



CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
April 09, 2024 - POLICY SESSION

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 SESSION

CALL TO ORDER:

Mayor Shepherd

OPENING CEREMONY:

Pledge of Allegiance

Solemn Moment of Reflection

Council Member Peterson

PRESENTATIONS:

1. **RECOGNITION OF CIRCLES/JOB CORPS GRADUATES**
2. **SWEARING IN OF NEW CLEARFIELD CITY POLICE OFFICER TREVOR HAMILTON**

PUBLIC HEARINGS:

1. **PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A ZONING TEXT AMENDMENT TO AMEND CITY CODE TITLE 11, CHAPTER 11, ARTICLE G - FORM BASED CODE, BUILDING TYPES, TRANSITION SETBACKS**

BACKGROUND: The transition setback in the Downtown Clearfield Form Based Code (FBC) is intended to provide compatibility of new development with adjacent lower density neighborhoods. The transition setback applies to any building type permitted by the FBC that is adjacent to an existing single-family home or single-family residential zone. Based upon literal enforcement of this standard, staff has identified the need to change the applicability of the transition setback to address new buildings adjacent to single-family zoned properties, but not to existing single-family homes.

RECOMMENDATION: Receive public comment.

SCHEDULED ITEMS:

2. OPEN COMMENT PERIOD

The Open Comment Period provides an opportunity to address the Mayor and City Council regarding concerns or ideas on any topic. 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@clearfieldcity.org.

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

3. CONSIDER APPROVAL OF ORDINANCE 2024-05 APPROVING A ZONING TEXT AMENDMENT TO AMEND CITY CODE, TITLE 11, CHAPTER 11, ARTICLE G – FORM BASED CODE BUILDING TYPE, TRANSITION SETBACK

RECOMMENDATION: Approve Ordinance 2024-05 approving a zoning text amendment to amend City Code Title 11, Chapter 11, Article G – Form Based Code, Building Types, Transition Setback and authorize the mayor’s signature to any necessary documents.

4. CONSIDER APPROVAL OF RESOLUTION 2024R-08 APPROVING THE COST SHARING AGREEMENT WITH DAVIS & WEBER COUNTIES CANAL COMPANY (DWCCC) FOR THE CANAL IMPROVEMENT PROJECT LOCATED AT APPROXIMATELY 300 NORTH AND BRUCE STREET

BACKGROUND: In conjunction with canal improvements, DWCCC has approached Clearfield City to share in the cost of improvements to the canal as it crossed approximately 300 North and Bruce Street. This project will improve the bridges, utilities, and the roadway cross sections, these improvements have not been included in the city’s 10-year capital improvement planning process until last year. Although the timing of this project is not ideal for the city, staff believes there is value in working with DWCCC to improve the infrastructure at these locations.

RECOMMENDATION: Approve Resolution 2024R-08 approving the Cost Sharing Agreement with Davis & Weber Counties Canal Company for the canal improvement project located at approximately 300 North and Bruce Street, and authorize the mayor’s signature to any necessary documents.

5. CONSIDER APPROVAL OF RESOLUTION 2024R-07 REQUESTING A RECENT DECISION BY THE WASATCH INTEGRATED WASTE MANAGEMENT SPECIAL SERVICE DISTRICT TO MANDATE RECYCLING AND IMPOSE A RECYCLING FEE AND ESCALATING PENALTIES FOR NON-COMPLIANCE ON CLEARFIELD CITY RESIDENTS BE RESCINDED OR AMENDED TO ADDRESS CONCERNS PRESENTED BY THE CLEARFIELD CITY COUNCIL

RECOMMENDATION: After careful consideration of the information presented, the Clearfield City Council moves to:

1. Approve Resolution 2024R-07 approving the request to rescind or amend the recent

decision made by the Wasatch Integrated Waste Management Special Service District to mandate recycling and impose a recycling fee, and escalating penalties for non-compliance on Clearfield City residents to address concerns presented by the Clearfield City Council, and authorize the mayor's signature to any necessary documents;

2. Deny Resolution 2024R-07 approving request to rescind or amend the recent decision made by the Wasatch Integrated Waste Management Special Service District to mandate recycling and impose a recycling fee, and escalating penalties for non-compliance on Clearfield City residents; or
3. Table consideration of Resolution 2024R-07 and request additional time to consider the proposal.

6. CONSIDER APPROVAL OF A PROCLAMATION DECLARING APRIL 2024 FINANCIAL LITERACY AWARENESS MONTH IN CLEARFIELD CITY

COMMUNICATION ITEMS:

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

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

Posted April 5, 2024.

/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 - clearfield.city, 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@clearfieldcity.org & 801-525-2700.



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7:00 P.M. POLICY SESSION

CALL TO ORDER:

Mayor Shepherd

OPENING CEREMONY:

Pledge of Allegiance
Solemn Moment of Reflection
Council Member Peterson

PRESENTATIONS:

PUBLIC HEARINGS:

1. **PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A ZONING TEXT AMENDMENT TO AMEND THE TRANSITION SETBACK IN THE DOWNTOWN FORM BASED CODE**

BACKGROUND: The transition setback in the Downtown Clearfield Form Based Code (FBC) is intended to provide compatibility of new development with adjacent lower density neighborhoods. The transition setback applies to any building type permitted by the FBC that is adjacent to an existing single-family home or single-family residential zone. Based upon literal enforcement of this standard, staff has identified the need to change the applicability of the transition setback to address new buildings adjacent to

single-family zoned properties, but not to existing single-family homes.

RECOMMENDATION: Receive public comment.

SCHEDULED ITEMS:

2. OPEN COMMENT PERIOD The Open Comment Period provides an opportunity to address the Mayor and City Council regarding concerns or ideas on any topic. 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@clearfieldcity.org. The Mayor and City Council encourage civil discourse for everyone who participates in the meeting.

3. CONSIDER APPROVAL OF ORDINANCE 2024-05 APPROVING A ZONING TEXT AMENDMENT TO AMEND THE TRANSITION SETBACK IN THE DOWNTOWN FORM BASED CODE

RECOMMENDATION: Approve Ordinance 2024-05 approving a zoning text amendment to amend the transition setback in the Downtown Form Based Code and authorize the mayor's signature to any necessary documents.

4. CONSIDER APPROVAL OF RESOLUTION 2024R-08 APPROVING THE COST SHARING AGREEMENT WITH DAVIS & WEBER COUNTIES CANAL COMPANY (DWCCC) FOR THE CANAL IMPROVEMENT PROJECT LOCATED AT APPROXIMATELY 300 NORTH AND BRUCE STREET

BACKGROUND: In conjunction with canal improvements, DWCCC has approached Clearfield City to share in the cost of improvements to the canal as it crossed approximately 300 North and Bruce Street. This project will improve the bridges, utilities, and the roadway cross sections, these improvements have not been included in the city's 10-year capital improvement planning process until last year. Although the timing of this project is not ideal for the city, staff believes there is value in working with DWCCC to improve the infrastructure at these locations.

RECOMMENDATION: Approve Resolution 2024R-08 approving the Cost Sharing Agreement with Davis & Weber Counties Canal Company for the canal improvement project located at approximately 300 North and Bruce Street, and authorize the mayor's signature to any necessary documents.

5. CONSIDER APPROVAL OF RESOLUTION 2024R-07 REQUESTING A RECENT DECISION BY THE WASATCH INTEGRATED WASTE MANAGEMENT SPECIAL SERVICE DISTRICT TO MANDATE RECYCLING AND IMPOSE A RECYCLING FEE AND ESCALATING PENALTIES FOR NON-COMPLIANCE ON CLEARFIELD CITY RESIDENTS BE RESCINDED OR AMENDED TO ADDRESS CONCERNS PRESENTED BY THE CLEARFIELD CITY COUNCIL

RECOMMENDATION: After careful consideration of the information presented, the Clearfield City Council moves to: 1. Approve Resolution 2024R-07 approving the request to rescind or amend the recent decision made by the Wasatch Integrated Waste Management Special Service District to mandate recycling and impose a recycling fee, and escalating penalties for non-compliance on

Clearfield City residents to address concerns presented by the Clearfield City Council, and authorize the mayor's signature to any necessary documents; 2. Deny Resolution 2024R-07 approving request to rescind or amend the recent decision made by the Wasatch Integrated Waste Management Special Service District to mandate recycling and impose a recycling fee, and escalating penalties for non-compliance on Clearfield City residents; or 3. Table consideration of Resolution 2024R-07 and request additional time to consider the proposal.

6. CONSIDER APPROVAL OF A PROCLAMATION DECLARING APRIL 2024 FINANCIAL LITERACY AWARENESS MONTH IN CLEARFIELD CITY

COMMUNICATION ITEMS:

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

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

Dated this 18th day of May 2023

Chersty Titensor, Deputy City Recorder

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STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Brad McIlrath, Senior Planner

MEETING DATE: Tuesday, April 9th, 2024

SUBJECT: Public Hearing, Discussion, and Possible Action on **ZTA 2024-0205**, a zoning text amendment request by Clearfield City to amend the transition setback in the Downtown Form Based Code.

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council review the proposed zoning text amendment for the transition setback in the Downtown Clearfield Form Based Code as forwarded by the Planning Commission.

PLANNING COMMISSION RECOMMENDATION

On March 6th, 2024, the Planning Commission forwarded a recommendation of approval for the proposed amendment as reflected in the attachment.

BACKGROUND & ANALYSIS

The transition setback in the Downtown Clearfield Form Based Code (FBC) is intended to provide compatibility of new development with adjacent lower density neighborhoods. The transition setback applies to any building type permitted by the FBC that is adjacent to an existing single-family home or single-family residential zone. Based upon literal enforcement of this standard, staff has identified the need to change the applicability of the transition setback to address new buildings adjacent to single-family zoned properties, but not to existing single-family homes.

By applying the transition setback to existing single-family homes that are not located in a single-family zone, this creates an impediment to economic growth by burdening redevelopment with additional development impacts, in an area that is planned for commercial and mixed-use growth. By requiring new development to setback further from a single-family home that is a legal non-conforming use in a non-single-family residential zone, only further limits redevelopment efforts of properties, that have been historically used as residential. In the event that the property the home is located on is redeveloped in the future, the same exaction would not apply leaving the first property with an additional setback and impact, that is not necessary. Therefore, to ensure that appropriate buffering is maintained between new development and single-family residentially zoned properties and to encourage the fair and equitable treatment of new development within the FBC area, staff recommends the removal of the reference to existing single-family homes that are not located in single-family zones from the transition setback.

GENERAL FINDINGS – ZONING ORDINANCE TEXT AMENDMENT



Clearfield Land Use Ordinance Section 11-6-3 establishes the following findings the Planning Commission shall make to approve Zoning Ordinance Text Amendments. The findings and staff's evaluation are outlined below:

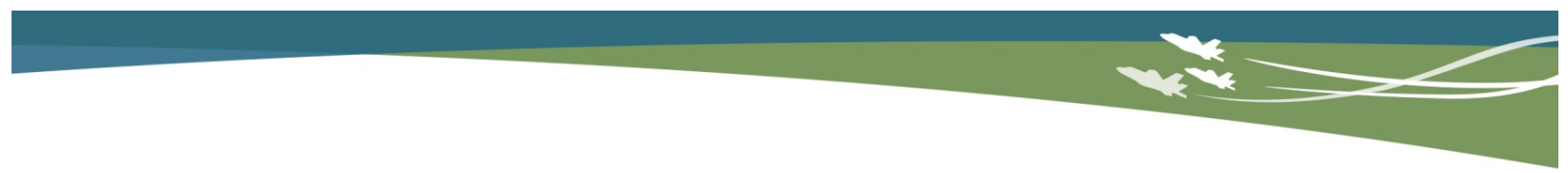
	Review Consideration	Staff Analysis
1)	The proposed amendment is in accordance with the General Plan and Map; or	The proposed amendments are in accordance with the General Plan which encourages continual evaluation and modifications to adopted ordinances as circumstances require. The proposed amendments provide greater flexibility for redevelopment and the city's economic development efforts within the Downtown Clearfield Form Based Code area.
2)	Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	As part of the continual evaluation of the Form-Based Code and to accommodate market demands the proposed amendment improves the ability redevelopment and economic development within the downtown area.

FINDINGS AND CONCLUSION

Based upon a review of the existing and proposed ordinance standards Staff concludes the following:

1. The Downtown Clearfield Form Based Code should be continually evaluated to address local and market needs identified through code implementation and downtown redevelopment.
2. The proposed change encourages fair and equitable treatment of properties within the same zoning district.
3. The proposed change will impact existing non-conforming single-family homes located in a Downtown Clearfield Form Based Code zone or other nonresidential zone.
4. The proposed change encourages compatibility of new development with adjacent single-family residentially zoned properties.

CORRESPONDING POLICY PRIORTIES

- 
- *Providing Quality Municipal Services*
Clearfield City Planning Staff with this amendment and others to the Form Based Code seeks continuous improvement with innovative solutions and adjustments that meet city and development needs.
 - *Improving Clearfield's Image, Livability, and Economy*
The proposed amendment encourages redevelopment and in turn, economic development investment into Clearfield City along these corridors that have been underutilized with long-standing commercial and now mixed-use zoning.

FISCAL IMPACT

None.

ALTERNATIVES

The City Council may deny the requested amendments or make additional changes prior to approval of the amendments.

SCHEDULE/TIME CONSTRAINTS

The Planning Commission reviewed and forwarded a recommendation of approval to the City Council on March 6th, 2024. The amendment was reviewed in a work session with the City Council on March 26th, 2024. No comments of concern or proposed changes were mentioned on that date. If the City Council chooses to table this item, it will need to be tabled to a specific future date and time.

LIST OF ATTACHEMENTS

- Transition Setback Amendment

3. Building Location

- (1) Multiple Principal Structures. The allowance of more than one principal structure on a lot.
- (2) Front Build-to Zone. The build-to zone defines the minimum and maximum building setback parallel to the front property line. Building components, such as awnings or signage, are permitted to encroach out of the build-to zone, including over the public right of way, if they meet clearance standards.
 - (a) All build-to zone and setback areas not covered by building must contain either landscape, patio space, or sidewalk space.
- (3) Corner Build-to Zone. The build-to zone or setback parallel to the corner property line.
 - (a) All build-to zone and setback areas not covered by building must contain either landscape, patio space, or sidewalk space.
- (4) Occupation of Corner. A principal structure shall occupy the intersection of the front and corner build-to zones.
- (5) Front Property Line Coverage. This Measurement defines the minimum percentage of building facade required to be along the front property line. The measurement is calculated by dividing the width of the principal structure(s) (as measured within the front build-to zone) by the width of the front build-to zone (BTZ).
 - (a) Certain buildings may have a second measurement in order to allow the development of a courtyard or plaza along the front property line.
 - (b) When a driveway is permitted from the street, the driveway width is excluded from the measurement calculation.
- (6) Minimum Side Yard Setback. The minimum required setback along a side property line.
- (7) Minimum Rear Yard Setback. The minimum required setback along a rear property line.
- (8) Transition Setbacks. To provide compatibility with adjacent lower density neighborhoods, additional setback distances and height transitions shall be required for lots directly adjacent to these neighborhoods. See Figure 6.3 (6).
 - (a) Distance Transition. Any building type in any district adjacent to ~~an existing single family home or~~ single-family residential zone shall have a minimum 20 foot setback from the adjacent lot.
 - (b) Height Transition. The maximum height for the building within 30 feet from the property line shall be 35 feet. The height can transition beginning at 30 feet from the property line, with one foot of additional vertical building height allowed for every two feet in additional horizontal distance from the property line.

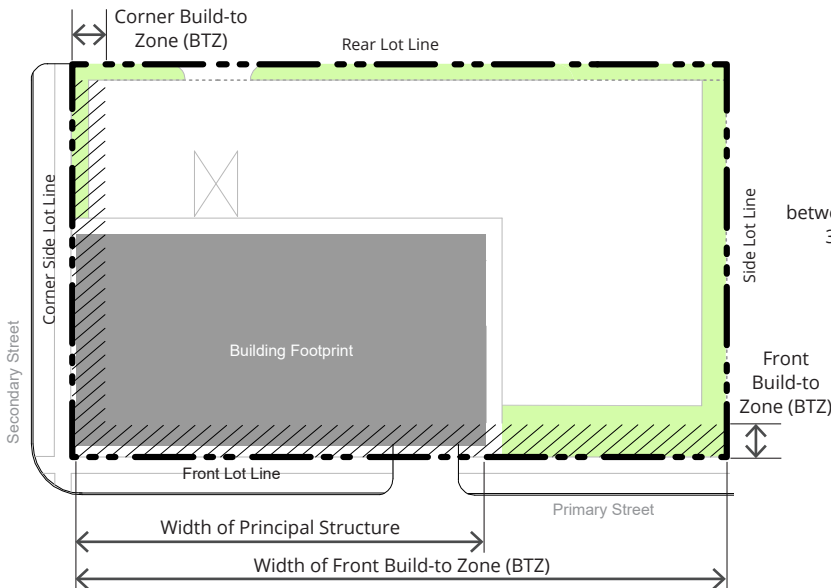


Figure 6.3 (5). Build to Zones.

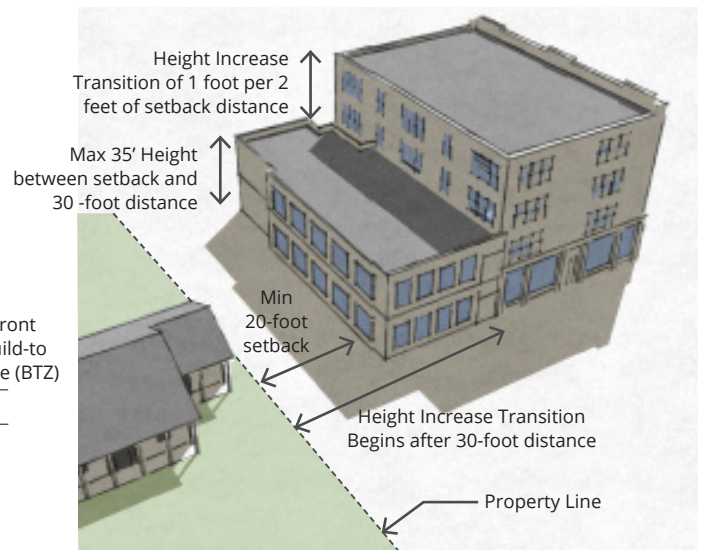


Figure 6.3 (6). Building Transition Setback Requirements.

CLEARFIELD CITY ORDINANCE 2024-05

AN ORDINANCE AMENDING TITLE 11 OF THE CLEARFIELD CITY CODE

PREAMBLE: This Ordinance amends Title 11, Chapter 11, Article G – Form Based Code of the Clearfield City Code.

BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:

Section 1. Enactment:

Title 11, Chapter 11, Article G, Sub Chapter 6.0 – Form Based Code, Building Types is hereby amended in its entirety as identified in the attached Exhibit “A.”

Section 2. Repealer: Any provision or ordinances that are in conflict with this ordinance are hereby repealed.

Section 3. Effective Date: These amendments shall become effective immediately upon passage and posting.

Passed and adopted by the Clearfield City Council this 9th day of April, 2024.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST:

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

3. Building Location

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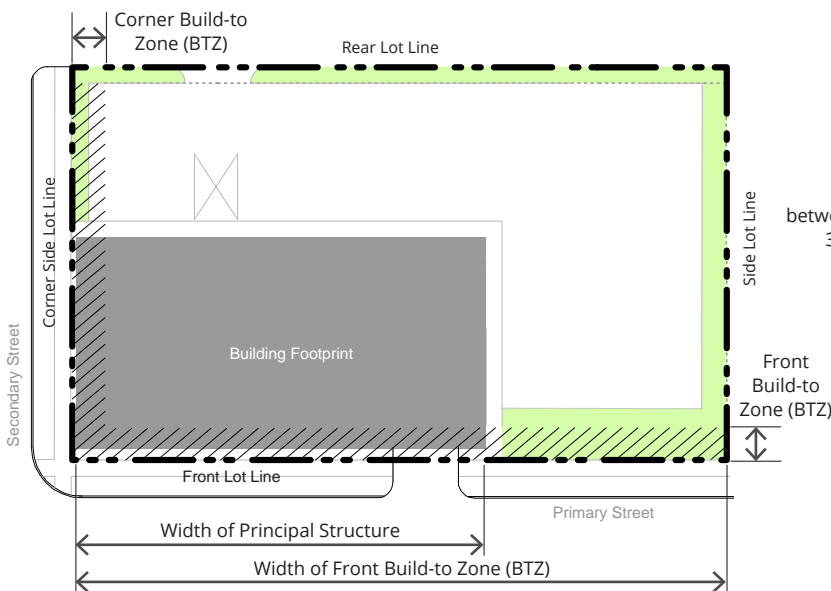


Figure 6.3 (5). Build to Zones.

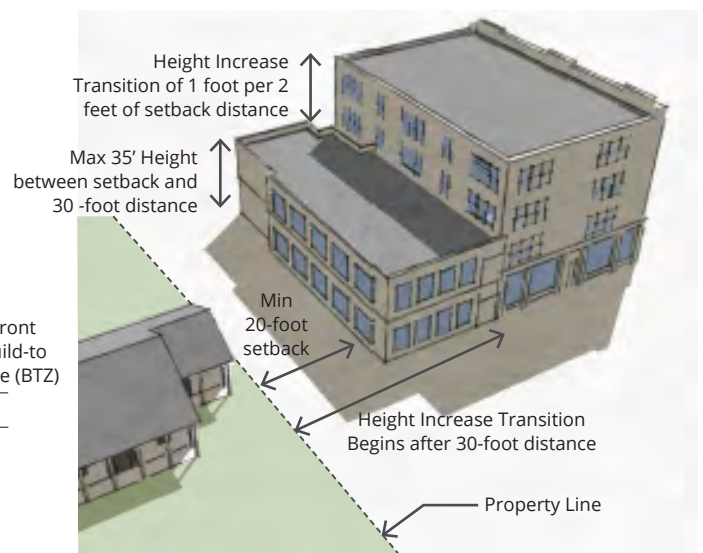


Figure 6.3 (6). Building Transition Setback Requirements.



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Adam Favero, Public Works Director

MEETING DATE: April 9, 2024

SUBJECT: Staff Report for a Cost Sharing Agreement between Clearfield City and the Davis & Weber Counties Canal Company (DWCCC)_Project # 283

RECOMMENDED ACTION


City staff's recommendation is to approve the attached Cost Sharing Agreement between Clearfield City and Davis & Weber Counties Canal Company (DWCCC).

DESCRIPTION / BACKGROUND

During the FY 24 budget process, staff proposed future funding to be allocated to Project #283, a Davis & Weber Canal Company (DWCCC) Project located between 300 North and Bruce Street over the DWCCC's canal. The proposed funding was to cover the cost of, if necessary, relocating several city utilities and assist with the cost to replace the roadway cross sections of both 300 North and Bruce Street. City staff addressed the city council and explained the project and the council's future need to consider allocating funding to help support the project. Staff interpreted the comments received from the city council to be supportive of assisting in funding, but also expressed concerns that some of the costs needed to be looked at to make sure they were fair for both parties. Additionally, city staff was directed by council to carefully review all funding requests received to ensure that the city was not providing funding for infrastructure that is purely DWCCC infrastructure or that the city is not required to fund.

City Staff received a proposed Cost Sharing Agreement including a proposed Cost Sharing Bid Tabulation exhibit in October 2023 from DWCCC. The two parties have been negotiating the terms of the agreement and bid tabulation. City staff has reviewed several existing agreements between Clearfield City and DWCCC. Other exhibits, plans, and past projects' history of working with DWCCC were also reviewed and considered as part of the staff's final recommendation. While this project will improve the bridges, utilities, and the roadway cross sections at 300 North and Bruce Street, these improvements have not been included in the city's 10-year capital improvement planning process until last year. Although the timing of this project is not ideal for the city, staff believes there is value in working with DWCCC to improve the infrastructure at these locations.

On January 9, 2024, staff presented the City Council with two Cost Sharing Bid Tabulations. In the



meeting it was decided to share in the cost of the project as outlined in “Exhibit B” the cost sharing bid tabulation (see attached exhibit for details).

Staff are now coming to the City Council to get approval of the overarching Cost Sharing Agreement with DWCCC. Staff have been through several review cycles and consider the agreement to be sufficient to meet the needs of both parties.

CORRESPONDING POLICY PRIORITIES

- Improving Clearfield's Image, Livability, and Economy
- This project will improve the roadway cross sections at 300 North and Bruce Street over the DWCCC’s canal.

HEDGEHOG SCORE

14

FISCAL IMPACT

Approved Budget:

• Street:	454410-673001	\$284,656.00
• Storm Drain:	535310-673001	\$22,080.00
• Sewer:	525201-673001	\$75,000.00
• Water:	515110-673001	<u>\$107,400.00</u>
• Total Budget		\$489,136.00

ALTERNATIVES

N/A

SCHEDULE / TIME CONSTRAINTS

DWCCC has started the project and would like to have an executed agreement as soon as possible.

LIST OF ATTACHMENTS

- Cost Sharing Agreement
- “Exhibit A”_Bruce to 300 N Project
- “Exhibit B”_Cost Sharing Bid Tabulation

COST SHARE AGREEMENT

This COST SHARE AGREEMENT (“**Agreement**”) is entered into by and between DAVIS AND WEBER COUNTIES CANAL COMPANY, a nonprofit mutual water company organized and existing under the laws of the State of Utah (“**Company**”) and CLEARFIELD CITY, a Utah municipality (“**City**”). Company and City may also be referred to individually as a Party or collectively as the Parties.

RECITALS

WHEREAS, Company is a nonprofit mutual water company which is responsible for the delivery of irrigation water to its members; and,

WHEREAS, Company owns, operates and maintains a water delivery system which includes pipelines, canals and the attendant rights of way; and,

WHEREAS, City is a Utah municipality which owns, operates, and maintains utilities and infrastructure in their roadways; and,

WHEREAS, Company is replacing a portion of its canal located on its property located within City at Bruce Street and 300 North, upon which certain infrastructure, including road crossings, water and sewer lines of City are located pursuant to existing agreements or, in some cases, with no prior agreement (“**Project**”), see “**Exhibit A**,” and,

WHEREAS, in performing work on the Project, Company determined that replacing the existing bridges at the location of the Project would be more efficient hydraulically as well as eliminate the need to transition or connect to the existing structures; and,

WHEREAS, the replacement of the existing bridges by Company results in new surface improvements and the relocation of certain City infrastructure, including road crossings, water lines, and sewer lines, as more particularly set forth in “**Exhibit B**”; and,

WHEREAS, Company and City have agreed, only for purposes of the Project, to share in the costs of the Project, as set forth in Exhibit B.

AGREEMENT

NOW THEREFORE, based upon these recitals, the obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **Cost Share.** A detailed estimate of the costs of the Project as it relates to the Company and City is incorporated and attached to this Agreement as Exhibit B. Company and City will share the actual costs in the manner set forth in Exhibit B. Company is responsible for

completing construction work associated with the Project and will directly incur construction costs related to the Project. Upon completion of the Project, Company will determine the actual costs incurred by Company for completing the Project and provide to City an invoice showing the actual cost incurred by the Company, including the amounts owed by the City. Company agrees to provide notice and seek City's prior written approval, which approval shall not be unreasonably conditioned, delayed, or withheld, to incur a total cost for the Project greater than what is shown in Exhibit B. An invoice submitted by Company to the City in the amount reflected in Exhibit B, or more than Exhibit B, as previously agreed upon in writing, will be due and payable upon receipt and City shall make payment, in full, to Company no later than thirty (30) days after the date Company delivers the invoice to the City. Company and City have agreed to share costs for purposes of the Project only.

2. **Right of Way.** All existing agreements entered into by the Parties shall remain in full force and effect. It is not the intention of the Parties to terminate the rights or obligations of the Parties under the existing agreements. Except as provided in this Agreement, and only for purposes of the rights and obligations of the Parties related solely to the Project and this Agreement, the Parties do not intend for this Agreement to impact the Parties' rights and responsibilities related to the City's facilities located on Company's property for which no record of an agreement can be located.

3. **Indemnification.** This is a cost sharing Agreement only. As such, Company agrees to indemnify, defend, and save harmless City from and against all claims, suits, and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of Company's officers, agents, contractors, employees, elected or appointed officials resulting from Company's performance of Project. Nothing in this paragraph or the Agreement is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

4. **Notices.** Any notice, demand, request, consent, approval, or other communication which either Party is required or desires to give under this Agreement shall be made in writing and mailed to the other Party at the address set forth below or at such other address as the Parties may provide from time to time. Such notices shall be mailed by first-class mail, postage prepaid to the Parties as follows:

To Company at:

Richard Smith, General Manager
138 West 1300 North
Sunset, Utah 84015

To Clearfield City at:

Clearfield City Recorder
Attention: JJ Allen, City Manager

4864-7404-1730

55 South State Street
Clearfield, Utah 84015

5. **Obligations to Third Parties.** This Agreement shall not be deemed to confer any rights upon, nor obligate either of the Parties to any person or entity other than one another.

6. **Governing Law and Venue.** This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Utah both as to interpretation and performance. Any action brought under this Agreement shall be brought in the Second Judicial District Court for the State of Utah, Farmington Department.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties on the subject matter addressed herein and supersedes any prior understanding, representation, or agreement of the Parties. Any modification to this Agreement must be confirmed in writing and signed by both Parties.

8. **Further Assurances.** The Parties hereto agree to do any act or thing and to execute any additional documents reasonably necessary and proper with the performance of their obligations hereunder and to carry out the intent of the Parties and to give effect to the provisions of this Agreement.

9. **Attorney's Fees.** In the event that any action or negotiation is required to enforce any of the terms or provision of this Agreement, the prevailing Party in such action or negotiation shall be entitled to payment of its reasonable attorney fees, cost and expenses incurred.

10. **Waiver.** No covenant or condition of the Agreement may be waived by any Party unless done so in writing. Forbearance or indulgence by any Party in any regard whatsoever shall not constitute waiver of the covenants or conditions to be performed by the other.

11. **Severability.** If any provision of this Agreement shall be held to be or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions contained herein or render the same invalid, inoperative, or unenforceable to any extent.

12. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and to their respective heirs, successors, and assigns.

13. **Captions.** The captions appearing at the commencement of the paragraphs hereto are descriptive only and for convenience of reference. Should there be any conflict between any such caption and the paragraph at the head of which it appears, the paragraph and not the caption shall control and govern the construction of this Agreement.

14. **Execution in Counterparts.** This Agreement may be executed in counterparts each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

DATED this _____ day of March, 2024.

DAVIS AND WEBER COUNTIES CANAL COMPANY

By: _____
Its: _____

DATED this _____ day of March, 2024.

CLEARFIELD CITY

By: _____
Its: _____

Exhibit A

Exhibit B

Bid Item	Description	Unit	Bid Quantity	Bid Unit Cost	Bid Amount	Estimated Quantity	Estimated Amount	Clearfield City Portion	Clearfield City Amount
1	Mobilization	LS	1	\$130,000.00	\$ 130,000.00	0.0845	\$ 10,985.00	0.5	\$ 5,492.50
2	General Stormwater Permit	LS	1	\$4,500.00	\$ 4,500.00	0.0845	\$ 380.25	0.5	\$ 190.13
4	Remove and Dispose of Existing Concrete Canal Liner	LF	1373	\$40.00	\$ 54,920.00	116	\$ 4,640.00	0.5	\$ 2,320.00
6	Furnish and Install Foundation Material and Leveling Course	LF	1373	\$50.00	\$ 68,650.00	116	\$ 5,800.00	0.5	\$ 2,900.00
7	Furnish and Install 8'x6' Box Culvert with Gasket Joint	LF	1373	\$894.00	\$ 1,227,462.00	116	\$ 103,704.00	0.5	\$ 51,852.00
19	Bruce Street: Traffic Control	LS	1	\$5,500.00	\$ 5,500.00	1	\$ 5,500.00	0.5	\$ 2,750.00
20	Bruce Steet: Pothole Utilities	HR	2	\$625.00	\$ 1,250.00	2	\$ 1,250.00	0.5	\$ 625.00
21	Bruce Street: Bridge Demolition	LS	1	\$18,500.00	\$ 18,500.00	1	\$ 18,500.00	0.5	\$ 9,250.00
22	Bruce Street: Saw Cut, Remove and Disopose of Existing Asphalt	SY	290	\$30.00	\$ 8,700.00	290	\$ 8,700.00	0.5	\$ 4,350.00
23	Bruce Steet: Remove and Dispose of Existing Concrete Cross Drain	SY	34	\$47.00	\$ 1,598.00	34	\$ 1,598.00	0.5	\$ 799.00
24	Bruce Steet: Remove and Dispose of Existng Concrete Sidewalk	LF	38	\$27.00	\$ 1,026.00	38	\$ 1,026.00	0.5	\$ 513.00
25	Bruce Steet: Remove and Dispose of Existing Curb and Gutter	LF	80	\$18.00	\$ 1,440.00	80	\$ 1,440.00	0.5	\$ 720.00
26	Bruce Steet: Remove and Dispose of Existing Catch Basin	EA	2	\$525.00	\$ 1,050.00	2	\$ 1,050.00	0.5	\$ 525.00
27	Bruce Street: Imported Granular Borrow Backfill (Plan Quantity)	CY	240	\$85.00	\$ 20,400.00	240	\$ 20,400.00	0.5	\$ 10,200.00
28	Bruce Street: Untreated Base Course Material	TON	125	\$57.00	\$ 7,125.00	125	\$ 7,125.00	0.5	\$ 3,562.50
29	Bruce Street: Furnish and Install Hot-mix Asphalt (4" Thick Minimum)	SY	402	\$50.00	\$ 20,100.00	402	\$ 20,100.00	0.5	\$ 10,050.00
30	Bruce Street: Furnish and Install Concrete Curb and Gutter	LF	183	\$40.00	\$ 7,320.00	183	\$ 7,320.00	0.5	\$ 3,660.00
31	Bruce Street: Furnish and Install Concrete Sidewalk	LF	82	\$40.00	\$ 3,280.00	82	\$ 3,280.00	0.5	\$ 1,640.00
32	Bruce Street: Furnish and Install ADA Ramp	EA	4	\$2,175.00	\$ 8,700.00	4	\$ 8,700.00	0.5	\$ 4,350.00
33	Bruce Street: Furnish and Install Driveway Approach	EA	2	\$2,250.00	\$ 4,500.00	2	\$ 4,500.00	0.5	\$ 2,250.00
34	Bruce Street: Furnish and Install Concrete Cross Drain	LF	60	\$90.00	\$ 5,400.00	60	\$ 5,400.00	0.5	\$ 2,700.00
35	Bruce Street: Gas Line Loop	LS	1	\$2,800.00	\$ 2,800.00	1	\$ 2,800.00	0	\$ -
36	Bruce Street: Loop 8" Water Line	LS	1	\$17,500.00	\$ 17,500.00	1	\$ 17,500.00	1	\$ 17,500.00
37	300 North: Traffic Control	LS	1	\$5,500.00	\$ 5,500.00	1	\$ 5,500.00	0.5	\$ 2,750.00
38	300 North: Pothole Utilities	HR	6	\$625.00	\$ 3,750.00	6	\$ 3,750.00	0.5	\$ 1,875.00
39	300 North: Bridge Demolition	LS	1	\$18,500.00	\$ 18,500.00	1	\$ 18,500.00	0.5	\$ 9,250.00
40	300 North: Saw Cut, Remove, and Dispose of Existing Aspflat	SY	198	\$30.00	\$ 5,940.00	198	\$ 5,940.00	0.5	\$ 2,970.00
41	300 North: Remove and Dispose of Existing Concrete Flatwork	SY	51	\$22.00	\$ 1,122.00	51	\$ 1,122.00	0.5	\$ 561.00
42	300 North: Remove and Dispose of Existing Concrete Sidewalk	LF	116	\$15.00	\$ 1,740.00	116	\$ 1,740.00	0.5	\$ 870.00
43	300 North: Remove and Dispose of Existing Curb and Gutter	LF	204	\$12.00	\$ 2,448.00	204	\$ 2,448.00	0.5	\$ 1,224.00
44	300 North: Remove and Dispose of Existing Curb Inlet	EA	1	\$750.00	\$ 750.00	1	\$ 750.00	0.5	\$ 375.00
45	300 North: Imported Granular Borrow Backfill (Plan Quantity)	CY	403	\$85.00	\$ 34,255.00	403	\$ 34,255.00	0.5	\$ 17,127.50
46	300 North: Untreated Base Course Material	TON	200	\$57.00	\$ 11,400.00	200	\$ 11,400.00	0.5	\$ 5,700.00
47	300 North: Furnish and Install Hot-mix Asphalt (4" Thick Minimum)	SY	372	\$50.00	\$ 18,600.00	372	\$ 18,600.00	0.5	\$ 9,300.00
48	300 North: Furnish and Install Concrete Curb and Gutter	LF	262	\$40.00	\$ 10,480.00	262	\$ 10,480.00	0.5	\$ 5,240.00
49	300 North: Furnish and Install Concrete Sidewalk	LF	186	\$40.00	\$ 7,440.00	186	\$ 7,440.00	0.5	\$ 3,720.00
50	300 North: Furnish and Install ADA Ramp	EA	2	\$2,175.00	\$ 4,350.00	2	\$ 4,350.00	0.5	\$ 2,175.00
51	300 North: Furnish and Install Driveway Approach	EA	1	\$3,900.00	\$ 3,900.00	1	\$ 3,900.00	0.5	\$ 1,950.00
52	300 North: Furnish and Install Concrete Flatwork	SY	66	\$80.00	\$ 5,280.00	66	\$ 5,280.00	0.5	\$ 2,640.00
53	300 North: Gas Line Loop	LS	1	\$3,500.00	\$ 3,500.00	1	\$ 3,500.00	0	\$ -
54	300 North: Loop 6" Water Line and Upsize to an 8" Water Line	LS	1	\$17,900.00	\$ 17,900.00	1	\$ 17,900.00	1	\$ 17,900.00
55	300 North: Loop 18" Water Line	LS	1	\$44,000.00	\$ 44,000.00	1	\$ 44,000.00	1	\$ 44,000.00
56	300 North: Relocate Culinary Drain to Turnout Vault	LS	1	\$35,000.00	\$ 35,000.00	1	\$ 35,000.00	1	\$ 35,000.00
57	300 North: Land Drain Refurbishment	LS	1	\$7,000.00	\$ 7,000.00	1	\$ 7,000.00	0.5	\$ 3,500.00
58	Clearfield Sewer: Remove and Dispose of Existing 8" RCP Sewer	LF	101	\$36.00	\$ 3,636.00	101	\$ 3,636.00	1	\$ 3,636.00
59	Clearfield Sewer: Furnish and Install 5' Sewer Manhole	LS	1	\$13,500.00	\$ 13,500.00	1	\$ 13,500.00	1	\$ 13,500.00
60	Clearfield Sewer: Furnish and Install 5' Drop Sewer Manhole	LS	1	\$11,250.00	\$ 11,250.00	1	\$ 11,250.00	1	\$ 11,250.00
61	Clearfield Sewer: Furnish and Install 16" DR 21 HDPE Sewer Pipe	LF	101	\$350.00	\$ 35,350.00	101	\$ 35,350.00	1	\$ 35,350.00
62	Clearfield Sewer: Furnish and Install 22" Steel Casing	LF	47	\$375.00	\$ 17,625.00	47	\$ 17,625.00	1	\$ 17,625.00
63	Clearfield Sewer: Sewer Bypass Pumping	LS	1	\$35,000.00	\$ 35,000.00	1	\$ 35,000.00	1	\$ 35,000.00
64	Furnish and Install Swing Gate	EA	3	\$6,000.00	\$ 18,000.00	3	\$ 18,000.00	0.5	\$ 9,000.00
65	Bruce Steet: 2" Temporary Asphalt	SY	401	\$45.00	\$ 18,045.00	401	\$ 18,045.00	0.5	\$ 9,022.50
66	300 North" 2" Temporary Asphalt	SY	372	\$45.00	\$ 16,740.00	372	\$ 16,740.00	0.5	\$ 8,370.00
68	Bruce Street: Remove and Dispose of Existing Asphalt to Fern Drive	SY	402	\$25.00	\$ 10,050.00	402	\$ 10,050.00	1	\$ 10,050.00
69	Bruce Street: Furnish and Install Hot-mix Asphalt To Fern Drive (4" Thick Minimum)	SY	402	\$50.00	\$ 20,100.00	402	\$ 20,100.00	1	\$ 20,100.00
Subtotal					\$ 2,063,872.00		\$ 703,849.25		\$ 479,230.13

							Bruce Street Subtotal	\$	142,253.98
							300 North Subtotal	\$	220,615.15
							Clearfield City Sewer Subtotal	\$	116,361.00
								\$	479,230.13
	Length of box culvert =	1373	ft						
	Length of Bruce Street crossing =	40	ft						
	Length of 300 North crossing =	76	ft						
	Ratio of crossings to total project =	0.0845							

Davis & Weber Counties Canal Company
Bruce Street Bridge Replacement
Clearfield City Construction Cost

Bid Item	Description	Unit	Bid Quantity	Bid Unit Cost	Bid Amount	Estimated Quantity	Estimated Amount	City Portion	Clearfield City Amount
1	Mobilization	LS	1	\$130,000.00	\$ 130,000.00	0.0291	\$ 3,783.00	0.5	\$ 1,891.50
2	General Stormwater Permit	LS	1	\$4,500.00	\$ 4,500.00	0.0291	\$ 130.95	0.5	\$ 65.48
4	Remove and Dispose of Existing Concrete Canal Liner	LF	1373	\$40.00	\$ 54,920.00	40	\$ 1,600.00	0.5	\$ 800.00
6	Furnish and Install Foundation Material and Leveling Course	LF	1373	\$50.00	\$ 68,650.00	40	\$ 2,000.00	0.5	\$ 1,000.00
7	Furnish and Install 8'x6' Box Culvert with Gasket Joint	LF	1373	\$894.00	\$ 1,227,462.00	40	\$ 35,760.00	0.5	\$ 17,880.00
19	Bruce Street: Traffic Control	LS	1	\$5,500.00	\$ 5,500.00	1	\$ 5,500.00	0.5	\$ 2,750.00
20	Bruce Street: Pothole Utilities	HR	2	\$625.00	\$ 1,250.00	2	\$ 1,250.00	0.5	\$ 625.00
21	Bruce Street: Bridge Demolition	LS	1	\$18,500.00	\$ 18,500.00	1	\$ 18,500.00	0.5	\$ 9,250.00
22	Bruce Street: Saw Cut, Remove and Disopose of Existing Asphalt	SY	290	\$30.00	\$ 8,700.00	290	\$ 8,700.00	0.5	\$ 4,350.00
23	Bruce Street: Remove and Dispose of Existing Concrete Cross Drain	SY	34	\$47.00	\$ 1,598.00	34	\$ 1,598.00	0.5	\$ 799.00
24	Bruce Street: Remove and Dispose of Existing Concrete Sidewalk	LF	38	\$27.00	\$ 1,026.00	38	\$ 1,026.00	0.5	\$ 513.00
25	Bruce Street: Remove and Dispose of Existing Curb and Gutter	LF	80	\$18.00	\$ 1,440.00	80	\$ 1,440.00	0.5	\$ 720.00
26	Bruce Street: Remove and Dispose of Existing Catch Basin	EA	2	\$525.00	\$ 1,050.00	2	\$ 1,050.00	0.5	\$ 525.00
27	Bruce Street: Imported Granular Borrow Backfill (Plan Quantity)	CY	240	\$85.00	\$ 20,400.00	240	\$ 20,400.00	0.5	\$ 10,200.00
28	Bruce Street: Untreated Base Course Material	TON	125	\$57.00	\$ 7,125.00	125	\$ 7,125.00	0.5	\$ 3,562.50
29	Bruce Street: Furnish and Install Hot-mix Asphalt (4" Thick Minimum)	SY	402	\$50.00	\$ 20,100.00	402	\$ 20,100.00	0.5	\$ 10,050.00
30	Bruce Street: Furnish and Install Concrete Curb and Gutter	LF	183	\$40.00	\$ 7,320.00	183	\$ 7,320.00	0.5	\$ 3,660.00
31	Bruce Street: Furnish and Install Concrete Sidewalk	LF	82	\$40.00	\$ 3,280.00	82	\$ 3,280.00	0.5	\$ 1,640.00
32	Bruce Street: Furnish and Install ADA Ramp	EA	4	\$2,175.00	\$ 8,700.00	4	\$ 8,700.00	0.5	\$ 4,350.00
33	Bruce Street: Furnish and Install Driveway Approach	EA	2	\$2,250.00	\$ 4,500.00	2	\$ 4,500.00	0.5	\$ 2,250.00
34	Bruce Street: Furnish and Install Concrete Cross Drain	LF	60	\$90.00	\$ 5,400.00	60	\$ 5,400.00	0.5	\$ 2,700.00
35	Bruce Street: Gas Line Loop	LS	1	\$2,800.00	\$ 2,800.00	1	\$ 2,800.00	0	\$ -
36	Bruce Street: Loop 8" Water Line	LS	1	\$17,500.00	\$ 17,500.00	1	\$ 17,500.00	1	\$ 17,500.00
64	Furnish and Install Swing Gate	EA	3	\$6,000.00	\$ 18,000.00	2	\$ 12,000.00	0.5	\$ 6,000.00
65	Bruce Street: 2" Temporary Asphalt	SY	401	\$45.00	\$ 18,045.00	401	\$ 18,045.00	0.5	\$ 9,022.50
68	Bruce Street: Remove and Dispose of Existing Asphalt to Fern Drive	SY	402	\$25.00	\$ 10,050.00	402	\$ 10,050.00	1	\$ 10,050.00
69	Bruce Street: Furnish and Install Hot-mix Asphalt To Fern Drive (4" Thick Minimum)	SY	402	\$50.00	\$ 20,100.00	402	\$ 20,100.00	1	\$ 20,100.00
Bruce Street Subtotal							\$ 239,657.95		\$ 142,253.98

Length of box culvert = 1373 ft
Length of Bruce Street crossing = 40 ft
Ratio of Bruce Street crossing to total project = 0.0291

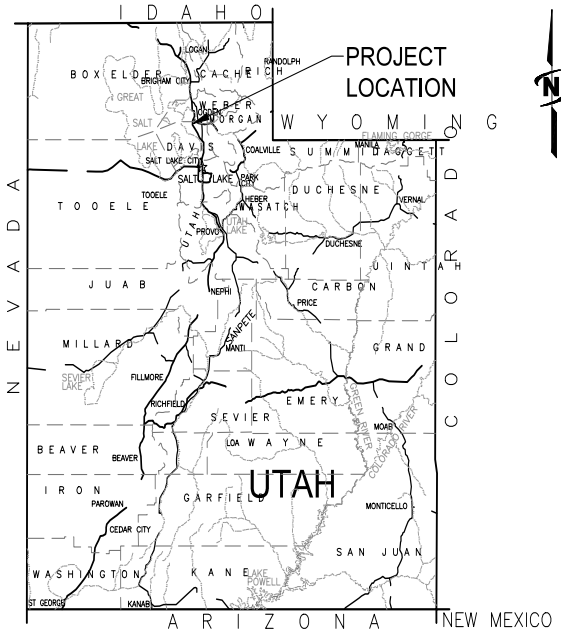
Davis & Weber Counties Canal Company
Bruce Street Bridge Replacement
Clearfield City Construction Cost

Bid Item	Description	Unit	Bid Quantity	Bid Unit Cost	Bid Amount	Estimated Quantity	Estimated Amount	City Portion	Clearfield City Amount
1	Mobilization	LS	1	\$130,000.00	\$ 130,000.00	0.0554	\$ 7,202.00	0.5	\$ 3,601.00
2	General Stormwater Permit	LS	1	\$4,500.00	\$ 4,500.00	0.0554	\$ 249.30	0.5	\$ 124.65
4	Remove and Dispose of Existing Concrete Canal Liner	LF	1373	\$40.00	\$ 54,920.00	76	\$ 3,040.00	0.5	\$ 1,520.00
6	Furnish and Install Foundation Material and Leveling Course	LF	1373	\$50.00	\$ 68,650.00	76	\$ 3,800.00	0.5	\$ 1,900.00
7	Furnish and Install 8'x6' Box Culvert with Gasket Joint	LF	1373	\$894.00	\$ 1,227,462.00	76	\$ 67,944.00	0.5	\$ 33,972.00
37	300 North: Traffic Control	LS	1	\$5,500.00	\$ 5,500.00	1	\$ 5,500.00	0.5	\$ 2,750.00
38	300 North: Pothole Utilities	HR	6	\$625.00	\$ 3,750.00	6	\$ 3,750.00	0.5	\$ 1,875.00
39	300 North: Bridge Demolition	LS	1	\$18,500.00	\$ 18,500.00	1	\$ 18,500.00	0.5	\$ 9,250.00
40	300 North: Saw Cut, Remove, and Dispose of Existing Asphalt	SY	198	\$30.00	\$ 5,940.00	198	\$ 5,940.00	0.5	\$ 2,970.00
41	300 North: Remove and Dispose of Existing Concrete Flatwork	SY	51	\$22.00	\$ 1,122.00	51	\$ 1,122.00	0.5	\$ 561.00
42	300 North: Remove and Dispose of Existing Concrete Sidewalk	LF	116	\$15.00	\$ 1,740.00	116	\$ 1,740.00	0.5	\$ 870.00
43	300 North: Remove and Dispose of Existing Curb and Gutter	LF	204	\$12.00	\$ 2,448.00	204	\$ 2,448.00	0.5	\$ 1,224.00
44	300 North: Remove and Dispose of Existing Curb Inlet	EA	1	\$750.00	\$ 750.00	1	\$ 750.00	0.5	\$ 375.00
45	300 North: Imported Granular Borrow Backfill (Plan Quantity)	CY	403	\$85.00	\$ 34,255.00	403	\$ 34,255.00	0.5	\$ 17,127.50
46	300 North: Untreated Base Course Material	TON	200	\$57.00	\$ 11,400.00	200	\$ 11,400.00	0.5	\$ 5,700.00
47	300 North: Furnish and Install Hot-mix Asphalt (4" Thick Minimum)	SY	372	\$50.00	\$ 18,600.00	372	\$ 18,600.00	0.5	\$ 9,300.00
48	300 North: Furnish and Install Concrete Curb and Gutter	LF	262	\$40.00	\$ 10,480.00	262	\$ 10,480.00	0.5	\$ 5,240.00
49	300 North: Furnish and Install Concrete Sidewalk	LF	186	\$40.00	\$ 7,440.00	186	\$ 7,440.00	0.5	\$ 3,720.00
50	300 North: Furnish and Install ADA Ramp	EA	2	\$2,175.00	\$ 4,350.00	2	\$ 4,350.00	0.5	\$ 2,175.00
51	300 North: Furnish and Install Driveway Approach	EA	1	\$3,900.00	\$ 3,900.00	1	\$ 3,900.00	0.5	\$ 1,950.00
52	300 North: Furnish and Install Concrete Flatwork	SY	66	\$80.00	\$ 5,280.00	66	\$ 5,280.00	0.5	\$ 2,640.00
53	300 North: Gas Line Loop	LS	1	\$3,500.00	\$ 3,500.00	1	\$ 3,500.00	0	\$ -
54	300 North: Loop 6" Water Line and Upsize to an 8" Water Line	LS	1	\$17,900.00	\$ 17,900.00	1	\$ 17,900.00	1	\$ 17,900.00
55	300 North: Loop 18" Water Line	LS	1	\$44,000.00	\$ 44,000.00	1	\$ 44,000.00	1	\$ 44,000.00
56	300 North: Relocate Culinary Drain to Turnout Vault	LS	1	\$35,000.00	\$ 35,000.00	1	\$ 35,000.00	1	\$ 35,000.00
57	300 North: Land Drain Refurbishment	LS	1	\$7,000.00	\$ 7,000.00	1	\$ 7,000.00	0.5	\$ 3,500.00
64	Furnish and Install Swing Gate	EA	3	\$6,000.00	\$ 18,000.00	1	\$ 6,000.00	0.5	\$ 3,000.00
66	300 North" 2" Temporary Asphalt	SY	372	\$45.00	\$ 16,740.00	372	\$ 16,740.00	0.5	\$ 8,370.00
300 North Subtotal					\$ 1,763,127.00		\$ 347,830.30		\$ 220,615.15

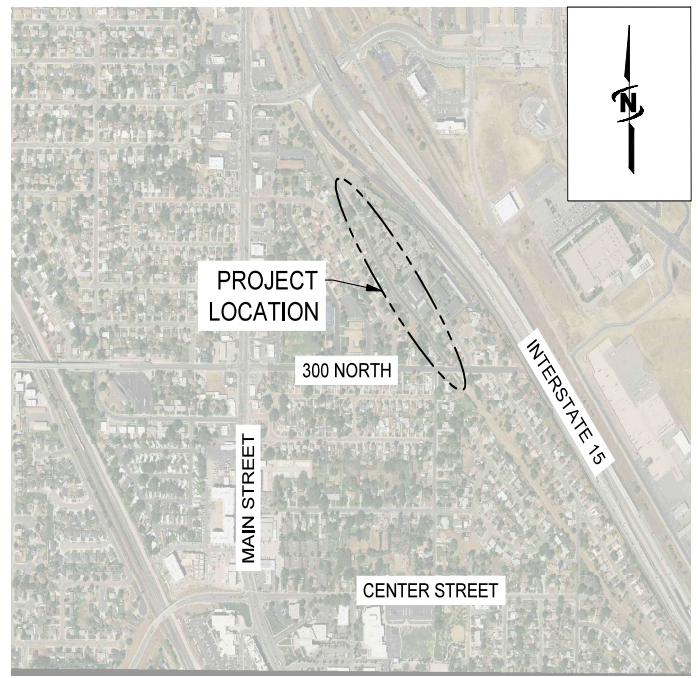
Length of box culvert = 1373 ft
Length of 300 North crossing = 76 ft
Ratio of 300 North crossing to total project = 0.0554

Davis & Weber Counties Canal Company
Bruce Street Bridge Replacement
Clearfield City Construction Cost

Bid Item	Description	Unit	Bid Quantity	Bid Unit Cost	Bid Amount	Estimated Quantity	Estimated Amount	City Portion	Clearfield City Amount
58	Clearfield Sewer: Remove and Dispose of Existing 8" RCP Sewer	LF	101	\$36.00	\$ 3,636.00	101	\$ 3,636.00	1	\$ 3,636.00
59	Clearfield Sewer: Furnish and Install 5' Sewer Manhole	LS	1	\$13,500.00	\$ 13,500.00	1	\$ 13,500.00	1	\$ 13,500.00
60	Clearfield Sewer: Furnish and Install 5' Drop Sewer Manhole	LS	1	\$11,250.00	\$ 11,250.00	1	\$ 11,250.00	1	\$ 11,250.00
61	Clearfield Sewer: Furnish and Install 16" DR 21 HDPE Sewer Pipe	LF	101	\$350.00	\$ 35,350.00	101	\$ 35,350.00	1	\$ 35,350.00
62	Clearfield Sewer: Furnish and Install 22" Steel Casing	LF	47	\$375.00	\$ 17,625.00	47	\$ 17,625.00	1	\$ 17,625.00
63	Clearfield Sewer: Sewer Bypass Pumping	LS	1	\$35,000.00	\$ 35,000.00	1	\$ 35,000.00	1	\$ 35,000.00
	Clearfield City Sewer Subtotal				\$ 116,361.00		\$ 116,361.00		\$ 116,361.00

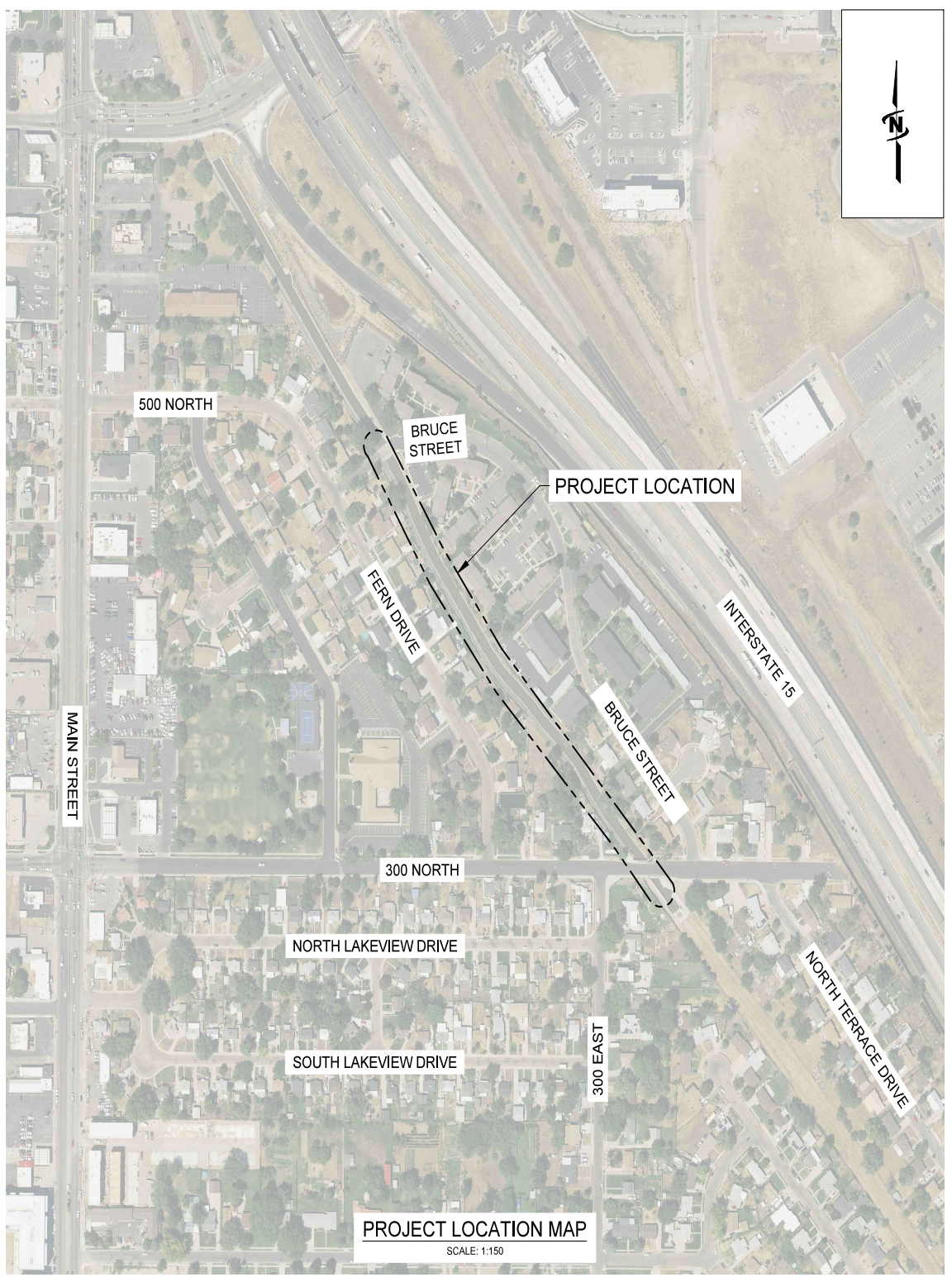
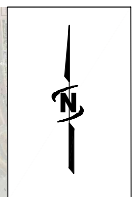


STATE OF UTAH



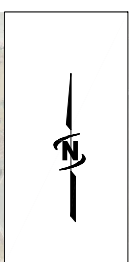
PROJECT VICINITY MAP

SCALE: 1:500



PROJECT LOCATION MAP

SCALE: 1:150



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
466 North 900 West
Kaysville, UT 84037
Phone: 801.547.0393
www.jub.com

CONSTRUCTION



SET

REVISIONS

DATE

DESCRIPTION

BY

DATE

NO.	DESCRIPTION	BY	DATE

STA 651+96 TO STA 665+66 BOX CULVERT PROJECT
DAVIS AND WEBER COUNTIES CANAL COMPANY

VICINITY MAP

FILE: 19-26-114-G001X
JOB PROJECT #: 19-26-114
DRAWN BY: #
DESIGNED BY: #
CHECKED BY: #
SCALE: AS SHOWN
AT FULL SIZE IF NOT ONE
LAST UPDATED: 8/21/2023

SHEET NUMBER:

G-002

Plot Date: 8/21/2023 5:06 PM. Plotted By: Steve Vukobratovic. Date Created: 7/20/2023. JUB.COM\CT\DATA\11\1926114\1926114-001X\SET\CONSTRUCTION\PROJECT\1926114-G001X.DWG

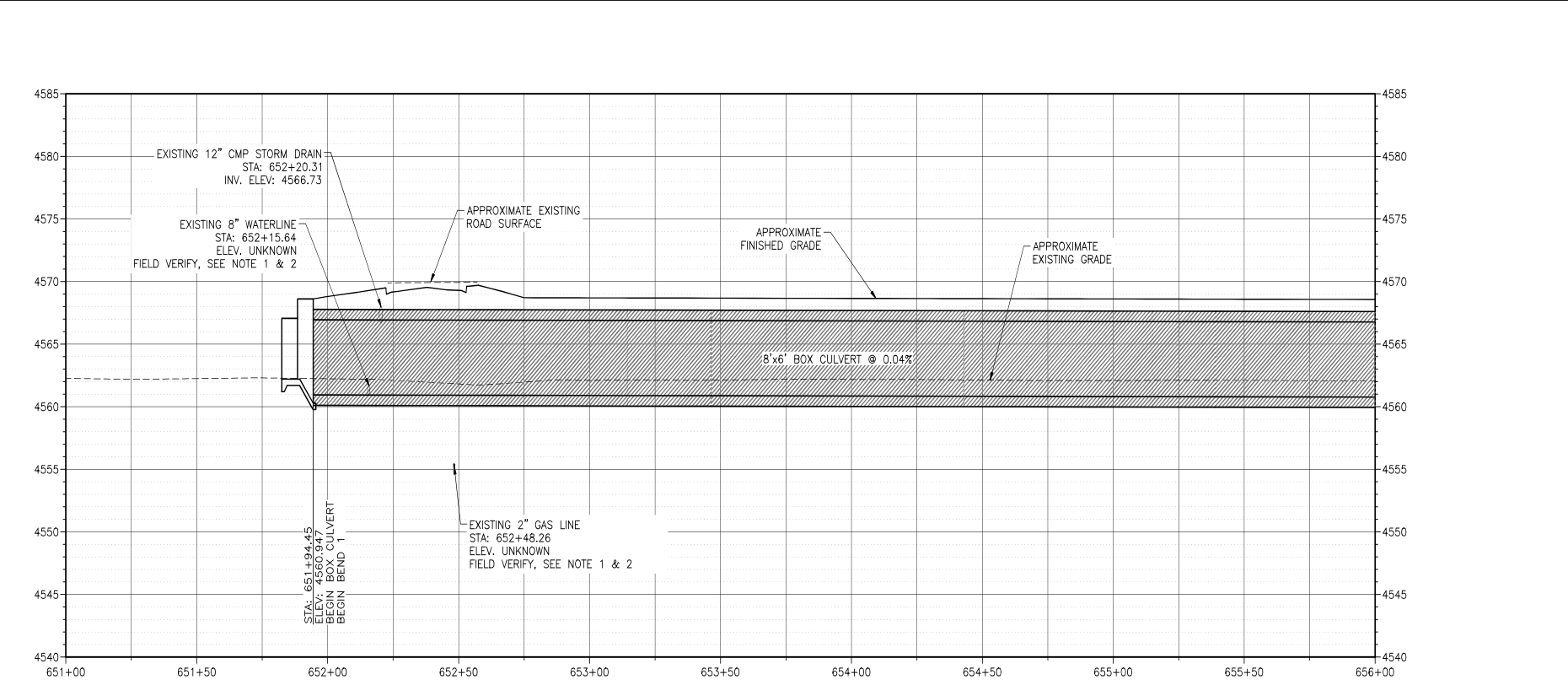
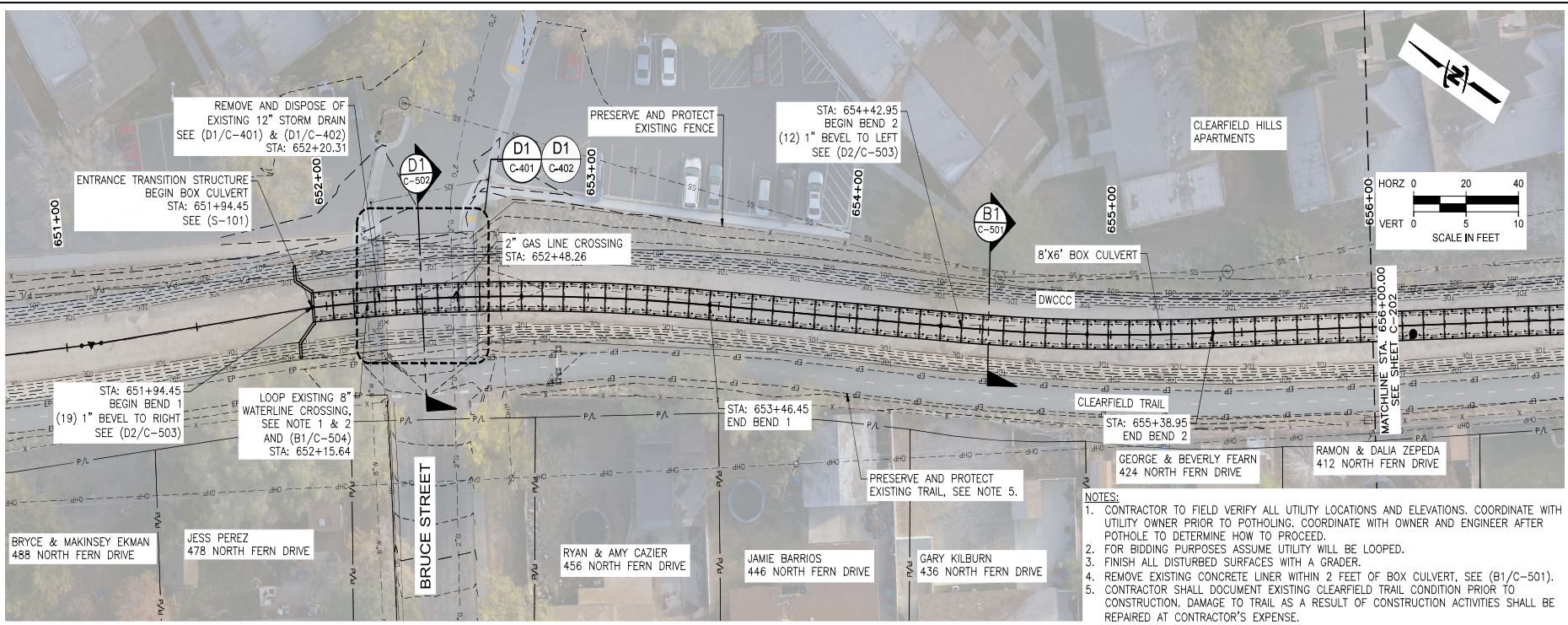


NO.	DESCRIPTION	BY	DATE

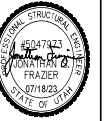
STA 651+96 TO STA 665+66 BOX CULVERT PROJECT
DAVIS AND WEBER COUNTIES CANAL COMPANY

FILE: 19-28-114-C-201X
JUB PROJECT #: 19-28-114
DRAWN BY: SLW
DESIGNED BY: SLW
CHECKED BY: JSF
SCALE: 1" = 40'
AT FULL SEE IF NOT ONE
INCH SCALE ACCORDINGLY
LAST UPDATED: 8/21/2023

SHEET NUMBER:
C-201



Plot Date: 8/21/2023 8:00 AM. Plotted By: Steve Vukobratovic
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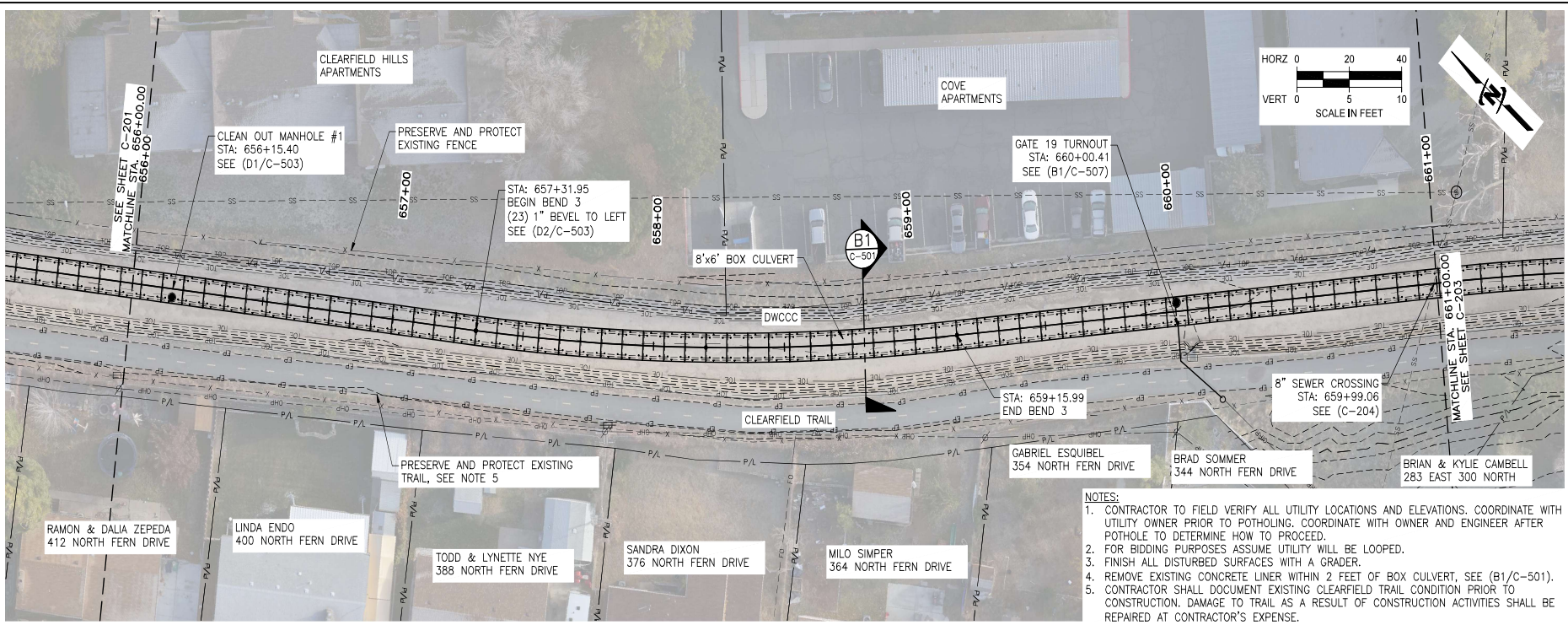


NO.	DESCRIPTION	BY	DATE

STA 651+96 TO STA 665+66 BOX CULVERT PROJECT
 DAVIS AND WEBER COUNTIES CANAL COMPANY

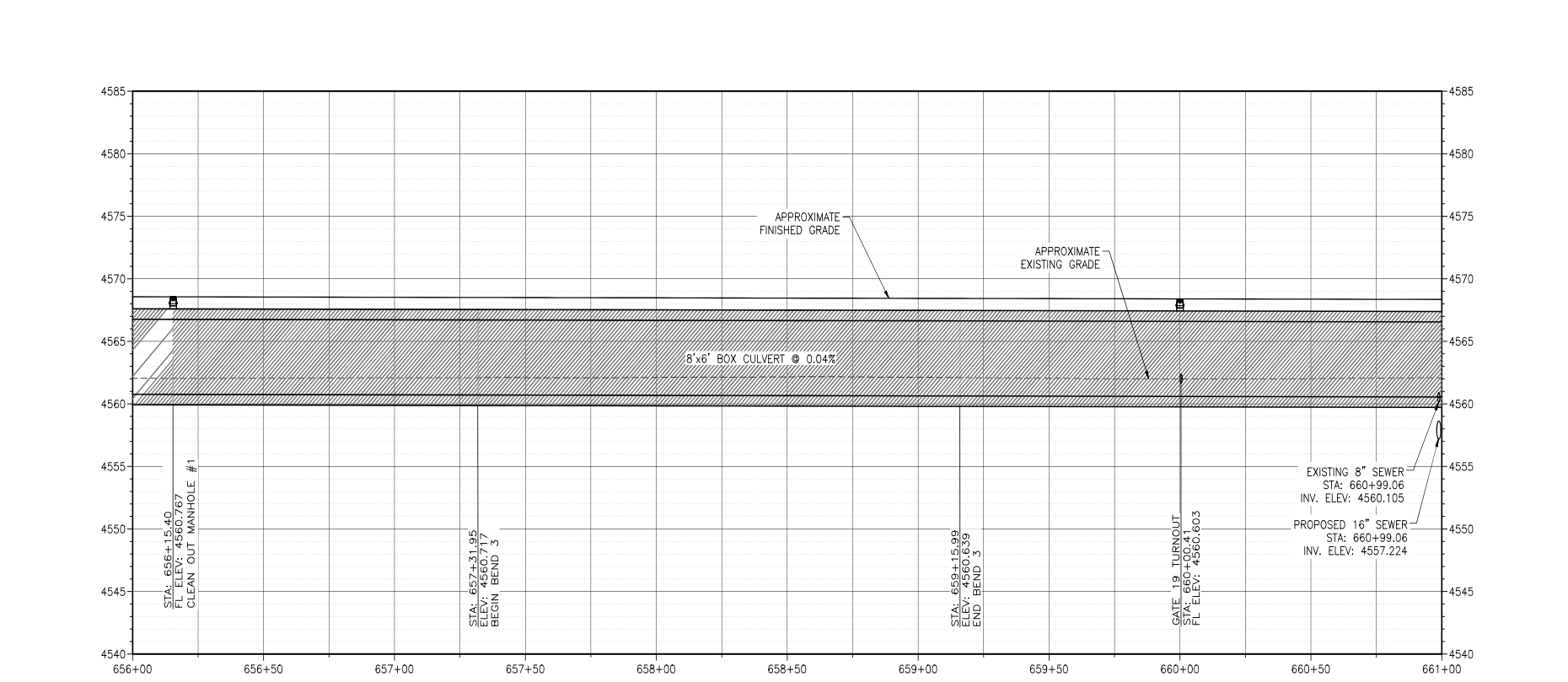
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JUB PROJECT # 19-28-114
DRAWN BY: SW
DESIGNED BY: SW
CHECKED BY: JSP
SCALE: AS SHOWN
AT FULL SCALE IF NOT ONE
LAST UPDATED: 8/21/2019

SHEET NUMBER:
C-202



NOTES:

- CONTRACTOR TO FIELD VERIFY ALL UTILITY LOCATIONS AND ELEVATIONS. COORDINATE WITH UTILITY OWNER PRIOR TO POTHOLES. COORDINATE WITH OWNER AND ENGINEER AFTER POTHOLES TO DETERMINE HOW TO PROCEED.
- FOR BIDDING PURPOSES ASSUME UTILITY WILL BE LOOPED.
- FINISH ALL DISTURBED SURFACES WITH A GRADER.
- REMOVE EXISTING CONCRETE LINER WITHIN 2 FEET OF BOX CULVERT, SEE (B1/C-501).
- CONTRACTOR SHALL DOCUMENT EXISTING CLEARFIELD TRAIL CONDITION PRIOR TO CONSTRUCTION. DAMAGE TO TRAIL AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.



Plot Date: 8/21/2019 8:07 AM. Plotted By: Sam Vakamenin
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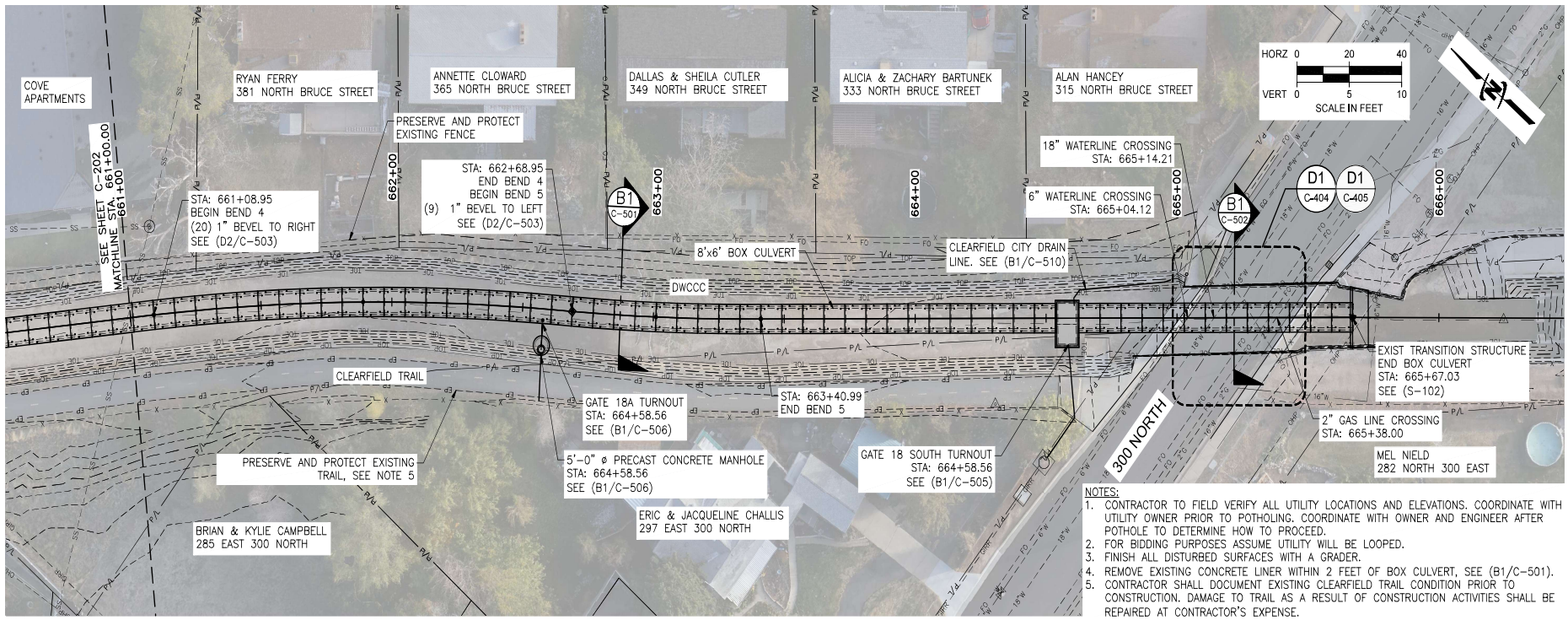


NO.	DESCRIPTION	BY	DATE

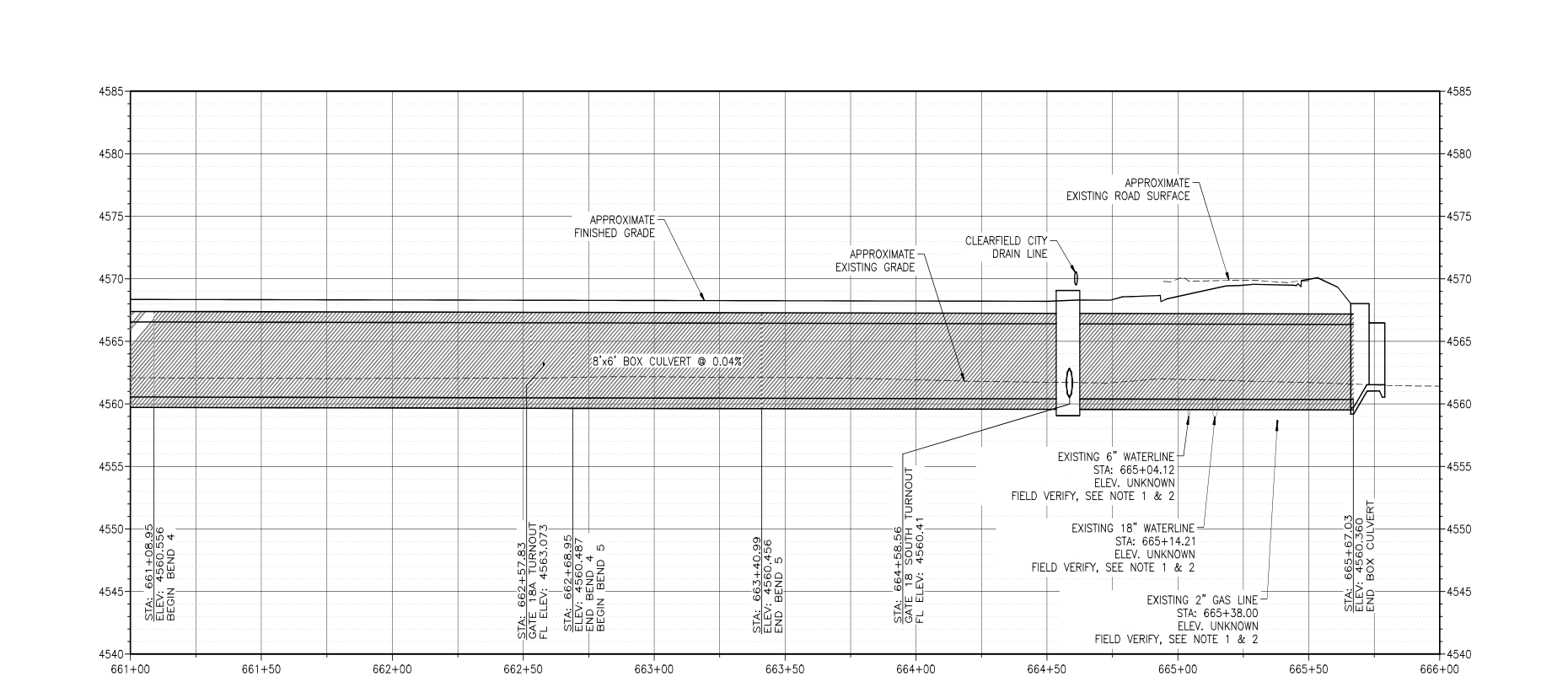
STA 651+96 TO STA 665+66 BOX CULVERT PROJECT
DAVIS AND WEBER COUNTIES CANAL COMPANY

FILE: 58-28-114-C-201X
 JOB PROFILE: 35-28-114
 DRAWN BY: SW
 DESIGNED BY: SW
 CHECKED BY: JSP
 AT FULL SCALE IF NOT ONE INCH
 LAST UPDATED: 8/21/2023

SHEET NUMBER:
C-203

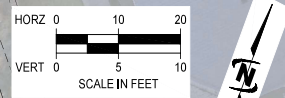
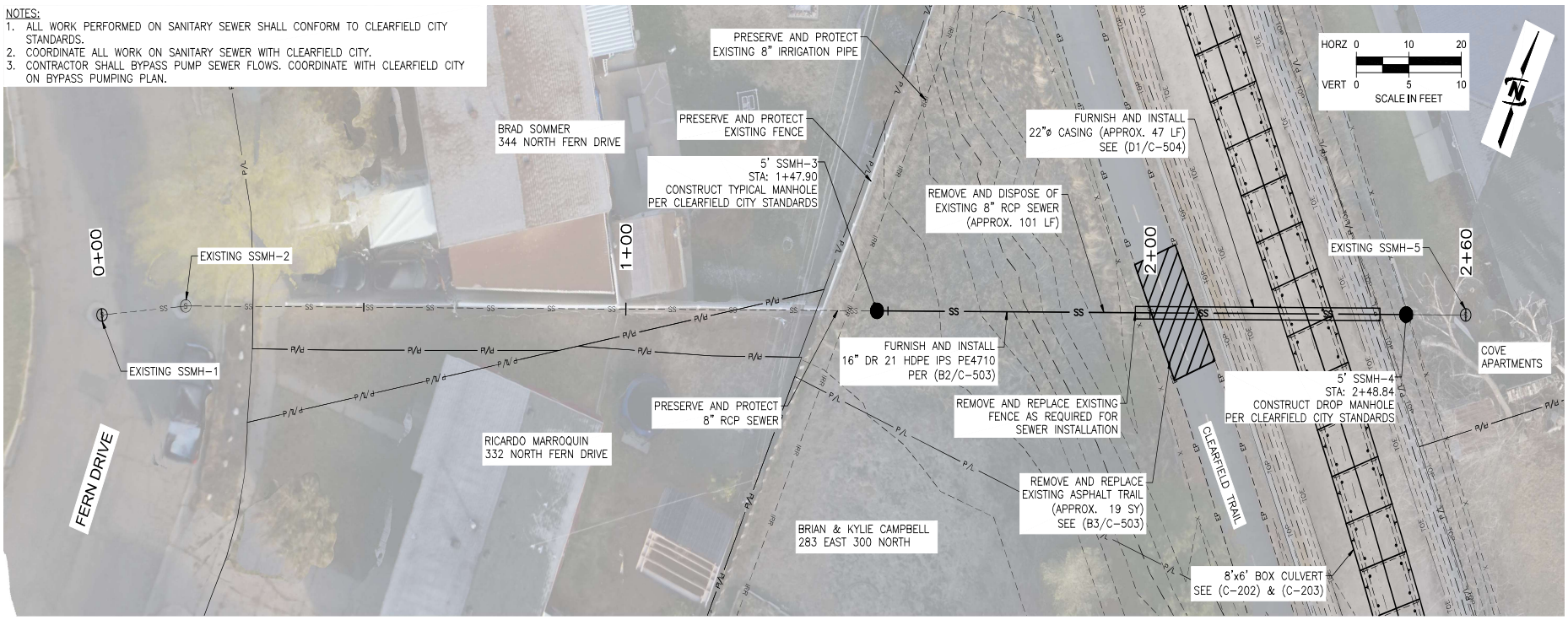


- NOTES:**
- CONTRACTOR TO FIELD VERIFY ALL UTILITY LOCATIONS AND ELEVATIONS. COORDINATE WITH UTILITY OWNER PRIOR TO POTHOLING. COORDINATE WITH OWNER AND ENGINEER AFTER POTHOLE TO DETERMINE HOW TO PROCEED.
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 - CONTRACTOR SHALL DOCUMENT EXISTING CLEARFIELD TRAIL CONDITION PRIOR TO CONSTRUCTION. DAMAGE TO TRAIL AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.



Not Date: 8/21/2023 5:06 PM. Plotted By: Ben Wolkstein
 Date Created: 8/21/2023. JUB.COM\ENR\PROJECTS\2023\58-28-114\DWG\SET\114-C-203X.dwg

- NOTES:**
1. ALL WORK PERFORMED ON SANITARY SEWER SHALL CONFORM TO CLEARFIELD CITY STANDARDS.
 2. COORDINATE ALL WORK ON SANITARY SEWER WITH CLEARFIELD CITY.
 3. CONTRACTOR SHALL BYPASS PUMP SEWER FLOWS. COORDINATE WITH CLEARFIELD CITY ON BYPASS PUMPING PLAN.



JUB
J-U-B ENGINEERS, INC.
 466 North 900 West
 Kaysville, UT 84037
 Phone: 801.647.0393
 www.jub.com



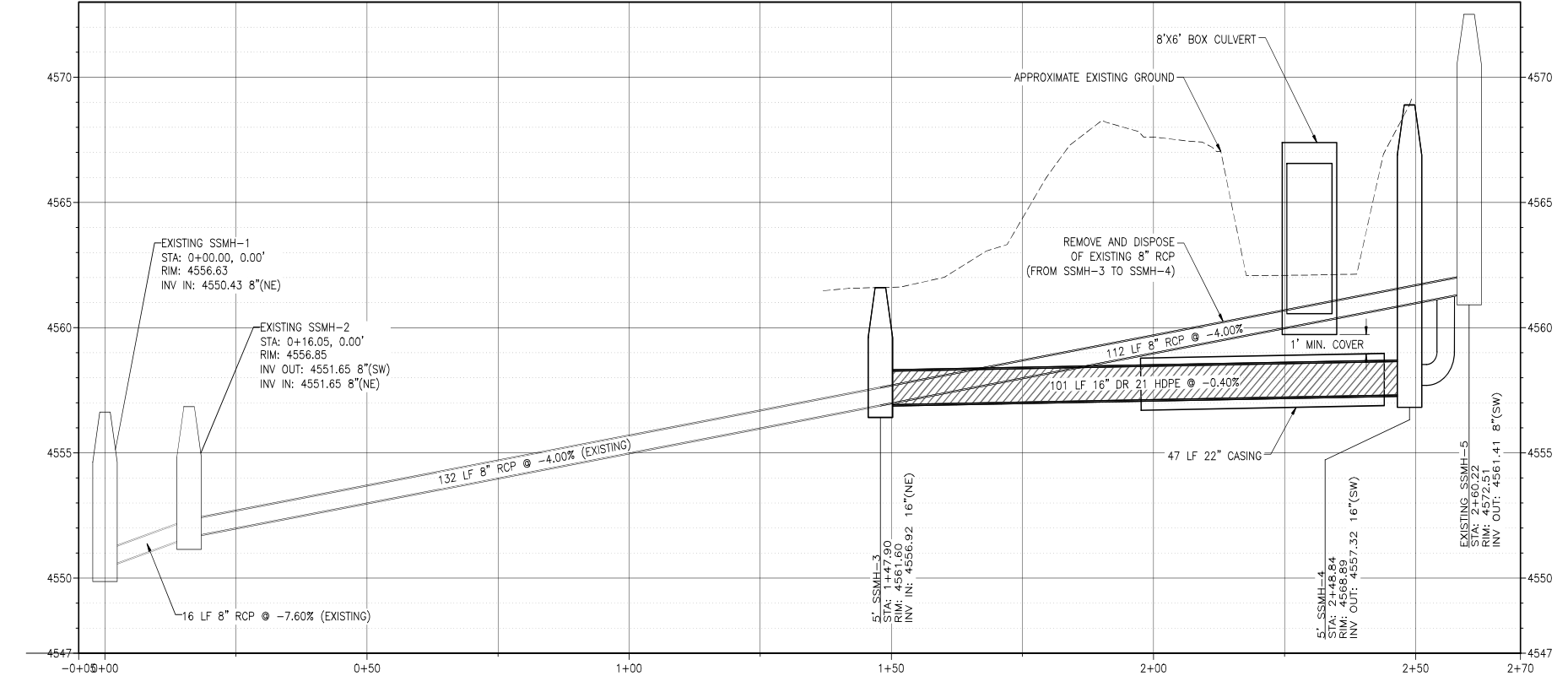
SET

NO.	DESCRIPTION	DATE

STA 651+96 TO STA 665+66 BOX CULVERT PROJECT
DAVIS AND WEBER COUNTIES CANAL COMPANY

CLEARFIELD SEWER LINE CROSSING

FILE: 58-28-114-C-2014
 JUB PROJECT: 58-28-114
 DRAWN BY: SJF
 DESIGNED BY: SJF
 CHECKED BY: JSF
 AT FULL SCALE IF NOT ONE
 INCH SCALE ACCORDINGLY
 LAST UPDATED: 8/21/2023
SHEET NUMBER:
C-204



File Date: 8/21/2023 8:08 AM, Plotted By: Sam Vakarian
 Date Created: 8/21/2023, JUB.COM\CDR\PROJECTS\58-28-114-C-2014\SET\58-28-114-C-2014-C-204.dwg

CLEARFIELD CITY RESOLUTION 2024R-08

A RESOLUTION APPROVING THE COST SHARING AGREEMENT BETWEEN DAVIS AND WEBER COUNTIES CANAL COMPANY AND CLEARFIELD CITY REGARDING THE INFRASTRUCTURE REPLACEMENT NEAR 300 NORTH AND BRUCE STREET

WHEREAS, Davis and Weber Counties Canal Company (Company) is a nonprofit mutual water company which is responsible for the delivery of irrigation water to its members; and,

WHEREAS, Company owns, operates and maintains a water delivery system which includes pipelines, canals and the attendant rights of way; and,

WHEREAS, Clearfield City is a Utah municipality which owns, operates, and maintains utilities and infrastructure in their roadways; and,

WHEREAS, Company is replacing a portion of its canal located on its property located within Clearfield City at Bruce Street and 300 North, upon which certain infrastructure, including road crossings, water and sewer lines of City are located pursuant to existing agreements or, in some cases, with no prior agreement; and,

WHEREAS, in performing work on the Project, Company determined that replacing the existing bridges at the location of the Project would be more efficient hydraulically as well as eliminate the need to transition or connect to the existing structures; and,

WHEREAS, the replacement of the existing bridges by Company results in new surface improvements and the relocation of certain City infrastructure, including road crossings, water lines, and sewer lines; and,

WHEREAS, Company and Clearfield City have agreed, only for purposes of the Project, to share in the costs of the Project, as set forth in Exhibit A to this Resolution.

AGREEMENT

NOW, THEREFORE, be it resolved by the Clearfield City Council that the attached Agreement is approved and the Mayor is authorized to execute the agreement.

DATED this 9th day of April, 2024.

ATTEST:

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:

CLEARFIELD CITY RESOLUTION 2024R-07

OPPOSITION OF RESOLUTION 23-15 OF THE WASATCH INTEGRATED WASTE MANAGEMENT SPECIAL SERVICE DISTRICT AND THE RESULTING AUTHORIZATION OF THE DISTRICT TO PENALIZE CITY AND COUNTY MEMBERS THROUGH INCREASED COSTS FOR SERVICES

WHEREAS, the city has enjoyed a congenial positive working relationship with the Wasatch Integrated Waste Management Special Service District (the District) since 1987; and

WHEREAS, the city has continuously appointed a council member or mayor to the Administrative Control Board (the “Board”) of the District; and

WHEREAS, in November 2023, the District moved to adopt Resolution 23-15, which created a “punishment,” “penalty,” “sanction,” or “fine” mechanism to employ against city or county members for failure to implement a newly adopted District requirement; and

WHEREAS, the District PowerPoint from November 2023 in support of Resolution 23-15 included multiple references to both “incentives” and “encouragement” with phrases such as “Differential Fee Schedule to Encourage Participation” or “Incentivized pricing;” and

WHEREAS, Resolution 23-15 was presented to the Board stating that “changes to the District code that.... would **incentivize** each member city and county to....” (emphasis added); and

WHEREAS, terms used within a resolution should be clear and unambiguous or else construed against the drafter (contra proferentem); and

WHEREAS, the District’s use of the term “incentivize” in Resolution 23-15 is not clear and unambiguous because unlike a clear word with a singular meaning, such as “punish,” “penalize,” “sanction,” or “fine,” the word “incentive” has two meanings which can be either “positive” (more commonly inferred from the word “incentive”) or a “negative” (less likely inferred from the word “incentive”); and

WHEREAS, the use of the term “incentivize” in Resolution 23-15 along with the repeated use of “encourage” and “encouragement” within the November 2023 supporting PowerPoint impacted or persuaded, in whole or in part, the Board to adopt a resolution that allows for penalties and graduated sanctions against fellow city and county members of the District; and

WHEREAS, no city or county member of the District has been or should be able to define, administer, or punish through sanctions, fines, fees, or otherwise, such penalties against another city or county member; and

WHEREAS, Resolution 23-15 fails to outline, reference, or address the District’s post-November 2023 interpretation of Resolution 23-15 to require city and county members paying in

part or in full for the hard costs associated with the educational and implementation of the requirements set forth in Resolution 23-15.

NOW, THEREFORE, BE IT RESOLVED BY THE CLEARFIELD CITY COUNCIL:

1. The city respectfully requests that the Board rescind or amend Resolution 23-15 to eliminate the newly defined potential imposition of penalties, fines, fees, or sanctions against city or county members.
2. The city respectfully requests that the Board rescind or amend Resolution 23-15 to allow for the Board to discuss and consider how the hard costs associated with the educational and implementation of the requirements set forth in Resolution 23-15 might be addressed between the District and the city and county members.
3. The city affirms its desire to continue to collaborate and partner with the District to provide sustainable, cost-effective, and environmentally sound waste management to the residents of the city.
4. The city asserts that this Resolution is not intended to constitute an exhaustive recitation of facts or legal arguments or remedies available and expressly retains the right to pursue, as deemed necessary, all legal claims, causes of action, and other remedies available.

PASSED AND ADOPTED by the Clearfield City Council, Utah, this ___ day of _____, 2024.

MARK SHEPHERD, Mayor

ATTEST:

NANCY DEAN, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

PROCLAMATION

In Support of The Improving Financial Awareness & Financial Literacy Movement
April shall hereafter be known as *Financial Literacy Month* in Clearfield City

WHEREAS, Clearfield City encourages its residents to be energized and engaged in growing our economy while improving our communities; and

WHEREAS, the City also sees that a greater understanding and familiarity with financial markets will lead to increased economic activity and growth; and

WHEREAS, improving financial literacy empowers people to make better informed everyday money decisions so they can live a quality life without outliving their wealth and pass on their values, knowledge and assets to future generations to make their lives and this world a better place.

WHEREAS, financial education has been linked to improved lifestyles, lower delinquency rates for borrowers, higher participation and contribution rates in retirement plans, improved spending and saving habits, improved risk-management, higher net-worth with positive knowledge, attitude, & behavior changes; and

WHEREAS, this proclamation encourages citizens to carefully consider financial planning to build and preserve assets built over a lifetime for the benefit of family, friends, heirs and nonprofits; and

WHEREAS, during the month of April The Financial Awareness Foundation and the City encourage governmental agencies, educational institutions, the financial services industry, consumer groups, nonprofits, employers, the news media and to join together in a personal finance content media blitz through sharing articles, workshops and seminars, webinars and other innovative activities that will educate and empower all to make wise informed lifelong financial decisions.

NOW, I, Karece Thompson, Mayor Pro Tem of Clearfield City in support of The Improving Financial Awareness and Financial Literacy Movement do hereby proclaim April as Financial Literacy Month in Clearfield City.

FURTHER, I encourage all resident of all ages to learn the essential principles of smart money management and to get and keep your financial house in order with a current financial plan. Careful financial planning is necessary not just for your piece of mind, but to give you and your families the best possibilities to reach and maintain your financial goals and dreams.

CLEARFIELD CITY CORPORATION

Karece Thompson, Mayor Pro Tem