FRUIT HEIGHTS CITY COUNCIL MEETING AGENDA

Notice is hereby given that the Fruit Heights City Council will hold a Council Work Session, and Regular City Council Meeting on **Tuesday, October 6, 2026,** at **Fruit Heights City Hall, 910 South Mountain Road, Fruit Heights, Utah**. Council Chambers. This public meeting will be held in-person and also transmitted via live video stream on the Fruit Heights YouTube Channel (https://www.youtube.com/@fruitheightscity9716/streams)

Participation in a public hearing portion of a meeting can be accomplished in either of the following ways: • During the meeting: address the Council when the item is called by the Mayor • Email: comments must be received by 5:00 pm on October 5, 2026 to the City Recorder; dfrandsen@fruitheights.gov. Emailed comments will be included in the public record and reviewed by the Council prior to the meeting.

COUNCIL WORK SESSION 6:15 PM

Planning Commission Discussion

REGULAR MEETING- 7:00 PM

1. CALL TO ORDER: Mayor Jeanne Groberg

1.1 Pledge of Allegiance (Blake)
1.2 Thought (David)
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-minute limit)**

5. PRESENTATIONS

5.1 YCC Report

6. DISCUSSION ITEMS

6.2 Survey
6.4 Fraud Risk Assessment
6.5 UDOT Maintenance Agreement

7. ACTION ITEMS

7.1 Clarification and Vote to Adopt Amended Title 10-11-25 Detached Accessory Dwelling Units DADU Ordinance2026-5.

7.2 UDOT Maintenance Agreement
7.3 City Council September 15, 2026 Meeting Minutes

8. TABLED ITEMS

8.1 Rezone approximately 0.701 acres from R-S-12 (Residential-Suburban) to R-3 (Multi-Family Residential) and approximately 0.255 acres from C-2 (Commercial) to R-3 (Multi-Family Residential). Properties located at 1207 South Main Street (Tabled on 8.4.26)

8.2 Rezone approximately 0.835 acres from C-2 (Commercial) to R-3 (Multi-Family Residential) Property located at 1112 S Lloyd Road. (Tabled on 8.4.26)

8.3 LRB Cemetery Financial Proposal (Tabled on 8.18.26)
8.4 Pickleball courts bids (Tabled on 9.15.26)

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

10. CALENDAR ITEMS

October 5-30, 2026, Community Survey
October 20, 2026, City Council Meeting
October 23 & 24 Fable Forest @ Gailey Trail 6-8 pm
October 27, 2026, Planning Commission Meeting

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. (Posted October 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

Council Member Moss Thoughts on an Alternate Planning Commissioner

Alternate Member

A. Establishment

There is hereby created the position of Alternate Member of the Fruit Heights City Planning Commission. The Planning Commission shall include one (1) alternate member in addition to the regular members authorized by this chapter.

B. Appointment and Term

1. **Appointment. The alternate member shall be appointed by the Mayor, with the advice and consent of the City Council, for a term of four (4) years.**
2. **Residency Requirement Relative to At-Large Commissioner. The alternate member shall reside in a voting district different from the district in which the at-large commissioner resides.**
3. **Initial Term Alignment. The first term of the alternate member shall expire on the next June 30 that results in a total term length of approximately four (4) years. The adjustment required to align the term with the June 30 appointment cycle shall not shorten or extend the term beyond what is reasonably necessary to achieve alignment.**
4. **Term Limits. No person shall serve more than two (2) terms as the alternate member, whether consecutive or nonconsecutive.**
5. **Eligibility to Fill Vacancies. A person serving as an alternate member may be appointed to fill the term of a planning commissioner who resigns before the end of their term, provided the appointment is consistent with district residency requirements applicable to that commission seat.**
6. **Service Limit After Full Alternate Term. No person who has served at least one (1) full term as the alternate planning commissioner may be appointed to more than one (1) term as a representative from their district or as an at large representative.**
7. **Reappointment. Reappointment after one (1) full term requires the advice and consent of the City Council.**

C. Transition Provision

Adjustment to the first term to align with the June 30 appointment cycle shall not require additional City Council action and shall be considered a full term for purposes of reappointment eligibility.

D. Duties and Authority

1. **The alternate member shall attend all Planning Commission meetings and participate in discussions.**
2. **The alternate member shall vote only when a regular member is absent, has recused themselves due to a conflict of interest, or when a vacancy exists.**
3. **When serving in place of a regular member, the alternate member shall have all rights, privileges, and responsibilities of a regular member.**

E. Qualifications

1. **The alternate member shall meet the same residency and eligibility requirements as regular Planning Commission members.**
2. **The alternate member shall complete any required training for Planning Commission service.**

Terms shall begin on July 1 and expire on June 30 four (4) years thereafter, unless otherwise adjusted to align with the appointment cycle.

All other sections of the current Planning Commission ordinance to remain in effect.

Council Member Moss Thoughts for Planning Commission

Chair

1. The Mayor shall appoint a Chair from among its regular members.
2. The Chair shall preside at all meetings of the Planning Commission and perform such other duties as may be prescribed by the Commission or by ordinance.

B. Vice-Chair

1. The Planning Commission shall elect a Vice-Chair from among its regular members.
2. The Vice-Chair shall perform the duties of the Chair in the Chair's absence or inability to act.

C. Election and Term

1. The office of Chair shall have a term limit of two (2) years, with a possible extension of one (1) year with the advice and consent of the Council.
2. Other officers shall serve for a term of two (2) years and may be re-elected.

Membership

The Planning Commission shall consist of the number of regular members established by ordinance, plus one (1) alternate member as provided in Section ...

Appointment

Members of the Planning Commission shall be appointed by the Mayor, with the advice and consent of the City Council.

Members must have been residents of the district they represent for at least one (1) year prior to their appointment.

Terms of Office

A. Length of Term

Each member of the Planning Commission shall be appointed for a term of four (4) years – beginning with appointments starting July 1, 2027.

B. Staggered Terms

Terms shall be staggered so that no more than a minority of Planning Commission seats expire in any given year, ensuring continuity of service and experience on the Commission.

C. Commencement and Expiration

Terms shall begin on July 1 and expire on June 30 four (4) years thereafter, unless otherwise adjusted to align with the appointment cycle.

D. Holdover Provision (Limited to Two Months)

A Planning Commission member may continue to serve after the expiration of their term for no more than two (2) months, and only until a successor has been appointed and qualified. No member may continue serving beyond this two-month holdover period.

E. Partial Terms

A person appointed to fill a vacancy shall serve for the remainder of the unexpired term. A partial term shall not count as a full term for purposes of term-limit calculations unless the appointee serves more than two (2) years of the remaining term.

F. Reappointments

All reappointments of Planning Commission members require the advice and consent of the City Council.

Vacancies

A vacancy occurring on the Planning Commission shall be filled by appointment of the Mayor, with the advice and consent of the City Council, for the remainder of the unexpired term. Service of more than two (2) years of a partial term shall count as a full term for purposes of term-limit calculations.

Removal and Attendance Requirement

Members of the Planning Commission may be removed by the Mayor, with the advice and consent of the City Council, for cause, including but not limited to malfeasance, neglect of duty, failure to attend meetings as required by City policy, or failure to maintain at least seventy-five percent (75%) attendance at meetings. The City Council may remove any Planning Commissioner, without cause, by a vote of at least 4 members of the Council.

3. The Planning Commission shall elect a Vice-Chair from among its regular members.
4. The Vice-Chair shall perform the duties of the Chair in the Chair's absence or inability to act.

C. Election and Term

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Planning Commission Structure and Historic Data

This research was compiled by reaching out to Mayors and Councilmembers in other cities, to our city attorney, to multiple ULCT staff with extensive career experience in the area of planning commissions, and by looking online at PC ordinances and rules in dozens of other cities in Utah.

The data table below was compiled by surveying the agenda record as posted on our city website for the last 10 years of PC meetings.

1. **Use of Districts for Planning Commissions:**
    - Q: Is it the norm?

        A: No. I only found one other city that uses districts; that city aligns their Planning Commission with their City Council districts.

        - Many cities use districts for City Council. Almost none use them for Planning Commission.
        - The reasoning is that Commissioners should be encouraged to think about the whole city, not just to "represent" their own area, the latter being a more political and possibly adversarial way of thinking.
2. **Length and number of terms used:**
    - Q: What length of term is standard?

        A: According to my research, 3-year terms are the most common. Some cities have 4-year terms. I found one city with 5-year terms and one with 2-year terms.

        - How long is the right amount to ask of volunteers?
    - Q: What number of terms is standard?

        A: I found an average limit of 2 or 3 (3-year) terms was the most common.
3. **Selection of Planning Commission Chair:**
    - Q: Do Mayors usually appoint the Chair? Is advice and consent needed?

        A: This is not done in any city I surveyed. Experts also told me it is not usually done this way.

        - Planning Commissions typically elect their own Chair and Vice Chair.

- Term length may be specified in code.

4. **Attendance Requirements:**
   - Q: What are typical attendance requirements?

     A: This varies somewhat and is often stated in terms of missing a certain number of meetings (such as 3) in a row, or 3 out of the last 7, for instance.
     - Our Commission meets 11 times per year (typically not in December). An expectation of 8 out of 11 meetings would equal 73% attendance.
     - If Zoom is an option, a provision might be made to allow for 2 zoom attendances per year, for example. This would help, but shouldn't be abused.

5. **Residency Requirement:**
   - Q: What is the typical residency requirement?

     A: That the person reside in the city.
     - Districts are not commonly used, therefore no district residency requirements are used. (Even the one city I found that uses districts did not have a related residency requirement)

6. **Advice and Consent required for Reappointment:**
   - Q: Is this typically required for a renewal (reappointment to an additional term)?

     A: Yes, it is common, according to those with experience.

7. **Extension period till replacement is found:**
   - Q: What period of time is typical?

     A: Varies. The shortest I found was 45 days. The longest, which was also the most common, was "until replacement is appointed".

8. **Use of Alternates on Planning Commissions:**
   - Q: Is it the norm?

     A: Some do, some do not use alternates. I found about as many that do as those that do not.

   Q: What would be the role and function of an Alternate?

   A: Most cities with alternates do not spell this out clearly in their code. In speaking with experienced planners and attorneys, they explain that an Alternate member should
   - Come to all meetings in order to be up to speed
   - Sit in the audience

- Not participate in the discussion or fill a seat on the rostrum unless needed to form a quorum.
- Not vote unless needed to form a quorum.

If an Alternate were to fill in any time even one member is absent, or participate in the discussion regularly, then they are simply acting as an additional regular member; we would have effectively just expanded the Commission to 6 instead of 5 active members.

Questions to consider:

- What problem are we trying to solve?
- If the problem is attendance, then is raising the attendance requirement from 60% to 73% (or 8/11 meetings) the first solution?
- Should we reexamine using districts at this point?
- What about having the Commission elect their own officers?
- Would volunteers want to be an alternate whose job it is to prepare and come to all meetings but very rarely speak or vote?

DATA

Record of PC Meetings Held:

(typically, a December meeting is not held, as it would fall in the holiday season, so 11 would normally be the maximum number of regular meetings per year).

	Not Held (reason not specified—could be for lack of quorum or for lack of business)	Held	Net percent canceled out of 11 (#canceled minus #extra added, out of 11)
2026	2	10 so far: 7 regular, 3 extra sessions	(111% held so far)
2025	6	5 regular meetings	55% (45% held)
2024	2	10: 9 regular, 1 extra session	9% (91% held)
2023	4	7 regular meetings	36% (64% held)
2022* Gen Plan year	1	12: 10 regular, 2 extra sessions	(109% held)

2021	1	10 regular	9% (91% held)
2020	2	9 regular	18% (82% held)
2019	4	7 regular	36% (64% held)
2018	2	9 regular	18% (82% held)
2017	3	8 regular	27% (73% held)
	Total canceled: 27	Total held: 87 (81 regular and 6 extra sessions)	19% (81% held) (87 held/107 regular meetings expected)

Over the last ten years (including this year), meetings have been held consistently, with 2025 as the outlier and only 2 other years at 64%. The other 7 years of the last 10 show that anywhere from 73-111% of meetings were held (not canceled) in Planning Commission.

- Cancellations may or may not have been for lack of quorum; they may also have been for lack of business.
- Planning Commission has rescheduled or held extra sessions as needed for business over the last ten years.

OFFICE OF THE
STATE AUDITOR

Questionnaire

Revised December 2020

Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking "Yes" on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked "Yes" and enter the total on the "Total Points Earned" line.
- Based on the points earned, circle/highlight the risk level on the "Risk Level" line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

Fraud Risk Assessment

Continued

*Total Points Earned: 330 /395 *Risk Level: Very Low > 355 | Low 316-355 | Moderate 276-315 | High 200-275 | Very High < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	X	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	X	5
b. Procurement?	X	5
c. Ethical behavior?	X	5
d. Reporting fraud and abuse?		5
e. Travel?	X	5
f. Credit/Purchasing cards (where applicable)?	X	5
g. Personal use of entity assets?	X	5
h. IT and computer security?	X	5
i. Cash receipting and deposits?	X	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	X	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	*	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	X	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	X	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	X	20
7. Does the entity have or promote a fraud hotline?		20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?		20

*Entity Name: FRUIT HEIGHTS CITY

*Completed for Fiscal Year Ending: 6/30/2026 *Completion Date: 8/1/2026

*CAO Name: _____ *CFO Name: DARREN FRANDSEN

*CAO Signature: _____ *CFO Signature: Darren Frandsen

*Required

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered "Yes" or "No" with mitigating controls ("MC") in place, or "N/A," the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered "Yes." 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

☹ If any of the questions were answered "No," and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity's governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity's place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	X			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".	X			
4. Are all the people who have access to blank checks different from those who are authorized signers?	X			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?			X	
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?			X	
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	X			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".			X	
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	X			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

* MC = Mitigating Control

STREET LIGHTING MAINTENANCE COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") made and entered into this _____ day of _____, 20___, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT", and Fruit Heights City Corporation, hereinafter referred to as the "CITY".

RECITALS

WHEREAS, UDOT is installing roadway lighting facilities on SR-273 between Milepost 0.1 and Milepost 1.03 in Fruit Heights City, Utah, identified as SR-273; MP 0.1-2.1, Street Lighting, hereinafter referred to as the "Project"; and

WHEREAS, UDOT and the **CITY** desire to enter into this COOPERATIVE AGREEMENT for the ownership, operation, and maintenance of said lighting facilities;

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions under which ownership and maintenance responsibilities shall be transferred.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. Upon final acceptance of the Project by **UDOT**, ownership of the roadway lighting facilities installed as part of the Project shall transfer to the CITY. The lighting facilities include, but are not limited to poles, luminaires, foundations, conductors, service equipment, and associated appurtenances.

2. Upon final acceptance of the Project by **UDOT**, when the light unit is mounted on UDOT traffic signal poles **UDOT** will remain the owner of the light unit, traffic signal and all appurtenances associated to the said signal and will arrange for electrical hookup and will thereafter maintain, provide electric power, and renew said signal and appurtenances at no cost to the **CITY**.

3. Upon transfer of ownership:

a. **CITY** shall provide and pay for all electrical power associated with the lighting facilities.

b. **CITY** shall own and be responsible for all future operation, maintenance, repair, and replacement of the lighting facilities at no cost to **UDOT**.

c. **CITY** shall maintain the lighting facilities in a safe and operational condition.

d. **CITY** shall comply with applicable laws, regulations, and standards governing roadway lighting maintenance.

e. **CITY** shall be responsible for repairing or replacing lighting facilities damaged by traffic accidents, vehicle impacts, vandalism, theft, or other causes. The **CITY** shall have the sole right to pursue and recover restitution, damages, or reimbursement directly from responsible parties, their insurers, or any other liable entity for such damages.

f. **CITY** shall be solely responsible for registering the lighting facilities and associated underground facilities with Blue Stakes of Utah and any successor utility notification center. The **CITY** shall also be responsible for locating, marking, and protecting the underground facilities associated with the lighting system in response to excavation notices and utility locate requests.

4. The **CITY** shall be responsible for obtaining any permits required for maintenance activities occurring within **UDOT** right-of-way and shall comply with applicable **UDOT** permit requirements and traffic control standards.

5. Should circumstances of installation, ownership limits, or maintenance responsibilities be different than those expressed herein, a Supplemental Agreement to this Agreement will be written to cover such changes.

6. **UDOT** and the **CITY** are both governmental entities subject to the Utah Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

7. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.

8. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

9. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.

10. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.

11. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction, or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

12. Each party represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

By: _____

Title: _____

Date: _____

FRUIT HEIGHTS CITY CORPORATION

By: _____

Title: _____

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
PROJECT MANAGER

Date: _____

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
REGION DIRECTOR

Date: _____

APPROVED AS TO FORM:

The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

UDOT COMPTROLLER'S OFFICE

By: _____
CONTRACT ADMINISTRATOR

Date: _____

10-11-25. DETACHED ACCESSORY DWELLING UNITS Updated 9.30.29

(A) Purpose. The purpose of this Chapter is to establish standards for Detached Accessory Dwelling Units ("DADUs") consistent with applicable Utah law and to provide reasonable opportunities for additional residential housing while protecting public health and safety, existing neighborhoods, property rights, public utilities, and municipal infrastructure.

(B) Definitions. For purposes of this Chapter:

(1) "Accessory Dwelling Unit" or "ADU" means a residential dwelling unit that is subordinate to a single-family dwelling and provides complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

(2) "Detached Accessory Dwelling Unit" or "DADU" means an Accessory Dwelling Unit located in a building or structure that is physically detached from the Single-Family Dwelling located on the same Lot or Parcel.

(3) "Owner" means a person holding legal or equitable title to the Lot or Parcel upon which the Single-Family Dwelling and DADU are located.

(4) "Primary Dwelling" or "Single-Family Dwelling" means the detached single-family dwelling located on the same Lot or Parcel as the DADU.

(5) "Lot or Parcel" means a legally established lot or parcel of real property.

(6) "Fire Code" means currently Adopted International Fire Code.

(7) "Patio" means a flat, outdoor ground level area usually constructed of concrete, stone, tile, etc.

(8) "Deck" means an outdoor raised platform attached to a house. Usually constructed of wood, composite material, tile, etc.

(9) "Balcony" means an elevated platform that sticks out from the outside wall of a building on an upper floor and has a railing or wall around it.

Terms not specifically defined in this Chapter shall have the meanings established elsewhere in this Title or under applicable state law.

(C) DADU as a Permitted Use.

(1) A Detached Accessory Dwelling Unit shall be permitted on a Lot or Parcel when:

(a) the Lot or Parcel contains at least 11,000 square feet;

(b) the Lot or Parcel contains a legally established Single-Family Dwelling;

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(c) a Single-Family Dwelling is a permitted use within the applicable zoning district;

(d) the DADU satisfies the requirements of this Chapter and all other applicable provisions of federal, state, and local law; and

(e) the Owner obtains all required administrative approvals, building permits, and other permits required by the City.

(2) A DADU meeting the requirements of this Chapter shall be reviewed administratively as a permitted use and shall not require a conditional use permit when located within a primarily residential zone.

(D) General Development Standards. A DADU shall comply with the following standards:

(1) No more than one Accessory Dwelling Unit, whether attached, internal, or detached, shall be permitted on a Lot or Parcel.

(2) A DADU:

(A) shall be located on the same Lot or Parcel as the Primary Dwelling;

(B) shall not be located within the front-yard area of the Lot or Parcel;

(C) shall not be located within a public utility easement or other recorded easement unless the terms of the easement expressly permit the structure and use and all persons having rights under the easement have provided any consent required by law; and

(3) A DADU shall not be larger in gross floor area than the Single-Family Dwelling located on the same Lot or Parcel.

(4) A DADU shall comply following:

(A) Building Height - no more than 16 feet measured from the average grade of the ground immediately surrounding the DADU. A DADU built over a garage will be allowed to increase in height 1 foot for every 1 foot additional side and rear setback up to a maximum height of 25 feet. The additional height allowance can only be applied to a unit over a garage and cannot be construed to allow a two story DADU.

(B) Structure Dimensions - Single story with a maximum gross square footage of 800 and a minimum of 350 square feet;

(C) A DADU built over a detached garage shall not exceed 400 square feet, and the garage footprint shall not exceed 800 square feet for a total of 1,200 square feet of floor space for the structure. When placed over a garage, the DADU cannot exceed the maximum height of 25 feet after all other setback requirements have been applied. (D) The maximum coverage of a rear yard shall not exceed 50% impervious

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surface. All water shall be contained on the property and not be allowed to drain onto neighboring properties. See City Code Section 10-11-16.

(E) A DADU shall be designed and located to avoid an excessive continuous wall of building mass along an adjacent residential property line. No exterior wall of a DADU located within 15 feet of a side or rear property line shall exceed 25 feet in continuous length without an architectural break, offset, change in building plane, or other measurable variation in the wall plane. Any required architectural break shall provide a minimum horizontal or recessed offset of 2 feet.

(F) A DADU shall not exceed the height of the primary dwelling by more than 20%, and in no case shall it exceed the maximum height limitations described in this chapter.

(G) The property owner will build a 6' privacy fence along any side or rear property line where a DADU is constructed. ~~6' privacy fence shall separate any side or rear property line where a DADU is constructed.~~

(5) Setbacks. A DADU shall comply with applicable setback requirements established by the City.

(A) Minimum setback from both side and rear yard property line shall be 10 feet to the foundation.

(B) Separation between the primary structure and the DADU must be a minimum 6 feet including the eaves and no more than 15'.

(E) Design.

(1) To the extent permitted by Utah Code §§ 10-21-304, and 10-20-618, a DADU shall be designed in a manner consistent with the design of the Single-Family Dwelling located on the same Lot or Parcel.

(2) A DADU shall provide a kitchen, a sleeping area, and a bathroom with a toilet, sink, tub/shower that are separate from those provided within the primary dwelling unit. The international Building Code will be used to define what constitutes various rooms in the DADU.

(3) Where a DADU façade is located within 15 feet of an adjacent residential property line, windows directly facing the adjacent property shall be designed to limit direct views into the adjacent property through fixed translucent glazing, or obscured glazing that prevents direct view into neighboring property. Nothing in this provision shall prohibit windows required for emergency egress under applicable building or fire code. (Attorney advises to remove)

(4) Decks and Balcony requirements:

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a. Decks can project into the required setback no more that 2', and cannot exceed a height of 2' above grade. A deck with a covered roof must meet the same setback as the DADU.
b. Patios can project a maximum of 5 feet into the required setback. A patio with a covered roof must meet the same setback as the DADU. Rooftop patios are not permitted.
c. Balconies cannot extend into a required setback, and cannot extend more than 5' from any exterior wall of the DADU. Balconies are not permitted on a DADU above a garage.

(F) Parking.

(1) For a DADU containing less than 650 square feet of gross floor area, one on-site parking space is required for the DADU.

(2) For a DADU containing 650 square feet or more of gross floor area, two on-site parking spaces are required to the DADU.

(3) Required DADU parking spaces shall be provided on the same Lot or Parcel as the DADU, and shall be in addition to required parking for the primary dwelling. All Required parking shall not impede ingress and egress access to the DADU. All parking for the DADU shall be available for parking and shall not be blocked or otherwise unavailable due to storage of materials or for any other reason.

(4) On street parking cannot be counted as required parking for the DADU. Other parking impacts such as winter parking conditions, street safety, and neighborhood congestion shall be considered.

(5) If an existing detached garage is converted to a DADU, any parking spaces required for the Primary Dwelling that were previously provided within the detached garage shall be replaced on-site. Replacement parking is separate from parking required for the DADU itself.

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(G) Owner Occupancy.

(1) The Owner of a Lot or Parcel containing a DADU shall occupy as the Owner's primary residence either:

(A) the Single-Family Dwelling; or

(B) the DADU.

(2) The Owner may not simultaneously rent both the Single-Family Dwelling and the DADU while residing at another location.

(3) Prior to issuance of final approval or a certificate of occupancy for a DADU, the City will require the Owner to execute an affidavit stating that the property will be used

as their primary residence. The affidavit shall be recorded at the Davis County Recorders Office by the City.

(4) Shared Ownership Prohibited. The parcel whereby a primary dwelling and an ADU are located must be owned by the same legal owner.

(5) The City may require reasonable periodic certification of continued compliance with the owner-occupancy requirement to the extent permitted by law.

(6) Owner occupancy may be temporarily waived when the owner is absent due to a bona fide temporary leave of not more than 2 years for a job assignment, sabbatical, or voluntary service. During such absence either the primary home or the DADU can be rented to one family, but the other unit must not be rented.

(H) Rental Restrictions.

(1) A DADU may not be rented, leased, offered, or otherwise occupied for compensation for a period of less than 60 consecutive days.

(2) A DADU may not be used as a short-term or nightly rental in violation of this Section.

(3) The primary dwelling and the DADU shall share the same address with the addition of unit "B".

(4) Mobile homes, recreational vehicles, camp trailers, and shipping containers shall not be used as a DADU.

(5) A DADU is not allowed on any lot that contains multifamily dwellings.

(6) Nothing in this Section shall prohibit the Owner from allowing occupancy without compensation to the extent otherwise permitted by law.

(I) Building, Health, and Fire Codes.

(1) Every DADU shall comply with all applicable:

(A) building codes;

(B) fire codes;

(C) health codes;

(D) electrical codes;

(E) plumbing codes;

(F) mechanical codes; and

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(G) other applicable construction and life-safety requirements.

(2) No DADU may be occupied until all required inspections have been completed and the City has issued a certificate of occupancy or other required authorization for residential occupancy. If an existing structure being converted to a DADU cannot meet all of the above stated building codes, the permit shall not be issued.

(J) Utilities and Infrastructure.

(1) The primary dwelling and ADU shall connect to the same water and sewer utility lines as the primary dwelling.

(2)Municipal billing shall be directed to the property owner, and the owner shall be solely liable for municipal bills issued.

(3) Owner will be billed for each separate dwelling on the property on the same bill. Monthly bill will include the following:

(A) Water: Billed at the monthly base rate times the number of units. Overage credit will be given for each unit.

(B) Sewer: Billed the monthly rate times the number of units.

(C) Garbage: Billed for the number of cans on the property.

(D) Storm Water: Billed the monthly rate times the number of units.

(E) Transportation Utility Fee (TUF): Billed the monthly rate times the number of units.

(4) A DADU shall have adequate access to all utility services required by applicable law and City ordinance.

(5) The City may deny an application for a DADU if the DADU will not have adequate access to a required utility service that constitutes a project improvement, including:

(A) sanitary sewer;

(B) culinary water;

(C) electrical service; or

(D) stormwater facilities.

(6) The City may deny an application for a DADU if a utility service that constitutes a system improvement and to which the DADU is required to connect lacks sufficient capacity to support the addition of the DADU. If the primary dwelling is served by a septic tank, a DADU is prohibited.

(7) The determination of adequate utility access or system capacity shall be made by the City Engineer, Public Works Director, applicable utility provider, or other City officials designated by the City.

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(8) The applicant shall be responsible for constructing or providing any lawful project improvements necessary to serve the DADU.

(9) Nothing in this Chapter requires the City to construct, enlarge, or fund a system improvement solely to provide capacity for a proposed DADU.

(K) Conversion of Existing Accessory Structures.

(1) The Owner of a legally constructed accessory structure may apply to convert the accessory structure into a DADU. Current building codes and zoning requirements will be applied at the time of conversion.

(2) Conversion of an existing accessory structure to a DADU shall be reviewed administratively.

(3) An accessory structure proposed for conversion shall comply with applicable:

(A) dwelling setback requirements;

(B) accessory structure setback requirements;

(C) building codes;

(D) health codes;

(E) fire codes; and

(F) other requirements authorized by state law.

(4) The fact that an accessory structure was legally constructed does not, by itself, establish that the structure complies with the requirements applicable to residential occupancy.

(5) The Owner shall obtain all permits and complete all improvements necessary to convert the structure to lawful residential occupancy before the structure may be occupied as a DADU.

(6) If the accessory structure is a detached garage, the Owner shall provide any replacement parking required under Section 10A-11-25(f).

(L) Application and Administrative Review.

(1) An Owner seeking approval of a DADU shall submit an application to the City on a form established by the City.

(2) The application may require information reasonably necessary to determine compliance with this Chapter, including:

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(A) a site plan showing all existing and proposed structures;

(B) property boundaries;

(C) building setbacks;

(D) easements;

(E) proposed DADU floor area;

(F) building height and dimensions;

(G) parking locations;

(H) utility connections;

(I) building plans as required by applicable building codes;

(J) evidence that the existing Single-Family Dwelling and any structure proposed for conversion were legally established;

(K) an owner-occupancy certification;

(L) Lot coverage calculations.

(3) The Land Use Authority shall approve an application that complies with this Chapter and other applicable law.

(4) The Land Use Authority may deny an application only upon determining that the application fails to comply with an applicable requirement of this Chapter, the City Code, or state or federal law.

(5) A denial shall identify the basis for denial with sufficient specificity to allow the applicant to determine the requirements necessary for approval.

(M) Separate Ownership and Subdivision Prohibited. A DADU shall remain accessory to the Primary Dwelling and shall not be:

(1) separately subdivided from the Primary Dwelling;

(2) separately conveyed from the Primary Dwelling; or

(3) converted into a separate legal lot or parcel,

except as otherwise expressly permitted by applicable state law and the City's subdivision ordinances.

(N) Compliance and Enforcement.

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(1) A DADU shall at all times be maintained and occupied in compliance with this Chapter and all other applicable laws.

(2) The establishment or occupancy of a DADU contrary to this Chapter constitutes a violation of the City Code and may be enforced through any civil, administrative, or other remedy available to the City.

(3) Enforcement of this Chapter shall be conducted in accordance with applicable state law.

(O) Existing Development Agreements. Nothing in this Chapter supersedes a prohibition or restriction on Detached Accessory Dwelling Units contained in a development agreement signed by the City on or before May 6, 2026, to the extent the prohibition or restriction is protected by Utah Code § 10-21-304.

(P) The construction of a DADU cannot render a neighbor's existing zoning rights invalid. Additional setbacks may be required to accommodate such zoning rights. Example could include but not are not limited animal keeping including chickens, goats, cows, etc., agricultural buildings, and outdoor storage of agricultural products.

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FRUIT HEIGHTS CITY ORDINANCE

ORDINANCE NO. 2026-05

AN ORDINANCE OF THE FRUIT HEIGHTS CITY COUNCIL ADOPTING REGULATIONS FOR TITLE 10-11-25 DETACHED ACCESSORY DWELLING UNITS (DADUs).

WHEREAS, the Fruit Heights City Council has determined that establishing regulations for Detached Accessory Dwelling Units (DADUs) will promote the public welfare and provide clear standards for the development and use of such units within the City; and

WHEREAS, the Planning Commission held a public hearing on September 22, 2026, to consider the adoption of this ordinance and forward a recommendation regarding the same to the City Council; and

WHEREAS, the City Council has determined that adoption of this ordinance is appropriate and will benefit the residents of the City.

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

Section 1. **Adoption** The Fruit Heights City Code is hereby amended to establish regulations and standards **for Title 10-11-25 Detached Accessory Dwelling Units (DADUs)**. See Attachment.

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

Section 3. **Effective Date** This ordinance shall take effect immediately upon its passage.

PASSED AND APPROVED this _____ day of September 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 September 2026

ATTEST:

RECORDED this _____day of September 2026 Hailee Ballingham, City Deputy Recorder