recreation Department will not necessarily be included in the plan as they are defined and supported by the Parks and Recreation Department in their budget submissions.

HISTORY

Adopted by Ord. [20-01-02](#) on 1/23/2020

12-5-8 Salary

Each member of the Parks and Recreation Advisory Board shall receive compensation as fixed by resolution of the City Council.

HISTORY

Adopted by Ord. [20-01-02](#) on 1/23/2020