CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
June 23, 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 Wurth

APPROVAL OF MINUTES:
May 26, 2026 – work meeting
May 26, 2026 – policy meeting
June 9, 2026 – work meeting
June 9, 2026 – policy meeting

PRESENTATIONS:

1. SWEARING IN OF NEW CLEARFIELD CITY POLICE OFFICER JOVANI GARCIA

2. RECOGNITION OF THE MONTH OF JUNE DESIGNATED AS LGBTQ+ PRIDE MONTH IN CLEARFIELD CITY

   BACKGROUND: In recognition of the proclamation approved of by the Clearfield City Council and signed by Mayor Shepherd in June 2024, the Council reaffirms June as LGBTQ+ Pride Month in Clearfield City. LGBTQ+ Pride Month is celebrated nationwide in the month of June to commemorate the Stonewall Inn uprising, and those that took a stand against discrimination on the morning of June 28, 1969, which is widely viewed as the beginning of the LGBTQ+ rights movement. Clearfield City believes it is important to foster a culture of love, dignity, mutual respect, and understanding where everyone can live without fear of prejudice, discrimination, violence, and hatred.

PUBLIC HEARINGS:

3. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT REGARDING THE AMENDING OF GREEN WASTE COLLECTION FEES IN CLEARFIELD CITY'S CONSOLIDATED FEE SCHEDULE

BACKGROUND: Effective July 1, 2026, the City's green waste collection cost will increase from $10.47 to $11.88 per container per month due to a 4.8% CPI adjustment and a $1.00 surcharge for not meeting the required participation rate. After applying a diversion credit from Wasatch Integrated Waste Management District, the City's net cost is estimated at $11.30 per container. Staff recommend increasing the green waste fee from $10.50 to $11.35 per container per month.

RECOMMENDATION: Receive public comment.

4. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT REGARDING THE PROPOSED AMENDMENTS OF EXCAVATION/STREET CUT PERMIT FEES IN CLEARFIELD CITY'S CONSOLIDATED FEE SCHEDULE

BACKGROUND: Staff reviewed the City's street cut permit fees and compared them with those of neighboring communities. Based on that review, staff recommends adjustments to certain permit fees for curb and gutter, sidewalk, and right-of-way excavation work that does not involve a roadway cut. The proposed changes are intended to better recover the City's costs associated with permit administration, inspections, and oversight.

Staff also recommends updating the fee schedule terminology by replacing "surety bond" with "cash deposit" to align with current City ordinance requirements. In addition, staff is evaluating potential ordinance amendments to further improve the administration and effectiveness of the excavation permitting process.

RECOMMENDATION: Receive public comment.

5. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON PROPOSED AMENDMENTS TO THE FISCAL YEAR 2026 BUDGET

BACKGROUND: Staff identified proposed FY2026 expenditures requiring budget amendments because they either exceed existing appropriations or lack sufficient budget authority. State law requires a public hearing to receive public comments on the proposed budget amendments before taking final action.

RECOMMENDATION: Receive public comment

SCHEDULED ITEMS:

6. 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.

7. CONSIDER APPROVAL OF ORDINANCE 2026-10 AMENDING THE GREEN WASTE FEES AND EXCAVATION/STREET CUT PERMIT FEES IN THE CITY'S CONSOLIDATED FEE SCHEDULE

RECOMMENDATION: Approve Ordinance 2026-10 amending the Green Waste Fees and Excavation/Street Cut Permit Fees in the City's Consolidated Fee Schedule and authorize the mayor's signature to any necessary documents.

8. CONSIDER APPROVAL OF RESOLUTION 2026R-17 AUTHORIZING AND ADOPTING AMENDMENTS TO THE FY26 BUDGET AND APPROPRIATING FUNDS FOR THE PURPOSES SET FORTH THEREIN

RECOMMENDATION: Approve Resolution 2026R-17 authorizing and adopting amendments to the FY26 budget and appropriating funds for the purposes set forth therein and authorize the mayor's signature to any necessary documents.

9. PRESENTATION AND DISCUSSION ON THE PROPOSED PROPERTY TAX IMPACT SCHEDULE (PTIS)

BACKGROUND: Utah Code § 59-2-919(4) requires the City to present a Property Tax Impact Statement (PTIS) identifying the uses of additional property tax revenue. Staff recommends a FY 2027 property tax increase of approximately $233,106 (6.59%), which includes the FY 2026 increase that was subsequently rejected by the Utah State Tax Commission due to a statutory compliance issue. The additional revenue is needed to maintain existing service levels due to slowing sales tax growth and reduced development activity.

10. CONSIDER APPROVAL OF RESOLUTION 2026R-18 ACKNOWLEDGING A PROPOSED TAX RATE IN EXCESS OF THE CERTIFIED TAX RATE AND ADOPTING THE FINAL PROPERTY TAX IMPACT SCHEDULE FOR CLEARFIELD CITY'S FISCAL YEAR 2027 INTERIM BUDGET

RECOMMENDATION: Approve Resolution 2026R-18 acknowledging a proposed tax rate in excess of the certified tax rate and adopting the final property tax impact schedule for Clearfield City's Fiscal Year 2027 interim budget, and authorize the mayor's signature to any necessary documents.

11. PRESENTATION OF THE FISCAL YEAR 2027 INTERIM BUDGET

BACKGROUND: During the 2026 Legislative Session, the Utah Legislature adopted H.B. 236, which requires fiscal-year taxing entities proposing a property tax increase above the certified tax rate to adopt an interim budget by June 30. The interim budget takes effect July 1 and remains in place until a final budget is adopted following the Truth in Taxation process and required public hearings. The law is intended to increase transparency and public participation before revenues from a proposed tax increase are budgeted and spent.

12. CONSIDER APPROVAL OF RESOLUTION 2026R-13 ADOPTING THE CLEARFIELD CITY FISCAL YEAR 2027 INTERIM BUDGET FOR THE PERIOD BEGINNING JULY 1, 2026 AND ENDING AUGUST 11, 2026

RECOMMENDATION: Approve Resolution 2026R-13 adopting the Clearfield City fiscal year

2027 Interim Budget for the period beginning July 1, 2026 and ending August 11, 2026 and authorize the mayor's signature to any necessary documents.

13. CONSIDER APPROVAL OF RESOLUTION 2026R-10 APPROVING A TELECOMMUNICATIONS FRANCHISE AGREEMENT BETWEEN CLEARFIELD CITY AND CONNEXT NETWORK, LLC

BACKGROUND: A franchise agreement is a contract between the City and a company to allow the company to use the public rights-of-way to deliver their service or product. Franchise agreements are common with companies that provide products and services such as natural gas, telephone, internet, and cable television. The companies pay for the use of the rights-of-way by charging the consumer for a product or service delivered. CenturyLink currently provides telecommunication transmission services in the city based on an expired franchise agreement and wishes to continue to provide and expand services in Clearfield City under the terms of a new franchise agreement. Like the past franchise agreement, the proposed new franchise agreement confers on CenturyLink the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the city's rights-of-way.

RECOMMENDATION: Approve Resolution 2026R-10 authorizing the execution by the mayor of a Franchise Agreement between Clearfield City and Connext Network, LLC., and authorize the mayor's signature to any necessary documents.

14. CONSIDER APPROVAL OF RESOLUTION 2026R-19 APPROVING AN INTERLOCAL AGREEMENT WITH LAYTON CITY AND DAVIS COUNTY REGARDING THE JOINT APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (2025 BYRNE JAG)

BACKGROUND: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is a federal grant that provides funding to support local public safety initiatives, law enforcement operations, equipment, technology, and crime prevention efforts. This year, Clearfield City qualified for a direct formula-based allocation due primarily to population growth, resulting in an anticipated award of $9,551 as part of a shared allocation administered by Layton City as the fiscal agent.
If approved, Layton City will manage the grant, ensure compliance with federal requirements, and distribute funds to participating agencies. Clearfield City plans to use its allocation to enhance security at Barlow Park by installing additional surveillance cameras near the parking lot in response to vandalism, property damage, and arson-related incidents.

RECOMMENDATION: Approve Resolution 2026R-19 approving an interlocal agreement with Layton City and Davis County regarding the joint application for the Edward Byrne Memorial Justice Assistance Grant (JAG), and authorize the mayor's signature to any necessary documents.

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 June 18, 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
6:00 PM WORK MEETING
May 26, 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 Megan Ratchford, Councilmember Dakota Wurth

ABSENT: Councilmember Karece Thompson, Councilmember Danielle King

STAFF PRESENT: City Manager JJ Allen, Assistant City Manager Spencer Brimley, City Attorney Stuart Williams, Assistant City Attorney Amy Jones, Community Services Deputy Director Curtis Dickson, Police Chief Kelly Bennett, Public Works Director Adam Favero, Finance Department Lee Naylor, Community Development Director Stacy Millgate, Planner Tyson Stoddard, Community Relations Director Shaundra Rushton, City Recorder Nancy Dean, Deputy City Recorder Chersty Titensor

VISITORS: Craig Brown and Matthew H. Brown – Connext, Michael Christensen

Mayor Shepherd called the meeting to order at 6:02 p.m.

<u>DISCUSSION OF A TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH CONNEXT NETWORK, LLC</u>

Amy Jones, Deputy City Attorney, presented a proposed telecommunications franchise agreement between the City and Connext, an internet service provider. Ms. Jones explained that the agreement was based on a standard franchise template the City was developing for future telecommunications providers. Because Connext was an internet-only provider, City authority was limited under the Telecommunications Act. Connext agreed to comply with the City's road ordinance and the proposed construction timelines outlined in the staff report.

Councilmember Wurth requested additional information regarding Connext's services. Representatives Craig Brown and Matthew Brown explained that Connext was a fiber-optic internet provider that managed all aspects of service delivery, including planning, construction, customer outreach, and restoration. They clarified that Connext would operate independently from UTOPIA. Craig Brown explained that the company utilized a single above-ground cabinet located within a public utility easement, subject to City approval, while other infrastructure was installed underground.

JJ Allen, City Manager, asked about Connext's anticipated buildout schedule. Matthew Brown stated that the company planned to begin with a limited service area to evaluate community interest and its working relationship with the City before determining whether to expand further.

Staff noted that the franchise agreement would return for formal Council consideration on June 23, 2026. Connext representatives were invited to attend that meeting.

DISCUSSION ABOUT NEIGHBORHOOD ART/IMPROVEMENTS

Shaundra Rushton, Communications Manager, presented a discussion regarding neighborhood-focused beautification initiatives. Ms. Rushton reminded the Council that, during a previous discussion, the Council had expressed interest in directing beautification efforts into residential neighborhoods rather than focusing solely on downtown improvements. She requested policy direction regarding the types of projects the Council wished to pursue and the level of neighborhood involvement desired.

The Council discussed whether beautification efforts should focus on public art installations or neighborhood improvement projects. Councilmember Peterson expressed support for permanent art installations, stating that government-funded neighborhood rehabilitation projects could discourage private investment and might not produce lasting results. Mayor Shepherd agreed, noting that public art could help create neighborhood identity and encourage resident pride and investment. Councilmember Wurth also supported an art-focused approach. Council consensus favored public art rather than City-funded neighborhood improvement projects. Examples discussed included murals, painted utility boxes, themed neighborhood art, statues, and other artistic installations. Councilmembers referenced successful public art programs in other communities, including painted utility boxes and neighborhood-focused art displays.

The Council then discussed how neighborhoods should be defined for purposes of the program. Councilmember Ratchford suggested focusing on locations that directly served and connected residents. Councilmember Peterson encouraged placing art within residential areas rather than parks, trails, or other public facilities, noting that the City had already invested in public-space art. Mayor Shepherd suggested developing neighborhood-specific themes to create distinct neighborhood identities.

Ms. Rushton requested guidance regarding resident participation. Mayor Shepherd advocated for significant neighborhood involvement, including allowing residents to help select themes and participate in project development. Councilmember Peterson supported community involvement, citing previous experiences where resident participation reduced vandalism and increased neighborhood ownership of public improvements. Councilmember Wurth emphasized the importance of fostering an authentic neighborhood art culture and allowing residents to help shape project concepts.

Discussion included possible approaches such as neighborhood voting contests, resident participation in design selection, artist-led installations, community painting events, painted sidewalks, crosswalk projects, utility box art, and other neighborhood-driven concepts. Council consensus supported resident involvement in project development and implementation, with the level of participation varying based on the project type.

Ms. Rushton summarized the Council's direction as follows:

- Focus on public art rather than neighborhood rehabilitation projects.
- Prioritize installations located within residential neighborhoods rather than existing public spaces.
- Incorporate neighborhood participation through design selection, voting, community involvement, or installation opportunities.
- Return with specific project proposals for future consideration.

JJ Allen, City Manager, suggested exploring innovative art concepts, including rain-activated sidewalk artwork that appeared when sidewalks become wet.

<u>DISCUSSION ON PUBLIC MEETINGS, SOCIAL MEDIA, & THE FIRST AMENDMENT</u>

Shaundra Rushton, Communications Manager, provided training regarding First Amendment requirements applicable to public meetings and government social media platforms.
She explained that City Council meetings, commission meetings, government social media pages, and certain official elected-official pages functioned as limited public forums. As such, the City might impose reasonable time, place, and manner restrictions, provided those restrictions remained viewpoint neutral.

Examples of permissible restrictions discussed included meeting schedules, speaker time limits, designated speaking locations, sign placement requirements, maintaining open walkways, limiting interruptions, and restricting comments during public hearings to the agenda item under consideration.

Ms. Rushton emphasized that restrictions must be viewpoint neutral and could not favor or suppress opinions based on agreement or disagreement with the speaker's message. Examples were reviewed illustrating improper viewpoint discrimination, including allowing supportive comments while restricting critical comments or prohibiting criticism of public officials while permitting praise. Several real-world examples from public meetings were presented to illustrate First Amendment considerations. These examples included public comment delivered through song, criticism of elected officials and staff, public comment restrictions that resulted in litigation, and unusual but protected public comments. Ms. Rushton explained that municipalities had faced legal challenges when removing speakers or restricting speech based on viewpoint rather than neutral rules.

Ms. Rushton recommended the following best practices for public meetings:

- Consistently use speaker time limits.
- Ensure restrictions remain viewpoint neutral.
- Apply rules consistently to all speakers.
- Clearly communicate meeting procedures and expectations.

The discussion then shifted to social media. Ms. Rushton explained that government social media platforms functioned as limited public forums and generally permitted only manner-based restrictions on public comments. She reviewed categories of content that might be restricted or hidden, including:

- Direct criminal threats.
- Advocacy of illegal activity.
- Malware or malicious links.
- Excessive duplicate comments posted repeatedly within a short period.
- Certain forms of defamation.
- Copyright violations.
- Other content prohibited by law.

Ms. Rushton emphasized that any restrictions must remain viewpoint neutral. For example, if links critical of the City were removed, links favorable to the City must also be treated consistently. Additional recommendations included:

- Hiding problematic comments rather than deleting them whenever possible.
- Avoiding blocking users unless necessary.
- Using "views are my own" disclaimers on personal social media accounts.
- Maintaining separate personal and governmental social media accounts when possible.

Ms. Rushton also reviewed recent court decisions involving public officials' personal social media accounts and discussed the Supreme Court's two-part test for determining whether social media activity constitutes governmental action.

Councilmembers asked questions and discussed examples of recent public meetings in other jurisdictions. Ms. Rushton concluded the training by offering continued assistance regarding social media and First Amendment issues.

<u>ZONING CODE AMENDMENTS - COMPLIANCE WITH STATE RESIDENTIAL DESIGN AND PARKING REQUIREMENTS</u>

Tyson Stoddard, Associate Planner, presented proposed zoning code amendments intended to align the City's development regulations with recent changes to Utah law governing residential design standards and parking requirements. He explained that Utah Code limited municipal authority regarding residential development standards for single-family homes, two-family dwellings, townhomes, and certain affordable housing developments. He reviewed state requirements establishing minimum parking dimensions and limitations on local regulation of garages, tandem parking, and minimum dwelling size requirements.

Mr. Stoddard noted that portions of Clearfield City Code were adopted before the state statutory changes and now conflicted with state law. Proposed amendments would:

- Update garage and parking dimension requirements to comply with state standards.
- Add exceptions for owner-occupied affordable housing where required by state law.
- Reduce minimum floor area requirements from current standards to the state-mandated maximum of 1,000 square feet where applicable.
- Amend applicable single-family, two-family, and multifamily zoning provisions to

ensure compliance.

Mr. Stoddard requested feedback regarding whether the City should continue requiring garages to provide a full 20-foot by 20-foot unobstructed parking area or consider allowing limited obstructions while maintaining an 18-foot depth. Councilmember Peterson supported retaining the full 20-foot by 20-foot unobstructed requirement, stating that anything smaller reduced garage functionality. Councilmember Ratchford expressed concern about garage obstructions, particularly stairs, and questioned the state's housing affordability rationale. Mr. Stoddard explained that the statutory changes were intended to reduce housing costs by limiting local development requirements.

Mayor Shepherd agreed that the City's current requirement was reasonable and supported maintaining the 20-foot by 20-foot unobstructed standard. Mayor Shepherd noted that exceptions could still be considered through future development agreements when warranted by unique circumstances.

Mr. Stoddard also discussed the fact that Clearfield's code currently classified townhomes as multifamily housing rather than separately defining them as single-family attached dwellings. He suggested creating a separate townhome classification because recent state legislation specifically addressed townhomes.

Mr. Allen asked about the effort required to revise the code accordingly. Mr. Stoddard explained that the changes would primarily involve updating definitions and related provisions within the R-2 and R-3 zoning districts. Mayor Shepherd indicated support for creating a separate townhome classification if it improved code clarity and did not create significant complications.

Mr. Stoddard indicated that additional review and legal analysis would occur before the amendments return for formal consideration.

Councilmember Wurth moved to adjourn at 6:57 p.m., seconded by Councilmember Ratchford.

RESULT: **Passed [3 TO 0]**
YES: Councilmember Peterson, Councilmember Ratchford, Councilmember Wurth
NO: None
ABSENT: Councilmember Karece Thompson, Councilmember Danielle King

The minutes for the CDRA are in a separate location

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 26, 2026.

/s/ Nancy R. Dean, City Recorder

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 PM POLICY MEETING
May 26, 2026

City Building
55 South State Street
Clearfield City, Utah

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PRESIDING: Mayor Mark Shepherd

PRESENT: Mayor Mark Shepherd, Councilmember Nike Peterson, Councilmember Dakota Wurth, Councilmember Megan Ratchford

ABSENT: Councilmember Karece Thompson, Councilmember Danielle King

STAFF PRESENT: Planner Tyson Stoddard, 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, Police Chief Kelly Bennett, Community Services Deputy Director Curtis Dickson, Senior Accountant Lee Naylor, Public Works Director Adam Favero, Community Development Director Stacy Millgate

VISITORS: Jenna Nelson, Alyssa Haltli, Heather Olsen, Ivy Tippetts, Addison Adams, Andrew Vallejo, Michael Christensen

Mayor Mark Shepherd called the meeting to order at 7:00 p.m.

Councilmember Ratchford led the opening ceremonies.

<u>APPROVAL OF MINUTES</u>
April 28, 2026 – policy meeting May 5, 2026 – work meeting

Councilmember Wurth moved to approve the April 28, 2026 policy meeting and May 5, 2026 work meeting minutes, seconded by Councilmember Ratchford.

RESULT: **Passed [3 TO 0]**
YES: Councilmember Peterson, Councilmember Wurth, Councilmember Ratchford
NO: None
ABSENT: Councilmember Karece Thompson, Councilmember Danielle King

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

Mayor Shepherd recognized graduating members of the Clearfield City Youth Commission and thanked them for their service to the community. The Council presented recognition items to graduating commissioners Addison Adams, Ari Fawcett, and Alyssa Haltli.

Jenna Nelson, Youth Commission Advisor, provided individual recognitions for each graduating commissioner. Ms. Nelson expressed appreciation for all three commissioners and thanked the Council for supporting Youth Commission programs and youth leadership development.

PUBLIC HEARING TO 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

Tyson Stoddard, Associate Planner, presented a proposed amendment to the Wilcox Farms Subdivision Development Agreement. Mr. Stoddard explained the amendment was initiated by the City and developed in coordination with the developer. The amendment would establish subdivision-specific garage dimension standards, parking requirements, home plan distribution requirements, and architectural elevation distribution standards.

Mr. Stoddard reviewed the proposed definitions for gross interior garage dimensions and unobstructed parking area and explained how the amendments would accommodate existing lot depth constraints while maintaining functional parking. He noted that all homes would be required to provide a 20-foot by 20-foot gross interior garage dimension, with limited obstructions permitted under specified standards. Mr. Stoddard further reported that as-built documentation would be required for homes already under construction to verify compliance with parking requirements.

Mr. Stoddard explained the proposed home plan and architectural elevation distribution requirements intended to provide variety throughout the subdivision. He reported that the Planning Commission reviewed the proposal on May 20, 2026, and forwarded a recommendation for approval.

Mayor Shepherd opened the public hearing.

There were no public comments.

OPEN COMMENT PERIOD

Michael Christensen addressed the Council regarding housing regulations and garage requirements. Christensen stated that current affordable housing thresholds did not align with the realities of single-family home construction costs and argued that existing requirements, including mandatory garages, limited opportunities for affordable housing development.

Christensen encouraged the City to undertake a comprehensive review of housing-related ordinances rather than pursue isolated code amendments and suggested broader reforms to better address housing affordability concerns.

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

Spencer Brimley, Assistant City Manager, presented the proposed Data Privacy Program. Mr. Brimley explained that the policy formalized existing practices designed to protect the privacy of residents and users of City services and websites. Mr. Brimley stated that adoption of the policy would satisfy recently established state compliance requirements.

Councilmember Peterson moved to approve Resolution 2026R-12 adopting Clearfield City's Data Privacy Program and authorize the mayor's signature to any necessary documents, seconded by Councilmember Wurth.

RESULT: **Passed [3 TO 0]**
YES: Councilmember Peterson, Councilmember Wurth, Councilmember Ratchford
NO: None
ABSENT: Councilmember Karece Thompson, Councilmember Danielle King

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

Mayor Shepherd clarified that the proposed ordinance applied specifically to the Wilcox Farms development and addressed issues associated with homes currently under construction.

Councilmember Ratchford moved to approve Ordinance 2026-08 authorizing the third amendment to the Wilcox Farms Subdivision Development Agreement and authorize the mayor's signature to any necessary documents, seconded by Councilmember Wurth.

RESULT: **Passed [3 TO 0]**
YES: Councilmember Peterson, Councilmember Wurth, Councilmember Ratchford
NO: None
ABSENT: Councilmember Karece Thompson, Councilmember Danielle King

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

Kelly Bennett, Police Chief presented the proposed Interlocal Agreement with Layton City for regional emergency dispatch services. Chief Bennett explained that the agreement represented the final step in consolidating dispatch services for northern Davis County. Chief Bennett reviewed the history of the City's dispatch consolidation with Layton City in 2023 and stated that the City had been satisfied with the service received. Chief Bennett reported that Davis County dispatch operations would join the consolidated regional center in October 2026 and that existing dispatch personnel would transition to Layton City employment. He explained the governance structure, including operational, chief-level, and executive-level advisory boards. Chief Bennett also reviewed the cost allocation methodology and anticipated future cost savings resulting from the consolidation.

In response to questions from Mayor Shepherd, Chief Bennett explained that law enforcement costs would be allocated based on the number of officers employed by participating agencies, while fire service costs would be allocated based on calls for service.

Councilmember Wurth asked about operational benefits of consolidation. Chief Bennett stated that consolidation had improved communication, mutual aid coordination, situational awareness, and cooperation among public safety agencies. He expressed confidence that regional dispatch operations would improve public safety services throughout northern Davis County.

Councilmember Ratchford moved to 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, seconded by Councilmember Wurth.

RESULT: **Passed [3 TO 0]**
YES: Councilmember Peterson, Councilmember Wurth, Councilmember Ratchford
NO: None
ABSENT: Councilmember Karece Thompson, Councilmember Danielle King

<u>UPDATE ON THE FISCAL YEAR 2026 THIRD QUARTER FINANCIAL STATUS</u>

Lee Naylor, Senior Accountant presented the third quarter financial update for Fiscal Year 2026. Mr. Naylor reported that the City was approximately 83 percent through the fiscal year and reviewed key revenue and expenditure trends. He reported that sales tax revenues remained above budget projections, while energy tax revenues, building permit revenues, and court-related revenues were projected to fall below budget. He stated that the Aquatic and Fitness Center continued to perform strongly and exceeded budget expectations. Mr. Naylor reviewed expenditure trends and noted higher-than-budgeted costs in credit card processing fees, overtime within Public Works, water contract services, and electricity expenses. He indicated that some of those items would likely be addressed through upcoming budget amendments. Councilmember Peterson requested additional information regarding credit card processing fee increases and whether the issue related to previously discussed financial service providers. Mr. Naylor agreed to provide additional information. JJ Allen, City Manager, reported that the total fiscal year budget for bank fees was approximately $204,000, with year-to-date expenditures of approximately $175,000 through April.

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

Mayor Shepherd reported that both the Mayor and Mayor Pro Tem would be absent from the June 9, 2026 Policy Meeting and requested Councilmember Peterson serve as acting Mayor Pro Tem for that meeting.

Councilmember Ratchford moved to approve the appointment of Councilmember Peterson as the substitute mayor pro tem for the City Council Policy Meeting on June 9, 2026, seconded by Councilmember Wurth.

RESULT: **Passed [3 TO 0]**
YES: Councilmember Peterson, Councilmember Wurth, Councilmember Ratchford
NO: None
ABSENT: Councilmember Karece Thompson, Councilmember Danielle King

COMMUNICATION ITEMS

MAYOR'S REPORT

Mayor Mark R. Shepherd

- Mayor Shepherd reported on recent meetings and travel related to housing policy. He summarized participation in meetings with members of Congress, United States Senators, and White House staff regarding federal housing legislation. Mayor Shepherd stated that discussions focused on housing affordability, housing production, and increased flexibility for Community Development Block Grant funding. Mayor Shepherd expressed optimism that pending legislation would provide cities with additional tools to address housing challenges.
- Mayor Shepherd also reported on attending meetings in Las Vegas with Assistant City Manager Brimley and noted the recent grand opening of Crush. He stated that the business had received strong community support and reported that additional development activity was occurring in the area, including progress toward a Montessori school project.

CITY COUNCIL'S REPORTS

Councilmember Peterson

- Nothing to report.

Councilmember Wurth

- Councilmember Wurth congratulated the graduating Youth Commission members and wished them success in their future endeavors.

Councilmember Ratchford

- Councilmember Ratchford reported attending the Arrive and Thrive event at Hill Air Force Base, where incoming military families received information regarding childcare, community resources, and volunteer opportunities.
- Councilmember Ratchford also attended the Giving Tea event for spouses of deployed military personnel and praised the work of Blue Star Families.
- Additionally, Councilmember Ratchford reported that the North Davis Fire District adopted a tentative budget and anticipated no tax increase.

CITY MANAGER'S REPORT

JJ Allen, City Manager

- Mr. Allen provided additional information regarding credit card processing fee expenditures and reminded the Council about planning for the August retreat.

STAFF REPORTS

Nancy R. Dean, City Recorder

- Ms. Dean reviewed the upcoming meeting schedule and noted that no meeting was scheduled for the following week, with meetings planned for June 9 and June 23.

Councilmember Wurth moved to adjourn as the City Council and reconvene as the Community Development and Renewal Agency at 7:54 p.m., seconded by Councilmember Ratchford.

RESULT: **Passed [3 TO 0]**
YES: Councilmember Peterson, Councilmember Wurth, Councilmember Ratchford
NO: None
ABSENT: Councilmember Karece Thompson, Councilmember Danielle King

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, May 26, 2026.

/s/ Nancy R. Dean, City Recorder

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:30 PM WORK MEETING
June 9, 2026
6:30 P.M.

City Building
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Clearfield City, Utah

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PRESIDING: Mayor Pro Tem Nike Peterson

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

ABSENT: Mayor Mark Shepherd, Councilmember Megan Ratchford

STAFF PRESENT: City Manager JJ Allen, Assistant City Manager Spencer Brimley, Police Chief Kelly Bennett, Public Works Director Adam Favero, Finance Manager Rich Knapp, Finance Department Lee Naylor, Community Development Director Stacy Millgate, Community Relations Director Shaundra Rushton, City Recorder Nancy Dean, Deputy City Recorder Chersty Titensor

VISITORS: None

Mayor Pro Tem Peterson called the meeting to order at 6:31 p.m.

<u>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).</u>

Kelly Bennett, Police Chief, presented the Interlocal Agreement related to the Justice Assistance Grant (JAG). He explained that Clearfield City had historically received JAG funding through the Utah Commission on Criminal and Juvenile Justice (CCJJ) because the City's direct allocation was below the federal threshold. Due to population and violent crime statistics, the City currently qualified for a direct federal allocation of approximately $10,612.

Chief Bennett explained that, under the direct allocation process, Layton City would serve as the fiscal agent for the grant. Clearfield City would make eligible purchases, submit reimbursement requests to Layton City, and receive reimbursement through the Interlocal Agreement. Chief Bennett reported that the grant funds would be used to purchase additional security cameras for Barlow Park to address ongoing vandalism and property damage. Staff had met with the City's camera vendor to evaluate options, including relocating an existing camera and installing a new dual-lens camera to improve surveillance coverage of the soccer field and batting cage areas.

Chief Bennett further explained that a portion of the grant funds would continue to be contributed to the Davis County Attorney's Office for technology improvements, consistent with prior grant requirements. In response to concerns regarding the City's qualification for a direct allocation, Chief Bennett stated that the qualification was based on population and historical violent crime statistics rather than a recent increase in crime. Chief Bennett noted that violent crime incidents occurring in 2023 and 2024, including homicide cases, likely contributed to the City's qualification. Chief Bennett advised that future eligibility could change and the City might either continue receiving a direct allocation or return to applying through CCJJ.

DISCUSSION ON FISCAL YEAR 2026 PROPOSED BUDGET AMENDMENTS

Rich Knapp, Finance Manager, reviewed proposed amendments to the Fiscal Year 2026 budget. He explained that several items had previously been discussed by the Council, including Art Center microphone purchases funded through a grant, a Utah Retirement Systems back-pay obligation, and funding for a texting service that had not originally been included in the Fiscal Year 2026 budget.

Mr. Knapp reported that reimbursement from RDA Area 10 for the 500 West/First Street Extension project would be reflected as revenue to the General Fund and as an expense within the Community Development and Renewal Agency budget. He also reviewed budget authority for the All-Abilities Park project, noting that the project was already included in the Fiscal Year 2027 budget but staff requested authority to begin expenditures sooner. Additional amendments included accounting for a Bicentennial Park basketball court renovation donation and transfers from Community Development and Renewal Agency funds.

Mr. Knapp explained that a proposed risk management budget adjustment was primarily related to reimbursement timing, as certain reimbursements might not be received until the following fiscal year. He advised that additional amendments could still arise before the close of the FY2026 budget period. JJ Allen, City Manager, stated that any additional budget items identified before then would be included for Council consideration.

Mr. Allen asked whether a budget amendment might be needed for Fourth of July expenditures. Mr. Knapp and Lee Naylor, Senior Accountant, explained that certain prepaid expenses, including fireworks deposits, had already been deferred and would be recognized in FY2027 through standard accounting procedures. He further explained that donations received before the event would be recorded as deferred revenue and recognized in the appropriate fiscal year.

Councilmember Thompson inquired about a prior budget discussion involving reduced project costs and reallocated funds. Nancy Dean, City Recorder, clarified that the discussion involved the FY2027 budget and the Island View electrical box project. Mr. Allen explained that the original budget estimate had been reduced to reflect actual project costs and the savings had been redirected to another project. Mr. Knapp noted that while one project increased, the overall net impact to the budget was a reduction.

DISCUSSION ON THE FISCAL YEAR 2027 BUDGET

JJ Allen, City Manager, explained that no staff report had been prepared for the Fiscal Year 2027 budget discussion because staff anticipated receiving updated information. Mr. Allen advised that a special meeting would be required on June 16, 2026, to comply with statutory deadlines for adopting a proposed property tax rate.

Mr. Knapp reported that the State Tax Commission had provided updated valuation information but had not yet finalized the certified tax rate. Mr. Allen explained that one area of concern was the significantly lower-than-anticipated new growth revenue estimate. Staff had originally projected approximately $100,000 in new growth revenue, but the preliminary information reflected only about $9,300. Mr. Allen stated that if the estimate remained unchanged, the property tax increase needed could increase substantially to maintain planned revenues.

Mr. Knapp noted that staff was continuing to evaluate sustainability calculations and other budget assumptions. Mr. Allen explained that the County deadline for providing final tax information had recently been extended by the Legislature from June 8 to June 13, meaning additional changes could still occur.

Councilmembers expressed concern regarding the low new growth estimate and questioned whether the figure accurately reflected development activity occurring within the City. Mr. Allen stated that staff would investigate the discrepancy, particularly because an expired redevelopment project area should have returned value to the tax rolls as new growth. He also referenced prior valuation appeals by major taxpayers, including Northrop Grumman, which had reduced assessed values and affected City revenues.

Mr. Knapp advised that additional budget revisions would likely be presented before adoption, including updates to property and liability insurance costs and utility billing software expenses. Mr. Allen outlined the upcoming budget schedule, including a special meeting on June 16, 2026, to adopt a proposed property tax rate, followed by consideration of the interim budget and final PTIS on June 23, 2026. Nancy Dean, City Recorder, clarified that the Council would adopt the final PTIS on June 23.

Councilmember Thompson moved to adjourn and reconvene in a CDRA work meeting at 6:47 p.m., seconded by Councilmember Wurth.

RESULT: **Passed [4 TO 0]**
YES: Councilmember Thompson, Councilmember Peterson, Councilmember Wurth, Councilmember King
NO: None
ABSENT: Councilmember Ratchford

The minutes for the CDRA are in a separate location

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, June 09, 2026.

/s/ Nancy R. Dean, City Recorder

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 PM POLICY MEETING
June 9, 2026

City Building
55 South State Street
Clearfield City, Utah

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PRESIDING: Mayor Mark Shepherd

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

ABSENT: Mayor Mark Shepherd, Councilmember Megan Ratchford

STAFF PRESENT: Assistant City Manager Spencer Brimley, Police Chief Kelly Bennett, Finance Manager Rich Knapp, Senior Accountant Lee Naylor, Public Works Director Adam Favero, Community Development Director Stacy Millgate, Communications Manager Shaundra Rushton, City Recorder Nancy Dean, Deputy City Recorder Chersty Titensor,

Mayor Pro Tem Nike Peterson called the meeting to order at 7:04 p.m.

Councilmember Thompson led the opening ceremonies.

<u>APPROVAL OF MINUTES</u>
April 28, 2026 – Work Meeting
May 12, 2026 – Work Meeting
May 12, 2025 – Policy Meeting

Councilmember Wurth moved to approve the April 28, 2026 work meeting minutes, May 12, 2026 work meeting minutes, and the May 12, 2026 policy meeting minutes, seconded by Councilmember King.

RESULT: **Passed [4 TO 0]**
YES: Councilmember Peterson, Councilmember Thompson, Councilmember Wurth, Councilmember King
NO: None
ABSENT: Mayor Mark Shepherd, Councilmember Megan Ratchford

PUBLIC HEARING AND PRESENTATION BY THE BUDGET OFFICER ON THE FISCAL YEAR 2027 TENTATIVE BUDGET, BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027

Rich Knapp, Finance Manager, presented the Fiscal Year 2027 Tentative Budget for the period beginning July 1, 2026, and ending June 30, 2027. Mr. Knapp explained that the presentation was substantially the same as the budget presentation previously provided on May 12, 2026. He reviewed key budget assumptions, including increased sales tax projections, decreased energy tax revenues, a proposed property tax increase of approximately $236,500, utility rate increases averaging $2.55 per month beginning January 2027, and a green waste fee increase of $0.85 per month beginning July 2026.

Mr. Knapp outlined notable budget changes, including the addition of an Assistant Aquatic and Fitness Center Manager position, staffing and operational reductions in other areas, two new Public Works positions dedicated to sewer and storm pipe cleaning, reduced dispatch costs through the Layton City dispatch contract, and the transfer of emergency planning responsibilities to the North Davis Fire District.

Mr. Knapp summarized planned capital projects, including approximately $3.4 million for water, sewer, storm water, and solid waste projects; $5.1 million for street projects and surface treatments; $460,000 for facility improvements; and $210,000 for park improvements, including the Bicentennial Park renovation and Jazz basketball court project. He reported that approximately $1.8 million in capital requests had been deferred due to funding limitations.

Mr. Knapp reviewed governmental fund revenues and expenditures, projected cash balances, enterprise fund resources, and the City's security and sustainability measures. He stated that the tentative budget maintained the City's target reserve levels and remained operationally sustainable. Mr. Knapp also reviewed the budget adoption schedule, including upcoming meetings related to property tax and final budget adoption.

Councilmember Peterson declared the public hearing open.

There were no public comments received.

Close the public hearing

OPEN COMMENT PERIOD

No public comments were submitted, and no members of the public requested to speak.

THE BUDGET OFFICER INTENDS TO STATE THAT THE FISCAL YEAR 2027 TENTATIVE BUDGET, BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027, INCLUDES A PROPOSED PROPERTY TAX RATE INCREASE

Mayor Pro Tem Peterson introduced the Budget Officer's intent to state that the FY27 Tentative Budget included a proposed property tax rate increase.

STATEMENT OF THE BUDGET OFFICER THAT THE FISCAL YEAR 2027 TENTATIVE BUDGET, BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027, INCLUDES A PROPERTY TAX RATE INCREASE

Rich Knapp, Finance Manager, acting as Budget Officer, formally announced that the Fiscal Year 2027 Tentative Budget included a proposed property tax increase above the certified tax rate. Mr. Knapp stated that the proposed increase would generate approximately $236,500 in additional revenue to maintain current City service levels and activities. He reported that the estimated impact to the average property owner would be approximately a 6.7 percent increase, or about $23 annually. Mr. Knapp further stated that a Truth in Taxation public hearing would be held on August 4, 2026 at 7:00 p.m., and that all required public notices would be provided.

PRESENTATION AND DISCUSSION ON THE PROPOSED PROPERTY TAX IMPACT SCHEDULE (PTIS)

Rich Knapp, Finance Manager, presented the proposed Property Tax Impact Schedule as required by state law. He explained that the PTIS identified service levels and budget items that would be affected if the proposed property tax increase was not approved. Mr. Knapp stated that the proposed increase would generate approximately $236,000 in additional revenue, representing an estimated 6.7% increase to General Fund property tax revenues. He estimated the increase would amount to approximately $23 annually for the average residential property owner and approximately $41.81 annually for the average commercial property owner.

He explained the identified services and purchases that would be reduced or eliminated if the proposed property tax increase was not approved. Items identified included facility maintenance activities, police equipment and radio replacements, street pavement striping and lane maintenance, the purchase of a slope mower for safer maintenance of detention basins and steep slopes, and a resident communication and engagement texting service. Mr. Knapp emphasized that the proposed increase would maintain current service levels rather than expand services.

APPROVAL OF RESOLUTION 2026R-16 ACKNOWLEDGING THE BUDGET OFFICER STATED IN A PUBLIC MEETING THAT THE FISCAL YEAR 2027 TENTATIVE BUDGET INCLUDES A PROPOSED TAX INCREASE AND THE BUDGET OFFICER ALSO PRESENTED A PROPOSED PROPERTY TAX IMPACT SCHEDULE

Councilmember Thompson moved to approve Resolution 2026R-16 acknowledging the budget officer stated in a public meeting that the Fiscal Year 2027 Tentative Budget includes a proposed tax increase and that the budget officer presented a proposed Property Tax Impact Schedule and authorize the mayor's signature to any necessary documents, seconded by Councilmember Wurth.

RESULT: **Passed [4 TO 0]**
YES: Councilmember Peterson, Councilmember Thompson, Councilmember Wurth, Councilmember King

NO: None
ABSENT: Councilmember Ratchford

APPROVAL OF RESOLUTION 2026R-15 AUTHORIZING THE FIRST AMENDMENT TO THE AGREEMENT FOR INDIGENT DEFENSE SERVICES WITH SKEEN & ASSOCIATES

Spencer Brimley, Assistant City Manager, presented a proposed first amendment to the agreement for indigent defense services with Skeen & Associates. Mr. Brimley explained that the agreement had been in place for many years and required updates. He stated that the amendment would provide a modest increase in compensation while improving service levels and creating opportunities for additional revenue to offset costs associated with indigent defense representation. Mr. Brimley commended Skeen & Associates for their longstanding service to the City and recommended approval.

Councilmember Wurth moved to approve Resolution 2026R-15 authorizing the First Amendment to the agreement for Indigent Defense Services with Skeen & Associates and authorize the mayor's signature to any necessary documents, seconded by Councilmember King.

RESULT: **Passed [4 TO 0]**
YES: Councilmember Peterson, Councilmember Thompson, Councilmember Wurth, Councilmember King
NO: None
ABSENT: Councilmember Ratchford

APPROVAL OF ORDINANCE 2026-09 DISSOLVING RDA 8 AND ADDRESSING THE DISTRIBUTION OF THE REMAINING TAX INCREMENT FUNDS

Spencer Brimley, Assistant City Manager, presented Ordinance 2026-09 dissolving Redevelopment Area 8 (RDA 8) and addressing the distribution of the remaining tax increment funds. He explained that the tax increment collection period for RDA 8 ended in December 2025, requiring formal dissolution of the project area. He reported that the City had also been advised by its redevelopment financial advisor to formally acknowledge the end of the collection period to ensure compliance with current state statutes. Mr. Brimley noted that the City would have five additional years to utilize and distribute the remaining tax increment funds for redevelopment purposes.

Councilmember King moved to approve Ordinance 2026-09 dissolving RDA 8 and addressing the distribution of the remaining tax increment funds and authorize the mayor's signature to any necessary documents, seconded by Councilmember Wurth.

RESULT: **Passed [4 TO 0]**
YES: Councilmember Peterson, Councilmember Thompson, Councilmember Wurth, Councilmember King
NO: None
ABSENT: Councilmember Ratchford

COMMUNICATION ITEMS

CITY COUNCIL'S REPORTS

Counclimember Peterson
- Nothing to report

Councilmember Wurth
- Nothing to report

Councilmember King
- Councilmember King reported attending the ribbon-cutting ceremony for Open Doors with Councilmember Wurth and expressed support for the new facility.
- Councilmember King also reported that Communities That Care activities were ongoing and announced participation in the summer camp swim program, noting that volunteers were still needed.

Councilmember Thompson
- Updated the Council on the North Davis Sewer District budget process.

CITY MANAGER'S REPORT

Spencer Brimley, Assistant City Manager
- Mr. Brimley reminded the Council that City offices would be closed on June 19, 2026 in observance of Juneteenth. He explained that the Justice Court would remain open on June 19, 2026 and instead close on June 15 due to state court scheduling requirements, noting that future schedules would be aligned beginning the following year.
- Mr. Brimley also announced that Greek Garden II had officially opened for business in Clearfield City.

STAFF REPORTS

Nancy R. Dean, City Recorder
- Ms. Dean reviewed the upcoming meeting schedule, including a special session on June 16, 2026, to discuss the budget and adopt a proposed tax rate, and the regularly scheduled work session and policy meeting on June 23, 2026. She noted that no additional meetings were currently scheduled until July 14, 2026.

Kelly Bennett, Police Chief
- Chief Bennett reminded the Council of the upcoming Cops and Cars event at Fisher Park scheduled for Saturday, June 13, 2025 from 10:00 a.m. to 2:00 p.m. Chief Bennett reported that proceeds from the event would benefit the JCP Foundation and encouraged attendance.

Councilmember Wurth moved to adjourn the City Council policy meeting and reconvene in a CDRA policy meeting at 7:22 p.m., seconded by Councilmember Thompson.

RESULT: **Passed [4 TO 0]**
YES: Councilmember Peterson, Councilmember Thompson, Councilmember Wurth,

Councilmember King
NO: None
ABSENT: Councilmember Ratchford

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, June 09, 2026.

/s/ Nancy R. Dean, City Recorder

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Rich Knapp, Chief Finance Officer

MEETING DATE: June 23, 2026

SUBJECT: Consolidated Fee Schedule Adjustment – Green Waste Collection Fee

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Recommended Action

Staff recommend the Mayor and City Council consider the proposed green waste collection fee change.

Description / Background

Green Waste Collection Fee

Beginning in late April 2025, Waste Management delivered green waste containers for curbside collection to residents who did not opt out of the program.

Through June 30, 2026, the City's cost for green waste service is $8.47 per container per month from Waste Management, plus a $2.00 charge from Wasatch Integrated Waste Management District, for a total cost of $10.47. The current fee charged to residents is $10.50 per container per month.

In March 2026, the City was notified that Waste Management's annual Consumer Price Index (CPI) adjustment, effective July 1, 2026, will increase rates by 4.8%. In addition, a $1.00 per container surcharge will be applied because the program did not achieve the required 50% participation rate. As a result, the City's total cost will increase to $11.88 per container per month.

To help offset this increase, the City will apply a diversion credit received from Wasatch Integrated in recognition of the community's recycling and green waste diversion efforts. After accounting for the projected diversion credit, the City's net cost is estimated to be approximately $11.30 per container per month. Accordingly, the proposed green waste collection fee effective July 1, 2026, is $11.35 per container per month.

Fiscal Impact

The intent of this program is to offer curbside green waste collection and recycling at near breakeven.

Alternatives

Set a lower or higher rate for green waste.

Schedule / Time Constraints

The city needs authorization to bill the new rate for green waste before billing in the beginning of July.

List Of Attachments

- Consolidated Fee Schedule

UTILITIES

Water:	Jan 1 2026	Jan 1 2027	Jan 1 2028

Water rates are from January 1st to December 31st

Residential

Single family:

Monthly Base Fee	$25.97	$27.53	$29.18

Usage rates charges per 1,000 gallons:

0 - 10,000	$1.02	$1.04	$1.06
10,001 - 20,000	$1.24	$1.26	$1.29
20,001 - 40,000	$1.56	$1.59	$1.62
40,001 - 60,000	$2.27	$2.32	$2.37
60,001 - 80,000	$2.98	$3.04	$3.10
80,000 +	$4.14	$4.22	$4.30

Multi-Family Units, Apartment Houses & Mobile Home Parks

(7,000 gallons allowed per unit, then commerical rates apply)

Monthly Base Fee	$28.08	$29.76	$31.55
Usage rates per 1,000 gallons	$1.51	$1.54	$1.57

Commercial

Monthly Base Fee, based on meter size

5/8" - 3/4"	$36.95	$39.17	$41.52
1" - 1 1/2"	$143.73	$152.35	$161.49
2"	$188.56	$199.87	$211.86
3"	$483.16	$512.15	$542.88
4"	$739.96	$784.36	$831.42
6"	$1,314.88	$1,393.77	$1,477.40

Usage rates per 1,000 gallons	$1.51	$1.54	$1.57

Sprinkling lawns, unmetered:

Base fee from 5/8" commercial rate plus per square foot of lawn area. Unmetered lawn accounts will be billed monthly for a five (5) month period each year, from May 1 up to and including September 30.	$0.006425	$0.006425	

Fire Protection Standby Charge:

Sprinkling system standby charge per diameter inch of main pipe supply	$3.96	$4.04	$4.12

More than one User:

Minimum monthly fee based on meter size. Usage rates shall be divided equally between users, unless users present a written agreement that fees shall be charged on different basis other than equally.

Unmetered Services:

Commercial & industrial users not having metered water service shall be charged for water services based on the number of connections and number of employees

8 or fewer employees minimum 1.0" meter size	$114.02	$116.30	$118.63
9 or more employees, charged at 2.0" meter size	$149.69	$152.68	$155.73

Sewer:	FY2026	FY2027	FY2028

UTILITIES

Residential

Single Family Monthly Base Rate

Clearfield City (increase 2% per year)	beginning Jan 1	$18.47	$18.84	$19.22
North Davis Sewer District	beginning July 1	$24.00*	$24.00*	$26.50*

Multi-Unit Monthly Base Fee

Clearfield City (increase 3% per year)	beginning Jan 1	$14.83	$15.27	$15.73
North Davis Sewer District	beginning July 1	$24.00*	$24.00*	$26.50*

Commercial

Monthly Base Rate

Clearfield City (increase 2% per year)	beginning Jan 1	$22.06	$22.50	$22.95
North Davis Sewer District	beginning July 1	$24.00*	$24.00*	$26.50*

Usage rates 0-5,000

Clearfield City (increase 2% per year)	beginning Jan 1	$2.43	$2.48	$2.53

Usage rates 5,000+

Clearfield City (increase 2% per year)	beginning Jan 1	$0.71	$0.72	$0.73
North Davis Sewer District	beginning July 1	$2.40*	$2.40*	$2.65*

*Subject to change by the North Davis Sewer District

Note: North Davis Sewer District charges are set by the sewer district and not Clearfield City. These rates may change.
Billing periods beginning May 1st through and including the November 1st bill of each year will be billed on a five month winter average consisting of water consumption from December 1st through April 1st bills.
More than one User:
Minimum monthly fee based on meter size. Usage rates shall be divided equally between users, unless users present a written agreement that fees shall be charged on different basis other than equally.
Unmetered Services:
Commercial & industrial users not having metered water service shall be charged for water services based on the number of connections and number of employees
8 or fewer employees minimum 1.0" meter size
9 or more employees, charged at 2.0" meter size
Special Treatment:
When sewage requires special treatment or causes an unusual and abnormal burden on the disposal facilities, additional charges shall be assessed as determined by the City Council to be fair and equitable.

Storm Water:		**Jan 1 2026**	**Jan 1 2027**	**Jan 1 2028**
Residential - Monthly	**Increase per Year**			
Single-Family per ESU and duplex	3% '26 '27 '28	$9.70	$9.99	$10.29
Tri-plex and fourplex				
Apartments with more than 4 units at Commercial rate				

Commercial - Monthly

Retention Percent

0%	$9.70	$9.99	$10.29
20%	$7.76	$7.99	$8.23
30%	$6.79	$6.99	$7.20
50%	$4.85	$5.00	$5.15

(2,700 sq ft of impervious surface equals 1 ESU)

Credit for On-Site Mitigation:

50% with maximum release of 0.20 cfs/ac and having installed an approved sand & oil interceptor system prior to discharging in to the city's storm drain system
30% with maximum release of 0.20 cfs/ac within a landscaped area or a retention basin within a landscaped area
20% with maximum release of 0.20 cfs/ac within an impervious surface area on the site or within a piping system designed for detention on-site

Residential Solid Waste (Garbage) & Recyclables:

Base fee--1st trash container	$17.75	
Each additional trash container	$17.00	
Recycle container	$6.50	
Each additional recycle container	$6.50	
Green waste container	$11.35	effective July 1 '26
Green waste container removal	$25.00	

Utility Taxes:

Six percent (6%) of total water and sewer charges

Misc. Fees:

Refundable security deposit	$120.00
Late Fee	$10.00 or 1.5%, whichever is greater
Second Delinquent Notice	$15.00
Third Delinquent Notice-Disconnect Eligible	$40.00
Reconnect After Hours	$60.00
Water Meter Tampering	$150.00
Water Meter Damage	Meter cost + $250

CLEARFIELD
UTAH'S MILITARY CITY

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Braden Felix, Assistant Public Works Director

MEETING DATE: June 23, 2026

SUBJECT: Updates to Consolidated Fee Schedule Regarding Street Cut Permit Fees

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RECOMMENDED ACTION

Approve the changes to titles and amounts as presented

DESCRIPTION / BACKGROUND

In comparison with other cities like Layton, Roy, Clinton, and South Ogden, there are some small recommended updates to the street cut permit fees. They are as follows:

- Curb and gutter removal (no road cut): Application fee plus $4/lf (currently $.30/lf)
- Open trench in right-of-way (no road cut): Application fee plus $4/sf (currently $.30/lf)
- Sidewalk/misc. concrete (no road cut): Application fee plus $4/sf (currently $.30/lf)
- Change "Surety Bond" to "Cash Deposit" to be inline with the current code.

We found that in most cases, the removal of some curb for driveway widening or a lateral replacement was not providing enough of a fee to cover the efforts in administration and inspection. We also found that the "surety bond" in the fee schedule is not accurate for what it is intended, but that the intent is for a "cash deposit" as outlined in the ordinance.

There are some changes to the ordinance that staff is working on to better accomplish the intents of the excavation permitting.

CORRESPONDING POLICY PRIORITIES

- Providing Quality Municipal Services

In comparison to other cities, our fees are less than most others. This increase will help pay for the administration and inspection of the work completed.

HEDGEHOG SCORE

18

FISCAL IMPACT

Net increase for future excavation permits. A sewer lateral replacement would cost about $200 more.

ALTERNATIVES

- No change to the fees.

SCHEDULE / TIME CONSTRAINTS

Beginning of July or when the updated fee schedule is adopted.

LIST OF ATTACHMENTS

- Draft Fee Schedule

BUILDING PERMIT AND DEVELOPMENT FEES

The City may reduce building permit and development fees for public infrastructure projects for local governmental entities upon request to the Community Development Director. Fees charged should, at a minimum, cover administrative and direct costs incurred as determined by the Community Development Director.

General - building valuation:			
	From $1 to $500		$23.50
	From $501 to $2,000		$23.50 plus $3.05 each additional $100 or fraction thereof
	From $2,001 to $25,000		$69.25 plus $14.00 each additional $1,000 or fraction thereof
	From $25,001 to $50,000		$391.75 plus $10.10 each additional $1,000 or fraction thereof
	From $50,001 to $100,000		$643.75 plus $7.00 each additional $1,000 or fraction thereof
	From $100,001 to $500,000		$993.75 plus $5.60 each additional $1,000 or fraction thereof
	From $500,001 to $1,000,000		$3,233.75 plus $4.75 each additional $1,000 or fraction thereof
	From $1,000,001 up		$5,608.75 plus $3.65 each additional $1,000 or fraction thereof
Pools, tubs and spas:			
	Public		$150 each
	Private		$47 each
Landscape sprinkling system			$47 each
Plan check fee:			
	Commercial:		
		65% of the building permit fee for building value of $1 - $100,000	
		60% of the building permit fee for building value of $100,001 - $500,000	
		50% of the building permit fee for building value of $500,001 and greater	
	Use of outside consultants for plan checking		Actual Cost. Actual costs include administrative and overhead costs
	Residential and pools		20% of the building permit fee
	Identical Plans		Actual cost of performing the plan review or 30% of the building fee, whichever is less
	Plan check deposit required for new construction:		
		Residential	$100
		Commercial	$250
Off-site Bonds:			
	Residential		$2,000
	Commercial		As per City Engineer's cost estimate
Permit inspection fees:			
	Outside normal business hours (minimum charge of two hours)		$47 per hour
	Re-inspection		$47 per hour
	Inspections for which no fee is specifically indicated (minimum charge of .5 hours)		$47 per hour
	Additional plan review required by revisions (minimum charge of .5 hours)		$47 per hour
Home daycare or preschool plan check and inspection fee			$25 each
Street Cut Permit (Excavation Permit):			
	Application Fee (includes two inspections)		$150
	Inspection Fee		$60 per inspection
	Diminished Road Integrity Fee		
		Last Resurfacing (3 years old or less)	$1.26 per sf
		Minimum charge (3 years old or less)	$150
		Last Resurfacing (more than 3 years old)	$.63 per sf
		Minimum Charge (more than 3 years old)	$100
		Potholes	$100 (each)
		Winter Excavations (Oct.15th - April 15th)	2 Times the permit fees*
	Miscellaneous Fees		
		Boring (no road cut)	Application fee plus $.60 per linear foot
		Curb and gutter removal (no road cut)	Application fee plus ~~$0.30~~ $4.00 per linear foot
		Open trench in right-of-way (no road cut)	Application fee plus ~~$0.30~~ $4.00 per square foot
		Sidewalk/misc. concrete (no road cut)	Application fee plus ~~$0.30~~ $4.00 per square foot
		Winter Excavations (Oct.15th - April 15th)	2 Times the permit fees*
	Street Cut Permit Duration		
		30 days or less	Included in permit fees
		30 day extension	50% of application fee
		60 day or greater extension	100% of the permit fees*
	~~Surety Bond~~ Cash Deposit		
		Dinishing Road Bond Fees	
		Minimum Bond (less than 200 sf	$1,000
		Bond (greater than 200 sf)	$4.20 per sf
		Miscellaneous Bond Fees	
		Minimum Bond (less than 25 lf)	$1,000
		Bond (greater than 25 lf)	$38.00 per lf
	*permit fees = the application fee plus any other necessary fees, not including the bonds.		
	Lateral excavation (roads older than 1 year)		$60 / lane cut
	Lateral excavation (roads newer than 1 year)		$120 / lane cut
	Longitudinal excavation (roads older than 1 year):		
		First 660 lineal feet	$120

BUILDING PERMIT AND DEVELOPMENT FEES			
Each additional 660 lineal feet or fraction thereof			$240
Longitudinal excavation (roads newer than 1 year)			
First 660 lineal feet			$240
Each additional 660 lineal feet or fraction thereof			$240
Excavations off improved rights-of-way			$60
Bond per lateral excavation			$2,500
Bond per unlimited number of lateral excavations			$15,000
Bond for longitudinal excavation for 100 lineal feet or fraction therof			$2,000
Demolition permit (including inspections)			$150
State Surcharge	A 1% state surcharge may be applicable to building permit fees		
Water Meter Fees:	**Cost**	**Installation Fee**	
5/8" x 3/4" Meter	$399		$50
1" Meter	$489		$50
1-1/2" Meter	$796		$50
2" Ultrasonic Meter	$1,018		$100
3" Ultrasonic Meter	$2,407		$100
4" Ultrasonic Meter	$2,894		$100
6" Ultrasonic Meter	$4,479		$200
Telecommunications franchise application fee			$500
Sewer Connection Fees			
Each connection to the city sanitary sewer system including each new subdivision, mobile home park, trailer park, camping park or any other multiple use operation			$500
Additional connection fee per lot within the subdivision, mobile home park, trailer park, camping park or other multiple use operation			$25
Building Permit - New Construction Water Fee			
Fee for water usage during construction of new residential units, fee charged per unit			$50
Development Civil Inspections			
Fee for inspections of the infrastructure necessary to the development that do not require a building permit such as utilities, streets, sidewalks, streetlights, etc.	2% of project engineer's estimated cost		

We no longer charge this fee. We require the ulitility account to be set up before the meet can be set.

CLEARFIELD
UTAH'S MILITARY CITY

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Rich Knapp, Chief Finance Officer

MEETING DATE: June 23, 2026

SUBJECT: Fiscal Year 2026 Proposed Budget Amendments

Recommended Action

Staff recommend 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 23.

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 General Fund 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, and $16,500 texting service to facilitate communication and engagement. In Capital Project Funds, an allocation of park impact fee funds for the all-abilities park to begin this project before FY27, a grant funded $120,000 for a Bicentennial basketball court 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 - June

Fund Division	Account Title	Division-Account#	Adjustment	Description	Source Account Title	Source Adjustment
General Fund						
Facilities	Equipment Purchases	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 & engagement	Fund Balance	16,500
Other Sources	Transfer from CDRA	100000-381002	(244,119)	Reimburse GF for 500 West/1st Street Extension #282	RDA10	(244,119)
Total New Use of Unrestricted Fund Balance Items			74,452			
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)
Streets Revenue	Transfer from CDRA	450000-382001	(300,972)	Clearfield Station transfer from Clearfield Station CDA	CDRA Balance	(300,972)
Risk Fund						
Risk Fund	Claims & Damages	634443-624101	40,000	Original budget projection too low reimbursement timing	ansfer from other Fun	40,000
CDRA						
CED Admin	Transfer Other Funds	204611-691001	300,972	Clearfield Station Funding	CDRA Balance	300,972
RDA 10	Transfer to the GF	204619-691004	244,119	500 West/1st Street Extension project #282	RDA10 Balance	244,119
Lifetime CRA	Developer Increment	204625-645004	396,023	FY25 not distributed until FY26	Lifetime CRFA Balance	396,023

** item previously communicated to the Mayor and Council*

CLEARFIELD CITY ORDINANCE 2026-10

AN ORDINANCE AMENDING THE CONSOLIDATED FEE SCHEDULE FOR CLEARFIELD CITY CORPORATION.

PREAMBLE: Ordinance 2008-06 enacted a consolidated fee schedule for utilities, recreation, licensing, permits, impact fees, building rental, etc. for Clearfield City Corporation. This Ordinance makes amendments to excavation/street cut permit fees and waste fees.

BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:

Section 1. Enactment: Title 2, Chapter 5 of the Clearfield City Code is hereby amended to read as attached in Exhibit "A."

Section 2. Effective Date: This Ordinance shall become effective immediately upon posting.

Section 3. Repealer: Any Ordinance or sections or portions of ordinances previously enacted by the Clearfield City Council which are in conflict with the provisions of this Ordinance are hereby repealed and replaced by this Ordinance.

Dated this 23rd day of June, 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:

UTILITIES

Water:	Jan 1 2026	Jan 1 2027	Jan 1 2028

Water rates are from January 1st to December 31st

Residential

Single family:

Monthly Base Fee	$25.97	$27.53	$29.18

Usage rates charges per 1,000 gallons:

0 - 10,000	$1.02	$1.04	$1.06
10,001 - 20,000	$1.24	$1.26	$1.29
20,001 - 40,000	$1.56	$1.59	$1.62
40,001 - 60,000	$2.27	$2.32	$2.37
60,001 - 80,000	$2.98	$3.04	$3.10
80,000 +	$4.14	$4.22	$4.30

Multi-Family Units, Apartment Houses & Mobile Home Parks

(7,000 gallons allowed per unit, then commerical rates apply)

Monthly Base Fee	$28.08	$29.76	$31.55
Usage rates per 1,000 gallons	$1.51	$1.54	$1.57

Commercial

Monthly Base Fee, based on meter size

5/8" - 3/4"	$36.95	$39.17	$41.52
1" - 1 1/2"	$143.73	$152.35	$161.49
2"	$188.56	$199.87	$211.86
3"	$483.16	$512.15	$542.88
4"	$739.96	$784.36	$831.42
6"	$1,314.88	$1,393.77	$1,477.40

Usage rates per 1,000 gallons	$1.51	$1.54	$1.57

Sprinkling lawns, unmetered:

Base fee from 5/8" commercial rate plus per square foot of lawn area. Unmetered lawn accounts will be billed monthly for a five (5) month period each year, from May 1 up to and including September 30.	$0.006425	$0.006425	

Fire Protection Standby Charge:

Sprinkling system standby charge per diameter inch of main pipe supply	$3.96	$4.04	$4.12

More than one User:

Minimum monthly fee based on meter size. Usage rates shall be divided equally between users, unless users present a written agreement that fees shall be charged on different basis other than equally.

Unmetered Services:

Commercial & industrial users not having metered water service shall be charged for water services based on the number of connections and number of employees

8 or fewer employees minimum 1.0" meter size	$114.02	$116.30	$118.63
9 or more employees, charged at 2.0" meter size	$149.69	$152.68	$155.73

Sewer:	FY2026	FY2027	FY2028

UTILITIES

Residential

Single Family Monthly Base Rate

Clearfield City (increase 2% per year)	beginning Jan 1	$18.47	$18.84	$19.22
North Davis Sewer District	beginning July 1	$24.00*	$24.00*	$26.50*

Multi-Unit Monthly Base Fee

Clearfield City (increase 3% per year)	beginning Jan 1	$14.83	$15.27	$15.73
North Davis Sewer District	beginning July 1	$24.00*	$24.00*	$26.50*

Commercial

Monthly Base Rate

Clearfield City (increase 2% per year)	beginning Jan 1	$22.06	$22.50	$22.95
North Davis Sewer District	beginning July 1	$24.00*	$24.00*	$26.50*

Usage rates 0-5,000

Clearfield City (increase 2% per year)	beginning Jan 1	$2.43	$2.48	$2.53

Usage rates 5,000+

Clearfield City (increase 2% per year)	beginning Jan 1	$0.71	$0.72	$0.73
North Davis Sewer District	beginning July 1	$2.40*	$2.40*	$2.65*

*Subject to change by the North Davis Sewer District

Note: North Davis Sewer District charges are set by the sewer district and not Clearfield City. These rates may change.

Billing periods beginning May 1st through and including the November 1st bill of each year will be billed on a five month winter average consisting of water consumption from December 1st through April 1st bills.

More than one User:

Minimum monthly fee based on meter size. Usage rates shall be divided equally between users, unless users present a written agreement that fees shall be charged on different basis other than equally.

Unmetered Services:

Commercial & industrial users not having metered water service shall be charged for water services based on the number of connections and number of employees

8 or fewer employees minimum 1.0" meter size

9 or more employees, charged at 2.0" meter size

Special Treatment:

When sewage requires special treatment or causes an unusual and abnormal burden on the disposal facilities, additional charges shall be assessed as determined by the City Council to be fair and equitable.

Storm Water:		**Jan 1 2026**	**Jan 1 2027**	**Jan 1 2028**
Residential - Monthly	**Increase per Year**			
Single-Family per ESU and duplex	3% '26 '27 '28	$9.70	$9.99	$10.29
Tri-plex and fourplex				
Apartments with more than 4 units at Commercial rate				

Commercial - Monthly

Retention Percent

0%	$9.70	$9.99	$10.29
20%	$7.76	$7.99	$8.23
30%	$6.79	$6.99	$7.20
50%	$4.85	$5.00	$5.15

(2,700 sq ft of impervious surface equals 1 ESU)

Credit for On-Site Mitigation:

50% with maximum release of 0.20 cfs/ac and having installed an approved sand & oil interceptor system prior to discharging in to the city's storm drain system
30% with maximum release of 0.20 cfs/ac within a landscaped area or a retention basin within a landscaped area
20% with maximum release of 0.20 cfs/ac within an impervious surface area on the site or within a piping system designed for detention on-site

Residential Solid Waste (Garbage) & Recyclables:

Base fee--1st trash container	$17.75	
Each additional trash container	$17.00	
Recycle container	$6.50	
Each additional recycle container	$6.50	
Green waste container	$11.35	effective July 1 '26
Green waste container removal	$25.00	

Utility Taxes:

Six percent (6%) of total water and sewer charges

Misc. Fees:

Refundable security deposit	$120.00
Late Fee	$10.00 or 1.5%, whichever is greater
Second Delinquent Notice	$15.00
Third Delinquent Notice-Disconnect Eligible	$40.00
Reconnect After Hours	$60.00
Water Meter Tampering	$150.00
Water Meter Damage	Meter cost + $250

BUILDING PERMIT AND DEVELOPMENT FEES

The City may reduce building permit and development fees for public infrastructure projects for local governmental entities upon request to the Community Development Director. Fees charged should, at a minimum, cover administrative and direct costs incurred as determined by the Community Development Director.

General - building valuation:			
	From $1 to $500		$23.50
	From $501 to $2,000		$23.50 plus $3.05 each additional $100 or fraction thereof
	From $2,001 to $25,000		$69.25 plus $14.00 each additional $1,000 or fraction thereof
	From $25,001 to $50,000		$391.75 plus $10.10 each additional $1,000 or fraction thereof
	From $50,001 to $100,000		$643.75 plus $7.00 each additional $1,000 or fraction thereof
	From $100,001 to $500,000		$993.75 plus $5.60 each additional $1,000 or fraction thereof
	From $500,001 to $1,000,000		$3,233.75 plus $4.75 each additional $1,000 or fraction thereof
	From $1,000,001 up		$5,608.75 plus $3.65 each additional $1,000 or fraction thereof
Pools, tubs and spas:			
	Public		$150 each
	Private		$47 each
Landscape sprinkling system			$47 each
Plan check fee:			
	Commercial:		
		65% of the building permit fee for building value of $1 - $100,000	
		60% of the building permit fee for building value of $100,001 - $500,000	
		50% of the building permit fee for building value of $500,001 and greater	
	Use of outside consultants for plan checking		Actual Cost. Actual costs include administrative and overhead costs
	Residential and pools		20% of the building permit fee
	Identical Plans		Actual cost of performing the plan review or 30% of the building fee, whichever is less
	Plan check deposit required for new construction:		
		Residential	$100
		Commercial	$250
Off-site Bonds:			
	Residential		$2,000
	Commercial		As per City Engineer's cost estimate
Permit inspection fees:			
	Outside normal business hours (minimum charge of two hours)		$47 per hour
	Re-inspection		$47 per hour
	Inspections for which no fee is specifically indicated (minimum charge of .5 hours)		$47 per hour
	Additional plan review required by revisions (minimum charge of .5 hours)		$47 per hour
Home daycare or preschool plan check and inspection fee			$25 each
Street Cut Permit (Excavation Permit):			
	Application Fee (includes two inspections)		$150
	Inspection Fee		$60 per inspection
	Diminished Road Integrity Fee		
		Last Resurfacing (3 years old or less)	$1.26 per sf
		Minimum charge (3 years old or less)	$150
		Last Resurfacing (more than 3 years old)	$.63 per sf
		Minimum Charge (more than 3 years old)	$100
		Potholes	$100 (each)
		Winter Excavations (Oct.15th - April 15th)	2 Times the permit fees*
	Miscellaneous Fees		
		Boring (no road cut)	Application fee plus $.60 per linear foot
		Curb and gutter removal (no road cut)	Application fee plus ~~$0.30~~ $4.00 per linear foot
		Open trench in right-of-way (no road cut)	Application fee plus ~~$0.30~~ $4.00 per square foot
		Sidewalk/misc. concrete (no road cut)	Application fee plus ~~$0.30~~ $4.00 per square foot
		Winter Excavations (Oct.15th - April 15th)	2 Times the permit fees*
	Street Cut Permit Duration		
		30 days or less	Included in permit fees
		30 day extension	50% of application fee
		60 day or greater extension	100% of the permit fees*
	~~Surety Bond~~ Cash Deposit		
		Dinishing Road Bond Fees	
		Minimum Bond (less than 200 sf	$1,000
		Bond (greater than 200 sf)	$4.20 per sf
		Miscellaneous Bond Fees	
		Minimum Bond (less than 25 lf)	$1,000
		Bond (greater than 25 lf)	$38.00 per lf
	*permit fees = the application fee plus any other necessary fees, not including the bonds.		
	Lateral excavation (roads older than 1 year)		$60 / lane cut
	Lateral excavation (roads newer than 1 year)		$120 / lane cut
	Longitudinal excavation (roads older than 1 year):		
		First 660 lineal feet	$120

BUILDING PERMIT AND DEVELOPMENT FEES

Each additional 660 lineal feet or fraction thereof		$240
Longitudinal excavation (roads newer than 1 year)		
First 660 lineal feet		$240
Each additional 660 lineal feet or fraction thereof		$240
Excavations off improved rights-of-way		$60
Bond per lateral excavation		$2,500
Bond per unlimited number of lateral excavations		$15,000
Bond for longitudinal excavation for 100 lineal feet or fraction therof		$2,000
Demolition permit (including inspections)		$150
State Surcharge	A 1% state surcharge may be applicable to building permit fees	
Water Meter Fees:	**Cost**	**Installation Fee**
5/8" x 3/4" Meter	$399	$50
1" Meter	$489	$50
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2" Ultrasonic Meter	$1,018	$100
3" Ultrasonic Meter	$2,407	$100
4" Ultrasonic Meter	$2,894	$100
6" Ultrasonic Meter	$4,479	$200
Telecommunications franchise application fee		$500
Sewer Connection Fees		
Each connection to the city sanitary sewer system including each new subdivision, mobile home park, trailer park, camping park or any other multiple use operation		$500
Additional connection fee per lot within the subdivision, mobile home park, trailer park, camping park or other multiple use operation		$25
Building Permit - New Construction Water Fee		
Fee for water usage during construction of new residential units, fee charged per unit		$50
Development Civil Inspections		
Fee for inspections of the infrastructure necessary to the development that do not require a building permit such as utilities, streets, sidewalks, streetlights, etc.	2% of project engineer's estimated cost	

~~We no longer charge this fee. We require the ulitility account to be set up before the meet can be set.~~

CLEARFIELD CITY RESOLUTION 2026R-17

A RESOLUTION APPROVING AND ADOPTING AMENDMENTS TO THE FISCAL YEAR 2026 BUDGET AND APPROPRIATING FUNDS FOR THE PURPOSES SET FORTH THEREIN

WHEREAS, Clearfield City has identified some expenditures that are necessary for City operations which were not included in its current budget; and

WHEREAS, the Utah State Code allows the City Council to make adjustments to the budget; and

WHEREAS, after providing proper notice, a public hearing concerning this matter was held and the public was given an opportunity to be heard; and

WHEREAS, the City Council has carefully evaluated and considered the proposed budget amendments and finds them to be prudent and necessary for the good of the City;

NOW THEREFORE BE IT RESOLVED by the Clearfield City Council that the amendments to the Clearfield City budget beginning July 1, 2025 and ending June 30, 2026 (FY26) as set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference, are hereby authorized and approved.

The Mayor is further authorized to sign any documents reflecting those amendments.

Passed and adopted at the Clearfield City Council meeting held on Tuesday, June 23, 2026.

ATTEST	CLEARFIELD CITY CORPORATION
______________________________	______________________________
Nancy R. Dean, City Recorder	Mark R. Shepherd, Mayor

<u>VOTE OF THE COUNCIL</u>

AYE:

NAY:

Property Tax Impact Schedule – FY27 Budget

To maintain current service levels, Clearfield City will consider an increase to its property tax rate from 0.001218 to 0.001253, generating an additional $233,106. The following information is intended to provide decision makers and the public with an explanation of how the City's operations would be affected by the property tax increase.

Proposed additional property tax revenue to Clearfield City	$233,106
Approximate % increase to Clearfield's property tax revenue	6.59%
Approximate annual increase in property tax paid to Clearfield City for the average residence (valued at $510,000)	$21.60 (6.59%)
Approximate annual increase in property tax paid to Clearfield City for the average commercial property (valued at $2,151,000)	$165.63 (6.59%)

The proposed tax increase is intended to maintain current levels of service. Without the tax increase, the level of service to the public would decrease as outlined and articulated below. It should be noted that the Clearfield City Council held a truth-in-taxation to increase the property tax rate for the FY26 budget (approximately $19 for the average residence), and passed a budget that included that increase. However, the increase was not implemented due to a technicality, as determined by the Utah State Tax Commission.

Department – Division	Amount	Operational Impact if Tax Increase is Approved
Community Services – Facilities	$25,000	Contracted services on City facilities for routine maintenance activities will continue at the current level of service.
Police – Patrol & Investigations	$10,000	Equipment acquisition and replacement (e.g. radios and radio accessories, public order unit equipment, etc.) will continue at the current level of service.
Public Works – Streets	$60,000	Maintenance activities such as pavement striping, street light maintenance, pothole repair, snow plowing, etc. will continue at the current level of service.
Community Services – Parks	$121,606	The Parks Division will acquire an advanced-technology slope mower for safer and more efficient maintenance of various steep slopes and detention basins. Also, grounds maintenance activities will continue at the current level of service.
Administration – Communications	$16,500	The texting service to facilitate communication and engagement with residents will be renewed for a second year.

CLEARFIELD CITY RESOLUTION 2026R-18

A RESOLUTION ACKNOWLEDGING A PROPOSED TAX RATE IN EXCESS OF THE CERTIFIED TAX RATE AND ADOPTING THE FINAL PROPERTY TAX IMPACT SCHEDULE FOR THE CLEARFIELD CITY FISCAL YEAR 2027 BUDGET, BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027

WHEREAS, Utah Code Annotated § 59-2-919(4)(a)(i) requires Clearfield City's budget officer to state that the Clearfield City Tentative Budget for Fiscal Year 2027, beginning July 1, 2026 and ending June 20, 2027, includes a proposed property tax increase, and

WHEREAS, Clearfield City "the City" approved a tentative budget for Fiscal Year 2027 on May 12, 2026 with consideration to a proposed higher tax rate; and

WHEREAS, the City announced its intent to adopt said proposed higher tax rate on May 12, 2026 and June 9, 2026; and

WHEREAS, the budget officer for the City presented to the City Council a proposed Property Tax Impact Schedule on May 12, 2026, June 9, 2026, and June 16, 2026; and

WHEREAS, following proper notice, as set forth by State Law, the City held a public hearing on the Fiscal Year 2027 Tentative Budget on June 9, 2026; and

WHEREAS, the City received its certified tax rate on June 12, 2026 and adopted a proposed higher tax rate on June 16, 2026,

NOW, THEREFORE, BE IT RESOLVED, the Clearfield City Council hereby adopts a Final Property Tax Impact Schedule, attached hereto as 'Exhibit A,' in accordance with Utah Code Annotated § 59-2-924 and directs staff to make it available for public inspection as prescribed by State Law.

This Resolution was duly PASSED, ADOPTED, and/or APPROVED this 23rd day of June, 2026.

CLEARFIELD CITY CORPORATION

____
Mark R. Shepherd, Mayor

ATTEST:

____
Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

CLEARFIELD
UTAH'S MILITARY CITY

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Rich Knapp, Chief Finance Officer

MEETING DATE: June 23, 2026

SUBJECT: Fiscal Year 2027 Interim Budget

Recommended Action

Staff recommend that the City Council adopt the FY 2027 Interim Budget.

Description / Background

During the 2026 Legislative Session, the Utah Legislature adopted H.B. 236, Truth in Taxation Amendments, which established new requirements for fiscal-year taxing entities proposing a property tax increase above the certified tax rate. Under the legislation, a taxing entity must adopt an interim budget on or before June 30 prior to the beginning of the new fiscal year.

The interim budget must be based on the proposed property tax increase, include a Property Tax Impact Schedule identifying the intended use of the additional property tax revenue, and contain a restricted revenue appropriation equal to at least the amount of the proposed property tax increase. The Property Tax Impact Schedule must be presented as a separate document and made available to the public at meetings held prior to June 30 where the proposed budget is discussed.

The interim budget becomes effective on July 1 and remains in effect until the City Council adopts a final budget following completion of the Truth in Taxation process and public hearing requirements. The purpose of these provisions is to increase transparency and public participation while ensuring that revenues associated with a proposed property tax increase are not expended prior to final adoption.

Milestones:

- May 12 Budget Officer presented the Tentative Budget & Property Tax Impact Schedule (PTIS). Agenda includes a separate item on any proposed tax rate increase.
- June 9 Council announced intent to raise property tax, and reviewed the PTIS and Tentative Budget again.
- June 23 Adopt the PTIS and adopt Interim Budget

• Aug 4	Truth in taxation (only item that night)
• Aug 11	Adopt Final Budget and tax rate (if TnT)

Corresponding Policy Priorities

- Improving Clearfield's Image, Livability, and Economy
- Maintaining a Highly Motivated and Well-Trained Workforce
- Providing Quality Municipal Services

The budget is the financial foundation for advancing these priorities. It allocates resources to deliver high-quality services, enhance livability and economic vitality, and support staff excellence—ensuring alignment with the Council's vision.

Hedgehog Score

The budget is legally required, a high priority, and an essential task. Within the process of budgeting, however, the hedgehog analysis could be utilized to compare requests, programs, projects, etc. that compete for the same limited resources.

Fiscal Impact

The interim budget is a legally binding financial plan. The FY 2027, it includes $50,610,263 in total revenues and transfers, plus $22,579,131 from reserves allocated for projects, totaling $73,189,394 in available funds. Appropriations equal this total.

Items identified on the Property Tax Impact Fee schedule totaling $233,106 are included in this budget but are restricted until the tax rate is set and the final budget is approved in August.

Alternatives

Adopting a budget is legally required. However, Council has flexibility in resource allocation to reflect varying priorities while meeting obligations. Changes can still be made prior to the final budget adoption.

Schedule / Time Constraints

The Interim Budget must be approved on or before June 30. With a truth in taxation hearing, the last opportunity to adopt the final budget is August 31.

List of Attachments

CLEARFIELD CITY RESOLUTION 2026R-13

A RESOLUTION ACKNOWLEDGING THE PREPARATION AND ADOPTION OF THE CLEARFIELD CITY FISCAL YEAR 2027 INTERIM BUDGET THAT IS BASED ON THE PROPOSED TAX RATE INCREASE, INCLUDES THE FINAL PROPERTY TAX IMPACT SCHEDULE, AND IS IN EFFECT FOR THE PERIOD BEGINNING JULY 1, 2026 AND ENDING AUGUST 11, 2026, PURSUANT TO UTAH CODE ANNOTATED § 59-2-924(8).

WHEREAS, Utah Code Annotated § 59-2-924(8) requires the City to present an interim budget that is based on the taxing entity's proposed tax rate increase; includes a final property tax impact schedule; and is in effect for the period beginning on July 1 and ending after the date on which the taxing entity adopts a budget; and

WHEREAS, the property tax impact schedule has been presented and made available to the public at each public hearing held prior to June 30 at which the Council discussed the taxing entity's proposed general fund budget for the ensuing fiscal year period; and as a separate document from all other budget documents; and

WHEREAS, an amount of the City's general fund revenue that is no less than the amount of additional ad valorem tax revenue that would be generated by the City's proposed tax rate increase has been set aside in a restricted budget account; and

WHEREAS, it is understood that the City may not expend or otherwise obligate the revenue that the City sets aside in a restricted budget account for the period beginning on July 1 and ending after the date on which the City adopts a budget; and

WHEREAS, the City's budget officer presented the Fiscal Year 2027 Interim Budget to the Clearfield City Council at its regularly scheduled policy meeting on Tuesday, June 23, 2026;

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

The Clearfield City Council hereby adopts the presented Fiscal Year 2027 Interim Budget attached hereto as 'Exhibit A'; and

This Resolution was duly PASSED, ADOPTED, and/or APPROVED this 23rd day of June, 2026.

CLEARFIELD CITY CORPORATION

____

Mark R. Shepherd, Mayor

ATTEST:

____

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

CLEARFIELD
UTAH'S MILITARY CITY

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Amy Jones, Deputy City Attorney
Adam Favero, Public Works Director

MEETING DATE: June 23, 2026

SUBJECT: Telecommunications Franchise Agreement with Connext Network, LLC

RECOMMENDED ACTION

Staff recommends the approval of the attached proposed Telecommunications Franchise Agreement with Connext Networks LLC.

DESCRIPTION / BACKGROUND

I. BACKGROUND

A. Franchise Agreements: A franchise agreement is a contract between the City and a company to allow the company to use the public rights-of-way to deliver their service or product. Franchise agreements are common with companies that provide products and services such as natural gas, telephone, internet, and cable television. The companies pay for the use of the rights-of-way by charging the consumer for a product or service delivered.

B. Telecommunications Act: Congress passed the Telecommunications Act of 1996 with the primary intent to benefit the public by attempting to allow anyone to enter the communications business and compete in the market. As part of the Act, local governments are allowed to manage their rights-of-way and require fair and reasonable compensation from telecommunications providers that use a city's rights-of-way. However, the Act and subsequent caselaw is clear the must be "competitively neutral and nondiscriminatory in allowing telecommunications providers to use the city's right-of-way."

II. ANALYSIS

Connext wishes to provide services in Clearfield City under the terms of a new franchise agreement. The proposed new franchise agreement confers on Connext the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the city's rights-of-way.

Clearfield City Municipal Code § 8-6-1 et. seq., Telecommunications Use of Rights of Way, provides the City with direction regarding the intent, applicability, and the requirements of a franchise agreement for telecommunications services. Members of the city's management, legal department, public works, and other city staff reviewed, negotiated, and had input on the attached proposed franchise agreement.

A. Proposed Telecommunication Franchise Agreement: The general elements of this franchise agreement are typical to those used throughout the state and allows the provider to use the public rights-of-way to deliver their service or product. As stated previously, for good or bad, both federal and state laws severely limit the ability for either party to be creative or make demands of each other.

B. Insurance and Indemnification: The proposed franchise agreement requires the provider to maintain in full force and effect at all times of the agreement a comprehensive general liability insurance policy, including underground damage coverage protecting the city against liability for loss of bodily injury and property damage (10 million). Additionally, the proposed franchise agreement indemnifies the city from all possible causes of action arising from the negligent acts or omissions of the provider.

C. Term of Proposed Telecommunication Franchise Agreement: The term of the proposed franchise agreement is 15 years (excluding certain uncured breaches). The agreement allows for 2 additional five-year terms at the Franchisee's option. The proposed franchise agreement provides the City the ability to terminate early for the listed reasons including failure to comply with the ROW Ordinance. The agreement may be modified by written agreement between the parties.

CORRESPONDING POLICY PRIORITIES

- Providing Quality Municipal Services

FISCAL IMPACT

Neutral: The proposed franchise agreement is not anticipated to increase or decrease the overall telecommunication taxes received by the city. The following reflects the accumulative revenues the city receives for all telecommunications taxes at a rate of 3.5% (not just Connext):

FY 2027 Revenue Tentative Budget	FY24 Actuals	FY25 Actuals	FY26 Budget	FY27 Budget	Change '26 to '27
General Fund | 10					
Taxes					
314004 Muni Telecom License Tax	126,236	128,990	129,000	131,000	2,000

ALTERNATIVES

Subject to alternative direction from the Council, staff believes the following to be viable alternatives:

a. Approve franchise agreement as currently proposed.

b. Direct staff to negotiate for specific edits or terms to the proposed franchise agreement and return to Council for further discussion at a future work or policy session. *

c. Not approve the proposed franchise agreement.*

* As referenced above, these contracts do not allow for the city to approach negotiation like it would in many other circumstances based on the federal and state laws that support the existence and ongoing need to provide such services in a consistent manner beyond the territorial jurisdiction of the city.

SCHEDULE / TIME CONSTRAINTS

The applicant and the city acknowledge a desire to have a current and fully executed franchise agreement in place to define the ongoing relationship

LIST OF ATTACHMENTS

- Attachment A: Proposed Telecommunications Franchise Agreement with Connext Networks LLC
- Attachment B: Resolution for Telecommunications Franchise Agreement with Connext Networks LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between the Clearfield City, Utah (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah, and Connext Networks LLC (hereinafter "FRANCHISEE"), a Limited Liability Company with its principal offices at 1877 W 2800 S, Ogden, Utah 84401. CITY and FRANCHISEE may be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the FRANCHISEE desires to provide telecommunications services (hereinafter "System") within the CITY and in connection therewith to establish a telecommunications network within the present and future rights-of-way of the CITY; and,

WHEREAS, the CITY has enacted Title 8, Chapter 6 of the Clearfield City Code, Telecommunications Use-of-Rights-of-Way Ordinance ("ROW Ordinance"), incorporated by reference; and

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to allow the FRANCHISEE a nonexclusive franchise to operate a telecommunications network in the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and the FRANCHISEE agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ROW ORDINANCE.

1.1 **Agreement.** Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and FRANCHISEE.

1.2 **Ordinance.** The CITY has adopted the Telecommunications Rights of Way (ROW) Ordinance which is attached to this Agreement as Exhibit "A" and incorporated herein by reference. The FRANCHISEE acknowledges that it has had an opportunity to read and become familiar with the ROW Ordinance. The parties agree that the provisions and requirements of the ROW Ordinance are material terms of this Agreement, and that each party hereby agrees to comply with the terms of the ROW Ordinance. The definitions in the ROW Ordinance shall apply herein unless a different meaning is indicated.

1.3 Ordinance Amendments. The CITY reserves the right to amend the ROW Ordinance at any time. The CITY shall give the FRANCHISEE notice and an opportunity to be heard concerning any proposed amendment. In the event of any conflict between this Agreement and the ROW Ordinance, the ROW Ordinance shall govern.

1.4 **Franchise Description.** The Agreement provided hereby shall confer upon the FRANCHISEE a nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public municipal Rights-of-Way in the City. The Agreement does not grant to the FRANCHISEE the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the FRANCHISEE from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the FRANCHISEE's System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 **Licenses.** The FRANCHISEE acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the ROW Ordinance.

1.6 **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

1.7 **No Property Right.** This franchise does not convey any ownership interest in the Public Ways nor create any vested right beyond the term of this Agreement.

ARTICLE 2. FRANCHISE FEE.

2.1 **Franchise Fee.** For the Franchise granted herein, the FRANCHISEE shall pay to the CITY a tax in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to10-1-410) and City ordinances. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

2.2 **Equal Treatment.** CITY agrees that FRANCHISEE shall receive terms, fees, and treatment no less favorable than those provided to any other similarly situated franchisee, whether existing or future.

ARTICLE 3. TERM AND RENEWAL.

3.1 **Term and Renewal.** The franchise granted to FRANCHISEE shall be for a period of fifteen (15) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial fifteen (15) year term of this Agreement, the franchise granted herein may be renewed by the FRANCHISEE upon the same terms and conditions as contained in this Agreement (plus any amendments to the ROW Ordinance, to this Agreement and/or any other applicable law) for two (2) additional five (5) year term at FRANCHISEE's option.

3.2 **Rights Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between the FRANCHISEE and the CITY, or by revocation or forfeiture, and barring any sale by the FRANCHISEE to a third party (which requires assumption of this Agreement by such third party as well as CITY approval, which approval shall not be unreasonably withheld) the FRANCHISEE shall abandon its System within the CITY and at the CITY's request, unless some other arrangement is made with the CITY, remove from the Rights-of-Way any and all of FRANCHISEE'S System which exists above ground. In such event, it shall be the duty of the FRANCHISEE, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was affected. Notwithstanding anything to the contrary set forth in this Agreement, FRANCHISEE may abandon any underground system in place so long as it does not materially interfere with the use of the rights-of-way.

ARTICLE 4. POLICE POWERS.

The CITY expressly reserves, and the FRANCHISEE expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY.

5.1 **Meet to Confer.** The FRANCHISEE and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the FRANCHISEE conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, the FRANCHISEE and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

5.2 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or the ROW Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided, that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the ROW Ordinance, and the City's Excavation Permit Ordinance. For the FRANCHISEE, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a commercially reasonable and commercially viable manner, consistent with this Agreement, the ROW Ordinance, and the CITY's Excavation Permit Ordinance.

ARTICLE 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

6.1 **Grounds for Termination.** The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The FRANCHISEE fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure; or,

(b) The FRANCHISEE, by act or omission, violates a material duty herein set forth in any particular within the FRANCHISEE's control, and with respect to which full redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the FRANCHISEE notice of such determination, the FRANCHISEE, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such ninety (90) day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, the FRANCHISEE shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the ninety (90) day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the FRANCHISEE; or,

(c) The FRANCHISEE becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the FRANCHISEE within sixty (60) days.

(d) The FRANCHISEE's failure to comply with the ROW Ordinance shall constitute a material breach of this Agreement, subject to the notice and cure provisions set forth herein.

6.2 **Reserved Rights.** Nothing contained herein shall be deemed to preclude the FRANCHISEE from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

6.3 **Remedies at Law.** In the event the FRANCHISEE or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or the FRANCHISEE, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement.

6.4 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and the FRANCHISEE. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 7. PARTIES' DESIGNEES.

7.1 **CITY designee and Address.** The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the ROW Ordinance, all notices from the FRANCHISEE to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at 55 State Street, Clearfield, Utah 84015, or such other officer and address as the CITY may designate by written notice to the FRANCHISEE.

7.2 **FRANCHISEE Designee and Address.** The FRANCHISEE's designated agent, officer or representative or designee(s) shall serve as the FRANCHISEE's representative regarding administration of this Agreement. Unless otherwise specified herein or in the ROW Ordinance, all notices from the CITY to the FRANCHISEE pursuant to or concerning this Agreement, shall be delivered to FRANCHISEE's headquarter offices at 1877 W 2800 S, Ogden, Utah 84401, and such other office as the FRANCHISEE may designate by written notice to the CITY.

7.3 **Failure of Designee.** The failure or omission of the CITY's or FRANCHISEE's representative to act shall not constitute any waiver or estoppels by the CITY or FRANCHISEE.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 **Insurance.** Prior to commencing operations in the CITY pursuant to this Agreement, the FRANCHISEE shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the FRANCHISEE is effectively self-insured if the FRANCHISEE has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the FRANCHISEE from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

8.2 **Indemnification.** The FRANCHISEE agrees to indemnify, defend and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the FRANCHISEE's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to the FRANCHISEE of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit the FRANCHISEE to assume the defense of such with counsel of the FRANCHISEE's choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the FRANCHISEE shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

ARTICLE 9. INSTALLATION

9.1 **Coordinated Installation.** In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, FRANCHISEE shall coordinate with the CITY and other FRANCHISEES or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way. The CITY is under no obligation to postpone these other installations, repairs or maintenance of facilities if the FRANCHISEE is not able to meet the CITY's schedule.

9.2 **Underground Installation.** Notwithstanding the provisions of Article 1.3 and 1.4 of this Agreement, FRANCHISEE expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances including the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require FRANCHISEE to convert existing overhead facilities to underground facilities until and unless other similarly situated FRANCHISEE's in the same location are required to do so. FRANCHISEE shall comply with the requirements of Section 8-6-9(D) of the City Code, including obligations related to emergency actions, temporary relocation, and changes in rights-of-way, to the extent applicable and within FRANCHISEE's legal authority.

9.3 **Underground Installations.** The Provider will be permitted to install new aerial cable runs if the Provider agrees that such new aerial cable runs will be relocated underground if and when the City later directs, and so long as the City, at the same time, requires all other utilities with overhead facilities in the same location to move their facilities underground, so long as it is operationally and technically feasible to go underground at the time. Lines can be placed on already-existing poles. Those Facilities which cannot practically be placed underground may be left above ground. If all other utility lines are already underground in any section of a Public Way in which Provider wishes to install its new Facilities then Provider shall instead install its new cables underground. The foregoing contents shall not be construed to prohibit or limit Company's ability to: overlash cable onto existing aerial facilities; replace existing aerial cables or poles as part of maintenance or upgrade activities; or provide aerial drops to customers.

9.4 **Cooperation with Others in Placing Lines Underground**. To the extent the same does not materially increase Provider's costs or otherwise materially impact Provider's operations, the Provider shall, when undertaking a project of placing its fiber optic lines and other Facilities underground, cooperate with other utilities, agencies, or companies which have their lines overhead to have all lines placed underground as part of the same project. When other public utility companies or telecommunication companies are placing their lines underground and Provider is required to do so, as well, pursuant to section 7.9, the Provider shall, where feasible, cooperate with these utilities and companies and undertake to place its Facilities underground as part of the same project. Further, should the City, regardless of intent (for clarity, this excludes undergrounding for beautification purposes), make available without cost to the Provider the underground infrastructure deemed necessary to allow for the Provider, along with all other utilities, agencies, or companies, to place its fiberoptic lines and other Facilities underground, Provider shall, cooperate with the City and these utilities, agencies, or companies and assume those remaining costs necessary to place its fiberoptic lines and Facilities underground as part of the same project; provided, however, this shall not be applicable to any relocation requests of Provider’s existing fiberoptic lines and other Facilities.

ARTICLE 10. CONSTRUCTION AND TECHNICAL REQUIREMENTS

10.1 Acknowledgement of FRANCHISEE Obligations under ROW Ordinance. The FRANCHISEE acknowledges and agrees to follow the construction and technical requirements contained at section 8-6-7 of the City’s ROW Ordinance, as amended, which section requires, among other things, that FRANCHISEE move or relocate its system at its sole expense according to the circumstances and notice provisions outlined therein. Notwithstanding the foregoing, FRANCHISEE’s obligation to relocate facilities at its expense shall apply only to facilities located within the public rights-of-way and where FRANCHISEE has the legal right and practical ability to relocate such facilities. FRANCHISEE shall obtain all required excavation permits and approvals pursuant to applicable City ordinances prior to performing any excavation within the public rights-of-way.

10.2 FRANCHISEE shall inform CITY of any agreement made between them and a third party for use of equipment related to this agreement. All such third party users are required to enter into a separate agreement with CITY.

ARTICLE 11. GENERAL PROVISIONS

11.1 **Binding Agreement.** The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

11.2 **Utah Law; Dispute Resolution.** This Agreement shall be interpreted pursuant to Utah law. Any dispute arising out of this Agreement shall first be submitted to non-binding mediation. If mediation is unsuccessful, disputes seeking monetary damages shall be resolved by binding arbitration in Davis County, Utah, while either party may seek injunctive or declaratory relief in the Second District Court, Davis County, Utah, or the U.S. District Court for the District of Utah.

11.3 **Time of Essence.** Time shall be of the essence of this Agreement.

11.4 **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11.5 **No Presumption.** All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

11.6 **Amendments.** This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

11.7 **Additional Agreements.** All parties are not precluded from entering into other legal agreements pertaining to the telecommunications systems noted within this agreement.

11.8 **Binding Agreement.** This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

SIGNED AND ENTERED INTO this _____ day of __________, 2026

"CITY"
CLEARFIELD CITY

By:______________________________ Date:_________________
Mark Shepherd, Mayor

ATTEST:

____
City Recorder

APPROVED AS TO FORM:

____
City Attorney

"FRANCHISEE"

By:____________________________________
, Chief Executive Officer

CORPORATE ACKNOWLEDGMENT

STATE OF __________________)
:ss.
COUNTY OF ________________)

On the ____ day of _______________________, 2026 personally appeared before me David Brown, who being by me duly sworn did say that he is the Chief Executive Officer of Connext Networks LLC, and that the foregoing instrument was signed on behalf of said company by authority of its board of directors and/or its company documents; and he acknowledged to me that said company executed the same.

____
Notary Public
Residing at: __________________________
My Commission Expires:________________

CLEARFIELD CITY RESOLUTION 2026R-10

A RESOLUTION OF THE CLEARFIELD CITY COUNCIL AUTHORIZING THE EXECUTION BY THE MAYOR OF A FRANCHISE AGREEMENT BETWEEN CLEARFIELD CITY AND CONNEXT NETWORKS LLC

WHEREAS, federal, state and local laws allow for the establishment, creation, and use of telecommunications facilities in Clearfield City by franchise agreement; and

WHEREAS, Clearfield City and Company desire to enter into an updated nonexclusive franchise agreement granting to Company the right and privilege to continue to provide telecommunications services within the City primarily through fiber-optic lines, and in connection therewith, to establish and maintain a telecommunications network in, under, along, over and across present and future Public Ways of the City; and

WHEREAS, the City Council has reviewed and considered the attached Franchise Agreement between Clearfield City and Company; and

WHEREAS, the City Attorney has reviewed the Franchise Agreement and has approved it as to form and compliance with federal, state, and local laws and regulations governing the awarding of telecommunications franchises; and

WHEREAS, the City Council has determined the Franchise Agreement to be in the best interest of Clearfield City and will be beneficial to the health, safety, and welfare of citizens of the City.

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

Section 1. **<u>Resolution</u>.** The Franchise Agreement between Clearfield City and Company to provide telecommunications services, attached hereto as Exhibit A and by this reference made a part hereof, is hereby approved and authorized for signing by the mayor on behalf of Clearfield.

Section 2. **<u>Effective Date</u>.** This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CLEARFIELD CITY, STATE OF UTAH, THIS ___ DAY OF ________ 2026.

ATTEST

CLEARFIELD CITY CORPORATION

____

Nancy R. Dean, City Recorder

____

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

NOT PRESENT:

CLEARFIELD
UTAH'S MILITARY CITY

STAFF REPORT

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 **<u>Application Process.</u>** 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:

____
DAVIS COUNTY CLERK/Auditor

APPROVED AS TO FORM:

____
DAVIS COUNTY ATTORNEY/Deputy

CLEARFIELD CITY

Dated this **______ day of _________, 20____.**

____

MARK SHEPHERD, Mayor

APPROVED AS TO FORM:

____

STUART WILLIAMS, City Attorney

CLEARFIELD CITY RESOLUTION 2026R-19

A RESOLUTION AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT WITH LAYTON CITY, AND DAVIS COUNTY FOR THE PURPOSE OF DISTRIBUTING THE 2025 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT NUMBER O-BJA-2025-172542 FUNDS

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

Section 1. Resolution. The attached Interlocal Cooperation Agreement with Layton City and Davis County for the purpose of distributing the 2025 Edward Byrne Memorial Justice Assistance Grant Number O-BJA-2025-172542 Funds, 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 23rd day of June, 2026.

ATTEST

CLEARFIELD CITY CORPORATION

____
Nancy R. Dean, City Recorder

____
Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY: