



CLEARFIELD CITY COUNCIL  
AGENDA AND SUMMARY REPORT  
May 12, 2026 - WORK MEETING

*Meetings of the City Council of Clearfield City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207 as amended. In such circumstances, contact will be established and maintained via electronic means and the meetings will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.*

55 South State Street  
Third Floor  
Clearfield, Utah

**6:00 P.M. WORK MEETING**

Discussion on a Proposed Amendment to the Wilcox Farms Subdivision Development Agreement to Include Garage Dimension Parking Standards and Home Plan Distribution Requirements

Discussion of the Dispatch Agreement with Layton City for the Davis County North End Consolidation

Discussion of the 2026 Fraud Risk Assessment

Discussion of the City's Proposed Data Privacy Program in Accordance with Applicable Provisions of State Law

Department Updates

*(Any item not fully addressed prior to the Policy Meeting will be addressed in a Work Meeting immediately following the Policy Meeting)*

**\*\*ADJOURN THE CITY COUNCIL WORK MEETING\*\***

Posted May 7, 2026.

/s/Chersty Titensor, Deputy City Recorder

The City of Clearfield, in accordance with the 'Americans with Disabilities Act' provides accommodations and auxiliary communicative aids and services for all those citizens needing assistance. Persons requesting these accommodations for City sponsored public meetings, service programs or events should call Nancy Dean at 801-525-2714, giving her 48-hour notice.

The complete public notice is posted on the Utah Public Notice Website - [www.utah.gov/pmn/](http://www.utah.gov/pmn/), the Clearfield City Website - [ClearfieldCityUT.gov](http://ClearfieldCityUT.gov), and at Clearfield City Hall, 55 South State Street, Clearfield, UT 84015. To request a copy of the public notice or for additional inquiries please contact Nancy R. Dean at Clearfield City, [nancy.dean@clearfieldcityut.gov](mailto:nancy.dean@clearfieldcityut.gov) & 801-525-2714

**TO:** Mayor Shepherd and City Council Members

**FROM:** Tyson Stoddard, Planner

**MEETING DATE:** May 12, 2026

**SUBJECT:** Amendment to the Wilcox Farms Subdivision Development Agreement to include garage dimension parking standards and home plan distribution requirements.

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**RECOMMENDED ACTION**

Discuss the proposed amendments to the Wilcox Farms Subdivision Development Agreement.

**DESCRIPTION / BACKGROUND**

Due to unique lot depth constraints specific to the subdivision, the City is initiating a development agreement (DA) amendment request to provide garage dimension requirements specific to the Wilcox Farms development.

Following the Second Amendment to the Wilcox Farms DA, Lennar Homes began building in the community, with ten (10) homes currently under construction or recently completed. During the construction process, it was determined that the development agreement needed to be amended to include garage dimension standards due to a deviation from Clearfield City Code private garage dimension requirements. The key issue results from stair structures that are provided from the garage floor to the main floor of the homes. Because of the elevation difference, the stairs include multiple risers with the structure encroaching into the parking area on one side of the garage.


**Amendment Request**

The proposed amendments are included in the attachments of the staff report and a summary outline is provided below.

**1. Defined Terms.** Two additional definitions are added to the agreement for “Gross Interior Garage Dimensions” and “Unobstructed Garage Parking Area”.

**2. Garage Dimension Requirements.** Garage dimension requirements are provided, depending on the size of the building footprint and specific subdivision lots.

- Gross Interior Garage Dimension minimum requirement of 20’ wide by 20’ deep.
- Minor obstructions permitted on some lots, provided that the obstructed side maintains a parking



depth of 17'4" or in some cases, 17'10".

· As-built plans required for the ten homes currently under construction or recently completed, demonstrating functional parking as outlined in the amendment.

**3. Plan Distribution.** A plan distribution section is added to the Pattern Book to ensure there is not an over-concentration of any single home plan in the development of the remaining lots.

### **CORRESPONDING POLICY PRIORITIES**

- Improving Clearfield's Image, Livability, and Economy

The proposed amendments maintain functional off-street parking within a small-lot single-family subdivision with unique lot depth constraints and establish home plan distribution requirements to promote architectural variation and neighborhood balance.

### **HEDGEHOG SCORE**

Not considered

### **FISCAL IMPACT**

Not considered


### **ALTERNATIVES**

Following the Planning Commission recommendation and required public hearings, the City Council will have the following decision options.

1. **Approve** the Development Agreement Amendment request.
2. **Deny** the Development Agreement Amendment request.
3. **Table** the Development Agreement Amendment request to a specific meeting date to allow for additional information and time to consider the request.

### **SCHEDULE / TIME CONSTRAINTS**

- May 12, 2026- City Council Work Session
- May 20, 2026- Public Hearing and Planning Commission Recommendation

- 
- May 26, 2026- Public Hearing and City Council Policy Session

**LIST OF ATTACHMENTS**

- Third Amendment to Wilcox Farms Development Agreement DRAFT
- Amended Exhibit C-2 DRAFT

**WHEN RECORDED,  
RETURN TO:**

c/o Clearfield City Corporation  
55 South State Street  
Clearfield, Utah 84015  
Attention: Tyson Stoddard

Tax ID Nos.: 12-960-0101 to 0168, 12-391-0024, 12-065-0186, 12-065-0207, 12-065-0086 and 12-065-0206

**THIRD AMENDMENT TO  
DEVELOPMENT AGREEMENT  
*for*  
WILCOX FARMS SUBDIVISION  
*between*  
CLEARFIELD CITY CORPORATION  
*and*  
LHM DEV WLX, LLC**

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (this “Third Amendment”) is entered as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between CLEARFIELD CITY CORPORATION, a Utah municipal corporation (the “City”), and LHM DEV WLX, LLC, a Utah limited liability company, as successor-in-interest to Discovery Development, LLC (“Developer”). City and Developer are hereinafter sometimes referred to individually as a “Party”, and collectively, as the “Parties.”

**RECITALS**

WHEREAS, Discovery Development, LLC, a Utah limited liability company (“Discovery Development”) and the City entered into that certain Development Agreement for Wilcox Farms Subdivision dated as of May 16, 2022, recorded on May 18, 2022, as Entry No. 3477617, Book 8012, Pages 344-387 in the Official Records of Davis County, Utah (the “Development Agreement”); and

WHEREAS, LHM DEV WLX, LLC, a Utah limited liability company (“Developer”), succeeded to all of Discovery Development’s rights, title and interest as Developer under the Development Agreement; and

WHEREAS, pursuant to the Development Agreement, Developer is developing certain properties situated in Clearfield City, Davis County, Utah, located at approximately 1550 South 1000 West, Clearfield, Utah, as more particularly described in the Development Agreement (the “Properties”); and

WHEREAS, Developer and the City entered into that certain Amendment to the Development Agreement dated June 11, 2025, recorded as Entry No. 3624142, Book 8783, Pages 284-303 in the Official Records of Davis County, Utah (the “Amendment,” which constitutes the “First Amendment” to the Development Agreement); and

WHEREAS, Developer and the City entered into that certain Second Amendment to the Development Agreement dated October 31, 2025, recorded as Entry No. 3644892, Book 8884, Pages 1701-1712 in the Official Records of Davis County, Utah (the “Second Amendment”); and

WHEREAS, the City, acting pursuant to its authority under Title 10, Chapter 20 of the Utah Code Annotated, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the development of the Properties, and in the exercise of its legislative discretion has identified the legal requirement to amend the Development Agreement; and

WHEREAS, the Parties now desire to enter into this Third Amendment to the Development Agreement, on the terms and conditions more particularly set forth herein.

## AGREEMENT

NOW, THEREFORE, in consideration of the Properties and the terms and conditions herein stated and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto, it is agreed as follows:

1. **Recitals; Capitalized Terms.** Except as expressly amended hereby, the foregoing Recitals are hereby incorporated into this Agreement by reference. All capitalized terms used herein but not defined herein shall have the meaning ascribed in the Development Agreement.

2. **Amendment to Section 1, “Definitions.”** Section 1 of the Development Agreement, “Definitions,” is hereby amended to include the following additional definitions:

“*Gross Interior Garage Dimensions*” means the interior dimensions of the garage, measured wall to wall.

“Unobstructed Garage Parking Area” means the parking area within the interior of the garage that is free from obstructions including but not limited to stairs, mechanical equipment, or structural appendages.

3. **Amendment to Section 2, “Development of the Properties.”** Section 2 of the Development Agreement, “Development of the Properties,” is hereby amended by adding subsection “K” as follows:

K. Due to unique lot depth constraints specific to the development, the garage dimension requirements of the Residential Units shall be as follows:

- (i) Residential Units shall have Gross Interior Garage Dimensions of no less than twenty feet (20’) wide by twenty feet (20’) deep. The Unobstructed Garage Parking Area shall comply with subsections (ii), (iii), and (iv) below.
- (ii) Residential Units with a building footprint length greater than fifty-one feet, six inches (51’6”), as shown on approved building plans and measured from the exterior face of the front foundation wall to the exterior face of the rear foundation (excluding the front porch), may include minimal obstructions within the garage, provided that:
  - the obstruction encroaches into only one of the required parking spaces; and
  - a minimum unobstructed parking depth of no less than seventeen feet, four inches (17’4”) is maintained on the single parking space identified to have an obstruction.
- (iii) Residential Units with a building footprint length of fifty-one feet, six inches (51’6”) or less, as shown on approved building plans and measured from the exterior face of the front foundation wall to the exterior face of the rear foundation (excluding the front porch), may include obstructions within the garage, provided that the obstruction does not encroach into a required Unobstructed Garage Parking Area of twenty feet (20’) wide by twenty feet (20’) deep.

Notwithstanding the foregoing, the following lots are exempt from the required Unobstructed Garage Parking Area of twenty feet (20’) wide by twenty feet (20’) deep and shall instead maintain a minimum unobstructed parking depth of seventeen feet, ten inches (17’10”) on an obstructed side and twenty feet (20’) on the non-obstructed side.

- Lots 141, 142, 143, 144, 145, 146, 147, and 148 of Wilcox Farms Residential Subdivision, Phase 1
- Lots 241, 242, and 243 of Wilcox Farms Residential Subdivision, Phase 2

(iv) Notwithstanding subsections (i) through (iii), the garage configurations for the following Residential Units, which are at various stages of construction as of the date of this amendment, shall be deemed compliant with this Agreement, provided that as-built plans are submitted to and approved by the City demonstrating that the constructed garage conditions provide functional parking, as described in sections (i), (ii), or (iii) above, as determined by the City.

- Lots 131, 132, 133, 134, 135, 136, 137, 138, 139, and 140 of Wilcox Farms Residential Subdivision, Phase 1

Submission and City approval of the as-built plans shall be required prior to issuance of a certificate of occupancy for each Residential Unit.

4. **Amendment to Exhibit “C-2.”** Exhibit “C-2” of “Pattern Book” as attached to the Second Amendment to the Development Agreement is hereby amended with the addition of a section entitled “Plan Distribution” attached hereto and incorporated herein.

5. **Full Force and Effect.** Except to the limited extent expressly amended by this Third Amendment, the Development Agreement, First Amendment, and Second Amendment shall remain and continue in full force and effect in accordance with its terms.

*[Signatures on Following Pages]*



CLEARFIELD CITY CORPORATION,  
a Utah municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

# EXHIBIT C-2:

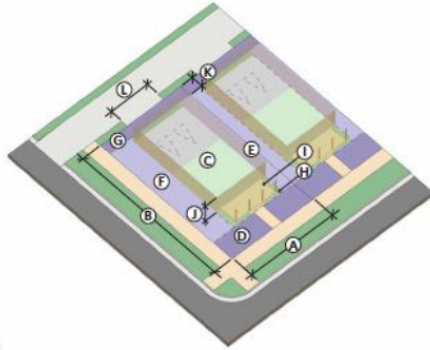
## OVERVIEW

The goal of this section is to establish the framework on which the Wilcox Farms community will be built. To this end, this section details the necessary standards to create neighborhoods of distinction. The pages immediately following this overview describe the visions for the Wilcox Farms neighborhood and how these will be accomplished through the use of architectural styles. This section also provides definitions and standards for how buildings are to be placed on their lots in order to both address the street in a neighborly way and prioritize the people-oriented parts of the façade.

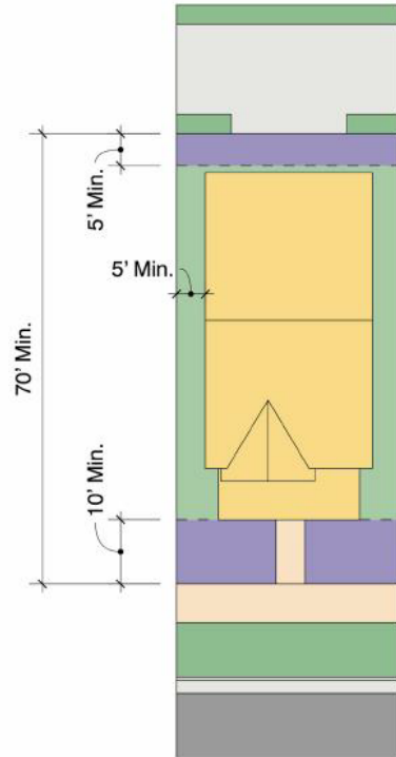
### PLAN DISTRIBUTION - REMAINING 73 LOTS

The remaining seventy-three (73) Residential Units as of the date of the Third Amendment to the Development Agreement shall be developed in a manner that avoids an undue concentration of any single home plan. Each approved home plan shall be represented on not less than twenty percent (20%) of the remaining vacant lots, unless otherwise approved by the City. This provision is intended to establish a reasonable and balanced distribution framework while allowing for administrative flexibility in response to market conditions and project completion needs.

# BUILDING PLACEMENT REQUIREMENTS

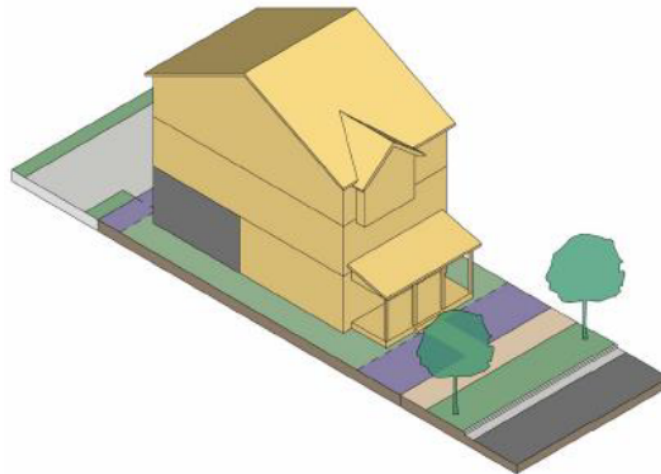


Typical Lot Size		
A	Width	35 — 45 ft.
B	Depth	70 ft. min.
C	Area	2,450 sf min.
<b>Setbacks</b>		
D	Front	10 ft. min.
E	Side	5 ft. min.
F	Corner Side	10 ft. min.
G	Rear	5 ft. min.
<b>Facade Zone</b>		
H		10 ft.
<b>Porch Encroachments</b>		
I		4 ft.
<b>Height</b>		
J		2 - 3 stories
<b>Garage Setback</b>		
K		5 ft. min.
<b>Maximum Driveway Approach Cut Width</b>		
L		20 ft.
<b>Above Ground Livable Area</b>		
		1,100 sf min.



FRONT & REAR SETBACKS

\* 10 ft. corner side lot setback only applies to dedicated city streets. Lots on corners of private streets and alley's will have typical side setback of 5 ft.



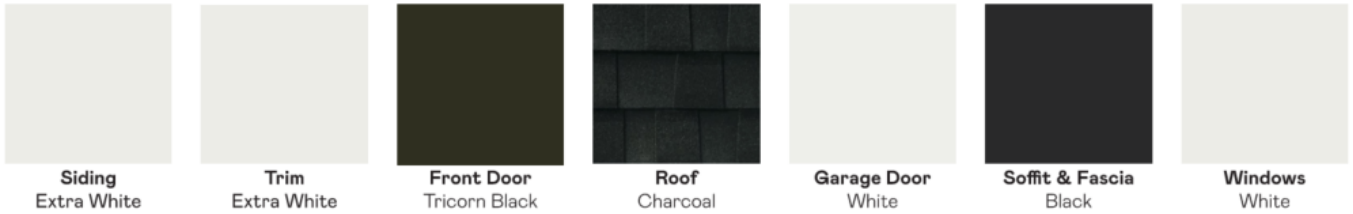
# STREETSCAPE EXAMPLE



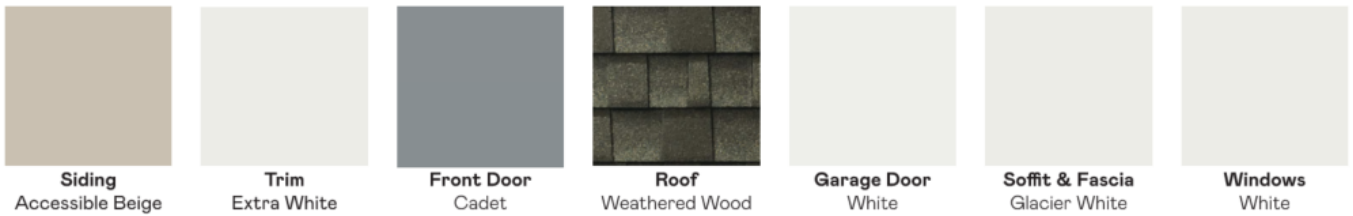
# TYPICAL ARCHITECTURE



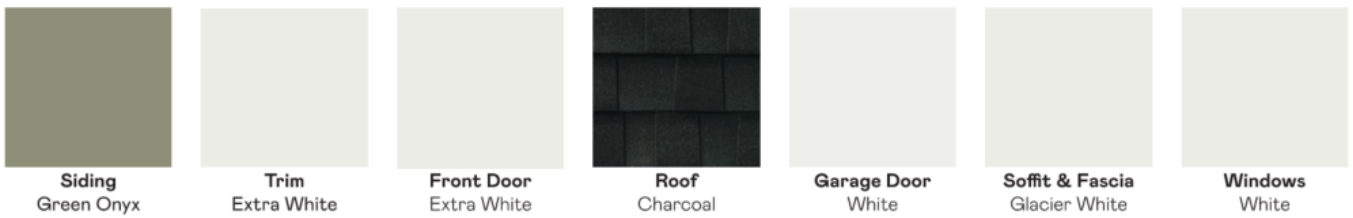
## Scheme 1



## Scheme 2




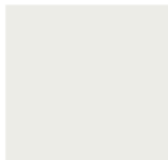

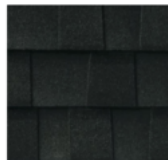
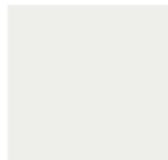
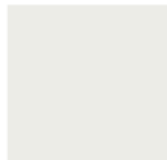
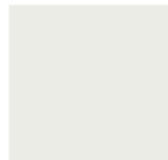
## Scheme 3



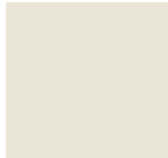
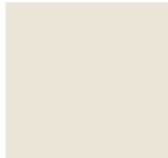




## Scheme 4




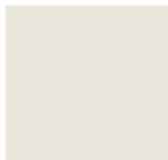
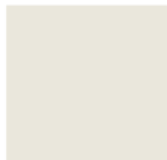
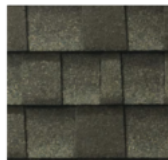
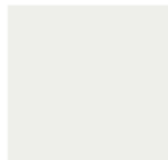
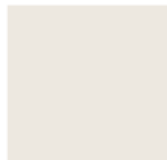
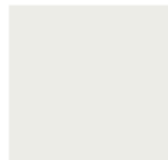
### Scheme 5

						
<b>Siding</b> Argos	<b>Trim</b> Extra White	<b>Front Door</b> Grizzle Gray	<b>Roof</b> Charcoal	<b>Garage Door</b> White	<b>Soffit &amp; Fascia</b> Glacier White	<b>Windows</b> White


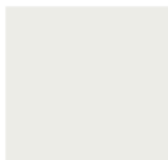

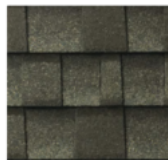

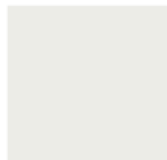
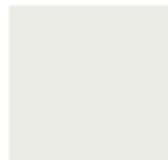
### Scheme 6

						
<b>Siding</b> Creamy	<b>Trim</b> Creamy	<b>Front Door</b> Keystone Gray	<b>Roof</b> Weathered Wood	<b>Garage Door</b> Taupe	<b>Soffit &amp; Fascia</b> Teakwood	<b>Windows</b> Taupe

### Scheme 7

						
<b>Siding</b> Messenger Bag	<b>Trim</b> Alabaster	<b>Front Door</b> Alabaster	<b>Roof</b> Weathered Wood	<b>Garage Door</b> White	<b>Soffit &amp; Fascia</b> Natural Linen	<b>Windows</b> White


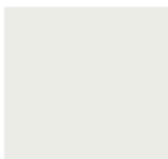



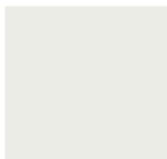

### Scheme 8

						
<b>Siding</b> Birdseye Maple	<b>Trim</b> Extra White	<b>Front Door</b> Aurora Brown	<b>Roof</b> Weathered Wood	<b>Garage Door</b> White	<b>Soffit &amp; Fascia</b> Glacier White	<b>Windows</b> White

### Scheme 9

						
<b>Siding</b> Foxhall Green	<b>Trim</b> Extra White	<b>Front Door</b> Extra White	<b>Roof</b> Charcoal	<b>Garage Door</b> White	<b>Soffit &amp; Fascia</b> Black	<b>Windows</b> White

### Scheme 10

						
<b>Siding</b> Felted Wool	<b>Trim</b> Extra White	<b>Front Door</b> Foxhall Green	<b>Roof</b> Charcoal	<b>Garage Door</b> White	<b>Soffit &amp; Fascia</b> Glacier White	<b>Windows</b> White



# STAFF REPORT

**TO:** Mayor Shepherd and City Council Members

**FROM:** Kelly Bennett, Police Chief

**MEETING DATE:** May 12, 2026

**SUBJECT:** Layton City Dispatch Agreement – Davis County North End Consolidation

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## **RECOMMENDED ACTION**

Staff recommends entering into an agreement with Layton City to provide public safety dispatch services for Clearfield City.


## **DESCRIPTION / BACKGROUND**

Clearfield City Dispatch consolidated with Layton City Dispatch on November 28, 2023. This consolidation was the first step toward a broader effort to unify public safety dispatch in the north end of Davis County. Since then, South Weber Fire has entered into an agreement with Layton City Dispatch and now receives fire dispatch services.

Additionally, since November 2023, the Davis County Sheriff's Office has participated in dispatch consolidation meetings and has decided to contract for dispatch services with Layton City. As Davis County transitions all dispatch services, the agencies currently dispatched by Davis County will also enter into agreements with Layton City. These agencies and/or cities include Clinton City, Sunset City, Syracuse City, and all State of Utah law enforcement agencies operating within Davis County.

Similar to when Clearfield City consolidated, dispatchers from the Davis County Sheriff's Office were given the opportunity to apply for new dispatcher positions with Layton City. Additionally, Layton City is nearing completion of a new state-of-the-art Emergency Operations Center, which will include a new dispatch center. This center will feature modern equipment and technology, as well as the capability to potentially serve all public safety agencies in Davis County.

Dispatch staffing will increase from 22 to 47 dispatchers. This staffing level is based on current and projected police, fire, and call-taking needs, and includes 24/7 supervisory coverage. Layton City used industry-standard staffing calculations, historical call volume data from both Layton City and the Davis County Sheriff's Office dispatch centers, and findings from an independent audit conducted by Mission Critical Partners. The resulting staffing model reflects a thoughtful, data-driven approach to maintaining a high level of service.



The agreement also includes an updated governance model consisting of several groups that will oversee dispatch center operations and decision-making. Clearfield City will continue to participate in operational and management discussions through the following governance structure:

- User Advisory Groups for Police and Fire – comprised of operational-level personnel
- Member Advisory Group – consisting of the chief law enforcement officer and chief fire officer from each member agency
- Budget Advisory Group – consisting of one executive-level representative from each member agency

The fee structure is based on the total dispatch budget, less 9-1-1 tax revenue and state contract agency contributions (State of Utah law enforcement). Of the remaining costs, 75% are attributed to law enforcement services and 25% to fire/EMS services. Law enforcement costs are allocated based on the total number of full-time sworn personnel, while fire service costs are based on the three-year average call volume. All dispatch funds are maintained separately from other Layton City accounts to ensure transparency and accurate accounting of dispatch-related expenses.

Clearfield City's fee structure is calculated as follows: the number of sworn officers divided by the total number of officers being dispatched, multiplied by the net law enforcement portion of the budget (75%).

Clearfield City will continue to receive an annual invoice for dispatch services based on this fee structure. Any increase in the number of sworn officers will result in a corresponding increase in the dispatch service contract cost.

#### **CORRESPONDING POLICY PRIORITIES**

- Providing Quality Municipal Services
- Improving Clearfield's Image, Livability, and Economy

#### **HEDGEHOG SCORE**

The Hedgehog Analysis was conducted with a high rating of 21.



## **FISCAL IMPACT**

The original Clearfield City consolidation included a fee structure that was based upon call volume. This was the best method at the time since Clearfield City was the only agency contracting with Layton City Dispatch. Since the consolidation will consist of multiple agencies, a new fee structure will be implemented and Clearfield City will have a reduced cost associated with dispatch services. The cost for dispatch service in FY26 was \$561,652.00 and the projected FY27 costs is \$336,915. Since the consolidation is scheduled for October of 2026, the first three months of the fiscal year will be pro-rated at the current fee structure. It is projected the amount for the first three months of FY27 will be approximately \$145,000.00. Although FY27 will still have a cost reduction the full reduction of costs will be in FY28.

## **ALTERNATIVES**

There is no viable alternative, as the State of Utah no longer permits the formation of new PSAPs. Additionally, moving to a dispatch center outside of Davis County or even in the south end of Davis County would significantly degrade public safety dispatch operations and hinder effective communication with neighboring agencies.

## **SCHEDULE / TIME CONSTRAINTS**

North end dispatch consolidation - October 2026

## **LIST OF ATTACHMENTS**

- Dispatch Service Agreement
- PowerPoint

## **INTERLOCAL COOPERATION MASTER AGREEMENT REGARDING REGIONAL DISPATCH SERVICES**

This Interlocal Cooperation Master Agreement Regarding Regional Dispatch Services (this "Master Agreement") is entered into pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq. (the "Act"), by and between Layton City, a municipal corporation of the State of Utah ("Layton"), and those municipal corporations, counties, state agencies, and special service districts that execute a joinder or addendum to this Master Agreement (each an "Agency", collectively the "Agencies").

Layton and each Agency may be referred to individually as a "Party" and collectively as the "Parties."

### **RECITALS**

**WHEREAS**, Layton operates an Emergency Communications Center ("ECC") capable of receiving 9-1-1 and non-emergency calls and dispatching public safety resources;

**WHEREAS**, certain municipal, county, and special service district agencies desire to obtain dispatch services through a consolidated, regional emergency communications system;

**WHEREAS**, the Parties agree that a centralized ECC promotes efficiency, interoperability, fiscal responsibility, and improved public safety outcomes for residents and first responders;

**WHEREAS**, the Parties desire to establish a master interlocal framework under which participating agencies may become bound through execution of agency-specific addenda, without requiring separate execution of this Master Agreement by each participating agency;

**WHEREAS**, the Parties, pursuant to Utah's Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the "Act"), are authorized to enter into this Master Agreement;

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

### **PURPOSES**

The purposes of this Master Agreement include the following:

- 1.1 Provide efficient, high-quality, and cost-effective public safety dispatch services on a regional basis.
- 1.2 Standardize, to the extent practicable, dispatch related policies, procedures, and operational practices within the agencies served, as they apply to dispatch services.

- 1.3 Establish an advisory governance structure to provide input and recommendations on service delivery, dispatch policies and procedures, budgets, and capital planning.
- 1.4 Create a fair, equitable, transparent, and scalable fee structure for dispatch services.
- 1.5 Allow for the orderly addition and removal of participating agencies without impairing ECC operations.

## **DEFINITIONS**

- 2.1 “Member Agency” means an Agency that participates in the governance structure established by this Master Agreement.
- 2.2 “Contract Agency” means an Agency that receives dispatch services pursuant to an agency-specific addendum but does not participate in governance.
- 2.3 “Addendum” means an agency specific agreement incorporating this Master Agreement by reference.
- 2.4 “Consensus” means eighty percent (80%) of participating Member Agencies.
- 2.5 “Chief Administrative Officer” means the individual designated by a Member Agency as its principal executive or administrative representative. Such individual may include a city manager, district director, sheriff, or other appointed administrator. If a Member Agency operates under a form of government in which executive authority is vested in an elected official, the governing body may designate either such elected official or an appointed administrative representative to serve in this capacity for purposes of this Agreement.
- 2.6 “Weighted Vote” means a vote based on the proportional dispatch services assessment to each Member Agency for the current year.

## **GOVERNANCE STRUCTURE**

### 3.1 Operational Authority

- 3.1.1 Whenever possible, operational decisions shall be made by operational leaders, in the best interests of the ECC, the Member Agencies, Contract Agencies, and the residents. Layton retains sole authority over the management, staffing, supervision, training, and day-to-day operation of the ECC. This Master Agreement does not create, and shall not be construed to create, a separate legal entity, joint venture, partnership, or other joint organization under the Utah Interlocal Cooperation Act or otherwise. Layton shall serve as the sole administering agency for the

Emergency Communications Center, and all authority, responsibility, and control not expressly delegated in this Master Agreement shall remain with Layton.

### 3.2 User Advisory Groups

3.2.1 Composition: Two User Advisory Groups are established.

- (1) Law Enforcement User Advisory Group
- (2) Fire User Advisory Group

3.2.2 Each Member Agency and Contract Agency may appoint one operational level representative to the applicable group. The User Advisory Groups shall:

- (1) Provide input and recommendations regarding dispatch protocols, procedures, policies, service levels, and systems.
- (2) Strive for Consensus.
- (3) Where Consensus cannot be achieved, matters may be referred to the Member Advisory Group.
- (4) Meetings shall occur at least quarterly and be facilitated by ECC personnel in an ex officio capacity.

### 3.3 Member Advisory Group

3.3.1 Composition: One chief-level law enforcement or fire official from each Member Agency.

3.3.2 The Member Advisory Group will meet at least quarterly. If there are action items from the User Advisory Group Meeting, then the Member Advisory Group shall meet within thirty (30) days of the last User Advisory Group Meeting. The Member Advisory Group may select a Chair and Vice Chair, if necessary, and adopt procedures.

3.3.3 Duties include:

- (1) Reviewing matters and providing input and recommendations (regarding policies and procedures) for service delivery changes affecting user groups.
- (2) Resolving disputes (regarding service delivery) referred by User Advisory Groups.
- (3) Reviewing and providing input on the annual budget, fee structure, and capital plans.
- (4) The Member Advisory Group will strive for Consensus. Unresolved matters may be referred to the Budget Advisory Group.

### 3.4 Budget Advisory Group

- 3.4.1 Composition: One Chief Administrative Officer representative from each Member Agency.
- 3.4.2 Meetings: The Budget Advisory Group will meet at least annually.
- 3.4.3 Duties include:
  - (1) Reviewing the annual ECC budget and five-year capital improvement plan.
  - (2) Making recommendations to the Layton City Manager and Layton City Council.
  - (3) Acting on matters referred by the Member Advisory Group.
- 3.4.4 Voting: The Budget Advisory Group will strive for unanimity. In the event unanimity is not achieved, the Budget Advisory Group will strive for Consensus. If Consensus is not reached, decisions shall be made by a simple majority Weighted Vote.
- 3.4.5 Quorum: A quorum is defined as a majority of the members of the Budget Advisory Group but must include representation from all three Member Agencies with lengthy experience in ECC operation so long as they remain Member Agencies: Layton, Clearfield, and Davis County.

### **FEES AND FUNDING**

- 4.1 General Principles: Member Agencies share the common goal or desire to provide high quality dispatch services. To achieve this goal the ECC requires adequate funds for personnel, equipment, and training. Member Agencies shall contribute equitably to the cost of ECC operations sufficient to maintain appropriate staffing, equipment, and training. These funds may only be used for services reasonably related to public safety dispatch.
- 4.2 9-1-1 Revenue: Upon execution of this Master Agreement, Member Agencies operating a Public Safety Answering Point (PSAP) or ECC shall request redirection of applicable 9-1-1 fee revenue to Layton's 9-1-1 Restricted Accounts.
- 4.3 Fee Methodology: The fee methodology for Member Agencies is broken into two parts.
  - 4.3.1 A law enforcement fee and a fire usage fee, applied to the amount not covered by 9-1-1 revenue.
  - 4.3.2 The law enforcement fee represents seventy five percent (75%) of the total amount not covered by 9-1-1 revenue, multiplied by the proportional number of budget-approved full-time, certified sworn officer positions as of September 1 of the preceding year..

- 4.3.3 In the event a participating law enforcement agency experiences a material change in sworn staffing after the September 1 date used for the fee calculation, the affected agency, Layton, or the Budget Advisory Group may request review of the allocation. A “material change” means an increase or decrease of more than ten percent (10%) of the agency’s full-time sworn officer positions used for the calculation under Section 4.3.2. Upon review, the Budget Advisory Group may recommend an adjustment to the allocation methodology or fee for the affected fiscal year, subject to approval consistent with this Agreement.
- 4.3.4 The fire usage fee represents twenty five percent (25%) of the total amount not covered by the 9-1-1 revenue, multiplied by the proportional number of a rolling 3-year average of case numbers, as reported in the Davis Area Public Safety System (DAPSS).
- 4.3.5 Layton may rely on the official adopted budget of each agency as documentation of the number of full-time sworn officer positions used in the calculation.

#### 4.4 Budget Adoption and Invoicing

- 4.4.1 The ECC will provide good faith preliminary estimates of the anticipated fee by December 31. Agencies operating on an alternative budget cycle may submit a written request to the ECC for an adjusted delivery date.
- 4.4.2 Final approval of annual dispatch fees will be upon adoption of the budget by the Layton City Council in June (or in August in the case of Truth in Taxation).
- 4.4.3 In the event the final approved annual dispatch fee differs by more than  $\pm 5\%$  from the preliminary good-faith estimate provided under Section 4.4.1, Layton shall provide a written explanation to the Member Agencies detailing the reasons for the difference.
- 4.4.4 Invoicing by Layton to Member and Contract Agencies shall occur quarterly with the annual dispatch fee divided into four (4) equal installments during the applicable fiscal year (for cities and special districts) or calendar year (for Davis County). Should a Member or Contract Agency finalize its budget prior to the finalization of Layton’s budget, and the Layton budget includes an increase of more than 5% above the good faith estimate, the Member or Contract Agency shall only pay a 5% increase for that current year and shall pay the remaining percentage the following year in addition to the regularly assessed fee.

- 4.4.5 Layton City will provide an accounting of the budget and expenditures at least annually, or upon the request of the Budget Advisory Group.
- 4.4.6 Payment of each invoice shall be due within thirty (30) days of receipt. Any amount not paid within thirty (30) days shall accrue interest at a rate of two percent (2%) per annum until paid.
- 4.5 Excess Funds. In the event budget expenditures are less than budget assessments in a given year, the excess operational funds shall be retained in a special revenue fund and may include up to two months of operating expenses, with remaining balances credited toward future assessments.
- 4.6 Annual Report. Layton shall provide the annual report to the Member Advisory Group and Budget Advisory Group.

#### **CAPITAL REPLACEMENT AND SPECIAL IMPROVEMENT FUND**

- 5.1 The ECC has certain infrastructure that will need to be replaced over time, and/or new services or equipment to enhance the services delivered to the public and Member Agencies may become necessary. ECC personnel will establish a Capital Replacement and Special Improvement Schedule for major cost centers. The Member Advisory Group and Budget Advisory Group will review the Capital Replacement and Improvement Plan and assess a percentage fee for each Member Agency to set aside for future needs. These funds will be held separately from operational funds. Any interest or investment earnings generated from these funds shall be retained within the Capital Replacement and Special Improvement Fund and shall not be used for operational expenses.

#### **OWNERSHIP OF PROPERTY**

- 6.1 Except as otherwise expressly provided in writing:
  - 6.1.1 Each Member and Contract Agency shall retain sole ownership of all vehicles, apparatus, radios, mobile data terminals, equipment, and other tangible or intangible property owned or acquired by that agency for its own public safety operations.
  - 6.1.2 All real and personal property, infrastructure, systems, equipment, software, licenses, and other assets acquired, leased, licensed, maintained, or replaced using funds budgeted or expended by Layton for the ECC, including assets funded in whole or in part by dispatch service fees, shall remain the sole and exclusive property of Layton.

- 6.1.3 Nothing in this Master Agreement shall be construed to create joint ownership of any property or asset, or to confer upon any Member or Contract Agency any ownership interest in the ECC or its assets.

### **ADDITION OF NEW AGENCIES**

- 7.1 Agencies seeking dispatch services shall submit a letter of intent to the ECC Director.
- 7.2 Layton shall prepare an impact assessment and recommendation to the Budget Advisory Group. The Budget Advisory Group shall review and make recommendations to the Layton City Council regarding the addition of a new agency. Final approval shall be given by the Layton City Council.
- 7.3 All onboarding costs shall be borne by the requesting agency.
- 7.4 New agencies shall begin participation by adopting this Master Agreement by executing an agency specific Addendum.

### **TERM, TERMINATION, AND WITHDRAWAL**

- 8.1 This Master Agreement shall become effective upon execution by Layton and adoption by its governing body. The initial term of this Master Agreement shall be three (3) years. Thereafter, the Master Agreement shall automatically renew on an annual basis unless terminated as described herein. Additional Agencies may become Parties to this Master Agreement by executing an agency-specific Addendum.
- 8.2 A Member or Contract Agency may terminate its participation in this Master Agreement and withdraw effective as of June 30 of any year upon providing not less than eighteen (18) months prior written notice. Termination and withdrawal shall not release the Member or Contract Agency from any duties, liabilities, or financial obligations accrued or incurred prior to and through the effective date of termination.
- 8.3 Upon termination of this Master Agreement with respect to any Member or Contract Agency, or upon termination of this Master Agreement in its entirety, no jointly owned property shall exist. All real and personal property, infrastructure, equipment, software, systems, and capital assets used in connection with the Emergency Communications Center shall remain the sole property of Layton City, unless otherwise expressly agreed to in writing. Any prepaid fees or assessments shall be addressed in accordance with the fee provisions of this Master Agreement.

### **AMENDMENTS**

- 9.1 This Master Agreement may be amended upon:
  - (1) Approval by two-thirds Weighted Vote of the Budget Advisory Group; and

- (2) Ratification by the governing bodies of Member Agencies representing at least two-thirds of the total weighted allocation. For purposes of this ratification, each Member Agency's governing body shall vote as a single unit, and the internal vote breakdown of that governing body shall not affect the weighted allocation.

## **LIABILITY, INDEMNIFICATION, AND GOVERNMENTAL IMMUNITY**

- 10.1 No Waiver of Governmental Immunity. Nothing in this Master Agreement shall be deemed or construed to waive, modify, or limit any immunity, defense, or limitation of liability available to any Party under the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101 et seq. ("UGIA"), or other applicable law. All such rights, defenses, and immunities are expressly reserved.
- 10.2 Separate Responsibility. Each Party shall be solely responsible for its own acts or omissions, and the acts or omissions of its officers, employees, agents, and volunteers, arising out of or related to the performance of this Master Agreement. No Party assumes responsibility for the acts or omissions of any other Party.
- 10.3 Indemnification to the Extent Permitted by Law. To the extent permitted by Utah law, each Party agrees to indemnify and hold harmless the other Parties, and their respective officers, employees, and agents, from and against claims, demands, damages, losses, or expenses arising out of the indemnifying Party's negligent acts or omissions in the performance of this Master Agreement.
- 10.4 No Joint Employment or Agency. Nothing in this Master Agreement shall be construed to create an agency, partnership, joint venture, or joint employment relationship between Layton and any Member or Contract Agency, nor shall it be construed to create a joint powers entity, joint employer relationship, or shared liability arrangement among the Parties.. Employees of Layton providing dispatch services shall always remain solely employees of Layton.

## **CJIS COMPLIANCE AND DATA BREACH RESPONSIBILITY**

- 11.1 CJIS Compliance. Each Party acknowledges that the ECC accesses and processes Criminal Justice Information ("CJI") and agrees to comply with all applicable federal and state laws and the FBI Criminal Justice Information Services ("CJIS") Security Policy, as amended from time to time, to the extent applicable to that Party's personnel, systems, and operations.
- 11.2 Access Control and Training. Each Party is responsible for ensuring that its personnel who access CJI satisfy all applicable CJIS background check, security awareness training, and access requirements, and that access to CJI is limited to authorized personnel only.

- 11.3 CJIS Data Breach Notification. In the event of any suspected or confirmed unauthorized access, disclosure, or breach of CJIS (“CJIS Data Breach”), the Party discovering the CJIS Data Breach shall notify Layton and any affected Parties without unreasonable delay and shall cooperate in good faith in any investigation, mitigation, remediation, or notification efforts required by applicable law or CJIS policy.
- 11.4 Responsibility for CJIS Data Breaches. Each Party shall be responsible for CJIS Data Breaches caused by the acts or omissions of its officers, employees, agents, contractors, or systems. No Party shall be responsible for a CJIS Data Breach caused solely by the acts or omissions of another Party.
- 11.5 Limitation of Liability. Nothing in this Section 11 shall be construed to create liability, require indemnification, or impose financial responsibility beyond that permitted by the Utah Governmental Immunity Act or other applicable law.
- 11.6 No Waiver of Immunity. Nothing in this Section shall be deemed to waive or limit any immunity, defense, or protection available to any Party under the Utah Governmental Immunity Act.

#### **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT**

- 12.1 This Master Agreement and the Parties are subject to the Government Records Access and Management Act “GRAMA”. The Parties acknowledge and accept the following procedures for processing requests under GRAMA.
- 12.2 Layton shall have ownership of all call records. A call record consists of the phone call received by the dispatch operator and the associated CAD notes.
- 12.3 The Party who responds to the dispatch call shall own all other corresponding case records.
- 12.4 The Parties shall create, maintain, classify, retain, and dispose of its own records in compliance with GRAMA. No Party shall be responsible for another Party’s compliance with GRAMA.

#### **LEGAL REVIEW**

- 13.1 This Master Agreement has been reviewed by legal counsel for each Party as to form and legality pursuant to the Utah Code.

## **GOVERNING LAW**

- 14.1 This Master Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

## **VENUE AND JURISDICTION**

- 15.1 Any legal action arising out of or relating to this Master Agreement shall be brought in a court of competent jurisdiction located within the State of Utah, with venue lying in Davis County, Utah.

## **CONFLICTS AND ORDER OF PRECEDENCE**

- 16.1 In the event of a conflict between this Master Agreement and any agency-specific addendum or contract entered into pursuant to this Master Agreement, this Master Agreement shall control unless the addendum or contract expressly states an intent to supersede a specific provision of this Master Agreement.

## **DISPUTE RESOLUTION AND ATTORNEYS' FEES**

- 17.1 The Parties agree to make good-faith efforts to resolve disputes arising under this Master Agreement through informal discussions between executive-level representatives before initiating litigation. The parties may, but are not required to, participate in mediation to resolve any issues arising out of this Master Agreement.
- 17.2 Except as otherwise expressly required by law, each Party shall bear its own attorneys' fees, costs, and expenses incurred in connection with any dispute arising out of or relating to this Master Agreement.

## **INTERLOCAL AGREEMENT**

- 18.1 Each of the Parties hereby certifies that, pursuant to the requirements of Section 11-13-202.5, Utah Code (1953 as amended), it has submitted this Master Agreement to an attorney authorized to represent it for review as to proper form and compliance with applicable law.
- 18.2 Each individual signing this Master Agreement on behalf of a Party hereby represents and warrants through his or her signature, that the execution of this Master Agreement has been approved by a resolution duly adopted by the governing authority of such Party, and that signed copy of this Master Agreement will be filed with the keeper of public records of such Party pursuant to Section 11-13-209 of the Cooperation Act. For Agencies participating pursuant to an agency-specific Addendum, approval of such Addendum by the Agency's governing body shall constitute approval for purposes of the Interlocal Cooperation Act.

18.3 For any Agency participating in this Master Agreement pursuant to an agency-specific Addendum, approval and execution of such Addendum by the Agency's governing body shall constitute approval of this Master Agreement for purposes of the Utah Interlocal Cooperation Act, including Sections 11-13-202.5 and 11-13-209, Utah Code Annotated. Such Addendum, together with this Master Agreement as incorporated by reference, shall be deemed the interlocal Master Agreement of that Agency.



# Dispatch Consolidation



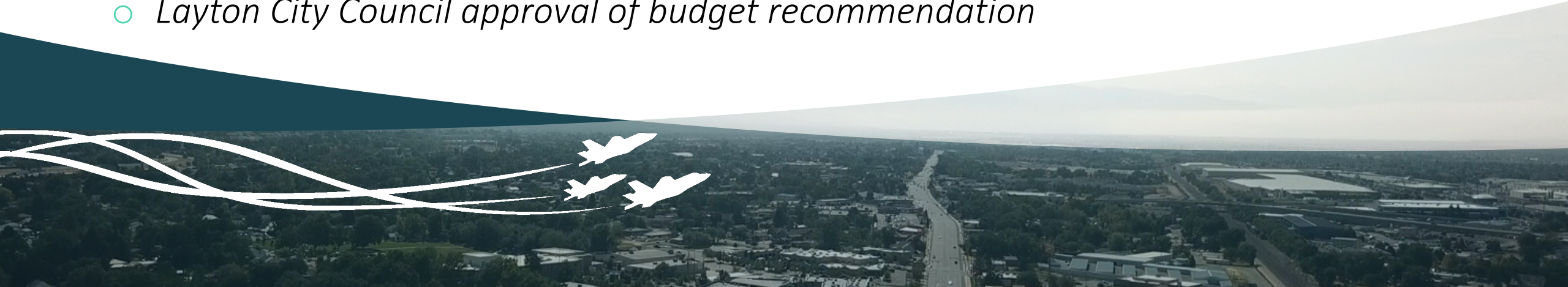
# North End Dispatch Consolidation

- *Clearfield City – November 28, 2023*
- *South Weber Fire – July 2024*
- *Larger Consolidation – October 2026*
  - *Davis County Sheriff's Office Dispatch*
    - *UHP, DNR, AP&P*
    - *Clinton City*
    - *Sunset City*
    - *Syracuse City*
    - *All county dispatch responsibilities – courts, jail, patrol, investigations, animal control, SAR*



# North End Dispatch Consolidation

- *Governance Structure*
  - *Advisory Groups – comprised of operational-level personnel*
  - *Member Advisory Groups – consisting of the chief law enforcement officer and chief fire officer from each member agency*
  - *Budget Advisory Groups – consisting of one executive-level representative from each member agency*
- *Budget Decisions*
  - *Layton City Council approval of budget recommendation*



# North End Dispatch Consolidation

- *Law enforcement 75% of budget*
- *316 total sworn officers*
- *Approx. total budget - \$5.2 million*
- *Net budget \$3.7 million*
- *Law enforcement portion \$2.8 million*
- *Clearfield City 38 sworn officers = \$337k (CFPD sworn / total sworn x LE net budget)*



# North End Dispatch Consolidation

- *Automatic mutual aid*
- *Great working relationships*
- *Response to critical incidents*
- *Unified decisions*



**TO:** Mayor Shepherd and City Council Members

**FROM:** Rich Knapp, Chief Finance Officer

**MEETING DATE:** May 12, 2026

**SUBJECT:** 2026 Fraud Risk Assessment

**Recommended Action**

Presentation and discussion of the Fraud Risk Assessment

**Description / Background**

The City’s most recent fraud risk assessment score is 355 points, which places the City in the low risk category.

Very Low	Low	Moderate	High	Very High
>355	316-355	276-315	200-275	<200

In 2020, the Office of the State Auditor implemented the Fraud Risk Assessment, that is now part of the regular audit. The program is designed to help measure and reduce the risk of undetected fraud, abuse, and noncompliance in local governments of all types and sizes.

Reducing fraud risk depends primarily on the strength of an organization’s internal controls. Internal controls consist of the policies, procedures, and practices that help ensure operations are conducted effectively, efficiently, and in compliance with applicable laws. Because internal controls require time and resources to implement and maintain, the goal is to reduce risk to an acceptable level rather than eliminate it entirely. In other words, the cost of a control should not exceed the value of the asset or process it is designed to protect.

The State Auditor’s fraud risk assessment model evaluates an entity’s fraud risk based on key separation of duties and the adoption of recommended fraud prevention measures.

**Recommended Measures**

- Separate Duties over Cash Accounts (Crucial)
- Require a Commitment of Ethical Behavior
- Adopt and Put into Practice Written Policies
- Hire and Train Qualified Staff

- Provide Effective Training
- Implement a Hotline
- Implement an Internal Audit Function
- Use an Audit Committee

These measures are weighted according to their relative effectiveness in preventing fraud. As more recommended measures are implemented, the City's score improves. A higher score indicates lower risk of undetected fraud, abuse, or noncompliance. Clearfield's score of 355 places the City in the low risk category. Detailed scoring is provided in the attached Fraud Risk Assessment.

### **Corresponding Policy Priorities**

- Providing Quality Municipal Services

This annual fraud risk assessment supports fiscal responsibility and strengthens public trust by promoting strong internal controls and increasing transparency in the City's financial processes.

### **Hedgehog Score**

This is an external requirement from the Office of the State Auditor and is therefore not subject to the Hedgehog tool. However, staff have flexibility in determining how to best implement many of the recommended fraud prevention activities.

### **Fiscal Impact**

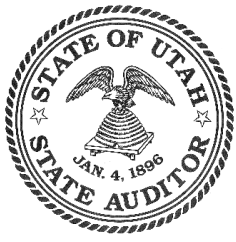
None

### **Schedule / Time Constraints**

We've been informed that the fraud risk assessment must be presented to the Mayor and Council on an annual basis.

### **List of Attachments**

- Fraud Risk Assessment



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: 345 /395 \*Risk Level: Very Low Low Moderate High Very High  
 > 355      316-355      276-315      200-275      < 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?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	0	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	20	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 ( <a href="http://training.auditor.utah.gov">training.auditor.utah.gov</a> ) within four years of term appointment/election date?	20	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?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?	0	20
9. Does the entity have a formal audit committee?	20	20

\*Entity Name: Clearfield City

\*Completed for Fiscal Year Ending: 2025 \*Completion Date: May 13, 2025

\*CAO Name: JJ Allen \*CFO Name: Rich Knapp

\*CAO Signature: \_\_\_\_\_ \*CFO Signature: \_\_\_\_\_

\*Required

# 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

# 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.



# STAFF REPORT

**TO:** Mayor Shepherd and City Council Members

**FROM:** Spencer Wayne Brimley, Assistant City Manager

**MEETING DATE:** May 12, 2026

**SUBJECT:** Discussion of the City's proposed Data Privacy Program in accordance with applicable provisions of State law.

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## **RECOMMENDED ACTION**

Discuss and provide staff with pertinent feedback regarding the proposed Data Privacy Program Policy. This item is for discussion only. The action for this item will be conducted on Tuesday, May 26 in a policy session.


## **DESCRIPTION / BACKGROUND**

The City is required to implement a Data Privacy Program, in accordance with the Government Data Privacy Act enacted by the Utah Legislature in HB 444 (2025). These first two chapters of the City's Data Privacy Program establish the legal framework for compliance with State law and reflect the City Manager as the City's Chief Administrative Officer responsible for administering the program. Duties for the program have been designated to the Assistant City Manager. The policy addresses general provisions regarding the purpose and scope of the City's Data Privacy Program. In addition the policy also addresses the administrative matters such as designation of the Chief Administrative Officer and Records Officers, and training, reporting, and implementation dates.

This item is a requirement of the Utah Legislature and the office of Data Privacy who have provided the template for this policy. Staff has edited the policy template and consulted with other state and local agencies in the drafting of this policy. Additionally, staff sought input and feedback from other divisions of the city involved in the management of data, records to insure that language is appropriate and compliant with other applicable laws.

## **CORRESPONDING POLICY PRIORITIES**

- Providing Quality Municipal Services



To promote privacy as a cornerstone of public trust by creating policies and procedures to protect personal data, foster transparency, and empower individuals to maintain control over their information. To make Clearfield a Place where people want to be.

**HEDGEHOG SCORE**

N/A

**FISCAL IMPACT**

The impact in cost is time, but may have an impact as we continue forward in this process. There is a requirement to update agreements, and require partners, contractors and other who work with the city establish compliance with City Policy, and state statute. These cost are not currently known and are not anticipated to be large or impactfu, but in consult with other agencies there are impacts (some costs) that are incurred as a part of this process.

**ALTERNATIVES**

None at this time as this is a discussion item. Edits or changes proposed by the council will be incorporated into the policy before acceptance of this policy in the coming weeks.

**SCHEDULE / TIME CONSTRAINTS**

Data Program Policy must be adopted by May 2026.

**LIST OF ATTACHMENTS**

- Clearfield Privacy-Program-Policy2026\_CleanDRAFT

# CLEARFIELD CITY PRIVACY PROGRAM POLICY

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Effective Date:

Approved By:

## 1. TITLE

This Chapter shall be referred to as the Clearfield Data Privacy Program and may be cited herein as the “Data Privacy Program” or these “Policies.”

## 2. UTAH GOVERNMENT DATA PRIVACY ACT

The City is required to comply with applicable provisions of the Utah Government Data Privacy Act (“GDPA”), as set forth in Utah Code §§ 63A-19-101, et seq., regarding the processing and protection of personal data. The Government Data Privacy Act requires all governmental entities to initiate a data privacy program by December 31, 2025.

## 3. PURPOSE

The purpose of the Data Privacy Program is to document City policies, practices, and procedures for the processing of personal data in accordance with the Utah Government Data Privacy Act and to provide City employees, officers, and elected officials with the knowledge and guidelines to safeguard and protect important data and information.

## 4. SCOPE

The Data Privacy Program and the policies and procedures set forth herein apply to all City employees involved in the management, creation, and maintenance of records or who have access to personal data as part of their job duties. Pursuant to Utah Code § 63A-19-401(4), these policies and procedures also apply to all contractors of the City that process or have access to personal data as a part of the contractor's duties under an agreement with the City.

## 5. POLICY

The City is committed to safeguarding the personal data of its residents, employees, businesses, and stakeholders and processing personal data in a manner consistent with interests and expectations of the Utah Government Data Privacy Act. In accordance with the Act, the City is encouraged to obtain and process the minimum amount of personal data reasonably necessary to perform the services of government.

## 6. DEFINITIONS

For purposes of the Data Privacy Program, the terms and definitions set forth in the Government Data Privacy Act, including, but not limited to, Utah Code § 63A-19-101, are hereby adopted by reference. In the event of conflict between the State law definitions and City definitions, the State law definitions shall govern.

## **7. CONFLICTS**

If any provision of these Policies conflicts with any provision of State law, the provisions of State law shall govern.

## **8. CHIEF ADMINISTRATIVE OFFICER DESIGNEE**

The City Manager is hereby designated as the Chief Administrative Officer under the Government Data Privacy Act. The City Manager has designated the Assistant City Manager as the individual responsible for administering, implementing, and enforcing the Data Privacy Program. The Chief Administrative Officer's designee shall perform all statutory duties set forth in the Government Data Privacy Act, including, but not limited to, Utah Code § 63A-12-103. The designee of the Chief Administrative Officer may be referred to herein as the Data Privacy Officer.

## **9. RECORDS OFFICER**

The Data Privacy Officer is responsible for implementing and maintaining various aspects of the Data Privacy Program. As defined in the Governmental Data Privacy Act, a records officer's primary responsibility is to care, maintain, use, schedule, dispose, classify, designate, manage access to, and preserve records in accordance with applicable laws.

## **10. RECORDS OFFICER TRAINING**

The Data Privacy Officer shall ensure that all designated records officers receive the training required on the procedures and requirements of the Government Data Privacy Act and the Government Records Access and Management Act. Any appointed records officers are required to be trained in the care, maintenance, scheduling, disposal, classification, designation, access, and preservation of records, and must be certified annually to act as a records officer under the Government Records Access and Management Act. The Utah Division of Archives and Records Service has developed online training courses for records officers and maintains a list of all certified City records officers on the Division's website in accordance with Utah Code § 63A-12-110.

## **11. OTHER EMPLOYEE TRAINING**

The Data Privacy Officer shall ensure that, in addition to designated records officers, any employee of the City that receives or processes records requests receive required training on the procedures and requirements of the Governmental Entities Privacy Act and the Government Records Access and Management Act.

## **12. REPORTING TO DIVISION OF ARCHIVES AND RECORDS SERVICE**

In accordance with Utah Code § 63A-12-103, the Chief Administrative Officer or designee is required to report the following information to the Utah Division of Archives and Records Service:

- a) The name of the City's Chief Administrative Officer;
- b) The name of the City's Records Officers;
- c) The designation of each record series that the City maintains; and
- d) The classification of each record series that the City has classified.

### **13. IMPLEMENTATION DATES**

- a) The City initiated a data privacy program by December 31, 2025.
- b) The City is required to meet the data privacy requirements of the Government Data Privacy Act for all new processing activities implemented by the City on or after May 7, 2025.
- c) For any processing activity implemented before May 7, 2025, the City shall, as soon as reasonably practicable, but no later than July 1, 2027, perform the following: (1) identify any non-compliance processing activity; (2) document the non-compliant processing activity; (3) prepare a strategy for bringing the non-compliant processing activity into compliance with the Government Data Privacy Act; and (4) report such information in the annual privacy programing report.
- d) The City is required to implement the data privacy training requirements set forth in Utah Code § 63A-19-401.2 for all employees who have access to personal data as part of the employee's work duties or who supervise an employee who has access to personal data by May 7, 2025.
- e) The City is required to implement the contract requirements set forth in Utah Code § 63A-19-401.4 for a contract entered or renewed between a contractor and the City after July 1, 2026.
- f) The City is required to implement the privacy annotation requirements set forth in Utah Code § 63A-19-401.1 for each record series containing personal data that the City collects, maintains, or uses by July 1, 2027.
- g) The City is required to prepare and submit an annual privacy program report on or before December 31 of each year in accordance with Utah Code § 63A-19-401.3. The annual privacy program report is required to be prepared by the Chief Administrative Officer or designee. The privacy program report shall be made available at the request of the Utah Office of Data Privacy State Privacy. The privacy program report shall be considered a protected record in accordance with Utah Code § 63G-2-305.