



CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
August 11, 2026 - WORK MEETING

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

55 South State Street
Third Floor
Clearfield, Utah

6:00 P.M. WORK MEETING

Discussion on ZTA 2026-0704, a City initiated Zoning Text Amendment to the Downtown Form Based Code removing Multi-Family Residential as a permitted building type on Secondary Streets in the UC Zone.

Discussion on Changes to the Fiscal Year 2027 Tentative Budget

Discussion on the 200 South Well Pump Replacement

Department Updates

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

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

Posted August 7, 2026.

/s/Nancy R. Dean, City Recorder

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

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

TO: Mayor Shepherd and City Council Members

FROM: Tyson Stoddard, Planner

MEETING DATE: August 11, 2026

SUBJECT: Public Hearing, Discussion, and Possible Action on ZTA 2026-0704, a City Council initiated zoning text amendment to the Downtown Form Based Code removing Multi-Family Residential as a permitted building type on Secondary Streets in the UC Zone.

RECOMMENDED ACTION

On August 5, 2026, the Planning Commission forwarded a recommendation of approval of the zoning text amendment request.

DESCRIPTION / BACKGROUND

The Clearfield City Council, during a work session, directed Staff to process a zoning text amendment to the Downtown Form Based Code (FBC) pertaining to Multi-Family Residential development on Secondary Streets within the UC (Urban Core Commerce) Zone. In response to that direction, Staff has prepared ZTA 2026-0704 for consideration by the Planning Commission and City Council. The City Council's direction to initiate the text amendment occurred during a broader discussion regarding a Civic and Town Center Plan. As part of this planning effort, City Staff recently issued a request for proposal (RFP) from qualified consultants to work with the City, stakeholders, property owners, and the public to create a Civic & Town Center Vision and Implementation Plan focused on the area surrounding City Hall, including the adjacent Clearfield Town Square property.

The goal of the Civic & Town Center planning effort is to create a long-term vision emphasizing civic open space, recreation-based placemaking, community programming, and implementation strategies that transform the area into a destination for residents and visitors while supporting surrounding commercial and civic development. Clearfield Town Square, located in the UC Zone, is specifically identified as a 10-acre redevelopment opportunity and potential catalyst for advancing this vision.

While the Civic & Town Center planning process is intended to evaluate long-term land use, redevelopment opportunities, and potential regulatory updates, the proposed zoning text amendment represents a separate policy action initiated by the City Council for consideration at this time. The amendment is intended to preserve opportunities for commercial and mixed-use redevelopment and maintain flexibility pending completion of the Civic & Town Center planning



effort for Downtown.

PROPOSED ZONING TEXT AMENDMENT AND ANALYSIS

The proposed amendment would remove Multi-Family Residential as a permitted building type on Secondary Streets within the UC Zone. The amendment also includes associated revisions necessary to implement the proposed policy change within the FBC. A redline version of the amendments is included in an attachment to the staff report, and the following summary is provided:

1. Section 2.8 of the FBC provides a description and requirements for the UC Zone. The proposed amendment removes Multi-Family Residential as a permitted building type on secondary streets.
2. Section 3.4 of the FBC provides “Use Development Standards” broken into “Development Standards by Use Category.” The proposed amendment affects the “Residential and Lodging Uses” category, removing the standard that permits Multi-Family building types in the UC Zone.
3. Table 6.2 (1) “Permitted Building Types by Districts” and Table 6.5 (1) “Multi-Family Residential Building Type” are proposed to be amended accordingly.

General Plan Analysis

In reviewing any ordinance amendment or rezone, it is important to consult with the current General Plan to review the relevant topics or elements of the General Plan, along with the community goals, objectives, and strategies to help inform land use decisions. There are community vision objectives associated with “Economy and Fiscal Responsibility” that can be evaluated in relation to the request, which are listed below.

Economy and Fiscal Responsibility	
Clearfield aims to have a robust economy producing a diverse revenue stream for the City, supporting livability, community wellbeing, and offering amenities and services that create a vibrant, healthy city.	
<i>Objectives & Strategies</i>	<i>Staff Analysis</i>
<u>Objective:</u> Continue efforts to transform Downtown Clearfield into a vibrant center of activity and gathering spaces.	The proposed amendment represents a policy choice regarding the desired balance of residential and non-residential development within Downtown Clearfield. While multi-family residential buildings can contribute to downtown activity by increasing residents and supporting nearby businesses, the proposed amendment seeks to prioritize other building types along Secondary Streets within the UC Zone such as Mixed-Use buildings that may more



	directly contribute to active storefronts, gathering spaces, and pedestrian-oriented destinations, while still allowing residential uses on upper floors.
--	---

Zoning Text Amendment Analysis

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
The proposed amendment is in accordance with the General Plan and Map; or	The General Plan encourages continual evaluation and modifications to adopted ordinances. The proposed amendment is supported by objectives and strategies related to the "Economy and Fiscal Responsibility" section of the General Plan.
Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	The city is undertaking a Civic and Town Center planning effort, with Clearfield Town Square identified as a potential redevelopment catalyst towards accomplishing the vision for Downtown. These conditions have led to an amendment request to promote the convenience and general welfare of the public.

Findings and Conclusion

Based on a review of the General Plan, as well as existing and proposed ordinance standards, staff concludes the following:

1. The General Plan encourages the continued evaluation and modification of adopted ordinances to ensure that development regulations remain consistent with the City's goals and objectives. The proposed amendment may be supported by objectives and strategies contained within the "Economy and Fiscal Responsibility" element of the General Plan related to promoting a vibrant and sustainable Downtown area.
2. The City is undertaking a Civic and Town Center planning effort, with Clearfield Town Square identified as a potential redevelopment catalyst for advancing the City's vision for Downtown. The proposed amendment represents a policy consideration regarding the desired mix and location of future development within the Downtown area and may support the purposes of Title 11 by refining development standards to achieve the intended character and function of the UC Zone.

Public Comment



A public hearing was held with the Planning Commission on August 5, 2026. Once resident spoke in opposition to the request, expressing concern about a reduction is residential housing type options on secondary streets in Downtown.

CORRESPONDING POLICY PRIORITIES

- Improving Clearfield's Image, Livability, and Economy

The amendment can be supportive of Clearfield's efforts to transform Downtown Clearfield into a vibrant center of activity and gathering spaces.

HEDGEHOG SCORE

Not considered

FISCAL IMPACT

Not considered

ALTERNATIVES

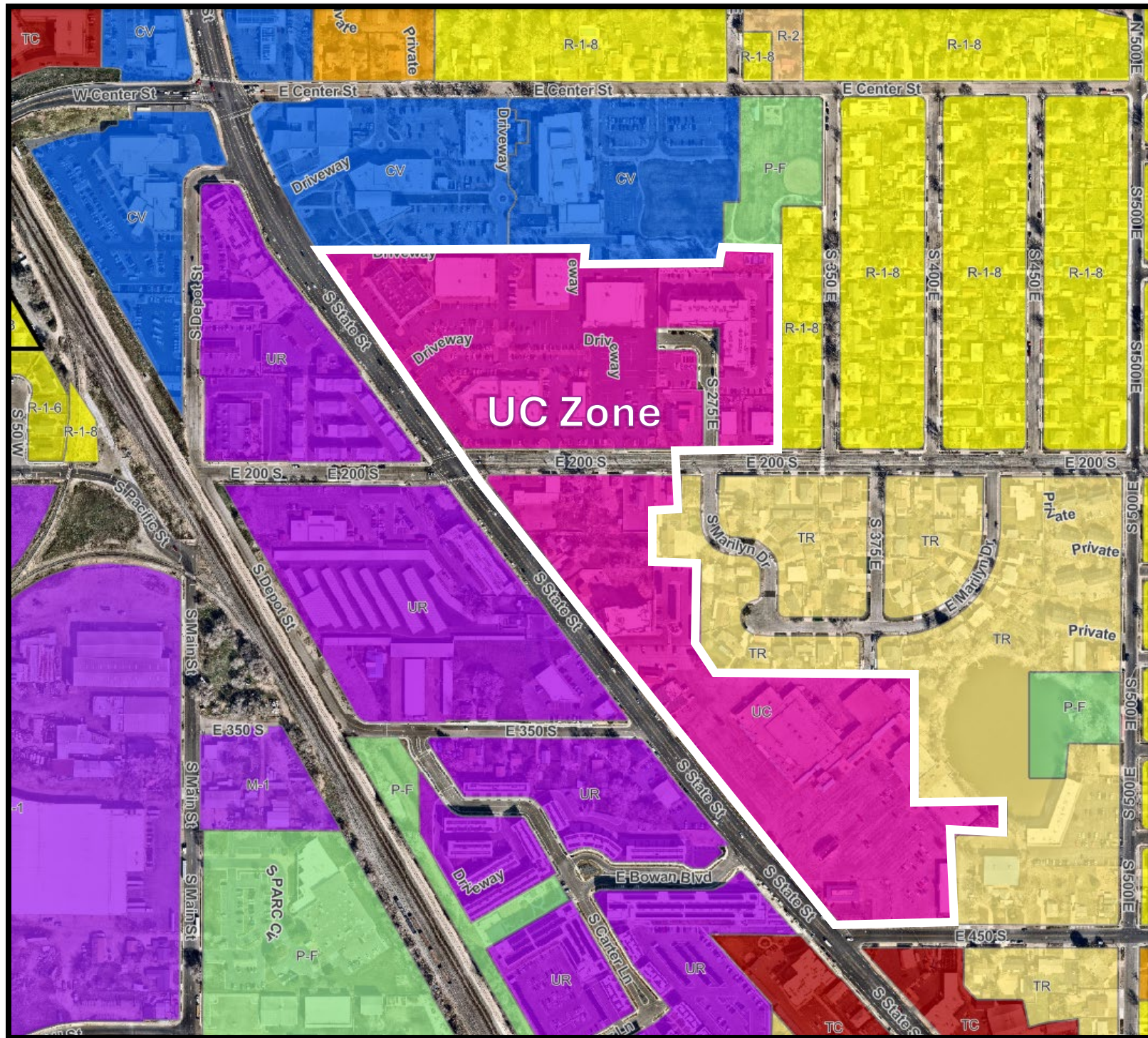
The City Council, following public comment, may choose to approve, deny, or table the zoning text amendment request.

SCHEDULE / TIME CONSTRAINTS

There are no specific time constraints relative to the request.

LIST OF ATTACHMENTS

- UC Zone Exhibit
- Proposed UC Zone Building Type Amendment



2.0 Zoning Districts

2.8 Urban Core Commerce

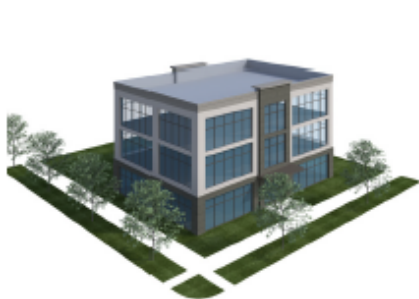
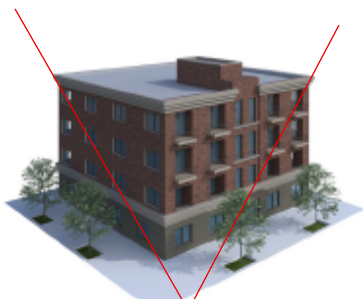
1. Description & Intent

The Urban Core Commerce (UC) district is intended to be the heart of activity and intensity in Downtown Clearfield with a mix of building types. Allowed Building Types will vary based on which type of street they face. ~~Multi-Family Residential Building Types will only be allowed when facing side streets and as part of a mixed-use project.~~ Live-Work is considered residential, rather than mixed-use.

Table 2.8 (1) Urban Core Commerce Requirements

Primary Street(s)	Urban Core Arterial; Commercial
Secondary Street(s)	Neighborhood
Typical Scale	Two to Six Stories
Primary Street - Permitted Building Types	
Mixed-Use/Core Commercial	
Office	
Secondary Street - Permitted Building Types	
Mixed-Use/Core Commercial	
Multi-Family[*] Residential	
Office	

~~*only allowed as part of a mixed-use development~~



Mixed-Use/Core Commercial Building Type

~~Multi-Family Residential Building Type~~

Office Building Type

3.4 Use Development Standards

The uses as permitted with development standards (D), shall meet the following requirements

1. Development Standards by Use Category

- (1) Residential and Lodging Uses
 - (a) Townhouses and Multi-Family building types **within the TC district** shall only be allowed on secondary or side streets **in the TC and UC districts**.
- (2) Retail Uses
 - (a) Pawn and secondhand businesses are limited to a maximum of 5,000 square feet of retail space in the TR zone. This includes pawn and secondhand businesses for general merchandise, military surplus, precious metals and/or gems dealers/processors.
 - (b) Motor vehicle sales shall have a 1 acre minimum lot size; a permanent on-site office is required. No cars may be displayed outside within 10 feet of the primary street right of way.
- (3) Service Uses
 - (a) Vehicle Services
 - (i) Vehicle repair is only allowed as a secondary use to vehicle sales.
 - (ii) Use Limitation. Repair and wash facilities for semi-trucks, recreational vehicles, boats, and other oversized vehicles are not permitted.
 - (iii) Service Bays. Vehicular service bays, including garages and car wash bays, shall not be located on the front facade, unless otherwise permitted by the Building Type. Service bay doors shall be transparent.
 - (iv) Outdoor Storage. Disabled or inoperable vehicles and those awaiting pick-up may be stored outdoors if:
 - i. Vehicles are not stored for more than two days.
 - ii. The storage area is located in the rear yard and screened from view of the front lot line and/or corner lot line.
 - ii. The storage area is screened using the Side & Rear yard buffer outlined in 7.0 Landscape, regardless of the adjacent land uses.
 - (v) Outdoor Activities
 - i. All repairs or washing activities must occur inside a structure.
 - ii. Vacuuming activities may occur outdoors, but must be located in the side or rear yards, screened from the front lot line.
 - iii. Temporary outdoor display of seasonal items, such as windshield wiper fluid or salt, is permitted during business hours under the canopy and adjacent to the principal structure.
 - (vi) Fuel pumps must be in rear or side of building.
- (b) Residential Care
 - (i) The first 40' of the ground floor shall be used for administrative and/or shared common spaces, such as an activity room, dining room, or offices.
 - (ii) Residential dwelling units shall not be located in the first 40' of the ground floor.
- (4) Craft Industry Uses
 - (a) All work shall be performed within an enclosed building.
 - (b) All outside storage shall be screened from view from public streets and adjacent properties.
- (5) Parking Uses
 - (a) Corner Lots. A corner lot shall not be used for a parking lot or structure unless the structure meets the standards of one of the allowed Building Types (refer to Chapter 6.0).
 - (b) Adjacent Parking Lots. Two parking facilities (lots or structures) cannot be located directly adjacent to one another.
 - (c) Distance. The parking lot or structure must be within 1,300 feet of the principal entrance to the associated use unless:
 - (i) At least 75% of the spaces are dedicated for public use.
 - (ii) An approved parking agreement is in place (refer to Chapter 9.0 Parking).
 - (d) Pedestrian Access. Must be connected to the associated use by a dedicated, public pedestrian pathway.
 - (e) Commercial Vehicles. Parking structures for commercial vehicles are not permitted.
- (6) Accessory Uses
 - (a) Outdoor Storage and Display of Goods. Outdoor storage areas shall be located in the rear or side yard of the lot. Display of goods during business hours only, such as sidewalk displays, are not subject to these standards.
 - (i) Loose materials shall not be stacked higher than six feet.
 - (ii) Loose materials shall at a minimum be stored in a three-sided shelter and shall be covered.
 - (iii) Materials shall be set back a minimum of five feet from any lot line.
 - (iv) All outdoor storage areas shall be screened from view of adjacent parcels and vehicular rights-of-way using the landscape buffer, refer to 7.0 Landscape Requirements for Side and Rear Buffer.
 - (v) Accessory storage that is not considered "display" includes storage containers. Such storage requires a minimum 6' visual barrier.

6.0 Building Types

6.1. Purpose

1. Intent

The standards are intended to outline the required building types and standards for new construction within the Downtown Clearfield Districts defined in Chapter 2.0.

6.2. General Requirements

All Building Types must meet the following requirements.

- (1) Zoning Districts. Each Zoning District shall only contain the Building Types permitted. Refer to Table 6.2 (1) Permitted Building Types by Districts.
- (2) Uses. Each Building Type can house a variety of uses depending on the district in which it is located. Refer to 3.0 Uses for uses permitted per district. Some Building Types have additional limitations on permitted uses.
- (3) No Other Building Types. All new buildings constructed must meet the requirements of one of the Building Types permitted within the zoning district in which the lot is located.
- (4) Permanent Structures. All buildings constructed shall be of permanent construction without a chassis, hitch, or wheels, or other features that would make the structure mobile, unless otherwise noted.
- (5) Accessory Structures
 - (a) Attached accessory structures are considered part of the principal structure.
 - (b) Detached accessory structures are permitted per each Building Type and shall comply with all setbacks except the following:
 - (i) Detached accessory structures are not permitted in the front yard and shall be located behind the principal structure in the rear yard or set behind the principal structure in the side yard.
 - (ii) Detached accessory structures shall not exceed the height of the principal structure.
- (6) Residential Amenities. All multi-family and mixed-use buildings containing residential units must provide a mix of amenities to ensure quality development and livability for tenants. Refer to Section 6.13.8.

Table 6.2 (1) Permitted Building Types by Districts

		Districts					
		Urban Core Commerce	Urban Mixed Residential	Town Mixed Commerce	Town Neighborhood Residential	Civic	Gateway Corridor Commerce
Building Types	Mixed-Use/Core Commercial	P	P	P	P		
	Multi-Family Residential	P ¹	P				
	Office	P	P	P		P	P
	Civic	P	P	P		P	P
	Commercial			P			P
	Townhouse		P	P	P		
	Garden Court				P		

P = Permitted

Footnotes:

¹ Only permitted as part of a master development and/or permitted on secondary streets in the Urban Core (UC) District.

Table 6.5 (1) Multi-Family Residential Building Type

	Zone Districts					
	UC	UR	TC	TR	CV	CC
Building Site Refer to 6.3.1						
Minimum Lot Width	80'	80'				
Maximum Lot Width	none	none				
Maximum Impervious Coverage	70%	70%				
Additional Semi-Pervious Coverage	10%	15%				
Site Access & Parking Refer to 6.3.2						
Parking & Loading Location	rear or side yard					
Vehicular Access	Alley; if no alley a maximum 1 per 200 feet frontage or per UDOT requirements					
Building Location Refer to 6.3.3						
Multiple Principal Buildings	permitted					
Front Build-to Zone	5'-20'					
with Plaza or Porte Cochere	up to 25'					
Corner Build-to Zone	5'-20'					
Occupation of Corner	required					
Front Property Line Coverage	80%					
Minimum Side Yard Setback	0'					
Minimum Rear Yard Setback	5'					
Building Massing Refer to 6.3.4						
Minimum Overall Height	2 story	2 story				
Maximum Overall Height	No maximum	6 stories				
Building Stepback	minimum of 10' at top of 4th story					
Ground Story: Minimum Height	9'	9'				
Maximum Height	18'	18'				
Upper Stories: Minimum Height	9'	9'				
Maximum Height	14'	14'				
Permitted Roof Types	parapet, pitched, flat					
Tower	permitted	permitted				
Street Facade Articulation/Details Refer to 6.3.5						
Blank Wall Limitations	required per floor refer to 6.3.5					
Vertical Facade Divisions	every 25' of facade width	every 30' of facade width				
Horizontal Facade Divisions	required within 3' of the top of any visible basement and of the ground story, and at top floor					
Front Facade Entrance Type	Contemporary, Mixed-Use, Porch, Stoop					
Building Fenestration Refer to 6.3.6						
Minimum Ground Story Transparency	30%	30%				
Minimum Upper Story Transparency	25%	25%				
Principal Entrance Location	front facade	front facade				
Required Number of Street Entrances	1 per each 100' of front facade	1 per each 100' of front facade				
Building Uses Refer to 6.3.7; Refer to Table 3.3 (2) for specific permitted uses in each General Category						
Ground Story	residential alone; residential with retail, service, or office as accessory uses					
Upper Story	residential					
Parking within Building	permitted fully in basement; permitted in rear portion of all floors above ground					
Required Occupied Space	40' deep on all full floors					

Gray Out UC Column

TO: Mayor Shepherd and City Council Members

FROM: Eric Howes, Community Services Director

MEETING DATE: August 11, 2026

SUBJECT: 200 South Well Pump Replacement

RECOMMENDED ACTION

Review the proposed options and provide staff with direction regarding the desired approach for pump replacement.

DESCRIPTION / BACKGROUND

The submersible pump in the 200 South well failed earlier this year. This pump is the second submersible pump that has been installed in this well in the past 4-5 years. Staff had investigated the possibility of replacing the submersible pump with a surface mounted pump that would be significantly more expensive, yet easier to maintain and replace. There is currently only one company in this region that works on and provides commercial pumps and well equipment.

When staff requested quotes on both a submersible pump and a surface mounted pump, the vendor provided us with a lengthy explanation as to why the submersible pump would be a better option. However, they did not provide a quote for either option at that time. Just last week staff received the quote for a submersible pump for \$19,230.00 including all materials and installation. The quote does not include the cost of having Rocky Mountain Power de-energize the powerlines that cross over the well site. We still have not received anything regarding a surface mounted pump, and they seem unwilling to quote that option. We have also reached out to several other companies that sell well pumps and equipment, but they do not sell commercial equipment.

Assuming we want to put this well back into service, I would recommend that we move forward with the submersible pump that Nickerson has recommended and that we also purchase a second pump that we can keep on the shelf so that when and if one fails in the future, there is not such a long delay before we can replace the failed pump.

When we put the well back into service years ago, we were quoted a price for the replacement of the surface mounted pump that was more than \$120,000. The option for the submersibles would allow us to replace the submersible pumps approximately six times. At the current rate of replacement, \$120k would last us between 10-12 years to make up the cost of one surface mounted pump. At today's prices (if we could get them) that is likely closer to 14-16 years.



With all these things considered, staff recommends moving forward with the submersible pump and purchasing one extra pump so that there is a spare ready to go. The total cost for based on the attached quote (and an estimated \$5,000-6,000 for Rocky Mountain Power to de-energize the power lines we would need approximately \$33,000.

This is currently not included in the FY27 budget, so we would need to find additional or alternative funding to make it work. The options are as follows:

1. Additional funding from fund balance (would reduce the cash on hand by .5 days).
2. Cancel other capital projects and reappropriate funding.
3. Not replace the pump.

CORRESPONDING POLICY PRIORITIES

- Improving Clearfield's Image, Livability, and Economy

Mabey Pond is a valued amenity in Clearfield City that is located adjacent to a proposed redevelopment project.

HEDGEHOG SCORE

N/A

FISCAL IMPACT

\$33,000 from fund balance or reappropriated from other projects. Not replacing the pump is a no cost option.

ALTERNATIVES

Replace the pump

Funding Option 1: Fund balance (would reduce cash on hand by .5 days).

Funding Option 2: Would reappropriate funds from other planned capital projects

Not replance the pump.

SCHEDULE / TIME CONSTRAINTS

The sooner that we replace the pump, the sooner the pond can begin to be refilled.



LIST OF ATTACHMENTS

- Pump Replacement Quote



Sales Estimate

NICKERSON COMPANY, INC
801-973-8888

Date: 7/30/26
Estimate# KTP073026
Job #:

Estimate good for 10 days

Customer: CLEARFIELD CITY
Attention: JACKIE WARDLE
Pages: 3
Phone:
Email: JACKIE.WARDLE@CLEARFIELDCITYUT.GOV

Important Notes:

Unless specifically indicated below, price does not include shipping, sales tax, installation, discharge piping, electrical controls or wiring. Please read, sign and return Terms and Conditions of Sales.

SHIPPING TERMS		PAYMENT TERMS	DUE DATE	
		Net 30 Days		
QTY	ITEM	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00		NATIONAL MODEL# S6HC-9STG SUBMERSIBLE PUMP ASSEMBLY WITH 40HP FRANKLIN SANDFIGHTER MOTOR	\$ 7,545.00	\$ 7,545.00
1.00		500' ROLL OF 4/0 SUBMERSIBLE PUMP CABLE	\$ 3,694.00	\$ 3,694.00
1.00		FLOMATIC 4" CHECK VALVE	\$ 1,051.00	\$ 1,051.00
1.00		NICKERSON TO INSTALL NEW PUMP, MOTOR, CABLE, AND CHECK VALVE	\$ 6,940.00	\$ 6,940.00
		NICKERSON IS NOT RESPONSIBLE TO HAVE THE POWER LINES DEENERGIZED PRIOR TO INSTALLING THE PUMP.		
		Due to current economic conditions, pricing and leadtimes are subject to change without notice.		
		Please note: Pricing does not include any applicable taxes. These charges will be added to your invoice. A 3% processing fee will be added to all Credit Card orders over \$2,000.00		
Quote prepared by: Kyle Polatis			Freight:	Not Included
Thank you for your business!			Sales Tax:	Not Included
			Total	\$ 19,230.00

2301 West Indiana Avenue Salt Lake City, UT 84104
Phone: (801) 973-8888 - Fax: 801-973-8267

Nickerson Company, Inc. Warranty, Terms, and Conditions of Sale

Purchaser:_____

Purchase Order:_____

Description:_____

All orders must be directed to Nickerson Company, Inc., at PO Box 25425, Salt Lake City, Utah 84125, and are subject to Nickerson Company, Inc.'s acceptance.

1. Agreement

These terms and conditions govern the sale of goods by Nickerson Company, Inc. ("Nickerson") to the buyer ("Buyer"). These terms supersede and reject any conflicting terms and conditions submitted by the Buyer, regardless of any statement to the contrary. Exceptions to these terms must be in a written document signed by an authorized officer of Nickerson. No representations have been made except as stated herein. This agreement supersedes all prior communications and negotiations regarding the goods, and Nickerson will furnish only the quantities and items specified on the face of this agreement. Nickerson assumes no responsibility for other equipment or materials shown in any plans or specifications for the project to which the ordered goods pertain. Any action for breach of contract must commence within one year after the cause of action accrues. Prices, discounts, terms, and conditions are subject to change without prior notice.

2. Prices

Unless otherwise stated on the face of this agreement, prices are net F.O.B. Point of Origin. Service time for factory-trained personnel is not included and may be charged separately. Applicable taxes or other government charges on the production, sale, shipment, or use of the goods will be added to the invoice unless the Buyer provides a valid exemption certificate.

3. Warranty and Limitation of Liability

If, within one year from the date of shipment, equipment sold by Nickerson fails to function properly under normal, proper, and rated use due to defects in material or workmanship existing at the time of delivery, and the Buyer promptly notifies Nickerson in writing, Nickerson will, at its option, either inspect the equipment at the Buyer's location or request its return (transportation prepaid by the Buyer) to Nickerson's Salt Lake City plant. Nickerson will then, at its expense, repair or replace the defective equipment or parts F.O.B. to its Salt Lake City plant or issue credit for the defective items. This warranty does not apply to equipment altered or repaired after shipment by anyone other than Nickerson's authorized employees, unless such alteration or repair is made with Nickerson's prior written consent. The Buyer is solely responsible for determining the suitability of the equipment for its intended use. Nickerson is not liable in any way in this respect. Equipment or parts manufactured by others and furnished by Nickerson will be repaired or replaced only to the extent of the original manufacturer's warranty. Nickerson's obligations and liabilities hereunder are contingent upon full payment for the equipment. If the Buyer resells the products, the Buyer will include in its resale contract provisions that limit recoveries against Nickerson in accordance with this section. If Nickerson fails to meet any performance representation, Nickerson may, at our option, remove and reclaim the equipment at its own expense and discharge all liability by refunding to the Buyer all sums received on account of the purchase price. THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES, INCLUDING NEGLIGENCE, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SALE OR FURNISHING OF GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION, OR OPERATION. NICKERSON WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DELAY RESULTING FROM ANY DEFECT WHATSOEVER, AND ITS LIABILITY UNDER NO CIRCUMSTANCES WILL EXCEED THE CONTRACT PRICE FOR THE GOODS FOR WHICH LIABILITY IS CLAIMED.

4. Delivery

Delivery, shipment, and installation dates are estimates only and, unless otherwise specified, are calculated from the date Nickerson receives complete technical data and approved drawings, if applicable. Nickerson is not liable for delays caused by carriers, labor difficulties, shortages, strikes, stoppages, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government, weather, or any other causes beyond its reasonable control. Estimated delivery dates will be extended accordingly. Nickerson will not be liable for any damages or penalties whatsoever, whether direct, indirect, special, or consequential, resulting from its failure to perform or delay in performing, unless otherwise agreed in writing by an authorized officer.

5. Operating Conditions and Acceptance

Quotations and recommendations are based on operating conditions specified by the Buyer. If actual conditions differ and adversely affect equipment performance, the Buyer is responsible for the cost of all necessary changes to the equipment. Nickerson reserves the right to cancel the order, and the Buyer will reimburse Nickerson for all costs and expenses incurred. Nickerson reserves the right to refuse any order based on a quotation containing an error. Specifications or charts issued by Nickerson are descriptive only and are not warranties or representations. Nickerson will, upon request, certify the rated capacity of any product. Capacity, head, and efficiency certifications are based on shop tests using clear, fresh water at a temperature not exceeding 85°F. Certifications apply only to this specified rating and do not cover sustained performance or conditions varying from these.

6. Shipping

Unless the Buyer specifies otherwise in writing, (a) goods will be boxed or crated as Nickerson deems appropriate for normal handling, and additional charges will apply for special packaging (e.g., preservation, waterproofing, export boxing); and (b) routing and method of shipment will be at Nickerson's discretion and may be insured at the Buyer's expense (value to be declared at order price). For all shipments F.O.B. Nickerson's plant, delivery to the initial carrier constitutes delivery to the

Buyer, and the goods are shipped at the Buyer's risk. Claims for loss or damage in transit must be filed by the Buyer with the carrier. Acceptance of material from a common carrier constitutes a waiver of any claims against Nickerson for delay, damage, or loss.

7. Cancellation and Returns

Orders may be canceled only with Nickerson's written consent and upon payment of reasonable and proper cancellation charges. Goods may be returned only with Nickerson's prior written authorization. Buyers will be charged for costs incurred by Nickerson in placing returned goods in saleable condition, any related sales expenses, a restocking charge, and all transportation costs paid by Nickerson.

8. Credit and Payment

Payment is due 30 days net. Pro-rata payments are due upon partial shipments. A late charge of 2% per month, or the maximum rate permitted by law (whichever is less), will be applied to all past-due invoices. Nickerson reserves the right to alter, suspend, or change credit terms if, in its sole judgment, the Buyer's financial condition so warrants. Failure to pay invoices when due, at Nickerson's election, makes all subsequent invoices immediately due and payable, regardless of terms, and Nickerson may withhold subsequent deliveries until the full account is settled and may terminate this agreement. Acceptance of partial payment does not waive any of Nickerson's rights. The Buyer represents that it is not insolvent as defined in applicable state or federal statutes. Buyers will notify Nickerson in writing if it becomes insolvent before delivery. Failure to provide such notice at the time of delivery will be deemed a reaffirmation of solvency. Regardless of the delivery destination, Nickerson has the right to withhold or reclaim goods under applicable state and federal statutes. If the Buyer is responsible for shipping delays, the date of completion of the goods may be deemed the shipment date for payment purposes. Completed goods held at the Buyer's request are at the Buyer's cost and risk, and Nickerson may bill the Buyer for reasonable storage and insurance expenses. All orders will be invoiced for a minimum of \$200.00 net, regardless of the quoted price.

9. Inspection

The Buyer may inspect goods at Nickerson's plant, provided such inspection does not unduly interfere with Nickerson's workflow and the Buyer submits complete details of the desired inspection in writing in advance.

10. Records, Audits, and Proprietary Data

Unless otherwise agreed in writing signed by an authorized officer of Nickerson, the Buyer will not have any right to examine or audit Nickerson's cost accounts, books, or records, or have access to or control over any engineering or production prints, drawings, or technical data that Nickerson considers proprietary.

11. Taxes, Duties, and Tariffs

The Buyer is responsible for all taxes, duties, fees, tariffs, and other charges related to the contract, its performance, or payment for work under it. This includes, but is not limited to, taxes on consumption, gross receipts, imports, property, sales, stamps, turnover, use, and value-added, as well as any withholding taxes, deficiencies, penalties, additions to tax, interest, or assessments, regardless of the government authority imposing them and whether imposed on the Buyer, Seller, or their subcontractors.

Acceptance

By placing an order, the Buyer accepts these terms and conditions and acknowledges being bound by them. Title to and right of repossession of the property remains with Nickerson until payment is received in full. Upon any default of this contract, the Buyer agrees to return the merchandise in good order upon demand, and all prior payments will be forfeited as compensation for rental and use, plus any legal or attorney fees incurred by Nickerson in enforcing these provisions.

Signature: _____

Title: _____

Date: _____