



# 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](http://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/UCalqHYd0U5RCpaDo8rquABw>

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/>

# City Council Meeting

DATE: 5.19.26		TIME MEETING BEGAN: 7:00		TIME MEETING IS OVER: 9:00	
CITY COUNCIL MEMBERS PRESENT:			STAFF PRESENT:		
<input checked="" type="checkbox"/>	Council Member Gary Anderson	<input checked="" type="checkbox"/>	Darren Frandsen, City Manager		
<input checked="" type="checkbox"/>	Council Member Mark Cottrell	<input checked="" type="checkbox"/>	Layne Leonard, Public Works Director		
<input checked="" type="checkbox"/>	Council Member David Hale	<input checked="" type="checkbox"/>	Hailee Ballingham, Deputy Recorder		
<input checked="" type="checkbox"/>	Council Member Eileen Moss	<input checked="" type="checkbox"/>	Jeff Oyler, City Planner		
<input checked="" type="checkbox"/>	Council Member Blake Winslow	<input type="checkbox"/>	Zac Burk, City Engineer		
<input checked="" type="checkbox"/>	Mayor Jeanne Groberg	<input type="checkbox"/>	Brad Christopherson, City Attorney		

ACTION ITEM:  
7.1 Bid for 2026 Road Striping

If needed open public hearing: / , closed public hearing: /  
Time:

Motion By Mark

Second By Blake  
Time: 8:30

Voting	Yes	No	Abstain	Absent
Gary Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Cottrell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Hale	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Eileen Moss	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Blake Winslow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ACTION ITEM:  
7.2 Resolution 2026 <sup>Amend</sup> -07 Agreement Law Enforcement

If needed open public hearing: / , closed public hearing: /  
Time:

Motion By Blake

Second By Mark  
Time: 8:31

Voting	Yes	No	Abstain	Absent
Gary Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Cottrell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Hale	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Eileen Moss	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Blake Winslow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ACTION ITEM:

7.3 Resolution 2026-09 Agreement Davis County & Cities (UPDES)

If needed open public hearing: / , closed public hearing: /

Time:

Motion By David

Second By Blake

Time: 8:32

Voting	Yes	No	Abstain		Absent
Gary Anderson	X	---	---		---
Mark Cottrell	X	---	---		---
David Hale	X	---	---		---
Eileen Moss	X	---	---		---
Blake Winslow	X	---	---		---

ACTION ITEM:

7.4 Resolution 2026-09 Agreement (CDBG) Program

If needed open public hearing: / , closed public hearing: /

Time:

Table for Next Meeting.

Motion By Eileen

Second By Gary

Time: 9:35

Voting	Yes	No	Abstain		Absent
Gary Anderson	X	---	---		---
Mark Cottrell	X	---	---		---
David Hale	X	---	---		---
Eileen Moss	X	---	---		---
Blake Winslow	X	---	---		---

Minutes from previous meeting: May 5, 2026

Time:

Blake / Eileen All

Motion Adjourn:

Time: 9:00

Gary / Eileen

1<sup>st</sup> Motion  
Eileen / Gary

Sub Motion

ACTION ITEM:  
7.5 General plan / MIH recommendation for Planning

If needed open public hearing: / , closed public hearing: /

Time:

Motion By Blake

Second By Mark

Time:

Voting	Yes	No	Abstain	Absent
Gary Anderson	___	X	___	___
Mark Cottrell	X	___	___	___
David Hale	X	___	___	___
Eileen Moss	___	X	___	___
Blake Winslow	X	___	___	___

ACTION ITEM:  
7.6 Deny Y2 Analytics City Survey

If needed open public hearing: / , closed public hearing: /

Time:

Motion By Blake

Second By Eileen

Time:

Voting	Yes	No	Abstain	Absent
Gary Anderson	X	___	___	___
Mark Cottrell	X	___	___	___
David Hale	X	___	___	___
Eileen Moss	X	___	___	___
Blake Winslow	X	___	___	___

Visitors

Fruit Heights City Meeting

Date May 19, 2020

All visitors are required to sign in even if you are not attending the entire meeting.

Print Name

1. <u>Wally</u>	2. <u>Daryl Johnston</u>
3. <u>Matt Van Drimmelen</u>	4. <u>Jeff Thornton</u>
5. <u>MIKE BURNETT</u>	6. <u>Tara Larkin</u>
7. <u>Karl Reinold</u>	8. <u>Eal Rasmussen</u>
9. <u>John Barker</u>	10. <u>LAURA HUBRICH</u>
11. <u>Jarrod Hall</u>	12. <u>Dale Kunkel</u>
13. <u>Nicole Hale</u>	14. <u>Jon Gruberg</u>
15. <u>Terry Harris</u>	16. <u>Clark Moss</u>
17. <u>Rob Larkin</u>	18. <u>Denise Rowley</u>
19. <u>Rachel Jackson</u>	20. <u>Anthony Jackson</u>
21. <u>Amanda House</u>	22. <u>Scott Henson</u>
23.	24.
25.	26.
27.	28.
29.	30.
31.	32.
33.	34.
35.	36.
37.	38.

## 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 Services, 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: <u>Jeanne Groberoy</u> Title: <u>Mayer</u> Date: <u>5/19/26</u>
ATTEST:  _____ Brian McKenzie Davis County Clerk Date: _____	ATTEST:   Printed Name: <u>DARREN FRANSEN</u> Title: <u>CITY MANAGER</u> Date: <u>5/19/26</u>
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 19 day of MAY, 2026.

ATTEST: By 	Fruit Heights City Council By 
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Darren Frandsen, City Recorder	Jeanne Groberg, Mayor
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<p>{SEAL}</p>  <p>The seal is circular with a serrated edge. The outer ring contains the text 'FRUIT HEIGHTS CITY' at the top and 'Davis County, Utah' at the bottom. Inside the ring, the word 'CORPORATE' is written in a smaller font above the word 'Seal' in a large, stylized font.</p>	<p>City Council Vote:</p> <table><tr><td>Mark Cottrell</td><td>Yes <input checked="" type="checkbox"/></td><td>No <input type="checkbox"/></td><td>Abstain <input type="checkbox"/></td></tr><tr><td>Blake Winslow</td><td>Yes <input checked="" type="checkbox"/></td><td>No <input type="checkbox"/></td><td>Abstain <input type="checkbox"/></td></tr><tr><td>Eileen Moss</td><td>Yes <input checked="" type="checkbox"/></td><td>No <input type="checkbox"/></td><td>Abstain <input type="checkbox"/></td></tr><tr><td>Gary Anderson</td><td>Yes <input checked="" type="checkbox"/></td><td>No <input type="checkbox"/></td><td>Abstain <input type="checkbox"/></td></tr><tr><td>David Hale</td><td>Yes <input checked="" type="checkbox"/></td><td>No <input type="checkbox"/></td><td>Abstain <input type="checkbox"/></td></tr><tr><td>Jeanne Groberg</td><td>Yes <input type="checkbox"/></td><td>No <input type="checkbox"/></td><td>Abstain <input type="checkbox"/></td></tr></table> <p>(to break a tie)</p>	Mark Cottrell	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Abstain <input type="checkbox"/>	Blake Winslow	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Abstain <input type="checkbox"/>	Eileen Moss	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Abstain <input type="checkbox"/>	Gary Anderson	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Abstain <input type="checkbox"/>	David Hale	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Abstain <input type="checkbox"/>	Jeanne Groberg	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Abstain <input type="checkbox"/>
Mark Cottrell	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Abstain <input type="checkbox"/>																						
Blake Winslow	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Abstain <input type="checkbox"/>																						
Eileen Moss	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Abstain <input type="checkbox"/>																						
Gary Anderson	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Abstain <input type="checkbox"/>																						
David Hale	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Abstain <input type="checkbox"/>																						
Jeanne Groberg	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Abstain <input type="checkbox"/>																						

DEPOSITED in the office of the city Recorder this 20 day of May 2026

RECORDED this 20 day of May 2026

ATTEST:  
By Hailee Ballingham  
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 5/19/26

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. 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 immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of Fruit Heights City, State of Utah, this 19 day of may, 2026.

ATTEST: By <u>Darren Frandsen</u> Darren Frandsen, City Recorder	Fruit Heights City Council By <u>Jeanne Groberg</u> Jeanne Groberg, Mayor
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{SEAL}	City Council Vote:
	Eileen Moss      Yes <input checked="" type="checkbox"/> No ___    Abstain ___
	Mark Cottrell    Yes <input checked="" type="checkbox"/> No ___    Abstain ___
	David Hale        Yes <input checked="" type="checkbox"/> No ___    Abstain ___
	Blake Winslow    Yes <input checked="" type="checkbox"/> No ___    Abstain ___
	Gary Anderson    Yes <input checked="" type="checkbox"/> No ___    Abstain ___
	Jeanne Groberg    Yes ___    No ___    Abstain ___ (to break a tie)

DEPOSITED in the office of the city Recorder this 20 day of May 2026

RECORDED this 20 day of May 2026

ATTEST:  
By Hailee Ballingham  
Hailee Ballingham, City Deputy Recorder