



CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
June 09, 2026 - WORK MEETING

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

55 South State Street
Third Floor
Clearfield, Utah

6:30 P.M. WORK MEETING

Discussion on an Interlocal Agreement with Layton City and Davis County regarding the joint application of the Edward Byrne Memorial Justice Assistance Grant (2025 Byrne JAG).

Discussion on the Fiscal Year 2026 Proposed Budget Amendments

Discussion on the Fiscal Year 2027 Budget

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

****ADJOURN THE CITY COUNCIL WORK MEETING AND RECONVENE IN THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY WORK MEETINGS****

Posted June 5, 2026.

/s/Nancy R. Dean, 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 R. Dean at Clearfield City, nancy.dean@clearfieldcityut.gov & 801-525-2714

TO: Mayor Shepherd and City Council Members

FROM: Kelly Bennett, Police Chief

MEETING DATE: June 9, 2026

SUBJECT: Interlocal Agreement between Layton City and Davis County regarding the joint application of the Edward Byrne Memorial Justice Assistance Grant (2025 Byrne JAG).

RECOMMENDED ACTION

Staff recommends entering into an agreement with Layton City to manage the joint application of the 2025 Edward Byrne Memorial Justice Assistance Grant.

DESCRIPTION / BACKGROUND

The Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) Program is a federal grant administered through the U.S. Department of Justice that provides funding to state and local governments to support a broad range of public safety initiatives. The program is designed to assist law enforcement agencies and local jurisdictions in enhancing public safety, reducing crime, and improving the administration of justice.

The grant is formula-based and allocated annually based on population and crime statistics. In previous years, Clearfield City received JAG funding allocated by the Utah Commission on Criminal and Juvenile Justice through a competitive grant application process. This year, Clearfield City qualified for a direct formula-based allocation because of increases in population and the current violent crime statistics reported to the Federal Bureau of Investigation (FBI). Further research did not reveal a significant increase in violent crime; rather, the city's population growth pushed the city slightly above the threshold for a direct allocation.

Funds awarded through the program help local agencies offset costs associated with public safety operations and allow agencies to invest in equipment, technology, and programs that may not otherwise be funded through the general budget process. The JAG Program allows eligible local jurisdictions to participate in a shared or "disparate allocation" application process when multiple agencies are identified within the same funding allocation area. Under this process, one agency serves as the designated fiscal agent and submits the grant application on behalf of the participating agencies. This arrangement is formalized through an interlocal agreement outlining each agency's responsibilities, funding distribution, and approved expenditures.



Layton City was selected as the fiscal agent and will receive all grant funding directly from the federal government. Layton City will assume responsibility for submitting the grant application, accepting the award, managing grant funds, ensuring compliance with federal requirements, and distributing the agreed-upon funding shares to Clearfield and Davis County. It is anticipated that the total grant award will be \$29,207.00, with Clearfield City receiving \$9,551.00 of the total amount.

The city will utilize the funds to increase security and safety at Barlow Park. It is the city's intention to add one or two additional cameras near the park parking lot. The city has responded to several criminal mischief and property damage reports in the area, including arson related incidents.

Acceptance of the Edward Byrne Memorial Justice Assistance Grant does not require a local funding match. Grant expenditures must comply with federal guidelines and reporting requirements established by the U.S. Department of Justice. If the interlocal agreement is approved, Layton City will administer the grant and ensure compliance with all federal requirements

CORRESPONDING POLICY PRIORITIES

- Providing Quality Municipal Services

HEDGEHOG SCORE

N/A

FISCAL IMPACT

There is no financial impact to the city because the grant does not require matching funds. Once the project is complete, Layton will reimburse Clearfield for all eligible project costs up to \$9,551.00.

ALTERNATIVES

This project could be funded through the general fund; however, there are currently no immediate plans to increase safety and security at Barlow Park through additional video surveillance.

SCHEDULE / TIME CONSTRAINTS

N/A

LIST OF ATTACHMENTS

- Interlocal Agreement

**AN INTERLOCAL AGREEMENT BETWEEN LAYTON CITY,
CLEARFIELD CITY, AND DAVIS COUNTY FOR THE PURPOSE OF
DISTRIBUTING THE 2025 EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT NUMBER O-BJA-2025-172542 FUNDS**

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code Annotated 1953, as amended, in order to permit local governmental units to make the most efficient use of their powers to provide the benefit of economy of scale, authorizes public agencies of the State of Utah including counties and municipalities to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis any powers, privileges, and authority exercised or capable of exercise by such public agencies; and

WHEREAS, Layton City Corporation, a Utah municipal corporation, (hereinafter “Layton City”), Clearfield City Corporation, a Utah municipal corporation, (hereafter “Clearfield City”) and Davis County, a body politic and political subdivision of the State of Utah, (hereinafter “Davis County”), mutually desire to cooperate in applying and distributing grant proceeds described herein; and

WHEREAS, Layton City intends to make a joint application for the 2025 Edward Byrne Memorial Justice Assistance Grant (hereinafter 2025 Byrne JAG) offered by the Bureau of Justice Assistance, U.S. Department of Justice, on behalf of Layton City, Clearfield City, and Davis County; and

WHEREAS, Layton City, Clearfield City, and Davis County, (hereinafter jointly “Participants”) anticipate a 2025 Byrne JAG joint application award amount of \$29,207.00, which amount the Participants intend to divide and distribute amongst themselves in the manner set forth in this agreement; and

WHEREAS, the Participants have negotiated the terms of this Agreement and determined that this Agreement is mutually beneficial to each Participant;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Participants hereto do hereby agree as follows:

**ARTICLE ONE
TERM**

1.01 This Agreement shall be effective for a term beginning October 1, 2025, and ending September 30, 2027.

**ARTICLE TWO
APPLICATION AND DIVISION OF 2025 BYRNE JAG PROCEEDS**

2.01 **Application Process.** Layton City will: (a) make application for the 2025 Byrne JAG grant

award on behalf of the Participants, (b) in the event an award, act as grant manager on behalf of the Participants, and (c) distribute 2025 Byrne JAG grant proceeds to the Participants in the manner set forth herein.

2.02 Anticipated Award. It is anticipated that the Participants will be awarded a 2025 Byrne JAG joint application award amount of \$29,207.00. Participants agree that Layton City shall manage the grant proceeds.

2.03 Award Distribution. The Participants agree that Layton City shall distribute the joint application award amount amongst the Participants as follows:

2.03.1 Layton City: Layton City shall receive \$16,736.00 in 2025 Byrne JAG funds. Layton City agrees to: (a) use the \$16,736.00 to purchase a modular training wall system to enhance officer training, improve tactics, and be available as a regional training asset.

2.03.2 Davis County: Davis County shall receive \$2,920.00 in 2025 Byrne JAG funds. Davis County agrees to: (a) use the \$2,920.00 to purchase computer and television hardware presentation equipment, mobile device extraction software, to investigate, organize and present evidence during hearings and trials.

2.03.3 Clearfield City: Clearfield City shall receive \$9,551.00 in 2025 Byrne JAG funds. Clearfield City agrees to: (a) use the \$9,551.00 to purchase and install video surveillance cameras in city parks and trails to be utilized as a deterrent to criminal activity and a valuable investigative tool to help identify suspects, document criminal behavior, and strengthen cases for prosecution.

2.04 Authorized Expenditures. All 2025 Byrne JAG funds distributed shall be expended by the Participants for the purposes described herein during the term of this Agreement.

2.05 Pro-Rata Distribution. In the event the Participants receive a 2025 Byrne JAG joint application award of a total or incremental amount equaling more or less than \$29,207.00, the 2025 Byrne JAG funds shall be distributed amongst the Participants on a pro-rata basis, in the same proportion and for the same purposes as described above.

2.06

ARTICLE THREE MISCELLANEOUS

3.01 No Separate Entity. It is the intent of the Participants that this Agreement not create a separate legal entity to provide for its administration. It shall be administered by the Executive of each of the Participants. Participants shall not jointly acquire, hold or dispose of real or personal property pursuant to this Agreement, except as specifically set forth herein.

3.02 Privileges and Immunity. All privileges and immunities which surround the activities of governmental officers and employees shall continue in full force and effect.

- 3.03 Amendment.** This Interlocal Agreement may be changed, modified or amended only by written agreement of the Participants, upon adoption of a resolution by each of the Participants when approved as to form by each respective entity's attorney, and upon meeting all other applicable requirements of the Interlocal Cooperation Act.
- 3.04 Effective Date.** This Interlocal Agreement shall become effective immediately upon the execution of an appropriate resolution, if required by law, approving this Agreement by each of the Participants. Per section 11-13-209 of the Interlocal Cooperation Agreement Act provides that "a[n] agreement made under this chapter does not take effect until it is filed with the keeper of records of each of the public agencies that are parties to the agreement."
- 3.05 Review by Legal Counsel.** Each of the Participants hereby certifies that, pursuant to the requirements of Section 11-13-202.5, Utah Code (1953 as amended), it has submitted this agreement to an attorney authorized to represent it for review as to proper form and compliance with applicable law.
- 3.06 Filing of Interlocal Agreement.** Executed copies of this Interlocal Cooperation Agreement shall be placed on file with the official keeper of records of each of the Participants within twenty-four hours of its execution and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.
- 3.07 Governing Law.** This Agreement shall be governed by the laws of the State of Utah.
- 3.08 Rights and Remedies Cumulative.** The rights and remedies of the Participants under this Agreement shall be construed cumulatively, and none of the rights or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein. In the event of a breach of this Agreement by any Participant, the non-breaching Participant(s) shall provide written notice of the breach. The breaching Participant shall have thirty (30) days to cure the breach. If the breach is not cured within thirty (30) days, the non-breaching Participant(s) may: terminate this Agreement as to the breaching Participant; seek specific performance of the terms herein; and/or pursue any other remedy available at law or in equity.
- 3.09 Entire Agreement.** This Agreement shall constitute the entire agreement between the Participants and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any Participant except to the extent incorporated in this Agreement.
- 3.10 Indemnification.** Each Participant is a "governmental entity" as defined by the Utah Governmental Immunity Act (Utah Code § 63G-7-101, et seq.). In accordance with the Act, each Participant agrees to indemnify, hold harmless, and defend the other Participants, their officers, and employees, from and against any and all claims, losses, damages, or liabilities arising out of the negligent acts or omissions of the indemnifying Participant, its officers, or employees, in connection with this Agreement. This provision shall survive the expiration or termination of this Agreement.
- 3.11 Liability Insurance.** Each Participant shall maintain, at its own expense, commercial general liability insurance or a self-insurance program throughout the term of this

Agreement. Such insurance or self-insurance shall provide coverage for the activities and obligations of the Participant contemplated herein.

- 3.12 **Governmental Immunity.** The Participants acknowledge that they are each subject to the Utah Governmental Immunity Act. Nothing in this Agreement shall be construed as a waiver of any rights, defenses, or limits of liability available under the Act. No Participant waives any protection provided by the Act for itself, its officers, or its employees.
- 3.13 **Attorney Fees and Costs.** In the event of any action at law or in equity to enforce the terms of this Agreement, the prevailing Participant shall be entitled to recover reasonable attorney fees, in addition to any other relief to which it may be entitled.
- 3.14 **No Third-Party Beneficiaries.** The Participants to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
- 3.15 **Waivers or Modification.** No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Participants from receiving the full, bargained-for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to any of the Participants under this Agreement cannot be waived or released verbally and may be waived or released only by an instrument in writing, signed by the Participant whose rights will be diminished or adversely affected by the waiver.
- 3.16 **Assignment Restricted.** The Participants agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of all the Participants.
- 3.17 **Force Majeure.** In the event that any Participant shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, pandemics, epidemics or other reasons of a like nature not the fault of the Participant delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Participant.
- 3.18 **Severability.** If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited,

or unenforceable, shall remain in full force and effect.

3.19 Authorization. The persons executing this Agreement on behalf of a Participant hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Participant.

3.20 Federal Compliance. This Agreement is funded by federal grant proceeds and the Participants agree to comply with all applicable federal statutes, regulations and each agency shall be solely responsible for its own compliance.

IN WITNESS WHEREOF, the Participants hereto have caused this agreement to be executed by their respective, duly authorized representatives as of the day and year first hereinabove written.

******Signatures on following page******

LAYTON CITY

Dated this _____ day of _____, 20____.

JOY PETRO, Mayor

APPROVED AS TO FORM:

CLINTON DRAKE, City Attorney

DAVIS COUNTY

Dated this _____ day of _____, 20____.

COUNTY COMMISSIONER/Chairperson

ATTEST:

APPROVED AS TO FORM:

DAVIS COUNTY CLERK/Auditor

DAVIS COUNTY ATTORNEY/Deputy

CLEARFIELD CITY

Dated this _____ day of _____, 20____.

MARK SHEPHERD, Mayor

APPROVED AS TO FORM:

STUART WILLIAMS, City Attorney



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Rich Knapp, Chief Finance Officer

MEETING DATE: June 9, 2026

SUBJECT: Fiscal Year 2026 Proposed Budget Amendments

Recommended Action

Staff recommends the Mayor and City Council consider the FY2026 proposed budget amendments.

Description / Background

The attached table is draft only. New amendment proposals and/or adjustments may be made before final approval on June 9.

The attached table lists proposed expenditures that do not have budget authority, or which exceed FY 2026 budget authority and require budget amendments as allowed by Utah Code Title 10 Chapter 6 Section 124 to 129.

Fiscal Impact

As of this report, the amendments are a \$4,500 increase for Arts Center microphones paid for by a grant, \$57,952 for a URS back pay going back over a decade, an allocation of park impact fee funds for the all-abilities park to begin this project before FY27, and \$40,000 more for claims and damages. Some claims are awaiting reimbursement from insurance that will offset some of this increase.

Alternatives

Most of the recommended amendments are due to expenditures that have already been incurred and/or authorized consistent with previous discussions with the City Council and should consequently be approved. Others are recommended for approval but are more discretionary and could be removed from the final list.

Schedule / Time Constraints

The budget is typically amended in January, and again in June.

List of Attachments

Budget Amendments Table

FY2026 Budget Amendment Items -

Fund						
Division	Account Title	Division-Account#	Adjustment	Description	Source Account Title	Source Adjustment
General Fund						
Facilities	Equipment Purchase:	104161-625002	4,550	Arts Center Microphones - Rocky Mnt Power Grant	Grant	4,550
Patrol & Investigations	URS back pay	104212-613201	57,952	URS back pay	Fund Balance	57,952
Communications	Texting Service	104612-622101	16,500	Texting Service to Facilitate Communication and Engagem	Fund Balance	16,500
Total New Use of Unrestricted Fund Balance Items			<u>74,452</u>			
Cap Project						
Capital-Park Impact Fe	Capital Projects	404521-673001	1,050,000	All abilities park - part of FY27 Budget	Impact Fees	1,050,000
Parks Capital	Capital Projects	454521-673001	120,000	Bicentennial Renovation - Donation for basketball court	Donation	120,000
Parks Revenue	Misc Revenues	450000-369001	120,000	Bicentennial Renovation - Donation for basketball court	Donation	120,000
Risk Fund						
Risk Fund	Claims & Damages	634443-624101	40,000	Original budget projection too low reimbursement timing	Transfer from other Funds	40,000

* item previously commicated to the Mayor and Council