



CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
May 26, 2026 - POLICY 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

7:00 P.M. POLICY MEETING

CALL TO ORDER:

Mayor Mark Shepherd

OPENING CEREMONY:

Pledge of Allegiance
Solemn Moment of Reflection
Council Member Ratchford

APPROVAL OF MINUTES:

April 28, 2026 – policy meeting

May 5, 2026 – work meeting

PRESENTATIONS:

1. RECOGNITION OF SENIOR YOUTH COMMISSION MEMBERS ADDISON ADAMS, ARI FAUCETTE AND ALYSSA HALTLI

PUBLIC HEARINGS:

2. RECEIVE PUBLIC COMMENT ON THE THIRD AMENDMENT TO THE WILCOX FARMS SUBDIVISION DEVELOPMENT AGREEMENT TO INCLUDE GARAGE DIMENSION PARKING STANDARDS AND HOME PLAN DISTRIBUTION REQUIREMENTS

BACKGROUND: Following the Second Amendment to the Wilcox Farms Development Agreement, Lennar Homes began building homes in the development, with ten homes currently under construction or recently completed. During construction, it was discovered that some garage designs did not fully meet Clearfield City code because stairways from the garage to the main floor reduced the parking space inside the garage. The proposed amendment adds new garage dimension standards, including minimum garage sizes and allows minor obstructions on certain lots while still maintaining functional parking space. The amendment also requires as-built plans for the ten homes already underway and adds rules to the Pattern Book to encourage a mix of home designs throughout the neighborhood. These changes are intended to support functional off-street parking, architectural variety, and neighborhood balance within the subdivision.

RECOMMENDATION: Receive public comment.

SCHEDULED ITEMS:

3. OPEN COMMENT PERIOD

The Open Comment Period provides an opportunity to address the Mayor and City Council regarding concerns or ideas on any topic relevant to city business. To be considerate of everyone at this meeting, public comment will be limited to three minutes per person. Participants are to state their names for the record. Comments, which cannot be made within these limits, should be submitted in writing to the City Recorder at nancy.dean@clearfieldcityut.gov.

The Mayor and City Council encourage civil discourse for everyone who participates in the meeting.

4. CONSIDER APPROVAL OF RESOLUTION 2026R-12 ADOPTING CLEARFIELD CITY'S DATA PRIVACY PROGRAM

BACKGROUND: Utah Code §63A-19-102 establishes statewide privacy principles requiring governmental entities to protect personal data, provide notice, implement safeguards, respect individual privacy expectations, and comply with applicable laws. Clearfield City collects and maintains personal data to provide municipal services, meet statutory obligations, and carry out governmental functions; and the City Council finds it in the best interest of residents, employees, and visitors to adopt a Privacy Policy consistent with state law.

RECOMMENDATION: Approve Resolution 2026R-12 adopting Clearfield City's Data Privacy Program and authorize the mayor's signature to any necessary documents.

5. CONSIDER APPROVAL OF ORDINANCE 2026-08 AUTHORIZING THE THIRD AMENDMENT TO THE WILCOX FARMS SUBDIVISION DEVELOPMENT AGREEMENT

RECOMMENDATION: Approve, Table, or Deny Ordinance 2026-08 authorizing the third amendment to the Wilcox Farms Subdivision Development Agreement and authorize the mayor's signature to any necessary documents.

6. CONSIDER APPROVAL OF RESOLUTION 2026R-11 AUTHORIZING AN INTERLOCAL COOPERATION MASTER AGREEMENT WITH LAYTON CITY TO PROVIDE PUBLIC SAFETY DISPATCH SERVICES THROUGH A CONSOLIDATED, REGIONAL EMERGENCY COMMUNICATION CENTER WITH THOSE MUNICIPAL CORPORATIONS, COUNTIES, STATE AGENCIES, AND SPECIAL SERVICE DISTRICTS THAT EXECUTE A JOINDER TO THE MASTER AGREEMENT

BACKGROUND: Clearfield City Dispatch merged with Layton City Dispatch on November 28, 2023. This was the first step in a larger effort to combine public safety dispatch services in northern Davis County. Since then, South Weber Fire has also signed an agreement with Layton City for fire dispatch services. Since November 2023, the Davis County Sheriff's Office has joined dispatch consolidation discussions and decided to contract with Layton City for dispatch services. As Davis County moves its dispatch services to Layton, the agencies currently served

by Davis County will also enter agreements with Layton City. These agencies include Clinton City, Sunset City, Syracuse City, and State of Utah law enforcement agencies operating in Davis County. Layton City is also close to completing a new Emergency Operations Center with a modern dispatch center. The new facility will include updated equipment and technology and has the potential to eventually serve all public safety agencies in Davis County.

RECOMMENDATION: Approve Resolution 2026R-11 authorizing an interlocal cooperation master agreement with Layton City to provide dispatch services through a consolidated regional emergency communication center and authorize the mayor's signature to any necessary documents.

7. UPDATE ON THE FISCAL YEAR 2026 THIRD QUARTER FINANCIAL STATUS

8. CONSIDER THE APPROVAL OF A SUBSTITUTE MAYOR PRO TEM FOR THE JUNE 9, 2026 POLICY MEETING

BACKGROUND: Due to the mayor and the mayor pro tem's anticipated absence at the upcoming City Council policy meeting on June 9, 2026, the appointment of a substitute mayor pro tem is needed.

RECOMMENDATION: Approve the appointment of the mayor's recommendation for the substitute mayor pro tem for the City Council Policy Meeting on June 9, 2026.

COMMUNICATION ITEMS:

- A. Mayor's Report
- B. City Council's Reports
- C. City Manager's Report
- D. Staff Reports

*****ADJOURN AS THE CITY COUNCIL*****

Posted on May 21, 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/, the Clearfield City Website - 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 Dean at Clearfield City, Nancy.dean@clearfieldcityut.gov & 801-525-2700.

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 PM POLICY MEETING
April 28, 2026

City Building
55 South State Street
Clearfield City, Utah

These meeting minutes were created with the aid of an AI-powered transcription and summarization tool – Otter.ai and ChatGPT. The output was used as a draft and was subject to human review, editing, and fact-checking to ensure accuracy and compliance with city standards before publication. The City Clerk is responsible for the final content of these minutes.

PRESIDING: Mayor Mark Shepherd

PRESENT: Mayor Mark Shepherd, Councilmember Nike Peterson, Councilmember Karece Thompson, Councilmember Dakota Wurth, Councilmember Megan Ratchford, Councilmember Danielle King

ABSENT:

STAFF PRESENT: Communications Manager Shaundra Rushton, City Recorder Nancy Dean, Deputy City Recorder Chersty Titensor, City Manager JJ Allen, Assistant City Manager Spencer Brimley, City Attorney Stuart Williams, Victim Advocate Teresa Vigil, Police Chief Kelly Bennett, Community Services Deputy Director Curtis Dickson, Community Development Director Stacy Millgate

VISITORS:

Mayor Mark Shepherd called the meeting to order at 7:02 p.m.

Councilmember King led the opening ceremonies.

APPROVAL OF MINUTES

January 16, 2026 – work retreat meeting

March 10, 2026 – policy meeting

March 3, 2026 – work meeting

March 24, 2026 – work meeting

March 10, 2026 – work meeting

March 24, 2026 – policy meeting

Councilmember Ratchford moved to approve the January 16, 2026 work retreat meeting, March 3, 2026 work meeting, March 3, 2026 work and policy meetings, March 24, 2026 work and policy meetings, seconded by Councilmember Wurth.

RESULT: **Passed [5 TO 0]**

YES: Councilmember Peterson, Councilmember Thompson, Councilmember Wurth, Councilmember Ratchford, Councilmember King

NO: None

OPEN COMMENT PERIOD

Former Bountiful Mayor Kendalyn Harris addressed the Council, thanked the Council for its service and explained that she was a candidate for county commission, stated an interest in understanding what was happening in Clearfield, and expressed a willingness to speak further with councilmembers regarding their questions, ideas, or concerns. Mayor Shepherd thanked Ms. Harris for attending and for her comments.

The public comment period continued with residents from South Main Street addressing the Council regarding a recent sewer backup:

- Ben Peterson, stated that the damage stemmed from a blockage in the City's sewer line and requested that the City file a claim with its insurance carrier on behalf of the affected residents and "make it right."
- Evangelina Solis stated that the family had lived in the home for 45 years and had "lost everything" and expressed distress over the situation and the delayed response from insurance.
- Vicente Utrera, also addressed the Council. Mr. Utrera recounted discovering water in the basement early in the morning and seeing water and sewage overflow, damaging furniture and carpet and noted the emotional impact of the damage on family members, especially a parent who now refused to go downstairs because of the memories of the damage and smell.
- Lorri Shreeve stated that she considered herself fortunate compared to neighboring residents, as the sewage backup in her home was limited to several inches of raw sewage in a basement bathtub, with the rest of the basement mostly unaffected and the tub eventually draining. Shreeve said she attended the meeting primarily to support her neighbors, noting that those neighbors had lived in the area a long time and were now facing a severe financial burden.

Following the residents' comments, Mayor Shepherd responded that the City had already reached out to its insurance company regarding the incident. He stated that it was not yet clear whether the City's insurance would provide coverage, as a determination of fault would be required. He noted that insurance companies often denied claims they considered to be someone else's fault and acknowledged that the City might face similar challenges. Mayor Shepherd explained that the sewer line in question had been cleaned in July of the prior year, less than a year before the incident, and that the City was still working to determine exactly what had caused the blockage. He expressed personal sympathy for the residents' circumstances, referenced prior personal experience with a sewage backup in a private line, and reiterated that City staff were actively working with the insurance provider to determine options and potential coverage. He then asked if there were additional public comments; hearing none, the mayor closed the comment period.

RECOGNITION OF THE PROCLAMATION DECLARING THE MONTH OF APRIL EACH YEAR AS “SEXUAL ASSAULT AWARENESS MONTH”

Mayor Shepherd introduced the next item as a recognition related to Sexual Assault Awareness Month. He noted that a few years earlier, the City had issued a proclamation declaring April as Sexual Assault Awareness Month in perpetuity, so that the proclamation would not need to be repeated annually. He reaffirmed that every April in Clearfield City would be recognized as Sexual Assault Awareness Month and introduced Jenna Nelson, the Youth Commission’s adult leader, to present on the topic.

Jenna Nelson addressed the mayor, council, staff, and residents and shared a detailed personal account of being sexually abused as a teenager in the mid-1990s by a trusted community instructor. She stated that she ultimately came forward 17 years later, but that the statute of limitations at the time—four years—made prosecution impossible. She reported subsequently working with the state legislature to change the law, resulting in passage in 2020 of House Bill 247, which extended the statute of limitations so that survivors of sex crimes committed against them between ages 14 and 18 now had until age 28 to report. Ms. Nelson noted that public awareness, discussion, and advocacy around sexual assault had improved over the years, but emphasized that continued education and support were needed. Ms. Nelson praised Clearfield City for being proactive by establishing a victim advocate position and invited the City’s victim advocate to explain available resources.

Clearfield City Victim Advocate Teresa Allen then addressed the Council and attendees, briefly introducing herself and explaining that she supported and offered resources to any victim in Clearfield, and could also connect individuals outside Clearfield with appropriate resources. Ms. Allen stated that she primarily worked with cases involving domestic violence, sexual assault, and child abuse. She explained that the role included helping victims navigate services, connect with financial support where available, and access other local and state resources. Mayor Shepherd thanked both Ms. Nelson and Ms. Allen for their remarks and work on behalf of victims and survivors.

DENIAL OF ORDINANCE 2026-06 APPROVING A ZONING MAP AMENDMENT TO REZONE THE PROPERTIES LOCATED AT APPROXIMATELY 240 EAST 1700 SOUTH (TINS: 12-073-0133 & 12-073-0109) FROM C-2 (COMMERCIAL) AND A-1 (AGRICULTURAL) TO C-2 (COMMERCIAL), R-3 (RESIDENTIAL), AND R-1-6 (RESIDENTIAL) TO ALLOW FOR A MIXED USE DEVELOPMENT

Stacy Millgate, Community Development Director, provided a presentation and reminded the Council that the proposal, known as “Chelemes Row,” had been discussed at the March 24, 2026 policy meeting. Ms. Millgate described the proposal as including approximately 0.99 acres of commercial frontage along Antelope Drive, 18 attached single-family townhomes, and two single-family lots. She reported that staff had not received any new substantive information since the last Council discussion. Ms. Millgate reviewed the General Plan’s future land use designation, which identified the area as general commercial, allowing commercial uses and some mixed-use with residential, with commercial as the primary use. Ms. Millgate noted that under the current layout, the proposal amounted to roughly 40% commercial and

60% residential, and that staff had previously concluded the proposal was consistent with the General Plan. However, she stated that, as a legislative body, the Council had discretion to determine whether the proposal effectively constituted a General Plan amendment, and if so, could act accordingly. Ms. Millgate summarized prior Council concerns, including the lack of a second access from 1800 South that would eventually connect to 400 East. She reported that no new access had been proposed. Ms. Millgate also outlined elements the applicant wished to include in a development agreement, such as limiting permitted commercial uses to those compatible with City Code and Council concerns, requiring the 18 townhomes to be for sale with a minimum one-year owner-occupancy requirement, and establishing specific site design and development standards. She concluded by noting that the Council needed to decide whether to approve, deny, or further table the rezone request, and stated that the applicant was present and wished to address the Council.

Tanner Webster, applicant, thanked the Council and clarified that some additional information regarding the development agreement had been provided to staff, though it had not been reflected in the staff slides, and that the applicant had hoped for a work session to discuss those details. He stated that the applicant's goal was to develop the full site as a combined project including the existing C-2-zoned commercial area, townhomes, and single-family lots. Webster explained that the seller no longer had greenbelt status and was incurring higher property taxes, creating pressure to proceed with some form of development. Webster stated that without the residential component to help subsidize the project, the property would likely be developed as a more conventional, potentially less desirable, standalone commercial use. Mr. Webster expressed willingness to enter into a development agreement that would restrict certain commercial uses, such as prohibiting auto-body shops, and to work with the City on traffic considerations. Webster explained that the applicant had attempted multiple times to contact an adjacent private property owner regarding access but had received no response. He referenced discussions with City staff indicating that any future access connection to 1800 South and 400 East would require eminent domain and improvements to bring it up to City standards. Mr. Webster requested an opportunity for additional discussion in a work session to address the Council's concerns rather than an outright denial.

Mayor Shepherd summarized that the Council's primary concern from the prior meeting had been access to the residential units. He described the configuration as a commercial "flag lot" with multiple residential units located behind, served by a single driveway access, and expressed concern about the feasibility and safety of such an arrangement.

Councilmember Peterson then detailed her concerns, stating that while she appreciated the applicant's collaborative approach and interest in owner-occupied housing, the proposed development created a neighborhood effectively served only by a back-of-business access. She explained that the design would require residents to drive several hundred feet down a shared driveway or alley behind commercial properties, involving multiple property owners and creating complicated long-term maintenance and responsibility issues. She noted that in past situations where multiple entities shared access responsibilities, the City had eventually become involved when arrangements failed, placing a burden on taxpayers. Councilmember Peterson stated that building a new neighborhood without basic, adequate access—including appropriate road standards and emergency access—was unacceptable from a planning

perspective and that she could not support the proposal as presented. She acknowledged the City's need for housing, and the appeal of owner-occupied townhomes, but emphasized that without acceptable access, a residential component on the site could not be supported.

Councilmember King concurred with Councilmember Peterson's assessment, reiterating that the lack of a proper secondary access, and the improbability of obtaining such access in the near future, made the project unfair to prospective residents and too risky from a safety and planning standpoint.

Councilmember Ratchford asked whether the applicant had consulted with other professionals in the field, such as additional engineers or developers, to identify alternative approaches. Mr. Webster responded that they had consulted multiple engineers, architects, and home builders but had not identified a workable alternative access solution. He noted that some buyers might be willing to accept the inferior access in anticipation of a future connection, but the applicant understood that some others would not. Ratchford expressed further concerns regarding emergency access and the City's responsibility not to design new developments with substandard, single-access configurations that mirrored older, non-compliant patterns. Councilmember Ratchford emphasized the safety and operational implications of serving more than 20 homes with only one driveway access combined with commercial circulation.

Mr. Webster responded that the applicant had also spoken with the traffic engineer, who believed that, from a long-term planning standpoint, a minor collector connection to the south could be adequate; however, that improvement did not yet exist. Councilmember Wurth then asked whether the applicant had received any response from adjacent parcel owners, including Lakeview Apartments or MADEC Enterprises, that would give hope that access could be acquired or extended. Mr. Webster replied that access was ultimately controlled by the General Plan and City standards, and that while staff had indicated that any future connection would likely require eminent domain, outreach directly to those owners had been unsuccessful, with no responses received to multiple emails.

Mayor Shepherd acknowledged the complexity of the situation, noting the longstanding nature of the Chelemes family ownership and the difficulty created by another family member's refusal to participate in broader parcel consolidation or access solutions. He explained that, from a City perspective, full development of the area, including the eastern parcel, made long-term sense, but that the lack of cooperation from an adjacent owner created a substantial obstacle. Mayor Shepherd reiterated that without a viable access solution, it was difficult for the Council to support the rezone. Councilmembers continued to express that while they valued housing and appreciated the applicant's design efforts, the access issue remained a fundamental barrier.

Councilmember Thompson moved to deny Ordinance 2026-06 approving a zoning map amendment to rezone the properties located at approximately 240 East 1700 South based on the access limitations discussed, seconded by Councilmember Peterson.

RESULT: Passed [5 TO 0]

YES: Councilmember Peterson, Councilmember Thompson, Councilmember Wurth,

Councilmember Ratchford, Councilmember King
NO: None

APPROVAL OF RESOLUTION 2026R-06 APPROVING THE INTERLOCAL AGREEMENT BETWEEN CLEARFIELD CITY, LAYTON CITY AND DAVIS COUNTY TO CREATE A HOME CONSORTIUM FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM

Stuart Williams, City Attorney, presented the item, explaining that Davis County administered a HOME program and needed an interlocal agreement with entitlement cities such as Clearfield and Layton to pool resources and maximize funding for affordable housing. Mr. Williams stated that the agreement was essentially a renewal of a prior interlocal agreement and was intended to expand the supply of decent, affordable housing for low- and very low-income families, build local capacity to carry out affordable housing programs, and coordinate assistance for participants in developing affordable housing. He reported that the County was modifying aspects of the program to increase participation and was now partnering with Habitat for Humanity to use some funds for home improvement projects, which would benefit Clearfield residents. In response to a question from the mayor about whether the County provided emergency rehabilitation assistance, Mr. Williams stated that he could not speak definitively on behalf of the County but recognized the mayor's interest in any such options.

Councilmember Wurth moved to approve Resolution 2026R-06 approving the Interlocal Agreement between Clearfield City, Layton City, and Davis County to create a HOME Consortium for the HOME Investment Partnership Program, and authorize the mayor's signature to any necessary documents, seconded by Councilmember Ratchford.

RESULT: Passed [5 TO 0]

YES: Councilmember Peterson, Councilmember Thompson, Councilmember Wurth, Councilmember Ratchford, Councilmember King
NO: None

COMMUNICATION ITEMS

MAYOR'S REPORT

Mayor Mark R. Shepherd

- Reported attending the Clearfield High School scholarship awards event earlier that day, where the City's scholarship had been presented to Youth Commission Chair Addison Adams. He explained that the City did not select the scholarship recipient; instead, Clearfield High School selected the recipient based on City-provided criteria. The scholarship awarded was \$1,000.
- He also summarized recent involvement in meetings with the "America's Housing Comeback" initiative, which included discussions among home builders, planners, bankers, and realtors about planning strategies, particularly regarding parking requirements in city ordinances. He stated that there was growing consensus in the broader planning community that cities should consider not mandating minimum parking requirements because market forces, builders, and lenders would prevent severely under-parked projects. Mayor Shepherd noted initial skepticism

but indicated that it might warrant future consideration.

- Reported upcoming travel, including a trip to Savannah, Georgia, to join other mayors in kicking off Jewish American Heritage Month, followed by travel to Air War College and the Association of Defense Communities, where he had been assigned significant reading and preparation.
- He further noted that upon returning, the mayor and Spencer Brimley, Assistant City Manager and Economic Development Director, planned to attend the ICSC retail convention in Las Vegas, accompanied by a representative from Lakeside Development, to recruit and negotiate with potential retail businesses for Clearfield.

CITY COUNCIL'S REPORTS

Councilmember Peterson

- Nothing to report from Wasatch Integrated.

Councilmember Wurth

- Councilmember Wurth reported that the Parks Commission would be hosting a Steed Pond cleanup event on Saturday, May 16, 2026, from 9:00 a.m. to 12:00 p.m.
- He also announced that the Crush Golf was scheduled to open on May 21, 2026.

Councilmember Ratchford

- Councilmember Ratchford reported that the Davis County Business Expo would be held the following day at the Davis Conference Center from 1:30 p.m. to 5:00 p.m. She encouraged attendance, noting that there would be numerous vendors, including many focused on home renovation and restoration services, as well as food and giveaways.
- She also announced the “Giving Tea” event scheduled for May 19, 2026, at a venue in a neighboring city, explaining that it would serve spouses of deployed service members by providing a space for them to connect and build relationships.
- She reported on the Fire District, stating that the budget process was progressing smoothly and that a tentative budget was expected to be ready for presentation at the next board meeting.

Councilmember King

- Councilmember King reported that the Mosquito Abatement District was beginning operations earlier than usual due to a warm winter and noted that residents could request neighborhood spraying, which was funded through property taxes.
- She also provided an update on Communities That Care, highlighting the “CHAT” campaign that encouraged meaningful interactions between parents and teenagers. She reported that Communities That Care had conducted a walkthrough at the Clearfield Aquatic Center to place an installation promoting the campaign and that the organization had also released a parent survey to complement the annual student survey. Councilmember King explained that both student and parent data were used to identify risk and protective factors and to guide program and resource allocation in North Davis communities. She encouraged parents to complete the survey at tinyurl.com/northDavisparents.

Councilmember Thompson

- Councilmember Thompson addressed the sewer backup issue raised during public comments. He stated that upon learning of the incident, he had begun efforts to meet with Public Works to collect more detailed information on problem areas in the City’s sewer system, including similar incidents reported previously by another resident during the prior year’s Council campaign. He expressed concern that the incidents might indicate a broader issue affecting not

only Main Street but also other neighborhoods. Councilmember Thompson reported that the North Davis Sewer District had recently approved increased rates or requirements on grease traps, as part of its efforts to address grease-related blockages. He pledged to meet with Public Works within the week to gather data on known problem areas and to bring residents' stories forward to the Sewer District and within the City. He encouraged affected residents to email their experiences so that those accounts could be used to inform and support discussions with staff and the District.

CITY MANAGER'S REPORT

JJ Allen, City Manager

- Mr. Allen expressed appreciation to the residents who came to share their experiences of the sewer backup and acknowledged the tragic and heartbreaking nature of their circumstances. He assured attendees that staff would do their best to represent everyone fairly while continuing to work through the situation with the City's insurance provider, within the constraints of what could be promised.
- Thanked the Council for supporting staff professional development, noting that several staff members had recently attended a conference for city managers and that such training and peer-learning opportunities were valuable for improving City operations.

STAFF REPORTS

Nancy R. Dean, City Recorder

- Ms. Dean provided a scheduling update, noting that a council work session was planned for the following week, that the May 12, 2026, Council meeting would include presentation of the tentative budget, and that the next regular Council meeting after that would be held on May 26, 2026.

Councilmember Wurth moved to adjourn at 7:54 p.m., seconded by Councilmember Thompson.

RESULT: Passed [5 TO 0]

YES: Councilmember Peterson, Councilmember Thompson, Councilmember Wurth, Councilmember Ratchford, Councilmember King

NO: None

**APPROVED AND ADOPTED
This day of 2025**

/s/ Mark R. Shepherd, Mayor

ATTEST:

/s/ Nancy R. Dean, City Recorder

I hereby certify that the foregoing represents a true, accurate, and complete record of the Clearfield City Council meeting held Tuesday, April 28, 2026.

/s/ Nancy R. Dean, City Recorder

DRAFT

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 PM WORK MEETING
May 05, 2026

City Building
55 South State Street
Clearfield City, Utah

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PRESIDING: Mayor Pro Tem Megan Ratchford

PRESENT: Councilmember Karece Thompson, Councilmember Nike Peterson, Councilmember Megan Ratchford, Councilmember Dakota Wurth, Councilmember Danielle King

ABSENT: Mayor Mark Shepherd

STAFF PRESENT: City Manager JJ Allen, Assistant City Manager Spencer Brimley, City Attorney Stuart Williams, CDBG Coordinator Allison Barnes, Community Services Director Eric Howes, Sergeant Detective Josh Carlson, Community Development Director Stacy Millgate, Community Relations Director Shaundra Rushton, City Recorder Nancy Dean, Deputy City Recorder Chersty Titensor

VISITORS: Alyssa Haltli, Addison Adams, Jane Budd, Ari Fawcett, Ashlynn Peterson, Mackynna Bouwhuis, Katie Budd

Mayor Pro Tem Megan Ratchford called the meeting to order at 6:01 p.m.

DISCUSSION WITH THE CLEARFIELD CITY YOUTH COMMISSION REGARDING THEIR ATTENDANCE AT THE NATIONAL LEAGUE OF CITIES CONGRESSIONAL CITIES CONFERENCE IN WASHINGTON, D.C.

Addison Adams, Youth Commissioner, reported that the trip had been a valuable educational and leadership experience. Ms. Adams stated that one of the most beneficial workshops involved collaborating with youth groups from other communities on housing development scenarios involving various income levels and funding allocations. She explained that the activity allowed participants to discuss housing strategies, compare regional approaches, and reflect on how similar concepts could apply within their own communities. She noted that the Youth Commission's primary focus for the conference was teen homelessness and stated that the workshop discussions helped the group consider how housing options could impact that issue. Ms. Adams also explained that the Commission researched teen homelessness prior to the trip and presented information and ideas to Senator John Curtis regarding possible solutions and support opportunities. Adams stated that the trip helped strengthen the Commission's

collaboration and gave members a meaningful issue to continue working on within the community.

Ashlynn Peterson, Youth Commissioner, spoke regarding the importance of the Washington, D.C. trip and the value of public funding supporting the experience. She stated that the trip provided opportunities to study American history and government firsthand through visits to national monuments and memorials. She reflected on lessons related to unity, leadership, and civic responsibility learned from visits to the Washington Monument and Lincoln Memorial. Ms. Peterson also discussed a housing workshop focused on homelessness and expressed concerns regarding broader economic and housing affordability issues affecting homelessness. She stated that the Youth Commission intentionally selected teen homelessness as its primary topic to present to members of Utah's congressional delegation and emphasized the value of meeting directly with elected officials, including Senator Curtis, to discuss community concerns and potential solutions. She stated that the experience reinforced the importance of civic engagement, collaboration, and community problem solving.

Jane Budd, Youth Commissioner, stated that the trip was their first experience flying and provided valuable exposure to people from diverse backgrounds and communities. She summarized several key themes discussed during conference workshops, including the importance of cities collaborating to solve shared problems and the role of constructive criticism in improving government. She stated that participants were reminded that the nation had overcome division in the past and could do so again. Ms. Budd discussed learning about internship opportunities with congressional offices and the Library of Congress, touring the U.S. Capitol, and visiting the House floor. She also explained that the Commission met with representatives and local education officials regarding teen homelessness, including discussions with Jen Harmer from the Davis School District concerning the McKinney-Vento Act and differing definitions of homelessness between education and housing agencies. Ms. Budd stated that the Commission advocated for expanding the federal definition of homelessness to include couch surfing youth so more teens could access services and resources. She further noted that the experience increased their interest in future work supporting youth and families experiencing instability.

Mackynna Bouwhuis, Youth Commissioner, expressed appreciation for the opportunity to attend the conference and stated that the experience increased awareness regarding teen homelessness and the impact housing instability had on students and school performance. She discussed learning about the McKinney-Vento Act and various approaches to assisting homeless youth through housing and rehabilitation programs. She also highlighted the opportunity to tour the U.S. Capitol and House of Representatives floor and stated that seeing historic artifacts and national landmarks firsthand was especially meaningful.

Ari Fawcett, Youth Commissioner, stated that the conference provided both educational and relationship-building opportunities. He discussed meeting with Senator John Curtis and Congressman Blake Moore regarding the Commission's teen homelessness initiative and learning strategies for effectively advancing policy concerns. He also noted that the conference allowed the Commission to connect with youth groups from across the country and exchange ideas regarding local community issues. Mr. Fawcett expressed support for continuing future

Washington, D.C. trips so other youth could benefit from similar experiences and leadership opportunities.

Councilmember Wurth read remarks prepared by Youth Commission Advisor Jenna Nelson, who was unable to attend due to illness. Ms. Nelson's statement thanked the Mayor, City Council, and staff for supporting the trip and summarized activities completed during the conference and surrounding tours. The statement noted that the Clearfield Youth Commission was the only youth commission from Utah attending the conference. Ms. Nelson described visits to national monuments, museums, the Pentagon 9/11 Memorial, the U.S. Capitol, and the White House. Ms. Nelson stated that Senator Curtis's office arranged a Capitol tour that included access to the House chamber and Speaker's balcony, and Senator Mike Lee's staff facilitated a White House tour.

Ms. Nelson's statement further summarized conference workshops related to housing and homelessness and explained that the Youth Commission selected teen homelessness as its primary policy focus before traveling to Washington, D.C. She outlined the research conducted by the Commission regarding causes and impacts of youth homelessness and detailed the information presented to Utah's congressional delegation. The Commission advocated for expanding the federal definition of homelessness to include couch surfing youth, increasing access to medical and mental health resources without parental signatures, and supporting additional school-based teen resource centers. Ms. Nelson reported that Congressman Blake Moore commended the Commission for its preparation and seriousness regarding the issue and that Senator Curtis requested additional research and committed to future follow-up discussions with the Commission. Ms. Nelson also stated that Senator Lee's deputy chief of staff acknowledged learning new information regarding limitations in current homelessness definitions.

Ms. Nelson's statement additionally recognized Ashlynn Peterson for successfully navigating the Washington, D.C. metro system throughout the trip and commended the Youth Commission members for representing Clearfield City professionally and respectfully. She thanked the Mayor, City Council, staff, sponsors, donors, and parents for supporting the trip and stated that the experience would have a lasting impact on participating youth.

Councilmember Wurth thanked the Youth Commission members for their work and representation of the City.

DISCUSSION ON 2026-2027 CDBG ANNUAL ACTION PLAN, AMENDMENTS TO THE 2025-2029 CONSOLIDATED PLAN AND THE CITIZEN PARTICIPATION PLAN

The Council received a presentation regarding the Community Development Block Grant (CDBG) Annual Action Plan for 2026 and amendments to the 2025-2029 Consolidated Plan. Allison Barnes, CDBG Coordinator, explained that the City had anticipated receiving approximately \$223,579 in funding. Ms. Barnes stated that allocations included funding for administrative costs, public service agencies, ADA sidewalk improvements, and ADA pool lifts. Ms. Barnes also explained that an amendment to the Consolidated Plan proposed using approximately \$26,000 in prior-year funding to assist with City Hall elevator improvements. She

informed the Council that after attending training earlier that day, staff learned that newspaper publication requirements for public notices remained mandatory and that the previously considered amendment to the Citizen Participation Plan eliminating printed newspaper notices would not move forward. Councilmember Peterson commented on the significant cost associated with newspaper publication requirements. Councilmember Ratchford noted having recently connected with representatives from Safe Harbor during a business expo event and expressed appreciation for their public outreach efforts.

DISCUSSION OF THE FUTURE REQUIRED PUBLIC HEARING ON PROPOSED COMPENSATION INCREASES FOR MUNICIPAL EXECUTIVE OFFICERS

The Council discussed the upcoming required public hearing regarding proposed compensation increases for municipal executive officers. Stuart Williams, City Attorney, explained that the public hearing requirements stemmed from a relatively new state law and that municipalities across the state were implementing the requirements differently. Mr. Williams stated that Clearfield City was taking a transparent and comprehensive approach by applying the requirements to all department heads and assistant or deputy department heads, totaling eleven positions. Mr. Williams explained that the proposed compensation adjustments followed the same compensation philosophy used for other city employees, including merit increases of zero to three percent and a 2.6 percent cost-of-living adjustment. Mr. Williams reported that the total fiscal impact was projected to be slightly under \$100,000 and stated that the public hearing would be held during the following week's meeting.

Councilmember Wurth moved to adjourn at 6:35 p.m., seconded by Councilmember Peterson.

RESULT: Passed [5 TO 0]

YES: Councilmember Thompson, Councilmember Peterson, Councilmember Ratchford, Councilmember Wurth, Councilmember King

NO: None

ABSENT: Mayor Mark Shepherd

**APPROVED AND ADOPTED
This day of 2026**

/s/ Mark R. Shepherd, Mayor

ATTEST:

/s/ Nancy R. Dean, City Recorder

I hereby certify that the foregoing represents a true, accurate, and complete record of the Clearfield City Council meeting held Tuesday, May 05, 2026.

/s/ Nancy R. Dean, City Recorder

TO: Mayor Shepherd and City Council Members

FROM: Tyson Stoddard, Planner

MEETING DATE: May 26, 2026

SUBJECT: Public Hearing, Discussion, and Possible Action on an amendment to the Wilcox Farms Subdivision Development Agreement to include garage dimension parking standards and home plan distribution requirements.

RECOMMENDED ACTION

On May 20, 2026, the Clearfield City Planning Commission forwarded a recommendation to the City Council for approval of the Development Agreement Amendment request.

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 or elevation style in the development of the remaining lots.

Public Notice and Public Hearing Requirements

Similar to a zoning text amendment, a development agreement changes the standards for a specific development and therefore should be subject to the same level of public participation and public process as an ordinance amendment. A public hearing must be held with the Planning Commission and with the City Council as part of the review and approval process of the amendment.

Notice has been provided on site and in accordance with public noticing requirements. Staff has not received any comment to date, and there was no public comment during the public hearing with the Planning Commission.

CORRESPONDING POLICY PRIORITIES

- Improving Clearfield's Image, Livability, and Economy

The proposed amendments establish specific garage dimension standards based upon lot size constraints, while ensuring that functional parking is provided within the interior of the garages to meet parking requirements. A plan distribution section is included to ensure balance and variety of both home plans and elevation styles throughout the development.

HEDGEHOG SCORE


Not considered

FISCAL IMPACT

None anticipated.

ALTERNATIVES

The City Council has the following decision options available for the request.

- 
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 request additional information and time to consider the request.

SCHEDULE / TIME CONSTRAINTS

There is not a specific schedule associated with the request, but there are pending building permits that will be able to be reviewed and issued if the amendment is approved and executed.

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: _____

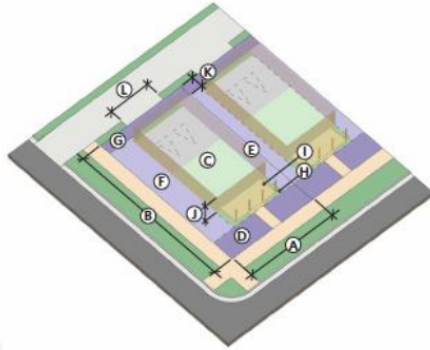
Its: _____

EXHIBIT C-2:

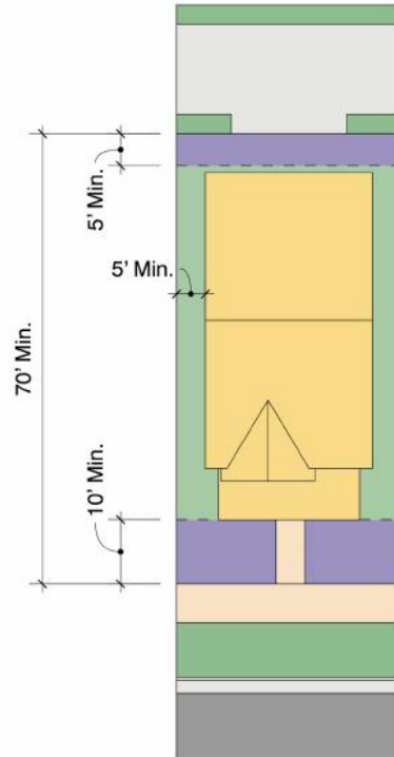
OVERVIEW

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.

BUILDING PLACEMENT REQUIREMENTS

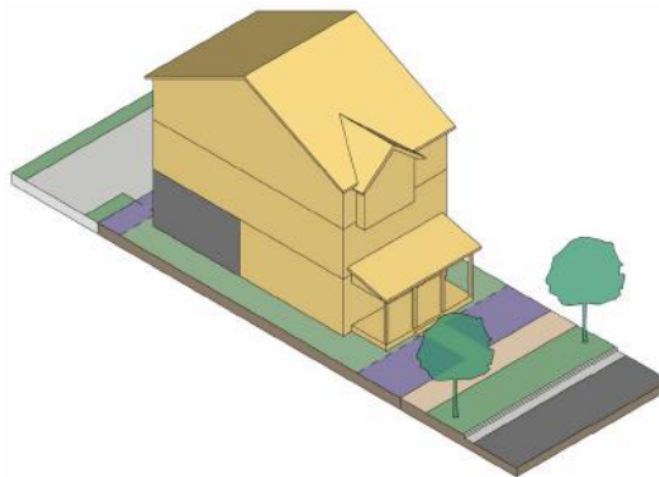


Typical Lot Size		
A	Width	35 — 45 ft.
B	Depth	70 ft. min.
C	Area	2,450 sf min.
Setbacks		
D	Front	10 ft. min.
E	Side	5 ft. min.
F	Corner Side	10 ft. min.
G	Rear	5 ft. min.
Facade Zone		
H		10 ft.
Porch Encroachments		
I		4 ft.
Height		
J		2 - 3 stories
Garage Setback		
K		5 ft. min.
Maximum Driveway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



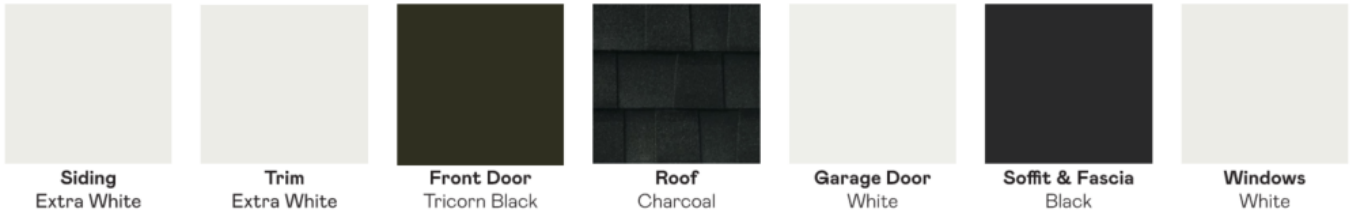
STREETSCAPE EXAMPLE



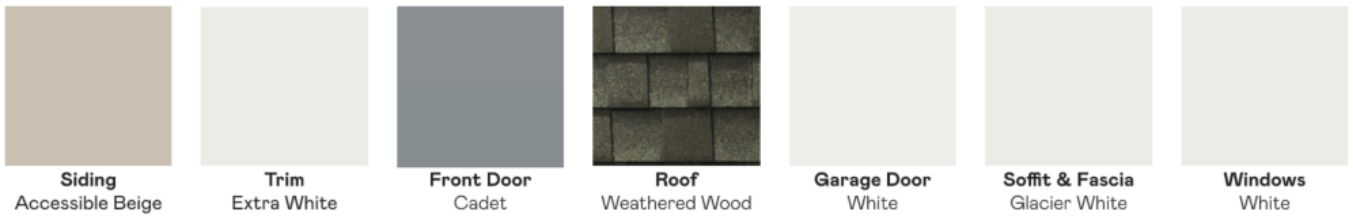
TYPICAL ARCHITECTURE



Scheme 1



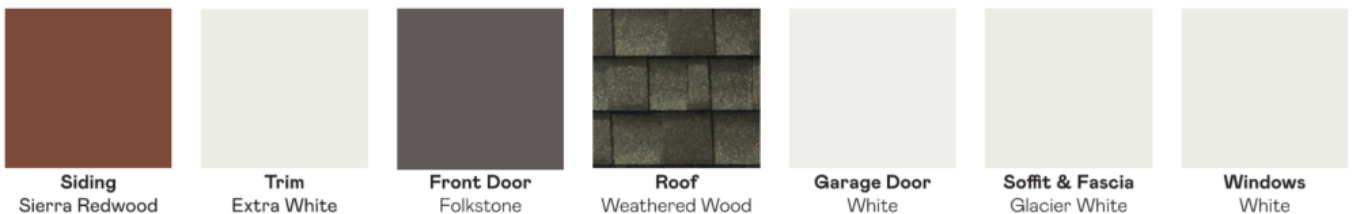
Scheme 2










Scheme 3






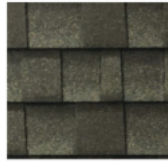



Scheme 4



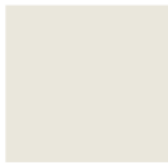
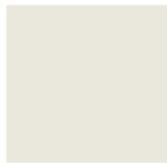


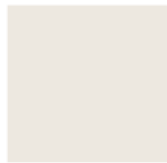

Scheme 5

						
Siding Argos	Trim Extra White	Front Door Grizzle Gray	Roof Charcoal	Garage Door White	Soffit & Fascia Glacier White	Windows White






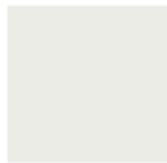

Scheme 6

						
Siding Creamy	Trim Creamy	Front Door Keystone Gray	Roof Weathered Wood	Garage Door Taupe	Soffit & Fascia Teakwood	Windows Taupe


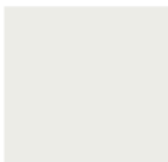
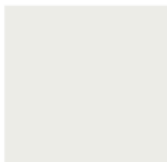

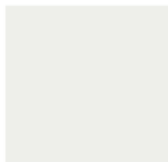

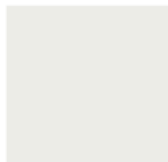
Scheme 7

						
Siding Messenger Bag	Trim Alabaster	Front Door Alabaster	Roof Weathered Wood	Garage Door White	Soffit & Fascia Natural Linen	Windows White


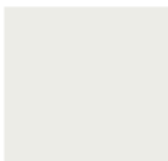



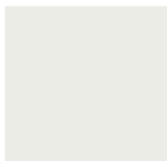
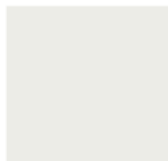
Scheme 8

						
Siding Birdseye Maple	Trim Extra White	Front Door Aurora Brown	Roof Weathered Wood	Garage Door White	Soffit & Fascia Glacier White	Windows White

Scheme 9

						
Siding Foxhall Green	Trim Extra White	Front Door Extra White	Roof Charcoal	Garage Door White	Soffit & Fascia Black	Windows White

Scheme 10

						
Siding Felted Wool	Trim Extra White	Front Door Foxhall Green	Roof Charcoal	Garage Door White	Soffit & Fascia Glacier White	Windows White

PLAN DISTRIBUTION

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 undue concentration of any single home plan. Each approved home plan shall be represented on at least twenty percent (20%) of the remaining vacant lots, unless otherwise approved by the City. An architectural elevation script is provided within this section illustrating the distribution of architectural elevation styles for the remaining lots. Architectural elevations shall comply with the elevation script to the maximum extent feasible; provided, however, Developer shall have the right, in Developer sole discretion, to substitute the elevations shown on the elevation script for up to eight (8) homes. This provision is intended to ensure a balanced distribution of home plans and elevation styles and to avoid repetition of identical elevation styles on adjacent lots, while allowing administrative flexibility in response to market conditions and construction sequencing.





STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Spencer Wayne Brimley, Assistant City Manager

MEETING DATE: May 26, 2026

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

RECOMMENDED ACTION

Discuss and approve the proposed Data Privacy Program Policy and approve the Mayor's signature to any necessary documents.

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

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

The proposed Data Program Policy must be adopted by May 2026.

LIST OF ATTACHMENTS

- Clearfield Privacy-Program-Policy_Final052626

CLEARFIELD CITY PRIVACY PROGRAM POLICY

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.

CLEARFIELD CITY RESOLUTION 2026R-12

A RESOLUTION ADOPTING CLEARFIELD CITY'S DATA PRIVACY PROGRAM

WHEREAS, Utah Code §63A-19-102 establishes statewide privacy principles requiring governmental entities to protect personal data, provide notice, implement safeguards, respect individual privacy expectations, and comply with applicable laws; and

WHEREAS, Clearfield City collects and maintains personal data to provide municipal services, meet statutory obligations, and carry out governmental functions; and

WHEREAS, the City Council finds it in the best interest of residents, employees, and visitors to adopt a Privacy Policy consistent with state law; and

NOW, THEREFORE, BE IT RESOLVED by the Clearfield City Council as follows:

Section 1. Resolution. The attached "Clearfield City Privacy Program Policy," is approved and the mayor is authorized to execute the agreement on behalf of Clearfield.

Section 2. Effective Date. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CLEARFIELD CITY, STATE OF UTAH, at its regular meeting on the 26th day of May, 2026.

ATTEST

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

CLEARFIELD CITY ORDINANCE 2026-08

AN ORDINANCE APPROVING THE THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH LHM DEV WLX, LLC, AS SUCCESSOR-IN-INTEREST TO DISCOVERY DEVELOPMENT, LLC, FOR THE WILCOX FARMS SUBDIVISION PROJECT LOCATED AT APPROXIMATELY 1550 SOUTH 1000 WEST, CLEARFIELD, DAVIS COUNTY, UTAH

PREAMBLE: This Ordinance approves the third amendment to the development agreement with LHM DEV WLX, LLC, as successor-in-interest to Discovery Development, LLC, for the Wilcox Farms Subdivision project located at approximately 1550 South 1000 West, Clearfield, Davis County, Utah.

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, after a public hearing on the matter, the Clearfield City Planning Commission recommended to the Clearfield City Council that the third amendment to development agreement be approved in accordance with the staff recommendations; and

WHEREAS, following proper notice, as set forth by state law, the City Council held a public hearing on the third amendment to the development agreement and allowed for public comment thereon; and

WHEREAS, after the public hearing, the City Council carefully considered any comments made during the public hearing, the developer's position, as well as the Planning Commission's recommendations regarding the proposed third amendment to the development agreement; 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, following its public deliberation, the City Council has determined that the third amendment to the development agreement proposed by the Planning Commission is in the best interests of Clearfield City and its residents and will most effectively implement the City's planning efforts while allowing the subject property to be put to its highest and best use;

NOW THEREFORE BE IT ORDAINED by the Clearfield City Council that:

Section 1. Development Agreement: The third amendment to the Development Agreement with LHM DEV WLX, LLC, governing the Wilcox Farms Subdivision project located at approximately 1550 South 1000 West is approved and attached hereto as Exhibit "A".

Section 2. Effective Date: This Ordinance shall become effective as those set forth above and its posting in three public places within Clearfield.

Dated this 26th day of May, 2026, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

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

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



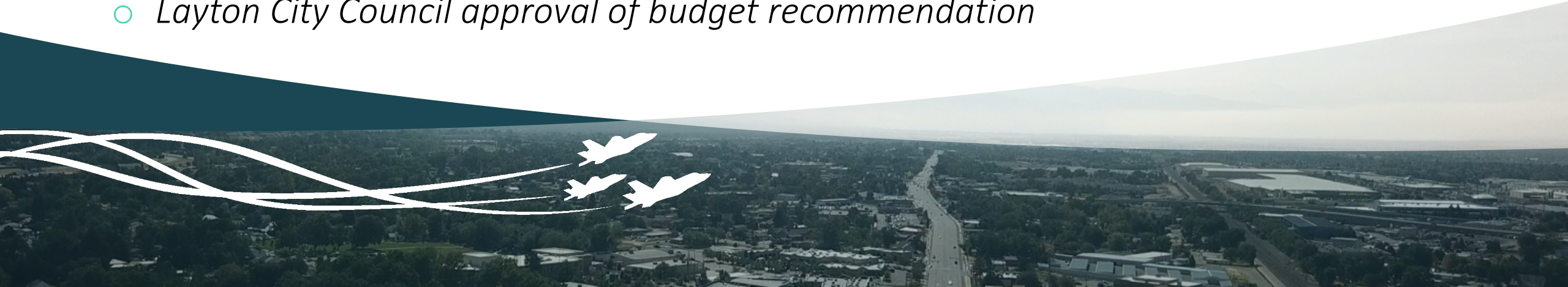
North End Dispatch Consolidation

- *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*



CLEARFIELD CITY RESOLUTION 2026R-11

A RESOLUTION AUTHORIZING AN INTERLOCAL COOPERATION MASTER AGREEMENT WITH LAYTON CITY AND THOSE MUNICIPAL CORPORATIONS, COUNTIES, STATE AGENCIES, AND SPECIAL SERVICE DISTRICTS THAT EXECUTE A JOINDER OR ADDENDUM TO THE MASTER AGREEMENT TO PROVIDE DISPATCH SERVICES THROUGH A CONSOLIDATED, REGIONAL EMERGENCY COMMUNICATION CENTER

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

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

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

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; and,

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, BE IT RESOLVED by the Clearfield City Council as follows:

Section 1. Resolution. The attached Interlocal Cooperation Master Agreement with Layton City to provide dispatch services through a consolidated, regional emergency communications system for certain municipal, county, and special service district agencies, is approved and the mayor is authorized to execute the agreement on behalf of Clearfield.

Section 2. Effective Date. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CLEARFIELD CITY, STATE OF UTAH, at its regular meeting on the 26th day of May, 2026.

ATTEST

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Rich Knapp, Chief Finance Officer

MEETING DATE: May 26, 2026

SUBJECT: Fiscal Year 2026 Third Quarter Financial Update

Recommended Action

Presentation and discussion only.

Description / Background

The draft third quarter FY26 figures will be prepared in advance of the meeting, while the analysis and presentation will be finalized shortly beforehand to ensure the discussion is based on the most current and accurate data.

Corresponding Policy Priorities

- Providing Quality Municipal Services

Regular updates allow city leaders to allocate resources effectively, address financial challenges proactively, and maintain high service standards for residents.