



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on **Thursday, September 3, 2026**, 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 live on YouTube, and the link to the meeting will be posted on www.KaysvilleLive.com.

Public comments during the meeting will be accepted only during Action Items, public hearings, and the Call to the Public portion of the meeting. The number of speakers for each item will be limited, and each speaker will be limited to three (3) minutes. **Individuals wishing to speak must sign up in person before the meeting begins.**

Comments may also be submitted to the City Council via email at publiccomment@kaysville.gov; however, emailed comments will not be read aloud during 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.

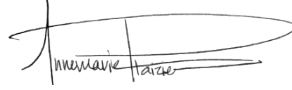
CITY COUNCIL MEETING – 7:00 PM

The agenda shall be as follows:

- 1) OPENING
 - a) Presented by Mayor Tami Tran
- 2) CALL TO THE PUBLIC (3 MINUTE LIMIT; MUST SIGN UP IN PERSON BEFORE THE MEETING BEGINS)
- 3) PRESENTATIONS AND AWARDS
 - a) Proclamation Recognizing September 17–23, 2026, as Constitution Week
 - b) Davis Links Presentation by Marcie Clark, Davis County Health Department
 - c) Davis Technical College Master Plan Presentation by Jeff Lund, DTC Vice President
- 4) DECLARATION OF ANY CONFLICTS OF INTEREST
- 5) CONSENT ITEMS
 - a) Approval of a Contract Extension with Robinson Waste
- 6) ACTION ITEMS
 - a) Ordinances Amending Various Sections of the Kaysville City Code Regarding the Planning Commission, Appeals, and Technical Changes to Comply with State Legislative Changes from the 2026 General Session
- 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 September 1, 2026.

A handwritten signature in black ink, appearing to read "Annemarie Plaizier", with a large, sweeping horizontal stroke extending to the right.

Annemarie Plaizier
City Recorder

PROCLAMATION
Constitution Week
September 17–23, 2026

WHEREAS, the Constitution of the United States of America, signed on September 17, 1787, established the framework of our federal government, and the Constitution and its amendments continue to safeguard the rights and liberties of the American people; and

WHEREAS, September 17, 2026, marks the 239th anniversary of the signing of the Constitution and provides an opportunity to reflect upon the wisdom, vision, and enduring principles embodied in this historic document; and

WHEREAS, as our nation commemorates **America’s 250th anniversary in 2026**, we honor the ideals expressed at our nation’s founding and recognize the Constitution’s vital role in shaping and sustaining the system of self-government that followed; and

WHEREAS, Constitution Week provides an opportunity for citizens to learn more about the Constitution, reflect upon the freedoms it protects, and recognize the responsibilities that accompany citizenship in our Republic; and

WHEREAS, federal law calls for the annual observance of September 17 through 23 as Constitution Week, encouraging Americans to commemorate the signing of the Constitution and deepen their understanding of this foundational document;

NOW, THEREFORE, I, Tamara Tran, Mayor of Kaysville City, Utah, along with the Kaysville City Council, do hereby proclaim September 17 through 23, 2026, as

CONSTITUTION WEEK

in Kaysville City and encourage all residents to join in commemorating the 239th anniversary of the United States Constitution and, as we celebrate America’s 250th anniversary, to reflect upon our nation’s founding principles, study the Constitution, and appreciate the rights, freedoms, and responsibilities of citizenship.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Kaysville City to be affixed this 3rd day of September 2026.

Tamara Tran, Mayor
Kaysville City



CITY COUNCIL STAFF REPORT



COUNCIL MEETING DATE: September 3, 2026

TYPE OF ITEM: Consent Item

PRESENTED BY: Jaysen Christensen, City Manager

SUBJECT/AGENDA TITLE: Approval of Contract Extension with Robinson Waste

EXECUTIVE SUMMARY:

The City recently extended the trash collection contract with Robinson Waste for an additional year (through June 30, 2027) with the intention of putting the contract out for bid for service beyond that date. Robinson has since been acquired by Republic Services, which is the second largest trash hauler in the country after Waste Management. Nothing will change with the current contract extension through June 2027. The same Robinson trucks and drivers will continue to collect trash and recycling on the same days as everyone is used to, and the City will pay the same rates.

Robinson/Republic has now proposed a 5-year rate lock (subject to the standard CPI-based inflationary increases) starting July 1, 2027. Based on the rate comparison chart below, Kaysville has the lowest rate in Davis County, so a rate lock appears attractive. The City could still proceed with bidding out the contract for services beyond June 30, 2027; however, Republic has indicated it would likely increase rates if the City goes to bid. Whether this would actually happen remains to be seen, but given Kaysville's low rate relative to the other cities in Davis County, the City may also not have a lot to gain by going to bid.

In summary, the proposed amendment would extend the contract with Robinson/Republic for an additional five years (effective July 1, 2027 through June 30, 2032). As the City has agreed to with Robinson in previous years, Republic's annual inflationary increases would be equal to the most recently available trailing 12 months' average Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics.

City	GRAMA Price	Waste & Recycling Hauler	MSW 1st Can	MSW 2nd Can	REC 1st Can	REC 2nd Can	Green Waste
Farmington	N/A	Robinson	\$ 6.02	\$ 3.00	\$ 3.24	\$ 3.24	\$ 4.03
Syracuse	N/A	Robinson	\$ 5.34	\$ 1.97	\$ 3.55	\$ 3.55	\$ 5.21
Clearfield	Yes	Waste Management	\$ 6.79	\$ 3.64	\$ 7.11	\$ 7.11	
Fruit Heights	N/A	Robinson	\$ 6.89	\$ 3.98	\$ 3.14	\$ 3.14	\$ 4.71
Clinton	N/A	Robinson	\$ 5.99	\$ 1.84	N/A	N/A	N/A
Kaysville	N/A	Robinson	\$ 5.30	\$ 2.36	\$ 3.16	\$ 3.16	\$ 4.49
Layton	Yes	Waste Management	\$ 7.25	\$ 4.22	\$ 7.92	\$ 7.92	N/A
North Salt Lake	Estimated 2020	Ace Disposal	\$ 6.53	\$ 3.45	\$ 4.01	\$ 4.01	N/A
West Bountiful	Estimated 2023	Ace Disposal	\$ 5.77	\$ 3.44	\$ 4.61	\$ 4.61	N/A

Council Options: Approve, Deny, Table for more information

Recommended Options: Approve

Fiscal impact & Fund Source for Recommended Action:

Attachments:

1. Robinson-Kaysville DRAFT Amendment to 2026 Agreement
2. Robinson-Kaysville 2026 Agreement

KAYSVILLE CITY AMENDMENT TO WASTE COLLECTION AGREEMENT

THIS AMENDMENT TO WASTE COLLECTION AGREEMENT (the “Amendment”) is entered into effective as of July __, 2026 by and between Robinson Waste Services, LLC (“Contractor”) and the Kaysville City, Utah (“City”). Individually referred to as a “Party” and collectively referred to as the “Parties.”

A. The Parties entered into that certain Waste Collection Agreement effective July 1, 2026 pursuant to which Contractor provides waste collection services to City.

B. The Parties desire to extend the Agreement and make certain changes as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree that the Agreement is amended as follows:

1. Term. Section 6. The Parties agree to extend the Term of the Agreement for five (5) additional years now ending June 30, 2032.

2. Rate Increases. Section 6(A). The Parties agree to add the following paragraph to this Section regarding annual rate increases.

Effective July 1, 2027, all rates for the services performed hereunder shall be increased in an amount equal to the most recently available trailing 12 months’ average Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics. The City shall grant the increase annually, if the increase in the CPI is five percent (5%) or less from the previous year. If the CPI increase is greater than five percent (5%) due to “Extraordinary circumstances” the Contractor and the City agree that the terms and rates of this Agreement shall be renegotiated.

Extraordinary Circumstances. If disruptions in the supply chain for critical materials and equipment, labor shortages, acts of God, or dramatic changes to cost of labor, maintenance, fuel, equipment (including trucks and containers) occur, these shall be discussed and rate adjustments made as needed. These unforeseen and extraordinary market conditions will be presented to City, and City shall not unreasonably withhold approval of such rate adjustments.

The Parties acknowledge that fuel costs continue to be a significant factor in residential collection rates. Fuel adjustments shall continue to be applied in accordance with the requirements of Section 5. Terms B. Fuel Protection of the 2026 Waste Collection Agreement. The Parties further agree that the fuel adjustment provisions set forth in Section Agreement remain unchanged by this Amendment and are independent of, and not subject to, the annual price escalator established herein.

3. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

4. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties’ signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the second date set forth below.

CITY

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

WASTE COLLECTION AGREEMENT

KAYSVILLE CITY CORPORATION, a municipal corporation at 23 East Center Street, Kaysville, Davis County, State of Utah, hereinafter referred to as “City”, and Robinson Waste Services, LLC, 2719 N. Fairfield Road, Layton, Davis County, State of Utah, hereinafter referred to as “Contractor”, hereby agree as follows:

RECITALS

I

The City is a municipal corporation of the State of Utah and provides waste removal services by agreement to the residents and inhabitants of the City.

II

The Contractor is in the business of collecting and removing garbage and waste, recyclable material and green waste hereinafter referred as “waste” for appropriate disposal.

III

The City has implemented an automated waste removal system using City provided refuse containers designed for automatic curbside collection.

IV

The City and the Contractor desire to enter into an agreement under the terms and provisions of which the Contractor will pick up and dispose of waste, recyclables and green waste placed at curbside in City provided containers by the residents and inhabitants of the City.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein and other good and valuable considerations, the parties do hereby agree as follows:

1. WASTE COLLECTON

- A. The contractor shall make at least weekly trash collection and bi-weekly; every other week recyclable collection and weekly green waste collection, (beginning the first full week of April through the last full week of November) at all residences within the City on a schedule and route mutually agreed to by the City and the Contactor
- B. Pickup shall be not less than once a week, for trash. once a week for green waste, once every other week for recycling, all on the same day of each week, starting at

5:00 am, except where special circumstances exist and the City has granted advanced permission to make pickups on a different day of the week or time of day.

- C. The service will include a collection from the Kaysville City Municipal Building located at 23 East Center Street, Kaysville, Utah and all other City owned properties to be designated in writing from the City to Contractor.
- D. Service shall also include a Spring clean-up and annual Christmas tree pickup as hereinafter described.
- E. Contractor shall provide special assistance to elderly and handicapped residents as hereinafter described.
- F. During the term of this Agreement, the Contractor is granted an exclusive right to collect all residential solid waste covered by this Agreement and generated within the City.

2. COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL ESTABLISHMENTS

Contractor may deal directly with business, commercial, industrial and institutional establishments on the same basis as other commercial waste contractors, and all sums collected by the Contractor from such entities shall be paid directly to the Contractor as compensation for servicing such entities and Contractor shall not be required to account to the City for such accounts.

3. CLEAN AND WORKMANLIKE MANNER

Contractor agrees that waste pickup provided in this Agreement shall be done by Contractor in a clean and workmanlike manner and with as little inconvenience as possible to the inhabitants of the City.

Any waste spilled, dropped or scattered in any manner by the Contractor or its employees or agents thereof shall be gathered or picked up immediately by the Contractor and not allowed to remain in the street. If waste is missed at any collection stop through no fault of the occupant, the Contractor agrees to return to the collection stop and make a collection as requested to do so by the City. Contractor agrees that all collection under this Agreement shall be done in accordance with the ordinances, rules and regulations of the City and the State of Utah, to the satisfaction of the City.

4. CONTAINER LOCATION AND CARE

- A. Waste put out for collection will be placed on the curb line or within two feet of the pavement where no curb exists.
- B. The containers shall be designed specifically for automated collection, and Contractor shall not be obligated or required to collect waste in any other form, or from any other type or size container.
- C. The Contractor shall use care in handling such containers to ensure that they are not damaged during the collection process.
- D. The containers provided for herein shall be furnished by the City at no cost or expense to the Contractor, except in the case of damage to such containers through negligence on the part of the Contractor.

5. TERMS

- 6. The term of this Agreement shall be for a period commencing July 1, 2026, and ending June 30, 2027. **PAYMENT**

- A. As consideration for the faithful performance of the Contractor's obligations hereunder, the City agrees to the following services rates:

First Trash Can:	\$5.06
Second Waste Cart:	\$2.25
First Recycle Can:	\$3.02
Additional Recycle can:	\$3.02
First Green Waste can:	\$4.28
Additional Green Waste Can:	\$4.28

- B. Fuel Protection. The parties acknowledge that fuel costs are a significant factor in the residential collection rates. Therefore, the compensation payable to the Contractor shall be subject to a fuel surcharge adjusted monthly beginning with the August 1st invoice and each month thereafter. The calculation shall be tied to the prior month's average of the Highway Diesel Price Index published by the U.S. Office of Energy Statistics' weekly retail on-highway diesel prices for the Rocky Mountain Region (PADD 4). The parties agree that a base fuel price for the purpose of establishing the current solid waste collection rate, set forth above, is \$3.25 per gallon. Any changes in diesel fuel prices, either up or down, would then impact the monthly residential

rate, if and only if, the prior month's average exceeds \$3.25 per gallon or goes below \$2.75 per gallon. The rate will be adjusted up by \$0.025 for every \$0.10 per gallon above \$3.25 per gallon and down by \$0.025 for every \$0.10 per gallon below \$2.75 per gallon.

- C. Payment for services provided for herein shall be made by the City on or before the 15th day of each month for services rendered during the prior calendar month.

7. CLAIMS AND INSURANCE

- A. It is understood and agreed that the Contractor performs the services covered by this Agreement as an independent contractor and not as an employee or agent of the City. The purpose of this Agreement is to secure, for the City the collection of waste within the City as more fully described in Section 1(A) of this Agreement, in a clean orderly and workmanlike manner. Subject to the terms herein, Contractor shall perform and carry out the responsibilities of this Agreement in its discretion and without interference to or direction from the City.
- B. The Contractor shall indemnify and hold harmless, the City and its officers, agents, servants, and employees from claims, damages, costs, expenses, and attorney's fees incident to any work done in the performance of this Agreement or by or in consequence of any negligence or act or omission of the Contractor or its employees, agents or subcontractors in fulfilling this contract except to the extent the claims, damages, costs or expenses result from the negligence of the City. The Contractor shall also obtain and maintain in effect during the term of this Agreement vehicle liability insurance, together with a comprehensive general liability policy covering its operations pertaining to the City, both with liability limits not less than \$2,000,000 per occurrence and an aggregate of \$4,000,000, naming the City as an additional insured. Certificates of insurance shall be filed with the City before work is commenced by the Contractor. The Contractor shall maintain in force sufficient Workers Compensation Insurance on all employees, in accordance with the requirements of Title 35, Chapter 1, Utah Code Annotated, 1953, and amendments thereto.
- C. The Contractor shall obtain and present to the City as stated above, insurance to be in effect or furnish as a condition precedent to the commencement of the effective date of this Agreement, which coverage must remain in effect for the duration of this Agreement or any extension thereof. Failure to maintain continuous coverage as stated herein shall give the City the option to terminate this Agreement without obligation to the Contractor.

8. EQUIPMENT AND LABOR

Contractor shall furnish all of its own labor, material and equipment of any kind and description necessary for the performance of the obligations of this Agreement.

9. VEHICLE DUMPING

All vehicles used by the Contractor shall be sanitary and of leak resistant construction and shall not be overloaded so as to create the likelihood of spilling or dropping waste. All vehicles shall be in safe operable condition and shall conform to all applicable Federal, State and local safety requirements.

Contractor shall deliver all waste and green waste to Wasatch Integrated Waste Management District. The City will pay all tipping fees charged by Wasatch Integrated Waste Management District for general waste, recyclables and green waste delivered under the terms of this Agreement.

10. DEFINITION OF WASTE

- A. The term “waste” shall be construed to include, but not limited to, any organic refuse or waste, animal or vegetable matter (except body waste), cans, bottles, rubbish, wastepaper, refuse, rags, crockery, trash, cut up Christmas trees, and household non-hazardous refuse or debris of any description or kind. Hazardous waste of any quantity is not allowed.
- B. Material that may be damaging to equipment may not be picked up at the discretion of Contractor. In the event Contractor elects not to pick up material as described in this Section 10(A), Contractor shall document the date and location and provide said information to the City.
- C. All waste shall be placed in the containers described herein.

11. SPRING CLEANUP COLLECTION

- A. Contractor shall provide a spring cleanup service and agrees to pick up yard debris and dispose of such material at the Wasatch Integrated Waste Management District. Such materials shall include, but are not limited to hedge and shrub trimmings, limbs and branches no longer than four (4) feet and four (4) inches in diameter, leaves, weeds, grass clippings, wastepaper, household scrap wood and metal. Yard debris shall be placed in plastic bags or tied in bundles not to exceed 48” in length, 18” in diameter and weigh less than 50 lbs. All material must be manageable by hand without the use of heavy equipment and placed so as to be accessed without entering a resident’s property. Such collection shall not include commercial construction

materials, discarded appliances, sod, soil, rocks, hazardous waste (such as motor oil, batteries, anti-freeze and all other toxic or poisonous materials). "Waste" as defined in paragraph 10 hereof is also specifically exclude and shall not be collected as part of the Spring clean-up collection.

- B. The Spring cleanup shall be performed and completed entirely within a period of two (2) consecutive weeks to be mutually agreed upon by the City and Contractor, during the Spring season.

12. CHRISTMAS TREE REMOVAL

The Contractor shall pickup from curbside all Christmas tress disposed of within the City and do so within the period of the first full week of January.

13. SUPERVISION BY CITY FINANCE DIRECTOR

All work, including points of collection, shall be carried out in accordance with the general directions of the City Finance Director or a designee of the City Finance Director; however, it is specifically understood and agreed that Contractor is performing all work as an independent contractor, as herein stated, and that the City is not entitled to specify in detail the manner or method by which Contractor shall perform the work provided for in connection with this Agreement, except to the extent stated herein.

14. ASSISTANCE TO ELDERLY AND HANDICAPPED

When directed by the City, the Contractor shall provide special assistance to elderly and handicapped residents in taking and returning refuse containers to the street. If the number of residents seeking assistance exceeds one percent (1%) of the total number of containers collected, Contractor and City shall negotiate payment for this additional service.

15. NON-ASSIGNMENT

Neither the duties nor benefits to Contractor under this Agreement shall be assignable by the Contractor without the prior written consent of the City, nor shall any attempt by Contractor to assign the same without the prior written consent of the City give the City the option to terminate this agreement without obligation to the Contractor or any third party.

16. PAYMENT OF CLAIMS BY CITY

The Contractor agrees to pay the City for any damages caused by Contractor to the City's waste containers that result from anything other than normal and reasonable wear and tear. Contractor agrees that in the event Contractor fails to pay any such claims, the City may deduct the same from the next payment due from the City to Contractor.

17. ABANDONMENT

In the event Contractor cannot fulfill the obligations as set forth herein, it shall be determined by the City that the Contractor has abandoned this Agreement and is in breach thereof.

18. TERMINATION

This Agreement can be terminated with the consent of both parties, or in the case one party substantially breaches this Agreement, the other party may terminate the Agreement. In such case, the party terminating this Agreement shall give ninety (90) days written notice by certified mail, whereupon the Agreement shall terminate at the expiration of ninety (90) days unless the default is remedied to the satisfaction of the defaulting party.

19. MODIFICATION

This Agreement may be modified by agreement of the parties, but only if such modification is in writing and executed with the made formalities as this original Agreement.

20. ATTORNEY FEES

In the event that suit is brought to enforce the terms of the Agreement, the defaulting party agrees to pay all damages or loses resulting from breach of Agreement caused by the defaulting party, together with reasonable attorney fees and court costs.

21. ENTIRE AGREEMENT CONTAINED IN AGREEMENT

This Agreement sets forth the entire agreement and understanding by and between the parties and supersedes all prior discussions or representations by either part, oral or written. No subsequent modification to this Agreement shall be deemed binding unless in writing and approved by both parties.

22. EFFECTIVE DATE

The effective date of this Agreement shall be July 1, 2026, notwithstanding the date of actual signing by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the _____ day of April, 2026.

ROBINSON WASTE SERVICES, LLC.
a Utah corporation

By: _____
C. Lance Allen
General Manager

KAYSVILLE CITY,
a Utah municipal corporation

By: _____
Jaysen Christensen
City Manager

CITY COUNCIL STAFF REPORT



MEETING DATE: September 3, 2026

TYPE OF ITEM: Action Item

PRESENTED BY: Nic Mills, City Attorney

SUBJECT/AGENDA TITLE: Ordinances Amending Various Sections of the Kaysville City Code Regarding the Planning Commission, Appeals, and Technical Changes to Comply with State Legislative Changes from the 2026 General Session

EXECUTIVE SUMMARY:

During the 2026 General Session, the Utah State Legislature adopted Senate Bill 284, requiring procedural updates to various sections of the Kaysville City Code. Senate Bill 284 amended Utah's municipal land use statutes by revising land use application procedures, creating a new process for certain land use applicants to bring an application before the city council without a recommendation from the planning commission, establishing requirements for the removal of planning commission members, and modifying the appeals process for land use decisions. The proposed amendments to Titles 17, 18, and 19 implement these changes, designate the city's administrative law judge as the appeals authority, and include technical changes to align the city's ordinances with the State of Utah's drafting standards manual.

Because some of these amendments affect land use regulations, those provisions were first reviewed and recommended for approval by the Planning Commission. The remaining amendments relating to the appeals authority did not require Planning Commission review and are therefore presented in a separate ordinance.

City Council Options:

Approve, Deny, Table for more information

Staff Recommendation:

Approve

Fiscal Impact:

Each appeal under the administrative law judge is expected to cost approximately \$300. We anticipate receiving a 1-2 appeals each year.

ATTACHMENTS:

1. Draft redline ordinance changes regarding zoning district amendment procedures, removal of a planning commissioner, and appealing land use decisions.
2. Draft redline ordinance changes regarding city appeals.

ORDINANCE 26-__-__

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CITY CODE INVOLVING THE CITY PLANNING COMMISSION; MAKING TECHNICAL CHANGES; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State Legislature made several amendments to land use statutes in the 2026 General Session; and

WHEREAS, city code requires amendments to come into compliance with state law; and

WHEREAS, city code also requires amendments to standardize appeals; and

WHEREAS, on July 9, 2026, the Kaysville City Planning Commission held a public hearing and voted unanimously to recommend approval of the proposed ordinance to the City Council; and

WHEREAS, the city council finds it to be in the best interest of its residents to amend city code to comply with state law.

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

SECTION I: Repealer. If any provisions of the city's code previously adopted are inconsistent herewith, they are hereby repealed.

SECTION II: Amendment. "17-1-9 Amendments" is hereby *amended* to read as follows:

17-1-9 – Amendments.

1. The ~~C~~city ~~C~~council may amend the number, shape, boundaries, or area of any zoning district; any regulation of or within the zoning district; or any other provisions of this ~~T~~title. Such amendments, including rezonings, are discretionary legislative actions, even if an application for amendment otherwise conforms to ordinance requirements.
2. Amendments may be initiated by the ~~C~~city ~~C~~council, the ~~P~~planning ~~C~~council or by one ~~(+)~~ or more owners of property affected by the proposed amendment. Unless initiated by the ~~C~~city ~~C~~council or ~~P~~planning ~~C~~council, no amendment shall be considered without evidence of the acquiescence therein of the owners of the property involved.
3. An application for amendment, when submitted by property owners, shall be accompanied by a fee, the amount to be determined by the ~~Z~~oning ~~A~~administrator as adequate to cover costs of hearings, publication, and any necessary reviews. No fee assessed, or any part thereof, shall be returnable in the event that the proposed amendment is denied.
4. An application for an amendment shall be filed at the office of the ~~Z~~oning ~~A~~administrator and shall be accompanied by an accurate map of the land.

5. Reasonable efforts shall be made to effect notice by mail to all Kaysville City property owners within ~~five hundred feet (500')~~500 feet of the property under consideration for an amendment to the zoning map at least ~~ten (10)~~10 days prior to a public hearing regarding that request.
6. Upon receipt of the application, the ~~P~~Planning ~~C~~Commission, in a public hearing, shall hear and receive information from the applicant and other interested parties, which may affect the request for amendment. The ~~P~~Planning ~~C~~Commission, after consideration of this information, shall make a recommendation on the proposed amendment.
7. A copy of any proposed amendment shall be submitted to the ~~C~~City ~~C~~Council and shall be accompanied by the recommendations of the ~~P~~Planning ~~C~~Commission.
8. After holding a public meeting, the ~~C~~City ~~C~~Council may adopt or reject the amendment either as proposed by the ~~P~~Planning ~~C~~Commission or after making any revision the ~~C~~City ~~C~~Council considers appropriate.
9. In case an application for a change of zone district is denied, a new application for the same zoning change affecting the same property shall not be eligible for reconsideration for one ~~(1)~~ year subsequent to such denial. A new application affecting or including all or part of the same property must be substantially different from the application denied, in the opinion of the ~~P~~Planning ~~C~~Commission, to be eligible for consideration within one ~~(1)~~ year of the denial of the original application.
10. Notwithstanding any other provision of this title, the following procedures shall also apply to the processing of a proposed amendment:
 - a. After a reasonable period of time to allow the planning commission to consider a proposed amendment, an applicant may submit a written request to the city council requesting final action on the application;
 - b. If the applicant submits a written request for final action, the city council may not require the applicant to submit the application to the planning commission for consideration, review, or approval.
 - c. After receiving a written request for action, the city council shall take final action on the proposed amendment, either approving or denying the application, within 45 days from the date of service of the written request;
 - d. If the city council denies an application under this subsection, the city council shall include the reasons for denial in writing on the official record; and

- e. If the city council fails to take final action within 45 days from the date of service of the written request, the applicant may appeal this failure to district court within 30 days of the date on which final action was required.

SECTION III: Amendment. “17-4-1 Establishment of Planning Commission” is hereby amended to read as follows:

17-4-1 – Establishment of Planning Commission.

1. The Kaysville City Planning Commission is hereby established. The ~~P~~planning ~~C~~ommission shall consist of seven ~~(7)~~ members, all of whom shall reside in the ~~C~~ity for at least one ~~(1)~~ year prior to their appointment and be residents of the ~~C~~ity. Members shall be selected from different professional and vocational backgrounds and geographic areas, insofar as possible.
2. The term of office for each appointed member shall be three ~~(3)~~ years and shall expire on the 30th of June or when the successor is appointed thereafter. Two ~~(2)~~ terms of office shall expire each year with three ~~(3)~~ terms expiring every third year.
3. Appointment and reappointment of members to the ~~P~~planning ~~C~~ommission shall be made by the ~~M~~ayor with a majority vote of the ~~C~~ity ~~C~~ouncil from applicants submitting applications. Appointments to fill vacancies shall be made at any time to fill the unexpired term of any member. The appointment process shall be as proposed by the ~~M~~ayor and approved by the ~~C~~ity ~~C~~ouncil.
4. Members of the ~~P~~planning ~~C~~ommission may be removed from office by the ~~M~~ayor with a majority vote of the ~~C~~ity ~~C~~ouncil. ~~Failure of any member of the Planning Commission to attend three (3) consecutive meetings of the Planning Commission shall be just cause for removal of such member.~~
5. Members of the ~~P~~planning ~~C~~ommission shall receive per diem compensation based on necessary and reasonable expenses and on meetings actually attended.
6. Grounds for removal of a planning commission member shall include:
 - a. Failure of any member of the planning commission to attend three consecutive meetings of the planning commission;
 - b. Using public funds for a political purpose in violation of Utah Code Annotated Title 20A, Chapter 11, Part 12, Political Activities of Public Entities Act, as amended;
 - c. Violating Utah Code Annotated Title 10, Chapter 3, Part 13, Municipal Officers’ and Employees’ Ethics Act, as amended;
 - d. Acting with the intent to influence a land use decision or an appeal of a pending land use application in a manner that creates actual impermissible bias or an unacceptable

risk of impermissible bias in the planning commission member's administrative or quasi-judicial duties.

7. Any member of the planning commission shall recuse themselves from deliberating about a specific land use application if there is a conflict of interest that would impede their ability to exercise impartial judgment on the commission.

8. A planning commission member deliberating about a specific pending land use application in a planning commission meeting with municipal staff, an elected official, or the land use applicant is not cause for removing a planning commission member from the planning commission.

SECTION IV: Amendment. “17-4-5 Appeals” is hereby *amended* to read as follows:

17-4-5 - Appeals.

1. The applicant or any other person or entity adversely affected by a decision administering or interpreting this ~~T~~City may appeal that decision applying this ~~T~~City by alleging that there is error in any order, requirements, decision, or determination made by an official in the administration or interpretation of this ~~T~~City.
2. Any officer, department, board, or bureau of the ~~C~~City affected by the grant or refusal of a building permit or by any other decisions of the administrative officer in the administration or interpretation of this ~~T~~City may appeal any decision to the ~~Planning Commission~~administrative law judge in accordance with KCC Title 2, Chapter 8.
3. ~~Such appeal shall be taken within ten (10) calendar days from the date of the action appealed from by filing with the officer from whom the appeal is taken and with the Planning Commission a notice of appeal specifying the ground thereof. Any appeal must be submitted in writing to the city recorder within 10 business days of the decision from which the appeal is taken. Such appeal shall describe in detail the nature of the appeal, the action complained of, and the grounds for appeal.~~
4. ~~The officer from whom the appeal is taken shall transmit to the Planning Commission all papers constituting the record upon which the action appealed from is taken.~~
- 5.4. The person or entity making the appeal has the burden of proving that an error has been made.
- 6.5. ~~The Planning Commission shall find whether there is substantial evidence that an error has been made.~~ The ~~Planning Commission~~administrative law judge may affirm, reverse, or modify the action appealed from as it seems just and equitable and exercise all rights of any other officer or commission.

~~7.6.~~ Only decisions applying, administering or interpreting this ~~T~~title may be appealed. Appeals may not be used to waive or modify the terms or requirements of this ~~T~~title.

~~8.7.~~ All appeals shall comply with the requirements of Section ~~10-9a-701~~10-20-1101 Utah Code, ~~Annotated, 1953~~ as amended.

SECTION V: Amendment. “18-1-10 Appeals” is hereby *amended* to read as follows:

18-1-10- Appeals.

1. The applicant or any other person or entity adversely affected by a decision administering or interpreting the provisions of this ~~T~~title may appeal that decision applying this ~~T~~title by alleging that there is error in any order, requirements, decision, or determination made by an official in the administration or interpretation of this ~~T~~title.
2. Any officer, department, board, or bureau of the ~~C~~city affected by the grant or refusal of a building permit or by any other decisions of the administrative officer in the administration or interpretation of this ~~T~~title may appeal any decision to the ~~Planning Commission~~administrative law judge in accordance with KCC Title 2, Chapter 8.
3. ~~Such appeal shall be taken within ten (10) calendar days from the date of the action appealed from by filing with the officer from whom the appeal is taken and with the Planning Commission a notice of appeal specifying the ground thereof. Any such appeal shall be in writing and submitted to the office of the city recorder within 10 days of the date of the action appealed from.~~
4. ~~The officer from whom the appeal is taken shall transmit to the Planning Commission all papers constituting the record upon which the action appealed from is taken.~~
- ~~5.4.~~ The person or entity making the appeal has the burden of proving that an error has been made.
- ~~6.5.~~ ~~The Planning Commission shall find whether there is substantial evidence that an error has been made.~~ The ~~Planning Commission~~administrative law judge may affirm, reverse, or modify the action appealed from as it seems just and equitable and exercise all rights of any other officer or commission.
- ~~7.6.~~ Only decisions applying this ~~T~~title may be appealed to the ~~Planning Commission~~administrative law judge. Appeals may not be used to waive or modify the terms or requirements of this ~~T~~title.
- ~~8.7.~~ All appeals shall comply with the requirements of Section ~~10-9a-701~~10-20-1101 of Utah Code Annotated, ~~1953~~as amended.

SECTION VI: Amendment. “18-3-11 Fee for Project Improvements” is hereby *amended* to read as follows:

18-3-11 - Fee for Project Improvements.

1. A pioneer developer, at its own expense, with the approval of the ~~C~~city, or the ~~C~~city, at its own expense, may acquire easements or rights-of-way or install any improvements referred to in this ~~C~~chapter.
2. In all instances where any such easements or rights-of-way have been acquired or improvements have been installed which are planned and designed to provide service for development of a site and are necessary for the use and convenience of the occupants or users of development of a site, the ~~C~~city may determine the portion of such easements, rights-of-way or improvements that are site improvements and allocate to the site a pro rata cost of such easements or rights-of-way acquisition or improvements. Such pro rata cost shall be referred to as the "~~F~~fee for ~~P~~project ~~I~~improvements."
3. Notice of the ~~F~~fee for ~~P~~project ~~I~~improvements shall be given to the affected property owners by certified mail. ~~Within ten (10) calendar days after receipt of such Notice, the affected property owners may file a written Notice of Appeal with the City Recorder. The City Council shall consider the appeal within thirty (30) calendar days thereafter. The affected property owners may appeal the decision to the administrative law judge in accordance with KCC Title 2, Chapter 8. Any such appeal shall be in writing and submitted to the office of the city recorder within 10 days of the date of the decision appealed from.~~
4. Whenever development activity occurs on any such site, the owners thereof shall pay to the ~~C~~city the ~~F~~fee for ~~P~~project ~~I~~improvements as a condition of development approval. The ~~F~~fee for ~~P~~project ~~I~~improvements paid shall reimburse a portion of the cost incurred by the pioneer developer or ~~C~~city as applicable.

SECTION VII: Amendment. "19-6-4 Fee for Project Improvements" is hereby *amended* to read as follows:

19-6-4 - Fee for Project Improvements.

1. A pioneer developer, at its own expense, with the approval of the ~~C~~city, or the ~~C~~city, at its own expense, may acquire easements or rights-of-way or install any improvements referred to in KCC 19-6-3.
2. In all instances where any such easements or rights-of-way have been acquired or improvements have been installed which are planned and designed to provide service for development of a site and are necessary for the use and convenience of the occupants or users of development of a site, the ~~C~~city may determine the portion of such easements, rights-of-way or improvements that are site improvements and allocate to the site a pro rata cost of such easements or rights-of-way acquisition or improvements. Such pro rata cost shall be referred to as the "~~F~~fee for ~~P~~project ~~I~~improvements."
3. Notice of the ~~F~~fee for ~~P~~project ~~I~~improvements shall be given to the affected property owners by certified mail ~~within ten (10) calendar days after receipt of such Notice, the affected~~

~~property owners may file a written Notice of Appeal with the City Recorder. The City Council shall consider the appeal within thirty (30) calendar days thereafter. The affected property owners may appeal the decision to the administrative law judge in accordance with KCC Title 2, Chapter 8. Any such appeal shall be in writing and submitted to the office of the city recorder within 10 days of the decision.~~

4. Whenever development activity occurs on any such site, the owners thereof shall pay to the ~~C~~city the ~~F~~fee for ~~P~~project ~~I~~improvements as a condition of development approval. The ~~F~~fee for ~~P~~project ~~I~~improvements paid shall reimburse a portion of the cost incurred by the pioneer developer or City as applicable.

SECTION VIII: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION IX: Effective Date. This ordinance, in accordance with changes deemed necessary due to recent statutory modifications, while also being necessary for the peace, health, and safety of the city, shall become effective immediately upon posting.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this _____ day of _____, 20____.

Tamara Tran, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

ORDINANCE 26-__-__

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CITY CODE TO REQUIRE APPEALS TO BE HANDLED BY AN ADMINISTRATIVE LAW JUDGE; MAKING TECHNICAL CHANGES, PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, city code requires amendments to standardize the city appeals process;

WHEREAS, the city uses an administrative law judge for certain appeals and desires to use an administrative law judge for all city appeals; and

WHEREAS, the city council finds that using an administrative law judge for all cities appeals will improve city processes promote the health, safety, and welfare of city residents.

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

SECTION I: Repealer. If any provisions of the City's Code previously adopted are inconsistent herewith they are hereby repealed.

SECTION II: Amendment. “9-3-3 Administration and Appeals” is hereby *amended* to read as follows:

9-3-3 - Administration and Appeals.

1. The ~~S~~storm ~~W~~water ~~O~~fficial is hereby designated as the ~~C~~city's authorized enforcement official and as such shall implement, administer, and enforce the provisions of this ~~T~~itle. Any powers granted or duties imposed upon the ~~S~~storm ~~W~~water ~~O~~fficial may be delegated in writing by the ~~S~~storm ~~W~~water ~~O~~fficial or the ~~C~~city ~~C~~council to persons or entities acting in the beneficial interest of or in the employ of the ~~C~~city. Except as otherwise specifically provided herein, any person affected by a final decision of the ~~S~~storm ~~W~~water ~~O~~fficial interpreting or administering the provisions of this ~~T~~itle may appeal such decision to the ~~C~~city ~~M~~anager. Any decision of the ~~C~~city ~~M~~anager may thereafter be appealed to the ~~C~~ity ~~C~~ouncil administrative law judge in accordance with KCC Title 2, Chapter 8.

SECTION III: Amendment. “9-3a-6 Storm Drain Utility Fee” is hereby *amended* to read as follows:

9-3a-6 - Storm Drain Utility Fee.

1. Each developed parcel of real property in the ~~C~~city shall be charged a storm drain utility fee.
2. The fee shall be based on the number of equivalent residential units (ERUs) contained in the parcel. The city finds that the ERU is the most accurate measurement for determining the amount that each parcel contributes to, benefits from, and otherwise uses the storm drain utility. Based on engineering studies completed in the Davis County area, the ~~C~~city finds and establishes that one ~~(1)~~-ERU equals ~~four thousand (4,000)~~4,000 square feet of impervious surface area.

3. The city finds that each single-family residential parcel contributes approximately the same amount of storm water runoff rate as one ~~(1)~~ ERU. All non single-family residential parcels shall pay a multiple of this base rate, expressed in ERUs according to the measured impervious area on the parcel. The city may adopt separate rates for condominiums and other uses that are not easily handled under the standard rate schedule.
4. The amount charged for each ERU shall be established by resolution of the ~~C~~city ~~C~~council. The ~~C~~city ~~C~~council may establish exemptions and credits to the storm drain utility fee by resolution.
5. Any person or entity that believes an error was made in interpretation or application of this Chapter or any storm drain utility rate resolution may appeal to the ~~D~~director of ~~F~~inance ("~~D~~director"). The appeal shall be in writing, shall state any facts supporting the appeal, and shall be made within ~~ten~~(10)10 days of the decision, action or bill being appealed. The ~~D~~director may elect to hold a hearing on the appeal. The ~~D~~director shall decide the appeal within ~~ten~~(10)10 days of when the appeal is filed. If the person or entity is not satisfied with the ~~D~~director's decision, a further appeal may be made to the ~~City Council~~administrative law judge in accordance with KCC Title 2, Chapter 8. ~~The appeal to the City Council shall follow the same procedures as the appeal to the Director. The City Council's decision shall be final and binding on all parties.~~

SECTION IV: Amendment. "16-1-18 Appeal" is hereby *amended* to read as follows:

16-1-18 - Appeal.

A licensee whose license has been revoked shall have the right to appeal to the ~~City Appeals Authority~~administrative law judge in accordance with KCC Title 2, Chapter 8. Any appeal must be submitted by either the licensee or legal counsel. The following procedures and requirements shall apply:

1. Any appeal must be submitted in writing to the ~~C~~city ~~R~~ecorder with a copy to the ~~L~~icense ~~O~~fficer within ~~ten~~(10)10 business days of the decision from which the appeal is taken. Such appeal shall describe in detail the nature of the appeal, the action complained of, and the grounds for appeal.
2. Upon the request of the licensee, within three ~~(3)~~ business days, the ~~C~~city will make available any information upon which it relied in making the determination to revoke the license.
3. ~~The Appeals Authority administrative law judge shall conduct a de novo hearing on the appeal in accordance with Section 2-8-4.~~
4. ~~After the ruling of the Appeals Authority, the licensee is deemed to have exhausted all administrative remedies with the City.~~

SECTION V: Amendment. "16-11-15 Appeal" is hereby *amended* to read as follows:

16-11-15 - Appeal.

An Applicant or Registered Ssolicitor whose Certificate has been denied or suspended shall have the right to appeal to the City Council or its designee administrative law judge in accordance with KCC Title 2, Chapter 8. Any appeal must be submitted by either the Applicant, the Responsible Person or Entity, or legal counsel for either who: (a) documents the relationship with the Applicant or Responsible Person or Entity; or (b) is licensed or authorized by the State of Utah to do so, and makes the assertion of an agency relationship. The following procedures and requirements shall apply:

1. Any appeal must be Submitted in Writing to the City Recorder with a copy to the License Officer within ~~ten (10)~~ 10 business days of the decision from which the appeal is taken. Such appeal shall describe in detail the nature of the appeal, the action complained of and the grounds for appeal.
2. Upon request of the Applicant or Registered Ssolicitor, within one ~~(1)~~ business day, the City will make available any information upon which it relied in making the determination to either deny or suspend the Certificate.
3. The ~~Appeals Officer~~ administrative law judge shall review, de novo, all written information submitted by the Applicant or Registered Ssolicitor to the Licensing Officer, any additional information relied upon by the Licensing Officer as the basis for denial, suspension or revocation, and any additional information supplied by the City, Applicant or Registered Ssolicitor. Any additional information submitted by any party to the appeal to the ~~Appeals Officer~~ administrative law judge shall be simultaneously submitted to the opposing party. If desired, any party shall have three ~~(3)~~ business days to submit rebuttal documentation to the ~~Appeals Officer~~ administrative law judge regarding the additional information submitted by the opposing party.
4. ~~The Appeals Officer will render a decision no later than fifteen (15) calendar days from the date the appeal was taken, unless an extension of time is agreed upon by the parties. In the event that any party to the appeal submits rebuttal information as allowed in KCC 16-11-15, the fifteen (15) calendar days shall be extended to include the additional three (3) days for rebuttal.~~
 - a. ~~The denial or suspension of the Certificate shall be reversed by the Appeals Officer if upon review of the written appeal and information submitted, the Appeals Officer finds that the Licensing Officer made a material mistake of law or fact in denying or suspending the Applicant or Registered Solicitor's Certificate.~~
 - b. ~~If the written appeal and information submitted indicates that the Licensing Officer properly denied or suspended the certificate of the Applicant or Registered Solicitor, the denial or suspension of the Certificate shall be affirmed and constitute a determination that the suspended Certificate is revoked.~~

- e. ~~The decision of the Appeals Officer shall be delivered to the Applicant or Registered Solicitor by the means designated in the completed Application, or as otherwise agreed upon when the Appeal was filed.~~
- 4. ~~After the ruling of the Appeals Officer, the Applicant or Solicitor is deemed to have exhausted all administrative remedies with the City.~~
- 4. The denial or suspension of the certificate shall be reversed by the administrative law judge if upon review of the written appeal and information submitted, the administrative law judge finds that the licensing officer made a material mistake of law or fact in denying or suspending the applicant or registered solicitor's certificate.
- 5. If the written appeal and information submitted indicates that the licensing officer properly denied or suspended the certificate of the applicant or registered solicitor, the denial or suspension of the certificate shall be affirmed and constitute a determination that the suspended certificate is revoked.
- 5.6. Nothing herein shall impede or interfere with the Applicant's, Ssolicitor's, or City's right to seek relief in a court of competent jurisdiction.

SECTION VI: Amendment. "16-12-10 Revocation" is hereby *amended* to read as follows:

16-12-10 - Revocation.

1. The City may revoke a license if a cause of suspension in KCC 16-12-9 occurs and the licensee has been suspended within the preceding ~~twelve (12)~~12 months.
2. The City shall revoke a license if it determines that:
 - a. A licensee gave false or misleading information in the material submitted during the application process;
 - b. A licensee knew, or should have known, that possession, use, or sale of controlled substances occurred on the premises;
 - c. A licensee knew, or should have known, that prostitution occurred on the premises;
 - d. A licensee knew, or should have known, the sexually oriented business operated during a ~~period of~~ time when the licensee's license was suspended;
 - e. A licensee knew, or should have known, that any act of sexual intercourse, sodomy, oral copulation, masturbation, or other sex act occurred in or on the licensed premises;

- f. A licensee knew, or should have known, that obscene materials, child pornography in any form, or any other contraband is or was on the licensed premises; or
 - g. A licensee is delinquent in payment to the ~~C~~city, ~~C~~county, or ~~S~~tate for any taxes or fees past due;
 - h. A licensee is convicted of any specified criminal activity.
3. The ~~C~~city may revoke or suspend a license if any employee is convicted of any specified criminal activity.
 4. When the ~~C~~city revokes a license, the revocation shall continue for one ~~(1)~~year and the licensee shall not be issued a sexually oriented business license for one ~~(1)~~year from the date the revocation became effective. If, subsequent to revocation, the ~~C~~city finds that there are substantial mitigating factors, or substantial corrective measures have been employed by the licensee, the applicant may be granted a license if at least ~~ninety (90)~~90 days have elapsed since the date the revocation became effective. An example of substantial mitigating factors would be the willful acts of an employee or customer disregarding the directions of the licensee. An example of substantial corrective measures would be the termination of an offending employee or prohibiting the return of an offending patron.
 5. If any licensee has a license revoked three ~~(3)~~times within any five ~~(5)~~year period, said licensee will thereafter be precluded from regaining any such license.
 6. After denial of an application, or denial of a renewal of an application, or suspension or revocation of any license, the applicant or licensee may appeal said decision to the ~~City Council~~administrative law judge in accordance with KCC Title 2, Chapter 8. Any such appeal shall be in writing and submitted to the office of the ~~C~~city ~~R~~ecorder within ~~fifteen (15)~~15 days of the ~~decision~~date of the decision appealed from. ~~The City Council may review the matter on the record or may conduct a hearing.~~ The ~~City Council~~administrative law judge may affirm, reverse or modify the decision. ~~The City Council shall issue a decision within thirty (30) days of receiving the appeal. Any appeal thereafter shall be to the District Court.~~ Unless either party obtains an injunction or mandamus, the status quo ante will be maintained during the appeal process, however, additional enforcement actions will not be precluded thereby.

SECTION VII: Amendment. “16-13-8 Appeal” is hereby *amended* to read as follows:

16-13-8 - Appeal.

An ~~A~~applicant whose license has been denied, suspended or revoked shall have the right to appeal to the ~~City Council or its designee (Appeals Authority)~~administrative law judge in accordance with KCC Title 2, Chapter 8. Any appeal must be submitted by either the ~~A~~applicant or legal counsel. The procedures and requirements in KCC 16-1-18, Appeal, of this Title shall apply.

SECTION VIII: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION IX: Effective Date. This ordinance, in accordance with changes deemed necessary due to recent statutory modifications, while also being necessary for the peace, health, and safety of the city, shall become effective immediately upon posting.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this _____ day of _____, 20__.

Tamara Tran, Mayor

ATTEST:

Annemarie Plaizier, City Recorder