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 July 21, 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 (Jeanne)

1.2 Thought (Blake)

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. (30 minutes limit)**

5. PRESENTATIONS

5.1 Unsung Hero 2026 Jim and Jenalee Frazier

5.2 Recognize America 250 Committee

6. PUBLIC HEARING

6.1 Annual Compensation of elective and statutory officers (Resolution 2026-12)

7. DISCUSSION ITEMS

Discussion items to be considered.

7.1 Annual Compensation of elective and statutory officers (Resolution 2026-12)

7.2 Interlocal agreement Between Weber Basin Water Conservancy District for the Oakmont Acres—Paving Project (Resolution 2026-13)

7.3 Temporary Construction Easement Agreement

8. ACTION ITEMS

8.1 Approve/Deny Resolution 2026-12 Annual Compensation of elective and statutory officers

8.2 Approve/Deny Resolution 2026-13 Interlocal agreement Between Weber Basin Water Conservancy District for the Oakmont Acres—Paving Project

8.3 Temporary Construction Easement Agreement

8.4 Approve City Council Meeting minutes for June 16, 2026,

8. TABLED ITEMS

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

10. CALENDAR ITEMS

July 21, 2026, City Council Meeting

July 24, 2026, pioneer Day office will be closed

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 29, 2026) (Updates Post on July 2, 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/

FRUIT HEIGHTS CITY
ORDINANCE NO. 2026-12

AN ORDINANCE OF THE CITY COUNCIL OF FRUIT HEIGHTS CITY ADOPTING AND SETTING THE ANNUAL COMPENSATION OF ELECTIVE AND STATUTORY OFFICERS.

WHEREAS, the City Council feels that the current compensation structure for elective and statutory officials does not adequately reward these officials for their dedication, and proposes increases and adjustment be made; and

WHEREAS, the City Council has held a public hearing on July 7, 2026, to allow for public comment; and

WHEREAS, **WHEREAS**, the City Council desires to update the compensation amounts for certain elective and statutory officials to more accurately reflect the time and work invested into the City as outlined below; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of Fruit Heights City, Utah as follows:

Section 1. **Compensation.** City elected and appointed officers shall receive compensation for their services at as follows:

a. Mayor: $825 per month, totaling $9,900 annually.

b. City Council Member: $500 per month.

c. Planning Commission: Planning Commission Chair $90 per meeting attended, Planning Commission Member $80 per meeting attended.

d. City Manager: $139,515.00 annually.

e. Public Works Director: $44.00 per hour, totaling $91,520 annually + overtime.

f. All other officers shall receive such compensation for their services as the council may fix by ordinance, adopting compensation or compensation schedules enacted after public hearing in accordance with Utah law.

g. Pay-Scale adopted by City Council to be reviewed and adjusted as part of the budget process each year for all employees.

Pay Scale	Annually			Hourly		
Position	Min	Mid	Max	Min	Mid	Max
City Manager	$120,000	$145,000	$170,000	$57.69	$69.71	$81.73
Finance/Accts Payable	$72,800	$83,200	$93,600	$35.00	$40.00	$45.00
Treasure/Utility/Accts Rec	$62,400	$72,800	$83,200	$30.00	$35.00	$40.00
PIO/ Community Relations	$62,400	$72,800	$83,200	$30.00	$35.00	$40.00
Deputy Recorder/Business License	$45,760	$56,160	$66,560	$22.00	$27.00	$32.00
Public Works Director	$91,520	$113,260	$135,000	$44.00	$54.45	$64.90
Water Distribution 4/PW	$72,800	$88,900	$105,000	$35.00	$42.74	$50.48
Storm Water/Public Works	$72,800	$88,900	$105,000	$35.00	$42.74	$50.48
Street/Public Works	$68,000	$84,000	$100,000	$32.69	$40.39	$47.67
Public Works Operator	$48,880	$58,240	$79,040	$23.50	$28.00	$38.00

Section 2. **Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 3. **Effective Date.** This Ordinance shall become effective immediately upon its approval by the City Council.

PASSED AND APPROVED this __ day of July, 2026.

FRUIT HEIGHTS CITY COUNCIL

ATTEST:

_____
City Recorder

By:_____
Jeanne Groberg, Mayor

[SEAL]

VOTING:

Jeanne Groberg Yea ____ Nay ___
Gary Anderson Yea ____ Nay ___
Eileen Moss Yea ____ Nay ___
Mark Cottrell Yea ____ Nay ___

David Hale Yea ____Nay ___
Blake Winslow Yea ____ Nay ___

ATTEST:

_____
Darren Frandsen, City Recorder

DEPOSITED in the office of the City Recorder this __ day of July, 2026.

RECORDED this __ day of June, 2026.

AN INTERLOCAL AGREEMENT BY AND BETWEEN
FRUIT HEIGHTS CITY CORPORATION AND WEBER BASIN WATER CONSERVANCY DISTRICT
FOR THE OAKMONT ACRES – PAVING PROJECT

This Interlocal Agreement is made by and between Fruit Heights City Corporation, a Utah municipal corporation, having its principal business address as 910 S Mountain Road, Fruit Heights City, Utah 84037 (hereinafter "Fruit Heights City") and Weber Basin Water Conservancy District, a body politic and political subdivision of the State of Utah, having its principal business address as 2837 East Highway 193, Layton, Utah (hereinafter "WBWCD"), individually referred to as "Party" or collectively referred to as "Parties."

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, each Party hereto is a public agency as defined by the Interlocal Cooperation Act;

WHEREAS, Fruit Heights City is a municipal corporation duly organized under Title 10 of the Utah Code Annotated, as amended;

WHEREAS, WBWCD is a water conservancy district duly organized under Title 17B of the Utah Code Annotated, as amended;

WHEREAS, Fruit Heights City intends to contract for full width road paving and improvements as part of the Oakmont Acres – Paving Project;

WHEREAS, WBWCD has an obligation for partial payment of the Oakmont Acres – Paving Project due to WBWCD's concurrent project known as the Oakmont Acres – Secondary Waterline Installation project which installs new secondary water mainline and service laterals within the roadways in the Oakmont Acres subdivision;

WHEREAS, the Parties desire to work cooperatively to increase efficiency and uniformity and possibly decrease costs by combining their respective projects into one project (hereinafter "Project"); and

NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants and agreements contained herein, Fruit Heights City and WBWCD do mutually agree and undertake as follows:

Section One

Scope of Agreement

Intent. The Parties intend by this Agreement to address cost share obligations for the full width paving of 1375 E and Oakmont Ln. The cost share related to the Project is based on the portion of asphalt replacement that would have been required by WBWCD had the City not intended to do full width paving following the Project. The portion of which is estimated to be between 30-35% of the total full width paving of 1375 E and Oakmont Ln. Additional payment obligations are defined in Section 4.

Specifically, this Agreement addresses the obligations of Fruit Heights City and WBWCD in relation to the managing of the Project. Fruit Heights City shall be the lead agency with each Party's responsibilities defined in Sections 2 and 3.

Section Two
Fruit Height City's Responsibilities

Fruit Height City agrees to:

1. Oversee and manage the administration of the Project from bidding to completion, including:
    a. Advertise the Project in accordance with current procurement policy;
    b. Prepare Project bidding and construction documents in accordance with the Engineer's Joint Contract Documents Committee (EJCDC) documents (hereinafter the "Project Manual");
    c. Conduct a Public Bid Opening;
    d. Select and award the Project to the responsible and responsive contractor with the lowest bid (hereinafter "Contractor");
    e. Collect required performance bonds, payment bonds, and insurance from Contractor;
    f. Conduct a pre-construction meeting with all Parties and Contractor;
    g. Issue the Notice to Proceed to Contractor;
    h. Process and pay all Contractor pay requests;
    i. Issue Project Change Order(s) to Contractor, where necessary;
    j. Issue a Project Certificate of Substantial Completion to Contractor; and
    k. Issue a Project Notice of Final Acceptance to Contractor.
2. Provide inspections of all Fruit Heights City related work.
3. Coordinate Project inspections with WBWCD by providing notification to the WBWCDs Inspector one (1) working day prior to WBWCD Items work being done.
4. Notify WBWCD of all Contractor payment requests that contain WBWCD Items and obtain concurrence from WBWCD of pay request prior to approving pay request and issuing payment.

5. Notify WBWCD of all Contractor change order(s) that contain WBWCD Items and obtain concurrence from WBWCD of any change order prior to approving.
6. Maintain and oversee Project records and provide electronic versions (e.g. project manual, record drawings, etc.) to WBWCD.

Section Three
WBWCD's Responsibilities

WBWCD agrees to:

1. Provide a Representative to attend all Project related meetings.
2. Provide and coordinate inspections of all Project work related to WBWCD Items.
3. Within three (3) business days of request from Fruit Heights City:
    a. Provide written approval or comments for pay requests related to WBWCD Items.
    b. Provide written approval or denial of change order requests related to WBWCD Items.

Section Four
Payment

Fruit Heights City and WBWCD will establish and maintain their own budgets for expenses related to this Agreement. For the Project, Fruit Heights City shall make payment in full to paving Contractor and request reimbursement from WBWCD.

1. WBWCD and Fruit Heights City will agree to a cost share related to the project based on the portion of asphalt replacement that would have been required by WBWCD had the City not intended to do full width paving. The portion of which is estimated to be between 30-35% of the total full width paving of 1375 E and Oakmont Ln.
2. Within ten (10) days after issuing payment(s) to Contractor, Fruit Heights City shall issue an invoice along with Contractor's pay request to WBWCD for their obligatory portion of the said pavement.
3. Within thirty (30) days of receipt of an invoice from Fruit Heights City setting forth items approved as provided in subparagraph 1, above, WBWCD shall submit payment to Fruit Heights City.

Section Five
General Provisions

1. **Limitations.** Except as outlined by this Agreement, or by agreement separate from this, neither Party assumes any responsibility to inspect, install, operate, or otherwise maintain the other Party's portion(s) of the Project. Further, this Agreement does not impose on either Party any duty, fees, inspections, or any other types of activity outside the scope of this Agreement.

2. **Official Representative.** Parties respectively designate the following persons to act as their authorized representative in matters and decisions pertaining to the timely performance of this Agreement.

Fruit Heights City	**WBWCD**
Darren Frandsen	Scott Paxman
City Manager	General Manager
801-546-0861	801-771-1677
dfrandsen@fruitheights.gov	spaxman@weberbasin.gov

   The authorized representative(s) shall have full power to bind Fruit Heights City and WBWCD, respectively, in decisions related to Project and not require approval from Fruit Heights City or WBWCD Elected/Appointed Representatives, unless otherwise required by their individual Purchasing Policy. Each may designate an authorized representative upon written notice to the other Party.

3. **Term and Renewal.** This Agreement shall be for a period of twenty-four (24) months beginning upon the effective date in paragraph 5, or until such time as the construction of Project as described herein is complete, including the one-year warranty period, whichever comes first.

4. **Termination.** This Agreement may be terminated by either Party upon ninety (90) days written notice from the Fruit Heights City Representative or the WBWCD Board of Trustees provided to the City Recorder / Board. Upon termination of the Agreement, WBWCD shall have thirty (30) days to pay any outstanding balance owed to Fruit Heights City.

5. **Effective Date.** This Agreement shall become effective upon compliance with state law governing interlocal cooperation agreements and upon ratification by the Parties as provided in U.C.A. Title 11, Chapter 13, Part 2, as amended.

6. **Amendment.** This Interlocal Agreement may be changed, modified, or amended by written agreement of the Parties, upon adoption of appropriate resolutions from each Party, along with being approved as to form by the WBWCD Attorney and Fruit Heights City Attorney, and upon meeting all other applicable requirements of the Interlocal Cooperation Act.

7. **Entire Agreement.** This Agreement, together with any written amendments, shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except for the resolutions of each Party herein attached and incorporated by reference.

8. **Indemnification.** Each Party agrees to indemnify, defend, and save and hold the other Party and its respective officers, trustees, agents, employees, and permitted assigns harmless against and in respect of the following:

    a. all claims, losses, liabilities, damages, costs, deficiencies, and expenses affecting any persons or property as a result of the indemnifying Party's actions;

    b. any misrepresentation, material omission, breach of warranty, or non-fulfillment of any covenant or agreement by the indemnifying Party, relating to this Agreement; and

    c. any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees, and other expenses incident to any of the foregoing.

9. **Employee Status.** It is understood and agreed by the Parties that any and all personnel furnished by the Parties shall remain employees of the respective Parties and shall abide by the personnel policies of the respective Parties.

10. **Hired Consultant Status.** It is understood and agreed by the Parties that any consultant, including but not limited to the person, firm, or entity serving as Engineer, Project Engineer, or Contractor, shall not represent themselves as employees of the respective Parties.

11. **Public Agencies – Utah Governmental Immunity Act.** Each Party represents and warrants that it is a public agency within the meaning of the Interlocal Cooperation Act, is authorized to execute and deliver this Agreement and there is no litigation, legal action or investigation that would adversely affect this Agreement. Nothing herein shall be construed by any Party or any third party as a waiver of any rights, privileges or immunities granted to the Parties under the Utah Governmental Immunity Act.

12. **Documents on File.** Executed copies of this Agreement shall be placed on file in the offices of FRUIT HEIGHTS CITY and WBWCD and shall remain on file for public inspection for the duration of this Agreement.

13. **Governing Law.** It is understood and agreed by the Parties that this Agreement shall be governed by the substantive and procedural laws of the State of Utah.

14. **Non-transferable.** The rights, duties, powers and obligations of this Agreement may not be transferred, assigned or delegated without the consent of the Parties.

15. **Rules of Construction and Severability.** Standard rules of construction, as well as the context of this Agreement, shall be used to determine the meaning of the provisions herein, except as follows: If any of the provisions herein are different from what is normally allowed or required by law, every effort shall be made to construe the clauses to be legally binding and to infer voluntary arrangements which are in addition to what is normally allowed or required by law. If any provision, article, sentence, clause, phrase, or portion of this Agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement, unless the invalidation of the provision materially

alters the agreement by interfering with the purpose of the Agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the agreement, then the Parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the Parties. It is thus the intention of the Parties that each provision of this Agreement shall be deemed independent of all other provisions herein, as long as the overall purpose of the Agreement is preserved. Each Party has been represented by legal counsel in the negotiation and drafting of this Agreement; therefore any rule or presumption that a contract be interpreted against its drafter shall not apply to this Agreement.

16. **Additional Interlocal Cooperation Act provisions**. In satisfaction of the requirements of the Interlocal Cooperation Act, the Parties agree as follows:

    a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party, pursuant to Section 11-13-202.5.

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

    c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209.

    d. This Agreement shall become effective upon (a) its approval and execution by each Party and (b) the filing of an executed copy of this Agreement with the keeper of records of each of the Parties.

    e. Immediately after execution of this Agreement by both Parties, each Party shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219.

    f. The Parties agree that they do not, by this Agreement, create an interlocal entity or any separate entity.

(continued on next page)

AN INTERLOCAL AGREEMENT BY AND BETWEEN
FRUIT HEIGHTS CITY AND WEBER BASIN WATER CONSERVANCY DISTRICT
FOR THE OAKMONT ACRES – PAVING PROJECT

DATED this _____ day of _____, 2026

FRUIT HEIGHTS CITY Corporation, a Utah municipal corporation

By: _____
Jeanne Groberg, Mayor

ATTEST:

_____
City Recorder

APPROVED AS TO FORM AND COMPLIANCE WITH APPLICABLE LAW:

_____
City Attorney

DATED this _____ day of _____, 2026

WEBER BASIN WATER CONSERVANCY DISTRICT

_____
General Manager

ATTEST:

_____

APPROVED AS TO FORM AND COMPLIANCE WITH APPLICABLE LAW:

_____
WBWCD Attorney

FRUIT HEIGHTS CITY CORPORATION
RESOLUTION NO. 2026-13

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT
FRUIT HEIGHTS CITY AND WEBER BASIN WATER CONSERVANCY DISTRICT
FOR THE OAKMONT ACRES – PAVING PROJECT

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Title 11, Chapter 13 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements become effective; and

WHEREAS, Fruit Heights City and Weber Basin Water Conservancy District and have negotiated an Agreement for the purposes of completing the Oakmont Acres – Paving project as one combined project;

WHEREAS, Fruit Heights City and Weber Basin Water Conservancy District find that mutual benefit and cost effective government can be achieved through this interlocal agreement for services entailed herein; and

WHEREAS, under the Fruit Heights City Procurement Code expenditures under interlocal agreements are exempt from said Code.[1]

NOW, THEREFORE, BE IT RESOLVED by City Council of Fruit Heights City as follows:

A. The attached Agreement, entered with Weber Basin Water Conservancy District for the purposes of the Oakmont Acres – Paving project, is hereby authorized as an Interlocal Agreement;

B. The attached Interlocal Agreement is hereby approved and is incorporated as part of this Resolution by this reference;

C. To the extent required for the efficient performance of its obligations hereunder, the interpretation and performance of the Interlocal Agreement by Fruit Heights City shall be governed by the provisions of the Interlocal Agreement and not by the Fruit Heights City Procurement Code.

D. The City Council of Fruit Heights City hereby authorizes and directs the mayor to execute the Interlocal Agreement for and on behalf of Fruit Heights City.

PASSED AND APPROVED by the Fruit Heights City Council 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 ____
David Hale	Yes ____	No ____	Abstain ____
Blake Winslow	Yes ____	No ____	Abstain ____
Gary Anderson	Yes ____	No ____	Abstain ____
Mark Cottrell	Yes ____	No ____	Abstain ____
Jeanne Groberg (to break tie)	Yes____	No ____	Abstain ____

DEPOSITED in the office of the City Recorder this _____ day of January 2026

ATTEST:

RECORDED this _____day of January 2026

Hailee Ballingham, City Deputy Recorder

WEBER BASIN WATER CONSERVANCY DISTRICT
RESOLUTION NO _____

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT
FRUIT HEIGHTS CITY AND WEBER BASIN WATER CONSERVANCY DISTRICT
FOR THE OAKMONT ACRES – PAVING PROJECT

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Title 11, Chapter 13 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements become effective; and

WHEREAS, FRUIT HEIGHTS CITY and Weber Basin Water Conservancy District and have negotiated an Agreement for the purposes of completing the Oakmont Acres – Paving project as one combined project;

WHEREAS, FRUIT HEIGHTS CITY and Weber Basin Water Conservancy District find that mutual benefit and cost effective government can be achieved through this interlocal agreement for services entailed herein;

NOW, THEREFORE, BE IT RESOLVED by the Executive Board of Weber Basin Water Conservancy District the attached interlocal agreement is entered with Fruit Heights City for the purposes of the Oakmont Acres – Paving project as authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved and incorporated by this reference. The Board hereby authorizes and directs the General Manager to execute the Interlocal Agreement for and on behalf of Weber Basin Water Conservancy District.

PASSED AND APPROVED by the Weber Basin Water Conservancy District this _____day of _____, 2026.

_____ ATTEST: _____

General Manager

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is entered into as of June __, 2026, by and between Fruit Heights City, a Utah municipal corporation ("City"), Troy Vaughn Hyde, ("Owner"), and Contractor Martineau Homes ("Contractor, subcontractors, employees, and agents")

RECITALS

A. Owner owns certain real property located at 2193 North Bella Vista Dr, Parcel No. 082340041 ("Owner's Property").

B. The City owns adjacent real property located at approximately 1195 S 1800 E ("City Property").

C. Owner and Contractor desires temporary access to and use of a portion of the City Property for purposes of constructing improvements on Owner's Property.

D. The City is willing to grant a temporary construction easement upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. GRANT OF TEMPORARY EASEMENT. The City hereby grants to Owner a temporary, non-exclusive easement over the portion of the City Property depicted on **Exhibit A** attached hereto and incorporated herein by reference ("Easement Area"), solely for the purpose of conducting construction activities associated with improvements on Owner's Property.

2. TERM. This easement shall commence on _____, 2026, and shall automatically terminate on _____, 2027, unless earlier terminated by the City pursuant to this Agreement. The City may terminate this Agreement upon written notice if Owner or Contractor violates any term of this Agreement. Term may be extended with written request and approval.

3. PERMITTED USE. The easement area is to be used for vehicular and pedestrian access for construction activities. No permanent structures or improvements shall be constructed within the Easement Area. The Easement Area shall not be used for the installation of any utility facilities or infrastructure, whether temporary or permanent, unless expressly authorized by a separate written agreement approved by the City Council. No permanent structures or improvements shall be constructed within the Easement Area.

a. PROHIBITION ON UTILITY INSTALLATIONS. Notwithstanding any other provision of this Agreement, the Easement Area may be used solely for temporary construction access and related construction activities expressly authorized herein.

Owner shall not install, construct, place, relocate, extend, or maintain within the Easement Area any permanent or temporary utility facilities or utility infrastructure, including but not limited to:

- Water lines;
- Sewer lines;
- Storm drain facilities;
- Irrigation lines;
- Gas lines;
- Electrical lines, conduits, transformers, or related equipment;
- Telecommunications or fiber optic facilities;
- Utility vaults, meters, boxes, pedestals, or appurtenances; or
- Any other above-ground or below-ground utility improvement.

Any utility facilities installed within the Easement Area without the City's prior written approval shall constitute an unauthorized encroachment and a material breach of this Agreement. Upon written demand by the City, Owner shall remove such facilities and restore the Easement Area at Owner's sole expense. If Owner fails to remove the facilities within ten (10) days after written notice from the City, the City may remove the facilities and restore the Easement Area and recover from Owner all associated costs, expenses, attorney fees, and administrative costs, together with any applicable liquidated damages provided under this Agreement.

Owner acknowledges and agrees that this Agreement grants only temporary construction access rights and does not authorize, create, or imply any right to install, maintain, access, repair, replace, or operate utilities within the Easement Area now or in the future.

4. RESTORATION. Upon completion of construction or termination of this Agreement, whichever occurs first, Owner shall have no more than 10 days to:

a. Remove all construction equipment, materials, debris, and temporary improvements from the Easement Area;

b. Restore the Easement Area to a condition equal to or better than its condition prior to commencement of construction, as determined in reasonable discretion by the City;

c. Repair any damage to City property caused by Owner, its contractors, subcontractors, employees, agents, or invitees.

5. REMOVAL OF ENCROACHMENTS. Owner acknowledges that certain existing encroachments may presently exist upon the City Property, including but not limited to stairs, trampolines, fencing, landscaping, sheds, retaining walls, or other private improvements.

As a condition of this Agreement:

a. All existing encroachments located on City Property shall be completely removed by Owner no later than the completion of construction activities or the termination of this Agreement, whichever occurs first.

b. Owner shall restore all affected areas to a condition acceptable to the City.

c. Any encroachment remaining on City Property after completion of construction shall constitute a material breach of this Agreement.

d. If any encroachment remains after written notice from the City providing ten (10) days to cure, the City may, without further notice:

i. Enter upon the property and remove the encroachment;

ii. Dispose of the removed materials;

iii. Restore the affected area; and

iv. Recover from Owner all costs incurred by the City, including administrative expenses, engineering costs, contractor expenses, attorney fees, and collection costs.

e. The parties acknowledge that unauthorized private encroachments upon public property interfere with public use, create administrative burdens, and impair the City's ability to manage municipal property. Accordingly, in addition to the City's actual removal and restoration costs, Owner agrees that any encroachment remaining after the expiration of the cure period shall result in liquidated damages in the amount of **Fifty Thousand Dollars ($50,000.00)**. The parties agree that actual damages would be difficult to ascertain and that this amount represents a reasonable estimate of the damages and costs likely to be incurred by the City and is not intended as a penalty.

6. INSURANCE. Prior to entering the Easement Area, Owner shall provide proof of insurance acceptable to the City, including:

- Commercial General Liability coverage of not less than $1,000,000 per occurrence and $2,000,000 aggregate;
- The City named as an additional insured;
- Coverage maintained throughout the term of this Agreement.

7. INDEMNIFICATION. Owner shall indemnify, defend, and hold harmless the City and its officers, employees, agents, and elected officials from and against any and all claims, damages, liabilities, losses, costs, and expenses, including attorney fees, arising out of or related to Owner's use of the Easement Area.

8. NO PROPERTY RIGHTS CREATED. This Agreement grants only a temporary revocable easement and does not create any ownership interest, prescriptive right, permanent easement, license, or other property right in favor of Owner.

9. COMPLIANCE WITH LAW. Owner shall comply with all applicable federal, state, county, and municipal laws, regulations, permits, and ordinances.

10. DEFAULT. Failure by Owner to comply with any provision of this Agreement shall constitute a default. Upon default, the City may terminate this Agreement and pursue any remedy available at law or equity.

11. NO WAIVER. The failure of the City to enforce any provision of this Agreement shall not constitute a waiver of any future enforcement rights.

12. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any action arising out of this Agreement shall be exclusively in the District Court located in the county where the City is located.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings.

14. RECORDING. At the City's option, this Agreement or a memorandum thereof may be recorded against Owner's Property. Owner agrees to execute any documents reasonably necessary to effectuate such recording.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

"City"

FRUIT HEIGHTS CITY

ATTEST:

_____ By: _____

City Recorder Mayor Jeanne Groberg

"OWNER" Troy Hyde "CONTRACTOR" Martineau Homes

By: _____ By: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the _____ day of June, 2026, personally appeared before me Jeanne Groberg, who being duly sworn, did say that she is the Mayor of FRUIT HEIGHTS CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

_____
Notary Public

PROPERTY OWNER AND CONTRACTOR ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

[CORPORATE] On the _____ day of June, 2026, personally appeared before me who being by me duly sworn did say that is the of , and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.

[LLC] On the _____ day of June, 2026, personally appeared before me who being by me duly sworn did say that is the manager of , L.L.C., a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

[INDIVIDUAL] On the _____ day of June, 2026, personally appeared before me who being duly sworn, did say that is the signer of the foregoing instrument, who duly acknowledged to me that executed the same.

_____
Notary Public


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