FRUIT HEIGHTS CITY COUNCIL MEETING AGENDA

Notice is hereby given that the Fruit Heights City Council will hold a regular meeting at 7:00pm on May 19, 2026, at Fruit Heights City Hall, 910 South Mountain Road Fruit Heights City Utah.
Fruit Heights City is now streaming City Council Meetings on its YouTube Channel. Please follow us at https://www.youtube.com/@fruitheightscity9716/streams

1. CALL TO ORDER: Mayor Jeanne Groberg

1.1 Pledge of Allegiance (Mark)

1.2 Prayer or Thought (Eileen)

1.3 Roll call (Hailee)

2. DECLARATION OF CONFLICT(S) OF INTEREST

3. REPORTS

3.1 Council Members

3.2 Mayor

3.3 Staff

4. PUBLIC COMMENT PERIOD

The public may address the City Council regarding issues that are or are not on the agenda. Please limit comments to 3 minutes. Please state your name and address of residence for the record. **No actions may be taken on items not specifically listed on the agenda.**

5. PRESENTATIONS

5.1 Davis County Sheriff Report

6. DISCUSSION ITEMS

Discussion items to be considered.

6.1 Bid for 2026 Road Striping

6.2 Amendment to the current Interlocal Cooperation Agreement for Law Enforcement Services (Resolution 2026-07)

6.3 Interlocal Cooperation Agreement Between Davis County Cities and Davis County for Pollutant Discharge Elimination System (UPDES) General Permit (Resolution 2026-08)

6.4 Interlocal Cooperation Agreement relating to the Conduct of Community Development Block Grant (CDBG) Program for Federal Fiscal Years 2027, 2028 and 2029 (Resolution 2026-09)

6.5 General Plan and Moderate-Income Housing (MIH)

6.6 Y2 Analytics City survey

7. ACTION ITEMS

7.1 Approve/Deny Bid for 2026 Road Striping

7.2 Approve/Deny Resolution 2026-07 Amendment to the current Interlocal Cooperation Agreement for Law Enforcement Services

7.3 Approve/Deny Resolution 2026-08 Interlocal Cooperation Agreement Between Davis County Cities and Davis County for Pollutant Discharge Elimination System (UPDES) General Permit

7.4 Approve/Deny Resolution 2026-09 Interlocal Cooperation Agreement relating to the Conduct of Community Development Block Grant (CDBG) Program for Federal Fiscal Years

2027, 2028 and 2029 (Resolution 2026-09)

7.5 Approve/Deny General Plan and Moderate-Income Housing (MIH) recommendation for Planning Commission

7.6 Approve/Deny Y2 Analytics City survey

7.7 Approve May 5, 2026, City Council Minutes

8. TABLED ITEMS

9. NEW BUSINESS FOR UPCOMING MEETING – NO ACTION (15 minutes limit)

10. CALENDAR ITEMS

May 25,2026 Memorial Day City offices will be closed

May 26, 2026, Planning Commission Meeting

June 2, 2026, City Council Meeting

June 16, 2026, City Council Meeting

June 29, 2026, America 250 Celebrating Country, and Home 5:30 to 8:30pm at City Hall

11. CLOSED SESSION

The City Council may vote to discuss matters in a closed session for reasons allowed by law, including, but not limited to, the provisions of Utah Code § 52-4-205 of the Open and Public Meetings Act, and for attorney-client matters that are privileged pursuant to Utah Code § 78B-1-137.

12. ADJOURNMENT

CERTIFICATE OF POSTING

I HEREBY CERTIFY that this notice and agenda was posted at Fruit Heights City Hall, on the City's website, www.fruitheights.gov, as well as posted on the Utah State Public Notice website in accordance with the requirements of the Utah Open and Public Meetings Act, including, but not limited to, provisions of Utah Code §52-4-202.
(This Agenda posted May 15, 2026)

Hailee Ballingham

Hailee Ballingham - Deputy Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact the Fruit Heights City Manager, Darren Frandsen at (801)546-0861 at least 24 hours prior to the meeting.

Helpful Links.

Fruit Heights City Website: https://www.fruitheights.gov/

Fruit Heights City YouTube Channel: https://www.youtube.com/channel/UCaIqHYd0U5RCpaDo8rquABw

Fruit Heights City Facebook Page: https://www.facebook.com/FruitHeightsCityGovernment

Fruit Heights City Twitter/ X Page: https://x.com/FruitHeightsGov

Fruit Heights City Instagram Page: https://www.instagram.com/fruitheightscity/

2026 Road Striping

Mountain Road 13,400’ linear Double Yellow and two single white 11’ lanes

Nicholls Road 7,100’ linear Double Yellow and two single white 11’ lanes turn lane’s at main street

Lloyd Road 7,600’ linear, Double Yellow and two single white 11’ lanes

25 MPH

- X2 Hidden Springs
- X3 Nicholls Road
- X2 Laurelwood
- X2 cherry
- X2 Country Way
- X2 Country Lane
- Country Road
- X2 Mahogany
- X2 1800 E
- X2 Terrace Drive
- X2 East Oaks
- X2 Raymond
- X2 Hidden valley

Total 25 MPH =27

Bike Lane MTN RD

- 8 Mountain Road North to south spread evenly

City will mark out striping for contractor to complete work.

Road safe -$18,975.00
1-800-STRIPER - $51,389.00
Striping Brothers - $62,300.00

AMENDMENT NO. 7 TO INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Amendment No. 7 to Interlocal Cooperation Agreement for Law Enforcement Services (this "Amendment") is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah ("County"), and Fruit Heights City, a municipal corporation, body politic, and political subdivision of the State of Utah ("City"). The County and the City may be referred to collectively as the "Parties" in this Amendment.

WHEREAS, the Parties previously entered into an Interlocal Cooperation Agreement for Law Enforcement Service*s*, dated August 27, 2019 by the County, and identified in the County's records as Contract Number 2019-465 (the "Agreement").

WHEREAS, the Parties, through this Amendment, desire to amend the Agreement as set forth below.

The Parties therefore agree as follows:

1. Section 2, Subsection a of the Agreement is omitted and replaced with the following:

2.a. Beginning July 1, 2019 and continuing through June 30, 2021, the City shall pay the County $16,425.00 monthly for the law enforcement services required under this Agreement. Beginning July 1, 2021 and continuing through June 30, 2022, the City shall pay the County $16,918.00 monthly for the law enforcement services required under this Agreement. Beginning July 1, 2022 and continuing through June 30, 2023, the City shall pay the County $17,426.00 monthly for the law enforcement services required under this Agreement. Beginning July 1, 2023 and continuing through June 30, 2024, the City shall pay the County $22,746.32 monthly for the law enforcement services required under this Agreement. Beginning July 1, 2024 and continuing through June 30, 2025, the City shall pay the County $28,858.59 monthly for the law enforcement services required under this Agreement. Beginning July 1, 2025 and continuing through June 30, 2026, the City shall pay the County $29,615.50 monthly for the law enforcement services required under this Agreement. The City shall pay each of its monthly payment obligations to the County from July 1, 2019 through June 30, 2026 within 30 days from the date that the County sends an invoice to the City for payment of such services.

Costing Methodology. For all of the following provisions in this subsection, the City shall pay the County an amount equal to the cost per patrol unit multiplied by the number of patrol units performing services under this agreement. The cost per patrol unit is calculated by adding each of the following ("Cost per Patrol Unit"):

1) The average patrol personnel cost, which is calculated by taking the approved position control numbers ("APCNs") in the County's annual budget for the Davis County Sheriff's Office, Patrol Division, totaling all wages/salaries, benefits, allowances, and taxes paid to or on behalf of these APCNs, and dividing that amount by the total number of APCNs (the "Average Patrol Personnel Cost");
2) The average operations cost per sheriff's deputy, which is calculated by taking the operation costs that are assigned to the Davis County Sheriff's Office and designated as Davis County Sheriff's Office, Patrol Division costs and dividing that amount by the total number of APCNs;
3) The average annual cost capital/vehicles, which is calculated by taking the annual budgeted amount of a replacement vehicle plus the annual budgeted amount for equipment assigned to the replacement vehicle and dividing it by four for the expected years of service of the vehicle; and
4) The average annual allocations per deputy, which is calculated by taking the cost per Davis County Employee General Liability insurance plus the cost per vehicle liability insurance.

The County prepared a budget in early 2026 based on the Costing Methodology above that established the costs at $398,032.32 for the County to provide law enforcement services to the City in the City's

fiscal year 2027 (July 1, 2026 through June 30, 2027). The City, therefore, shall pay the County $398,032.32 for the County's law enforcement services during the City's fiscal year 2026, which equals $99,508.08 quarterly. The City shall pay each of its quarterly payment obligations to the County for the City's fiscal year 2026 within 30 days from the date that the County sends an invoice to the City for payment of such services.

2. Section 6 of the Agreement is omitted and replaced with the following:

   6. The term of this Agreement shall begin as of July 1, 2019, and shall, subject to the termination and other provisions set forth herein, terminate at the conclusion of June 30, 2027 (the "Term").

3. The effective date of this Amendment will be the date that this Amendment is signed by both Parties.
4. Except to the extent specifically modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.
5. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same contract. Digital signatures and signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

The Parties hereto have caused this Amendment to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY	FRUIT HEIGHTS CITY
By:_____ John Crofts, Chair Board of Davis County Commissioners Date:_____	By:_____ Printed Name:_____ Title:_____ Date:_____
ATTEST:	ATTEST:
_____ Brian McKenzie Davis County Clerk Date:_____	_____ Printed Name:_____ Title:_____ Date:_____
Reviewed as to Proper Form and Compliance with Applicable Law:	Reviewed as to Proper Form and Compliance with Applicable Law:
_____ Authorized Attorney for Davis County	_____ Authorized Attorney for Fruit Heights City

FRUIT HEIGHTS CITY

RESOLUTION NO. 2026-7

A RESOLUTION OF THE FRUIT HEIGHTS CITY COUNCIL APPROVING AMENDMENT NO. 7 TO THE INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN DAVIS COUNTY AND FRUIT HEIGHTS CITY

WHEREAS, Fruit Heights City and Davis County previously entered into an Interlocal Cooperation Agreement for Law Enforcement Services dated August 27, 2019, identified as Contract No. 2019-465; and

WHEREAS, Davis County and Fruit Heights City desire to enter into **Amendment No. 7** to the Interlocal Cooperation Agreement for Law Enforcement Services to amend compensation provisions, update the costing, and extend the term of the Agreement through June 30, 2027; and

WHEREAS, Amendment No. 7 establishes compensation for law enforcement services for Fiscal Year 2026–2027 in the amount of **$398,032.32 annually**, payable in quarterly installments of **$99,508.08**, and provides updated for calculating future service costs; and

WHEREAS, the Fruit Heights City Council has reviewed Amendment No. 7 and finds that approval of the Amendment is in the best interest of the City and its residents by ensuring continued law enforcement services through Davis County;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FRUIT HEIGHTS CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. **Approval of Agreement** The City Council hereby approves **Amendment No. 7 to the Interlocal Cooperation Agreement for Law Enforcement Services** between Davis County and Fruit Heights City, attached hereto as **Exhibit A** and incorporated herein by reference.

Section 2. **Authorization to Execute** The Mayor and City Recorder are hereby authorized to execute the Agreement and any related documents necessary to carry out the intent of this Resolution on behalf of Fruit Heights City

Section 3. **Effective Date** This Resolution shall take effect July 1, 2026.

PASSED AND ADOPTED by the City Council of Fruit Heights City, State of Utah, this _____ day of _____, 2026.

ATTEST: By _____	Fruit Heights City Council By_____

Darren Frandsen, City Recorder	Jeanne Groberg, Mayor

{SEAL}	City Council Vote: Mark Cottrell Yes___ No___ Abstain___ Blake Winslow Yes___ No___ Abstain___ Eileen Moss Yes___ No___ Abstain___ Gary Anderson Yes___ No___ Abstain___ David Hale Yes___ No___ Abstain___ Jeanne Groberg Yes___ No___ Abstain___ (to break a tie)

DEPOSITED in the office of the city Recorder this _____ day of May 2026

RECORDED this ___ day of May 2026

ATTEST:

By _____

Hailee Ballingham, City Deputy Recorder

2026 INTERLOCAL COOPERATION AGREEMENT
BETWEEN DAVIS COUNTY CITIES AND
DAVIS COUNTY
FOR
UPDES GENERAL PERMIT

THIS AGREEMENT (Agreement) is entered into this 1st day of June, 2026, by and between the following parties: DAVIS COUNTY, a body corporate and politic of the State of Utah, and the following cities, each of which is a municipal corporation of the State of Utah: BOUNTIFUL, CENTERVILLE, CLEARFIELD, CLINTON, FARMINGTON, FRUIT HEIGHTS, KAYSVILLE, LAYTON, NORTH SALT LAKE, SOUTH WEBER, SUNSET, SYRACUSE, WEST BOUNTIFUL, WEST POINT and WOODS CROSS (Parties).

WITNESSETH:

WHEREAS, the parties are "public agencies," and are authorized by the *Utah Interlocal Cooperation Act,* §11-13-101, *et seq., Utah Code Annotated,* to enter into agreements with each other for joint or cooperative action; and

WHEREAS, the Environmental Protection Agency (EPA) has published its "Final Rule" setting forth the National Pollutant Discharge Elimination System (NPDES) permit application rules and regulations for stormwater discharges to municipal separate storm sewer systems; and

WHEREAS, the State of Utah, through its Department of Environmental Quality, Division of Water Quality (DWQ), has statutory rulemaking authority and authority to issue pollutant discharge elimination system permits within the State of Utah pursuant to the rules and regulations of the Utah Pollutant Discharge Elimination System (UPDES); and

WHEREAS, the State of Utah has issued a General Permit for Discharges from Small Municipal Separate Storm Sewer Systems, Permit No. UTR 090000 (Permit), to each party of this Agreement, which Permit is incorporated herein by this reference; and

WHEREAS, the rules and regulations provide that more than one entity may jointly implement activities to comply with UPDES permit requirements under Section 4.3 of the Permit; and

WHEREAS, the parties are willing to jointly implement activities to fulfill a portion of the UPDES permit requirements; and

WHEREAS the parties desire to enter into this Agreement setting forth their present understanding as to their respective responsibilities with regard to their participation as permittees under their Permit.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Compliance with Permit. As permittees, the parties agree to jointly implement and enforce within their own jurisdictions, their respective responsibilities for complying with the Permit requirements including but not limited to, those responsibilities and requirements set forth in Parts 4.0, 5.0, and 6.0 of the Permit.

2. Administration of Agreement. The administration of this Agreement shall be done by the public works directors of each party, or their official designee, constituting the Davis County Storm Water Coalition (Coalition). Each party will have one voting right. No separate legal entity is created by the terms of this Agreement.

3. Costs. The parties agree that each party shall be responsible to pay for those costs relating to their own stormwater systems, and that the parties shall reimburse each other for expenses incurred in providing services for each other as may be agreed by the parties concerning the various tasks and responsibilities required under the Permit.

4. Joint Cooperation. As reasonably necessary, the parties agree to assist each other in providing and sharing information, drawings, plans, data, etc., which are required to comply

with the requirements set forth in the Permit. The specific activities that the parties agree to assist each other in are set forth as follows:

a. Jointly purchase educational and training materials, as determined by the Coalition, for distribution to:

   i. Residents.

   ii. Institutions, industrial and commercial facilities.

   iii Developers and contractors (construction); and

   iii. Municipal Separate Storm Sewer System **(MS4)** owned or operated facilities.

b. Use the Coalition as a county-wide committee to:

   i. Train personnel.

   ii. Create partnerships; and

   iii. Obtain input and feedback from special interest groups.

c. Annually contribute updated storm drain system information for county-wide mapping purposes.

d. Jointly prepare and promote model ordinances, updates and standards that address:

   i. Illicit discharges.

   ii. Construction site storm water runoff; and

   iii. Long-term storm water management.

e. Jointly arrange for and provide education about hydrologic methods and criteria for selecting and sizing post-construction **BMPs**.

f. Jointly participate to develop draft Standard Operating Procedures.

g. Jointly evaluate, identify, target and provide educational materials and

outreach to address the reduction of water quality impacts associated with nitrogen and phosphorus in discharges.

5. Term of Agreement. The parties agree that the duration of this Agreement shall commence upon entry and shall continue in effect for the term of the Permit (which expires at midnight, May 11, 2031) and for an additional 120 days from the effective date of the renewal of the Permit by DWQ.

6. Property. In the event that any property is acquired by the parties jointly for the undertaking, and paid for by them, then it shall be divided as the parties' representatives shall agree, or if no agreement is reached, then it shall be divided according to their respective payments for property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the parties' proportionate share of the purchase of the item of property. If property is purchased at one party's sole expense in connection with this Agreement, then the property so purchased shall be and remain the property of the party which purchased it.

7. Entire Agreement. This Agreement embodies the entire agreement between the parties, and it cannot be altered except in a written amendment which is signed by the parties.

8. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the Utah Governmental Immunity Act, as set forth in *Utah Code Ann.* § 63G-7-101, *et seq.,* as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party, and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity Act. Each party shall be responsible and shall defend the action of its own employees, negligent

or otherwise, performed pursuant to the provisions of this Agreement.

9. No Third-Party Benefits. This Agreement is not intended to benefit any person or entity not named as a party hereto.

10. Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision hereof, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision shall be deemed to be effective, operative and entered into in the manner and to the full extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

[Signature Pages to Follow]

Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit

Date_____

CITY OF FRUIT HEIGHTS

By: _____

Mayor

ATTEST:

_____
City Recorder

Approved as to Form:

_____
City Attorney

FRUIT HEIGHTS CITY

RESOLUTION NO. 2026-8

A RESOLUTION OF THE FRUIT HEIGHTS CITY COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND DAVIS COUNTY CITIES FOR COMPLIANCE WITH THE UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM (UPDES) GENERAL PERMIT

WHEREAS, Fruit Heights City is authorized under the Utah Interlocal Cooperation Act, Utah Code Annotated Section 11-13-101, et seq., to enter into agreements for joint and cooperative action with other public agencies; and

WHEREAS, the United States Environmental Protection Agency (EPA) has established requirements governing stormwater discharges from Municipal Separate Storm Sewer Systems (MS4s) through the National Pollutant Discharge Elimination System (NPDES); and

WHEREAS, the State of Utah, through the Department of Environmental Quality, Division of Water Quality, has issued a **Utah Pollutant Discharge Elimination System (UPDES) General Permit No. UTR090000** applicable to participating municipalities and Davis County; and

WHEREAS, Davis County and participating cities, including Fruit Heights City, desire to jointly implement activities and cooperate to fulfill portions of the permit requirements through participation in the **Davis County Storm Water Coalition**; and

WHEREAS, the proposed Interlocal Cooperation Agreement establishes responsibilities related to permit compliance, education, stormwater management coordination, training, mapping, and shared implementation of best management practices through the term of the permit ending **May 11, 2031**, including any authorized renewal period; and

WHEREAS, the Fruit Heights City Council has reviewed the proposed Interlocal Cooperation Agreement and finds that approval of the Agreement is in the best interest of the City and its residents to ensure continued compliance with state and federal stormwater requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FRUIT HEIGHTS CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Approval The City Council hereby approves the **2026 Interlocal Cooperation Agreement Between Davis County Cities and Davis County for UPDES General Permit**, attached hereto as **Exhibit A** and incorporated herein by reference.

Section 2. <u>Authorization:</u> The Mayor and City Recorder are hereby authorized to execute the Agreement and any related documents necessary to carry out the intent of this Resolution on behalf of Fruit Heights City.

Section 3. <u>Effective Date</u> This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of Fruit Heights City, State of Utah, this _____ day of _____, 2026.

ATTEST: By _____ Darren Frandsen, City Recorder	Fruit Heights City Council By_____ Jeanne Groberg, Mayor

{SEAL}	City Council Vote: Eileen Moss Yes___ No___ Abstain___ Mark Cottrell Yes___ No___ Abstain___ David Hale Yes___ No___ Abstain___ Blake Winslow Yes___ No___ Abstain___ Gary Anderson Yes___ No___ Abstain___ Jeanne Groberg Yes___ No___ Abstain___ (to break a tie)

DEPOSITED in the office of the city Recorder this _____ day of May 2026

RECORDED this ___ day of May 2026

ATTEST:
By _____
Hailee Ballingham, City Deputy Recorder

INTERLOCAL COOPERATION AGREEMENT RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FEDERAL FISCAL YEARS 2027, 2028 AND 2029

This Agreement is between Davis County, Utah, a body politic and corporate and legal subdivision of the state of Utah (the "County"), and the City of Fruit Heights, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" in this Agreement.

RECITALS

A. In 1974, the United States Congress enacted the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) (the "Act"); and

B. The primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

C. To implement the objectives of the Act, the United States Department of Housing and Urban Development ("HUD") has issued regulations governing the conduct of the Community Development Block Grants ("CDBG") program, published in 24 Code of Federal Regulations ("CFR"), Part 570 (the "Regulations"); and

D. Pursuant to the Regulations, a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations and Section 102(a)(6) of the Act, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

E. The County has qualified as an urban county and is eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

F. Pursuant to the Regulations, certain units of general local government located within the County's boundaries, including the City, may be included in the urban county for qualification and grant calculation purposes by entering into cooperation agreements with the County; and

G. The Parties desire to enter into this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby agree as follows:

1. This Agreement covers the CDBG entitlement program, as delineated under the Act and the Regulations. Through this Agreement, the City is a part of the County (as an urban county under the Act and Regulations) for CDBG qualification and grant calculation purposes.
2. By executing this Agreement, the City acknowledges, understands, and agrees with all of the following:
   A. The City may not apply for grants from appropriations under the State CDBG program for the Three-Year Qualification Period.
   B. The City may receive a formula allocation under the HOME program only through the County, as an urban county under the Act. Thus, even if the County does not receive a HOME formula allocation, the City is precluded from forming a HOME

consortium with other local governments. The provisions of this subsection directly above, however, do not preclude the County or the City from applying to the state of Utah for HOME funds, if allowed by the state of Utah.

C. The City may receive a formula allocation under the Emergency Solutions Grants ("ESG") program only through the County, as an urban county under the Act. The first sentence of this subsection does not preclude the County or the City from applying to the state of Utah for ESG funds, if allowed by the state of Utah.

3. The period covered by this Agreement is federal fiscal years 2027, 2028, and 2029 (the "Three-year Qualification Period"). This Agreement commences on October 1, 2026 and will remain in effect through the later of September 30, 2029, or until the CDBG funds and program income received (with respect to activities carried out during the Three-year Qualification Period) are expended and the funded activities completed. The Parties acknowledge and agree that they may not terminate this Agreement and may not withdraw from this Agreement while it remains in effect.
4. The Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities. The City agrees and authorizes the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries, including CDBG program activities and projects within the City's municipal boundaries. The City further agrees and authorizes the County to undertake essential community development and housing assistances activities within the City's municipal boundaries. More specifically, the Parties agree to cooperate in the development and selection of CDBG program activities and projects to be conducted or performed within the City's municipal boundaries.
5. The Parties agree to:
   A. Take all actions necessary to assure compliance with the County's certification under Section 104(b) of the Act; specifically, to conduct and administer the grant in conformity with the Civil rights Act of 1964, and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152;
   B. Comply with Section 109 of the Act, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968;
   C. Comply by signing the assurances and certifications in the HUD 424-B;
   D. Comply with all other applicable laws; and
   E. Comply with the applicable provisions of the grant agreements received by the County from HUD as well as the rules, regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program.
6. The Parties acknowledge, understand, and agree that the County may not provide any CDBG funding for activities in or in support of any cooperating unit of general local government, including the City that does not affirmatively further fair housing within its

jurisdiction, or that impedes the County's actions to comply with the County's fair housing certification.

7. The City affirms that it has adopted and is enforcing:
   A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
   B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
8. The Parties agree not to veto or otherwise obstruct the implementation of the approved consolidated plan. The Parties further agree that the County has the final responsibility for selecting CDBG program activities and projects as well as submitting the consolidated plan to HUD.
9. Pursuant to Section 570.501(b) of the Regulations, the Parties acknowledge and agree that the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in Section 570.503 of the Regulations.
10. The Parties acknowledge and agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of CDBG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations; rather, CDBG funds must be used for activities eligible under Title I of the Act.
11. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows:

To the City:	To the County:
Fruit Heights	Davis County
Attn: Brandon Green	Attn: CDBG Grants Administrator
910 S. Mountain Rd	P.O. Box 618
Fruit Heights, UT 84037	Farmington, UT 84025

12. No separate legal entity is created by this Agreement.
13. This Agreement will be authorized and approved by the legislative body of each Party by resolution or ordinance in accordance with Section 11-13-202.5, Utah Code Annotated, as amended, and a duly executed original counterpart of this Agreement will be filed with the keeper of records of each Party in accordance with Section 11-13-209, Utah Code Annotated, as amended. Moreover, this Agreement will be submitted to the authorized attorney for each Party for a legal opinion satisfying the Act and in accordance with applicable provisions of Section 11-13-202.5, Utah Code Annotated, as amended.
14. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. In that regard there are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which agreements, if any, are void, nullified, and of no legal effect if they are not recited or addressed in this Agreement.

15. This Agreement and its provisions may not be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.
16. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
17. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[This space is left blank intentionally. Signature pages follow.]

SIGNATURE PAGE FOR DAVIS COUNTY, UTAH, TO THE INTERLOCAL COOPERATION AGREEMENT RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FEDERAL FISCAL YEARS 2027, 2028, AND 2029

DAVIS COUNTY, UTAH

_____
John Crofts, Chair
Board of Davis County Commissioners
Dated:_____

ATTEST:

_____
Brian McKenzie
Davis County Clerk
Dated:_____

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

_____
Chris Preston
Davis County Civil Attorney
Dated:_____

SIGNATURE PAGE FOR THE CITY OF _____, UTAH,
TO THE INTERLOCAL COOPERATION AGREEMENT RELATING TO THE
CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOR FEDERAL FISCAL YEARS 2027, 2028, AND 2029

CITY OF FRUIT HEIGHTS, UTAH

_____
Jeanne Groberg
Mayor
Dated:_____

ATTEST:

_____
Darren Frandsen
City Recorder
Dated:_____

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

_____
Brad Christopherson
Attorney for the City of FRUIT HEIGHTS
Dated:_____

FRUIT HEIGHTS CITY

RESOLUTION NO. 2026-9

A RESOLUTION OF THE FRUIT HEIGHTS CITY COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT RELATING TO THE CONDUCT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FEDERAL FISCAL YEARS 2027, 2028, AND 2029

WHEREAS, pursuant to federal law and applicable regulations, municipalities located within Davis County, including Fruit Heights City, may participate in the County's urban county designation through an Interlocal Cooperation Agreement for qualification and grant calculation purposes; and

WHEREAS, Fruit Heights City desires to participate in the Community Development Block Grant (CDBG) Program for Federal Fiscal Years **2027, 2028, and 2029**, in cooperation with Davis County, to allow eligibility for community renewal, housing assistance, and other federally eligible programs benefiting residents of the City; and

WHEREAS, the proposed Interlocal Cooperation Agreement establishes the terms and conditions under which Fruit Heights City will participate in the County's CDBG Program and authorizes Davis County to undertake eligible community development and housing assistance activities within the City; and

WHEREAS, the Fruit Heights City Council has reviewed the proposed Agreement and finds that approval of the Agreement is in the best interest of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FRUIT HEIGHTS CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Approval of Agreement the City Council hereby approves the **Interlocal Cooperation Agreement Relating to the Conduct of the Community Development Block Grant (CDBG) Program for Federal Fiscal Years 2027, 2028, and 2029** between Davis County and Fruit Heights City, attached hereto as **Exhibit A** and incorporated herein by reference.

Section 2. Authorization the Mayor and City Recorder are hereby authorized to execute the Agreement and any related documents necessary to carry out the intent of this Resolution on behalf of Fruit Heights City.

Section 3. Effective Date This Resolution shall take effect July 1 2026.

PASSED AND ADOPTED by the City Council of Fruit Heights City, State of Utah, this _____ day of _____, 2026.

ATTEST: By _____ Darren Frandsen, City Recorder	Fruit Heights City Council By_____ Jeanne Groberg, Mayor

{SEAL}	City Council Vote: Gary Anderson Yes___ No___ Abstain___ Eileen Moss Yes___ No___ Abstain___ Blake Winslow Yes___ No___ Abstain___ David Hale Yes___ No___ Abstain___ Mark Cottrell Yes___ No___ Abstain___ Jeanne Groberg Yes___ No___ Abstain___ (to break a tie)

DEPOSITED in the office of the city Recorder this _____ day of May 2026

RECORDED this ___ day of May 2026

ATTEST:

By _____

Hailee Ballingham, City Deputy Recorder