NEXT

HIGHLAND CITY

HIGHLAND CITY COUNCIL AGENDA

Tuesday, November 1, 2022

Highland City Council Chambers, 5400 West Civic Center Drive, Highland Utah 84003

VIRTUAL PARTICIPATION

YouTube Live: http://bit.ly/HC-youtube

Email comments prior to meeting: council@highlandcity.org

7:00 PM REGULAR SESSION

Call to Order – Mayor Kurt Ostler
Invocation – Council Member Brittney P. Bills
Flag Ceremony – Highland/Alpine Scout Troop 20

1. UNSCHEDULED PUBLIC APPEARANCES

Please limit comments to three minutes per person. Please state your name.

2. PRESENTATIONS

a. Library Board Report
Kevin Tams, Library Board Chair, will present the annual Library Board Report.

b. Water Update – *Tayson Arnoldsen, Pressurized Irrigation Superintendent*
Tayson Arnoldsen, Pressurized Irrigation Superintendent, will present an update on the current water conditions in Highland City.

c. Highland Marketplace – *Joe Ham, representing MNG Highland Development, LLC*
Joe Ham, representing MNG Highland Development, LLC, will present an updated proposal for the Highland Marketplace development.

3. CONSENT ITEMS *(5 minutes)*

Items on the consent agenda are of a routine nature or have been previously studied by the City Council. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. ACTION: Library Board Appointment *General City Management – Donna Cardon, Library Director*
The City Council will consider the appointment of Amy Brinton to the Library Board.

b. **RESOLUTION: PTIF Public Entity Resolution** *General City Management – Tyler Bahr, Finance Director*
The City Council will consider a resolution designating administrators of the City's Public Treasurer's Investment Fund (PTIF) account. The Council will take appropriate action.

4. **PUBLIC HEARING/ORDINANCE: TEXT AMENDMENT – DAYCARES, PRESCHOOLS, AND IN-HOME INSTRUCTION** *Development Code Update (Legislative) – Kellie Smith, Planner & GIS Analyst*
The City Council will hold a public hearing to consider a request by Highland City Staff to amend several sections of the Development Code to add regulations for daycares, preschools, and in-home instruction. The City Council will take appropriate action.

5. **PUBLIC HEARING/ORDINANCE: TEXT AMENDMENT – PARK OR PLANTER STRIPS** *Development Code Update (Legislative) – Kellie Smith, Planner & GIS Analyst*
The City Council will hold a public hearing to consider a proposal by Highland City Staff to amend Section 3-621 Park or Planter Strips to clarify that the maintenance is the responsibility of the adjacent property owner. The City Council will take appropriate action.

6. **PUBLIC HEARING/ORDINANCE: TEXT AMENDMENT – SEWER LIFT STATIONS** *Development Code Update (Legislative) – Kellie Smith, Planner & GIS Analyst*
The City Council will hold a public hearing to consider a proposal by Highland City Staff to amend Section 5-9-107 Underground Utilities and Sanitary Sewer relating to sewer lift stations. The City Council will take appropriate action.

7. **AGREEMENT: HIGHLAND GROVE PLAZA - RECIPROCAL ACCESS EASEMENT AGREEMENT** *Land Use (Administrative) – Kellie Smith, Planner & GIS Analyst*
The City Council will hold a public meeting to consider a request by Seeg Office Highland LLC and Highland City staff to approve a reciprocal access easement agreement for drive access off of Town Center East. The Council will take appropriate action.

8. **ACTION: ALLOCATING FY22 GENERAL FUND NET REVENUE TO MTN. RIDGE PARK** *General City Management – Tyler Bahr, Finance Director*
The City Council will consider allocation of FY2022 General Fund net revenue to development of Mountain Ridge Park. The Council will take appropriate action.

9. **ACTION: PURCHASE AGREEMENT WITH SMITH STEELWORKS FOR MOUNTAIN RIDGE PARK FURNITURE AND PICKLEBALL COURT SHADE STRUCTURES AS WELL AS PARKS EQUIPMENT FOR OTHER CITY PARKS** *General City Management Andy Spencer, City Engineer/Public Works Director*
The Council will consider the purchase of shade structures (28'x15), park benches, garbage cans, and bike racks for Mountain Ridge Park and additional City parks.

10. **ACTION: PURCHASE OF MUSCO LIGHTS FOR THE MOUNTAIN RIDGE PARK PICKLEBALL COURTS** *General City Management Andy Spencer, City Engineer/Public Works Director*

The Council will consider the purchase of four 50-foot tall light poles with lighting fixtures for Mountain Ridge Park pickleball and basketball court areas.

11. **ACTION: AWARD OF CONTRACT TO MOUNTAINLAND SUPPLY FOR THE PURCHASE OF PI METER FITTINGS** *General City Management - Andy Spencer, City Engineer/Public Works Director*
The City Council will consider an award the bid for the PI meter fittings for the City-wide PI meter installation project. The Council will take appropriate action.

12. **ACTION: AWARD OF CONTRACT TO MOUNTAINLAND SUPPLY FOR THE PURCHASE OF PI METERS** *General City Management - Andy Spencer, City Engineer/Public Works Director*
The City Council will consider an award the bid for the PI meters for the City-wide PI meter installation project. The Council will take appropriate action.

13. **ACTION: 10100 N LANDSCAPE PLAN** *Land Use (Administrative) – Kellie Smith, Planner & GIS Analyst*
The City Council will hold consider a request by Lennar Homes, Ivory Development, and David Weekley Homes to approve the landscape plan for 10100 N. The Council will take appropriate action.

14. **ACTION: CITY ADMINISTRATOR EMPLOYMENT AGREEMENT** *General City Management – Kurt Ostler, Mayor*
The City Council will consider an Employment Agreement for the City Administrator. The Council will take appropriate action.

15. MAYOR/COUNCIL AND STAFF COMMUNICATION ITEMS

The City Council may discuss and receive updates on City events, projects, and issues from the Mayor, City Council members, and city staff. Topics discussed will be informational only. No final action will be taken on communication items.

a. **Financial Report** – *Tyler Bahr, Finance Director*

b. **Easement Modification for Storm Drain Basin** – *Andy Spencer, City Engineer/Public Works Director*

c. **Meyers Sewer Easement** – *Andy Spencer, City Engineer/Public Works Director*

d. **Future Meetings**

- November 9, 2022, Lone Peak Public Safety District Meeting, 7:30 am, City Hall
- November 15, 2022, Planning Commission Meeting, 7:00 pm, City Hall
- November 29, 2022, City Council Work Session, 6:00 pm, City Hall
- December 6, 2022, City Council Work Session & Meeting, 6:00 pm, City Hall

16. CLOSED SESSION

The City Council may recess to convene in a closed session to discuss items, as provided by Utah Code Annotated §52-4-205.

ADJOURNMENT

In accordance with Americans with Disabilities Act, Highland City will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at (801) 772-4505 at least three days in advance of the meeting.

ELECTRONIC PARTICIPATION

Members of the City Council may participate electronically during this meeting.

CERTIFICATE OF POSTING

I, Stephannie Cottle, the duly appointed City Recorder, certify that the foregoing agenda was posted at the principal office of the public body, at the Lone Peak Fire Station and Lone Peak Police Station, on the Utah State website (http://pmn.utah.gov), and on Highland City's website (www.highlandcity.org).

Please note the order of agenda items are subject to change in order to accommodate the needs of the City Council, staff and the public.

Posted and dated this agenda on the 27th day of October, 2022 **Stephannie Cottle, CMC, City Recorder**

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY COUNCIL MEETINGS.

AGENDA NEXT

Council Projects Table

Description	Owner	Due Date	Status
Park Use Policy – 8/17/2021	Erin Wells	Fall 2022	Need direction regarding Open Space parks.
Playground equipment for Highland Glen Park: look at different vendors – 9/21/2021	Erin Wells, Josh Castleberry	Winter 2022	Playground ordered. Anticipated install Winter 2022/2023
Community Center Carpet and Paint	Erin Wells	Winter 2022	Painting and upstairs carpet to be done.
Work with agreement with USAC for soccer fields	Mayor & PTTC	Winter 2022	Staff working to draft agreement based on 9/20 Council direction
Traffic Calming Toolbox	Andy Spencer	FY2023	Approved in budget. Staff will go out to bid shortly
Field Rental Policy Improvements	Erin Wells	Fall 2022	Researching new system. Reviewing MOU with LPYB and CH. Fees under review. Dependent on Council's direction on Open Space property.
Add meters to Councilmembers homes and share water usage data	Jeff Murdoch	Fall 2022/ Winter 2023	Final meters to be installed shortly.
Hogs Hollow Trail Work	Andy Spencer	Fall 2022	Fence installation and trail construction underway.
Adding surcharge for credit card fees	Tyler Bahr	November 2022	Approved with fee schedule. Set to begin November 1.
Security Cameras for City Hall	Andy Spencer	February 2023	Research alternative options for Council decision.
Milkweed Planting	Andy Spencer	Winter 2022/ Spring 2023	Will be planted in Alpine Highway adopt a patch. Potentially west side of Highland Glen with remediation efforts.
10100 N Rebuild	Andy Spencer	Summer 2023	To happen requisite with Ridgeview Development
Park Drive Traffic Calming	Andy Spencer/ Rob Patterson	Winter 2022-2023	Staff preparing plan and budget for Council review.
Daycare/Preschool ordinance update	Kellie Smith	Fall 2022	Planning Commission October 25. City Council November 1.
Create and hire communications positions	Erin Wells	Fall 2022	Job posted.

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #3a

DATE: November 1, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Donna Cardon, Library Director
SUBJECT: **ACTION: LIBRARY BOARD APPOINTMENT**
TYPE: **GENERAL CITY MANAGEMENT**

PURPOSE:
City Council will consider the appointment of Amy Brinton to the Library Board.

BACKGROUND:
The Highland City Library Board consists of seven members who serve for three-year terms. Recently, Claude Jones, who has served on the board since 2018, resigned. We are grateful for his years of service as a member, Vice Chair, and finally as Library Board Chair. His departure left an opening in Seat 4 of the Board.

The Library Board has received a Volunteer Statement of Interest from Amy Brinton. She and her family have been residents of Highland for seven years. She received a MA in British and American Literature from the University of Utah and has published educational curriculum in those areas. In her application she states, "The improvements the Highland City Library has made recently…are exciting. I would love to contribute."

If confirmed for appointment to the Library Board to fill Seat 4, Ms. Brinton would fill the remainder of a three-year term started by Mr. Jones. Her partial term will expire in 2024. She would then be eligible to reapply to fill two more full terms.

FISCAL IMPACT:
None

STAFF RECOMMENDATION:
Staff recommends Ms. Brinton be appointed as a member of the Library Board.

MOTION TO APPROVE:
I move that City Council appoint Amy Brinton fill Seat 4 on the Highland City Library Board.

ATTACHMENTS:

1. Amy Brinton's Volunteer Statement of Interest (redacted)
2. Library Board Members and Seats as of October 2022.

HIGHLAND CITY

5400 W. Civic Center Dr., Suite 1 • Highland, UT 84003
(801) 756-5751 • Fax (801) 756-6903

Highland City Volunteer Statement of Interest

The residents of Highland have great pride in their City. The City utilizes many volunteers in numerous capacities to improve the overall quality of life in our town. In order to encourage this participation, the Mayor is requesting statement of interests from those who are willing to serve. As vacancies or needs arise within the City, the Mayor will review the statements, conduct interviews and make selections. If you are interested in serving as a volunteer within Highland City, please submit this statement of interest to the City Offices.

Name: Amy Brinton Date: October 11, 2022

Residence address: [redacted]

Phone number: [redacted] Email: [redacted]

Please fill out the following or attach a resume listing expertise, experience, interests, etc.

How long have you resided in Highland City? 7 years

Occupation: Homemaker

Education: MA, British and American Literature from The University of Utah; BA, English from BYU

Are you able to meet in the evenings? Yes Semi-monthly: Yes Monthly: Yes

List any background and experience you have that you think would be helpful to the Committee or Commission you would like to serve: my educational background is in English literature and composition. I have published curriculum for national publishers and developed nationally-recognized academic teams. I am a collaborator.

Please state why you would like to serve: The improvements the Highland City Library has made recently with its programming and holdings are exciting. I would love to contribute.

If not selected for an immediate opening, do you wish to be considered for the next opening? Yes

Additional comments: Thank you for your consideration!

Please select which committee(s) you are interested in serving on: *(submittal of this form does not guarantee an appointment)*

Standing Committees

- ☐ Arts Council
- ☐ Friends of the Library
- ☐ Highland Fling
- ☐ Historical Society
- ☐ Library
- ■ Library Board
- ☐ Parks, Trails & Tree Commission
- ☐ Planning Commission
- ☐ Youth Council

Ad Hoc Committees

- ☐ Beautification Committee
- ☐ Inclusivity Committee

Amy C. Brinton

[redacted]

EDUCATION

MA in English, University of Utah (Salt Lake City, UT) August 2003–August 2005
British and American Literature with an emphasis in Rhetoric and Composition. Presented research project "Mothers in the Workforce: A Study in Critical Discourse Analysis" at the Annual Spring English Symposium.

BA in English, Brigham Young University (Provo, UT) August 2000–August 2003
Minor: Communications. Appointed Writing Across the Curriculum student chair.

EXPERIENCE

Academic Coach (Madison, WI; Highland, UT) August 2011–present
Secured grants to fully fund geography and math clubs serving over 200 students. Created original geography and math curriculum. Math competitors earned the highest honors possible, including being a Math Olympiads Honors School (top 10%) and earning a George Lenchner award (awarded to the top 0.4%). Our gold award project was one of only a dozen featured on the MATHCOUNTS social media outlets (2020). Co-coached Knowledge Bowl team in Arts and Geography, winning top 10 in district both years.

Swim School Manager (Dallas, TX; Highland, UT) Summers, 1997–2000, 2017–present
Ran Water Wise Swim School in Dallas and created Brinton Swim School in Highland. Trained a dozen assistants; taught over 500 children to swim. Retain over 98% of Brinton Swim School students year to year. Known for highly effective, upbeat teaching.

Freelance Writer, The Education Center (remote) September 2008–October 2012
Published curriculum helps for literacy and math in PreK and K classrooms. Some publications include *The Mailbox* magazine; *Arts and Crafts: Preschool–Kindergarten*; and *Songs, Poems, and Fingerplays: Preschool–Kindergarten. The Mailbox* reaches 750,000 teachers annually.

Private Tutor and Editor (Salt Lake City, UT) August 2005–August 2007
Created curriculum to tutor a group of English Language Learners from Korea. Tutored high school seniors and college students with undergraduate and graduate applications. Tutees were accepted to Brown, Cornell, Harvard, and various state colleges.

Researcher, BYU Undergraduate Education (Provo, UT) January–August 2003
Worked with Dr. Kristine Hansen, Associate Dean of Undergraduate Education over University Writing at BYU. Researched and revised chapters in English textbook *Writing in the Social Sciences* (Pearson Custom Publishing, 2003). Proofread and edited final manuscript. Organized Writing Across the Curriculum luncheons and seminars.

Senior Fellow, BYU Writing Fellows Program (Provo, UT) August 2002–April 2003
Organized a tutoring program for an honors writing class. Presented paper "Strength from the Sidelines: Talking through the Writing Process" at the Rocky Mountain Peer Tutoring Conference, April 2003.

CultureGuide Intern, BYU Kennedy Center (Provo, UT) April 2003–May 2003
Revised, edited, and formatted CultureGuides, teaching manuals for K–12 instructors. Researched additional media sources to include in CultureGuides.

HONORS

2022, 2020: Coach, Honors School (Top 10% in world), Math Olympiads
2022, 2020: Coach, Gold Award Team, MATHCOUNTS
2022, 2019–2020: Co-coach, Alpine School District Top Ten Knowledge Bowl team
2014: Wisconsin State Young Mother of the Year; American Mothers, Inc.
2003: Recognized as youngest U of U student to receive a graduate degree that year
2002–2003: Academic tuition scholarship at BYU

VOLUNTEER WORK

Circles Utah Valley, Utah Food Coalition, Catholic Community Services, Highland Glen, Madison Community Gardens; project leader (2014–present)
Junior Great Books, group leader (2015)
Boy Scouts of America, Cubmaster (2012–2015)
Olson Elementary gifted writing program, creator (2014–2015)
Community choir, children's song leader (2009–2015, 2016–2018)
Medical Student Alliance, newsletter editor and webmaster (2008–2009)
Community musical, writer and director (2009)
Adaptive Aquatics, teacher (2003)

SKILLS AND INTERESTS

Experience with Zoom, Canvas, and Word Processing. Interested and willing to learn more technology skills. Avid snow skier and mountain biker. Enjoy performing stand-up comedy and as a musician (voice and piano).

Highland City Library Board Seats and Expiration Dates				
Seat	*Current Board Member*	*Appointed*	*Term Expiration*	*Notes*
1 (City Council)	Kim Rodela	01/14/2020	06/30/2023	Serving her first full term.
2	Rachel Farnsworth	09/06/2022	06/30/2025	Seat vacated by Briawna Hugh after one full term of service.
3	Kevin Tams	8/16/2022	06/30/2025	Filled the vacant seat left by Edgar Tooley for February-June 2022. Mr. Tams was reappointed 8/16/2022 to serve his first full-term.
4		07/17/2018	06/30/2024	Claude Jones resigned 10/2022
5	Lynn Lonsdale	9/7/2021	06/30/2024	Serving her first full term
6	Wesley Warren	08/16/2022	06/30/2025	Serving his first full term
7	Jessica Anderson	09/18/2018	06/30/2023	Originally appointed to a 2-year term to even out the term lengths. Serving her second full term.

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #3b

DATE: November 1, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Bahr, Finance Director

SUBJECT: **RESOLUTION:** PTIF Public Entity Resolution

TYPE: **GENERAL CITY MANAGEMENT**

PURPOSE:

The City Council will consider a resolution designating administrators of the City's Public Treasurer's Investment Fund (PTIF) account. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION:

During the October 18 City Council meeting, the Mayor and Council announced the appointment of Erin Wells as City Administrator. This change necessitates revising the list of people with access to the City's accounts with banking institutions.

BACKGROUND:

The City holds funds in deposit with two institutions:

- PTIF which acts similar to a savings account and houses the majority of the funds, and
- Wells Fargo through which the City collects operational revenue and pays for regular operations

PTIF requires that the City designate at least two, and as many as three, individuals as administrators on the City's PTIF account. These individuals are authorized "to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF account; to open or close PTIF account; and to execute any necessary forms in connection with such changes…" Having multiple administrators designated is an important safeguard to ensure dual control and protect public funds.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends Council approve the resolution adopting the Public Entity Resolution authorizing the City Administrator, Finance Director, and Treasurer as Authorized Individuals on the City's PTIF accounts.

MOTION TO APPROVE:

I move that the City Council approve the resolution adopting the Public Entity Resolution authorizing the City Administrator, Finance Director, and Treasurer as Authorized Individuals on the City's PTIF accounts.

ATTACHMENTS:

1. Public Entity Resolution (PTIF)
2. Resolution (Highland City)

Office of the
State Treasurer

Attachment 1
Public Entity Resolution

1. Certification of Authorized Individuals

I, Kurt Ostler (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Highland City (Name of Legal Entity). Please list at least two individuals. Each individual must have a unique email.

Name	Title	Email	Signature(s)
Tyler Bahr	Finance Director	tbahr@highlandcity.org	
Candice Linford	Treasurer	candice@highlandcity.org	
Erin Wells	City Administrator	erin@highlandcity.org	

The authority of the named individuals to act on behalf of Highland City (Name of Legal Entity) shall remain in full force and effect until written revocation from Highland City (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, Mayor (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the _____ day of November, 20 22, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Signature	Date	Printed Name	Title
		Kurt Ostler	Mayor

STATE OF UTAH)
§
COUNTY OF _____)

Subscribed and sworn to me on this _____ day of November, 20 22 , by Kurt Ostler (Name), as Mayor (Title) of Highland City (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature_____

(seal)

A RESOLUTION OF HIGHLAND CITY, UTAH AUTHORIZING THE OFFICE OF THE STATE TREASURER'S PUBLIC ENTITY RESOLUTION

WHEREAS, the Highland City Council finds that it is in the best interest of Highland City to have authorized individuals access and/or transact with Public Treasurer's Investment Funds (PTIF) accounts.

NOW THEREFORE BE IT RESOLVED by the City Council of Highland City Utah:

SECTION 1. Adopt the Office of the State Treasurer's Public Entity Resolution as attached.

SECTION 2. This Resolution shall take effect on November 1, 2022.

ADOPTED by the City Council of Highland City, Utah, this 1st day of November, 2022.

_____

Kurt Ostler
Highland City Mayor

ATTEST:

_____

Stephannie Cottle
Highland City Recorder

COUNCILMEMBER	YES	NO
Timothy A. Ball		
Brittney P. Bills		
Sarah Petersen		
Kim Rodela		
Scott L. Smith		

AGENDA NEXT

CITY COUNCIL AGENDA REPORT ITEM #4

DATE: November 1, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Smith, Planner & GIS Analyst
SUBJECT: **PUBLIC HEARING/ORDINANCE:** Text Amendment – Daycares, Preschools, and In-Home Instruction
TYPE: **DEVELOPMENT CODE UPDATE (LEGISLATIVE)**

PURPOSE:

The City Council will hold a public hearing to consider a request by Highland City Staff to amend several sections of the Development Code to add regulations for daycares, preschools, and in-home instruction. The City Council will take appropriate action.

PRIOR COUNCIL DIRECTION:

On October 4, 2022, a resident spoke during City Council's unscheduled public appearances sharing their concern of Highland's need for affordable childcare. They explained that the use can exist with minimal impact on the neighborhoods they are located in. In addition, the individual voiced that in-home daycares are a much more affordable option than daycares in commercial locations.

At the end of the meeting, staff presented to the Council the inconsistencies in approving daycares and preschools under the existing home occupation regulations. Staff briefly reviewed daycare requirements in other cities. The Mayor and Councilmembers were in favor of drafting an ordinance based on Lehi City's code on daycares and preschools and directed staff to move forward with a text amendment.

BACKGROUND:

In the past, preschools and daycares have been approved by the City through home occupation licenses.

The existing Development Code requires home occupations to meet the following:

- The home occupation shall be conducted entirely within the main dwelling, including an attached garage.
- The physical appearance of the dwelling, amount of traffic and parking, and other activities generated by the home occupation shall not be contrary to the intent of the zone in which the home occupation is located. The home occupation shall not generate pedestrian or vehicular traffic in excess of that customarily associated with the zone in which the use is located.

The Municipal Code requires that only bona fide residents of the premises, as defined by the city zoning ordinance, shall be employed by the licensee.

In August of this year, a home occupation license application was submitted for a daycare with 8-16 children and one caregiver that did not live in the home. Staff reviewed the application, and informed the applicant that the number of requested children exceeded the allowable impact of a home occupation, and that no one can be employed by the home occupation that does not live in the home. The applicant is the same individual who spoke to the City Council on October 4.

While discussing with the applicant what is permitted and what is not, Staff came to the conclusion that it was necessary to update the code to clarify what level of impact is allowed for daycares and preschools.

SUMMARY OF THE REQUEST:

The following is a summary and outline of the code changes staff drafted for review. This summary does not include the changes that were later recommended by the Planning Commission.

Definitions

Daycare. The care and supervision of children, other than children related to the adult resident(s) of a residential property, which care and supervision is in place of care ordinarily provided by a parent in the parent's home, for less than 24 hours a day, and for direct or indirect compensation.

Home Occupation. Any use conducted entirely within a building and carried on by persons residing in the dwelling unit, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof. A business license does not automatically grant the privilege of conducting a business in a residential dwelling unit.

- This definition was updated to be consistent with the existing definition in the Municipal Code

In-home instruction. The provision of classes, lessons, training, practice, and other organized instruction in fields such as, but not limited to, dance, music, art, swimming, fitness, health, school subjects, or other similar subjects, offered within a residence to people, including children, who do not live at the residence. Includes in-home preschools.

Preschool. An early childhood program that provides education and care to pre-elementary school aged children that emphasizes learning and development rather than daycare services.

Daycares – (R-1-40, R-1-30, and R-1-20)

- All home occupation regulations apply except that employed caregivers associated with the daycare are not required to live in the home. The number of caregivers is limited to the minimum required by the State.
- All daycares must receive applicable licensing from the Utah Department of Health and Human Services. A copy of this license must be submitted to the City.
- Daycares have been divided into 3 types based on number of children:

1. Type 1 – 8 children or less
2. Type 2 – 9-16 children
    - For Type 2 daycares, the following site improvements are required:
        - At least ¼ mile (or a different radius) from another daycare or preschool with 9-16 children.
        - 1 off street parking space per caregiver required.
3. Commercial – 16+ children
    - A daycare with more than 16 children is considered a commercial use and is only permitted in commercial zones that list daycares as a permitted use.

In-Home Instruction (includes preschools) (R-1-40, R-1-30, and R-1-20)

- All home occupation regulations are required.
- Maximum of 12 students per day.
- Maximum of 2 time blocks (morning, afternoon). Each block must be less than 4 hours.
- A background check is required for teachers or instructors for students younger than 18 years of age.
- The teacher or instructor must live in the home.
- Preschools or instruction with more than 12 students per day is considered a commercial use and is only permitted in commercial zones that list a preschool as a permitted use.

Commercial Zones

- Residential Professional – Preschools and daycares are already permitted conditional uses in this zone.
- Professional Office – The proposed amendment adds "daycares" as a permitted conditional use. Preschools are already listed as a conditional use.

CITIZEN PARTICIPATION:

Notice of the public hearing held at the Planning Commission meeting was posted on the state and city websites and three public places on October 13, 2022.

Notice of the public hearing to be held at City Council was posted on the state and city websites and three public places on October 20, 2022. No comments have been received.

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing on October 25, 2022. There was no public comment on the proposed amendment. Some Commissioners expressed that they did not think that residential daycares were a needed use. Commissioner Moore explained that she has seen a need for the use from the community point of view. Commissioner Jones shared his opinion that the use is vital to communities and that the City should have as many as are comfortable. Commissioner Thayn expressed concern that commercial daycares are not affordable for young parents.

After much discussion, the Planning Commission voted 5-0 to recommend approval of the amendment proposed by staff with the following changes:

- *All daycares be required to provide a traffic flow and parking plan.*

- *The maximum number of children allowed in a residential daycare be reduced to 12.*
- *The regulation that the number of caregivers is limited to the minimum required by the State be removed.*
- *In-home instruction (including residential preschools) be allowed a maximum of 12 students per day provided that no student attend for longer than 4 hours.*

The Planning Commission discussed and was in favor of allowing additional teachers or instructors for in-home instruction that are not bona fide residents of the home. This detail was likely inadvertently excluded when the motion was made.

STAFF REVIEW:

- The Utah Department of Health and Human Services regulates the following for all daycares:
    - Children to caregiver ratio;
    - Training hours for caregivers;
    - Background checks for caregivers as well as anyone in the home that is over 12 years old;
    - Safety and injuries;
    - Food;
    - Transportation (if provided); and
    - Medical records
- The State conducts annual inspections to ensure compliance with their regulations.
- Childcare for less than 4 hours does not require State licensing. Staff is proposing to require a background check for instructors that have students under the age of 18.
- The average impact of a daycare or preschool exceeds the allowable impact outlined for home occupations in Highland City. According to the Utah Travel Study (updated January 2013), the State-wide average trips per household is 11.26. For a daycare, for example, one child would produce at least 4 additional trips for pick-up and drop-off. Some daycares provide transportation to and from school, which is an additional 4 trips. For a preschool with 12 students, this creates 48 trips. If there are two (2) time blocks available, this could create 96 trips per day. This is well over the expected average of 11.26 trips per day for a household.
- The three (3) types of daycares, and the maximum number of students for a preschool, are from the Lehi City Code. The purpose of adding possible mitigation measures for Type 2 (9-16 children) is to enforce a consistent requirement for this level of impact in a residential zone rather than going through the conditional use process.
- Generally when land use codes are updated, previous uses that received proper permits are grandfathered.

FINDINGS:

The proposed amendment appears to meet the following findings:

- The proposed update to the Professional Office zone is consistent with existing uses in the zone.
- Clarifications are included to require appropriate State licensing for the care of children.
- The proposed amendment allows for a needed use while appropriately mitigating impact in residential zones.

FISCAL IMPACT:
This action will not have a financial impact on this fiscal year's budget expenditures.

STAFF RECOMMENDATION:
Staff recommends the City Council hold a public hearing, accept the findings, and **APPROVE** the proposed amendment as recommended by the Planning Commission.

Staff also recommends the City Council consider that the Planning Commission discussed and was in favor of allowing additional teachers or instructors for in-home instruction that are not bona fide residents of the home. This detail was missed when the motion was made.

MOTION TO APPROVE:
I move that the City Council **APPROVE** the text amendment *as recommended by the Planning Commission* to amend several sections of the Development Code to add regulations for daycares, preschools, and in-home instruction.

If the City Council would like to include the preference that the Planning Commission expressed regarding allowing additional teachers for in-home instruction, the following motion can be used:

I move that the City Council **APPROVE** the text amendment *as recommended by the Planning Commission* to amend several sections of the Development Code to add regulations for daycares, preschools, and in-home instruction with the following change:

- In-home instruction will allow for additional teachers or instructors that are not bona fide residents of the home. At least one teacher or instructor associated with the in-home instruction is required to be a bona fide resident of the home.

ALTERNATIVE MOTION:
The City Council may also make any changes it feels necessary to the Planning Commission's recommendation. If so, the following motion can be used:

I move that the City Council **APPROVE** the proposed amendment to amend several sections of the Development Code to add regulations for daycares, preschools, and in-home instruction with the following changes: (the City Council will need to outline the changes they would like to see).

ATTACHMENTS:
1. Ordinance – As recommended by the Planning Commission

ATTACHMENT 1:

AN ORDINANCE OF THE HIGHLAND CITY COUNCIL AMENDING SEVERAL SECTIONS OF THE HIGHLAND CITY DEVELOPMENT CODE RELATING TO DAYCARES, PRESCHOOLS, AND IN-HOME INSTRUCTION AS SHOWN IN FILENAME TA-22-15.

WHEREAS, all due and proper notices of public hearings and public meetings on this Ordinance held before the Highland City Planning Commission (the "Commission") and the Highland City Council (the "City Council") were given in the time, form, substance and manner provided by Utah Code Section 10-9a-205; and

WHEREAS, the Planning Commission held a public hearing on this Ordinance on October 25, 2022 and

WHEREAS, the City Council held a public hearing on this Ordinance on November 1, 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE Highland City Council as follows:

SECTION 1: **ADOPTION** Several sections of the Development Code are hereby amended as shown on "Exhibit A" attached hereto and incorporated herein.

SECTION 2: **ADOPTION** Section 5.08.050 in the Municipal Code is hereby amended as shown on "Exhibit B" attached hereto and incorporated herein.

SECTION 3: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 4: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 5: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from November 1, 2022 and after the required approval and publication according to law.

PASSED AND ADOPTED by the Highland City Council, November 1, 2022

HIGHLAND CITY, UTAH

_____

Kurt Ostler
Highland City Mayor

ATTEST:

_____

Stephannie Cottle
Highland City Recorder

COUNCIL MEMBER	YES	NO
Timothy A. Ball	☐	☐
Brittney P. Bills	☐	☐
Sarah D. Petersen	☐	☐
Kim Rodela	☐	☐
Scott L. Smith	☐	☐

EXHIBIT A

Development Code

R-1-40

3-4102 Permitted Uses

…

16. Home Occupations please refer to Article 6, Section 3-614, Supplementary Regulations.

17. Daycares accessory to a single-family dwelling.

a. All Home Occupation regulations found in Article 6 Supplementary Regulations are required, except that employed caregivers associated with the Daycare are not required to be bona fide residents of the home.
b. All daycares must receive applicable licensing from the Utah Department of Health and Human Services. A copy of this license must be submitted to the City.
c. All daycares must provide a traffic flow and parking plan to be approved by City staff.
    i. Type 1 – 8 children or less
    ii. Type 2 – 9-12 children
        For Type 2 daycares, the following site improvements are required:
        a) At least ¼ mile radius from another daycare or preschool with 9-12 children.
        b) 1 off street parking space per caregiver required.

A daycare with more than 12 children is considered a commercial use and is only permitted in commercial zones that list a daycare as a permitted use.

18. In-home instruction (includes preschools) accessory to a single-family dwelling.

a. All Home Occupation regulations in Article 6 Supplementary Regulations are required.
b. Maximum of 12 students per day provided that no student attend for longer than 4 hours.
c. A background check is required for teachers or instructors for students younger than 18 years of age.
d. The teacher or instructor must be a bona fide resident of the home.

Preschools or instruction with more than 12 students per day is considered a commercial use and is only permitted in commercial zones that list a preschool as a permitted use.

R-1-20

3-4202 Permitted Uses

…

14. Home Occupations please refer to Article 6, Section 3-614, Supplementary Regulations.

15. Daycares, preschools, or in-home instruction; please refer to Section 3-4102(17) and Section 3-4102(18) in this Code.

R-1-30

3-4252 Permitted Uses

…

15. Daycares, preschools, or in-home instruction; please refer to Section 3-4102(17) and Section 3-4102(18) in this Code.

R-P Zone (Residential Professional)

Preschools and Daycares are already permitted conditional uses in this zone

Professional Office ("P.O.")

3-4902 Conditional Uses

…

4. Other types of Professional Services including but not limited to: information technology services, marketing, travel and employment agencies, journalists, collection agencies, educational services, daycares, music studios, photography studios, churches, colleges & schools (academic, pre-schools, special education, indoor instruction only).

Supplementary Regulations

3-614 Home Occupations

Any person desiring a home-occupation permit, as provided in this Section, shall file an application with the City Treasurer. For preschools, daycares, or in-home instruction requirements, refer to permitted uses and associated regulations in the applicable residential zone.

Definitions

10-102 Definitions

16. Daycare. The care and supervision of children, other than children related to the adult resident(s) of a residential property, which care and supervision is in place of care ordinarily provided by a parent in the parent's home, for less than 24 hours a day, and for direct or indirect compensation.

…

34. Home Occupation. ~~Any occupation conducted within a dwelling and carried on by persons residing in the dwelling.~~ Any use conducted entirely within a building and carried on by persons residing in the dwelling unit, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof. A business license does not automatically grant the privilege of conducting a business in a residential dwelling unit.

…

36. In-home instruction. The provision of classes, lessons, training, practice, and other organized instruction in fields such as, but not limited to, dance, music, art, swimming, fitness, health, school subjects, or other similar subjects, offered within a residence to people, including children, who do not live at the residence. Includes in-home preschools.

…

55. Preschool. An early childhood program that provides education and care to pre-elementary school aged children that emphasizes learning and development rather than daycare services.

*Numbering in 10-102 Definitions will be adjusted accordingly.

EXHIBIT B

Municipal Code

Chapter 5.08 Home Occupation Licenses

5.08.050 Conditions

As a prerequisite to the issuance of a home occupation license, conditions must be observed at all times by the licensee and the licensee shall comply with the following:

1. Only bona fide residents of the premises, as defined by the city zoning ordinance, shall be employed by the licensee.
2. The home occupation shall not physically change the dwelling to the extent that it would alter the residential character or appearance of the dwelling or neighborhood.
3. The home occupation shall be conducted wholly within a structure on the premises and shall not exceed twenty-five percent of the total main floor area of the residential structure; nor in the alternative, more than fifty percent of the total floor area of any attached garage wherein the license activity is conducted. The home occupation shall not involve the use of any accessory building or yard space for storage, nor shall any activities be conducted outside the building.
4. The home occupation shall not display nor create outside the building any external evidence of the operation of the home occupation.
5. No display of any kind shall be visible from the exterior of the premises.
6. All maintenance or service vehicles and equipment, or any vehicle bearing any advertising related to the home occupation or any other similar vehicle shall be garaged or stored entirely within a building or structure, or entirely behind the dwelling, out of view of the street.
7. The home occupation shall not generate pedestrian or vehicular traffic in excess of that customarily associated with the zone in which the use is located.
8. There shall be complete conformity with fire, building, plumbing, electrical and health codes and to all state and city laws and ordinances.
9. The home occupation shall not cause a demand for municipal or utility services or community facilities in excess of those usually and customarily provided for residential uses.
10. The home occupation shall not be associated with, or produce odor, fumes, light, glare, color, design, materials, construction, lighting, sounds, noises, or vibrations or other nuisances including radio and television reception that may be discernable beyond the premises or unreasonably disturb the peace and quiet of the neighborhood.
11. Any special condition established by the city council and made of record in the home occupation license, as they deem necessary to carry out the intent of this section shall be met.
12. All home occupation licenses shall expire annually on June 30th, and may be renewed annually provided there have been no reported violations, complaints, or detrimental characteristics which may, in the opinion of the city council or city zoning administrator, require termination of such occupation.
~~12.~~13. Daycares, preschools, and in-home instruction are subject to additional regulations under the Highland City Development Code.

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #5

DATE: November 1, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Smith, Planner & GIS Analyst
SUBJECT: **PUBLIC HEARING/ORDINANCE:** Text Amendment – Park or Planter Strips
TYPE: **DEVELOPMENT CODE UPDATE (LEGISLATIVE)**

PURPOSE:
The City Council will hold a public hearing to consider a proposal by Highland City Staff to amend Section 3-621 Park or Planter Strips to clarify that the maintenance is the responsibility of the adjacent property owner. The City Council will take appropriate action.

PRIOR COUNCIL DIRECTION:
On October 18, 2022, staff made the City Council aware that the section of the Development Code that details what is permitted for landscaping in park strips, does not specify that it is the adjacent property owner's responsibility to landscape and maintain it. The City Council discussed that it was consistent with current policy and directed staff to proceed with the amendment.

BACKGROUND:
Section 3-621 of the Development Code details which types of landscaping is allowed in park strips in City right-of-way. While reviewing the Code, Staff noticed that it does not specify that it is the adjacent property owner's responsibility to maintain the landscaping installed in the park strip.

SUMMARY OF THE REQUEST:
The proposed amendment adds the following wording to Section 3-612 Park or Planter Strips:

> "All park strip areas, the area between the sidewalk and the curb, shall be landscaped and maintained by the adjacent property owner using traditional and /or Xeriscape methods…"

CITIZEN PARTICIPATION:
Notice of the public hearing held at the Planning Commission meeting was posted on the state and city websites and three public places on October 13, 2022.

Notice of the public hearing to be held at City Council was posted on the state and city websites and three public places on October 20, 2022. No comments have been received.

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing on October 25, 2022. There was no resident comment. One of the Commissioners suggested that "adjacent property owner" could be misinterpreted and recommended that the wording be made more specific. This Commissioner also shared that they had researched several of the prohibited noxious weeds and permitted tree types and that they should be updated.

The Planning Commission voted 5-0 to recommend approval of the amendment with the wording being changed to "property owner directly adjacent to that sidewalk."

A stipulation was included in the recommended approval that staff would bring the list of tree types and other vegetation back to the Planning Commission to be reviewed at a future date.

STAFF REVIEW:

- An amendment is needed to clarify that the private property owners adjacent to the right-of-way are responsible for the installation and maintenance of landscaping in the park strip.

FINDINGS:

The proposed amendment appears to meet the following findings:

1. It is consistent with current City policy.

FISCAL IMPACT:

This action will not have a financial impact on this fiscal year's budget expenditures.

STAFF RECOMMENDATION:

Staff recommends the City Council hold a public hearing, accept the findings, and **APPROVE** the proposed amendment as recommended by the Planning Commission.

MOTION TO APPROVE:

I move that the City Council **APPROVE** the proposed amendment to Section 3-621 Park or Planter Strips to clarify that the maintenance of park strips is the responsibility of the property owner directly adjacent to the sidewalk as recommended by the Planning Commission with the following stipulation:

1. Staff will bring the list of tree types and other vegetation back to the Planning Commission to be reviewed at a future date.

ATTACHMENTS:

1. Ordinance

ATTACHMENT 1:

AN ORDINANCE OF THE HIGHLAND CITY COUNCIL AMENDING SECTION 3-621 PARK OR PLANTER STRIPS OF THE HIGHLAND CITY DEVELOPMENT AS SHOWN IN FILENAME TA-22-17.

WHEREAS, all due and proper notices of public hearings and public meetings on this Ordinance held before the Highland City Planning Commission (the "Commission") and the Highland City Council (the "City Council") were given in the time, form, substance and manner provided by Utah Code Section 10-9a-205; and

WHEREAS, the Planning Commission held a public hearing on this Ordinance on October 25, 2022 and

WHEREAS, the City Council held a public hearing on this Ordinance on November 1, 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE Highland City Council as follows:

SECTION 1: **ADOPTION** Several sections of the Development Code are hereby amended as shown on "Exhibit A" attached hereto and incorporated herein.

SECTION 2: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from November 1, 2022 and after the required approval and publication according to law.

PASSED AND ADOPTED by the Highland City Council, November 1, 2022

HIGHLAND CITY, UTAH

_____
Kurt Ostler
Highland City Mayor

ATTEST:

_____
Stephannie Cottle

Highland City Recorder

COUNCIL MEMBER	YES	NO
Timothy A. Ball	☐	☐
Brittney P. Bills	☐	☐
Sarah D. Petersen	☐	☐
Kim Rodela	☐	☐
Scott L. Smith	☐	☐

EXHIBIT A

3-621 Park Or Planter Strips

All park strip areas, the area between the sidewalk and the curb, shall be landscaped and maintained by the property owner directly adjacent to that sidewalk using traditional and /or Xeriscape methods. Vegetation such as grasses, flowers, ground covers and shrubs shall not exceed 22-inches in height. Vegetation shall not include weeds identified on the State of Utah Department of Agriculture and Food Designated Noxious Weed List for Colorado (CO), Idaho (ID), Kansas (KS), Montana (MT), Nebraska (NE), North Dakota (ND), South Dakota (SD), Utah (UT), Wyoming (WY) but may include approved drought tolerant plants.

1. The park strip may be covered with non-living material such as wood chips or decorative landscaping rocks (rock diameter of one inch minimum and six inches maximum) if commonly practiced xeriscape landscaping procedures are followed.
2. Trees planted in the park strip may be separated by non-living materials only if a water source is available at each tree (not from a hose, or above ground sprinkler).
3. Only trees from the city approved Class I Trees list may be planted within a park strip as follows:

    1. acer campestre; Hedge Maple
    2. acer ginnala; Amur Maple
    3. acer grandidentatum; Big Tooth Maple
    4. acer tataricum; Tatarian Maple
    5. koelreuteria paniculata; Goldenrain Tree
    6. prunus serrulata; Flowering Cherry
    7. prunus blireiana; Flowering Plum
    8. Pyrus fauriei, (syn. C. calleryana var. Fauriei) Korean Flowering pear
    9. Pyrus calleryana, 'Callery X Chanticleer Cultivar', Chanticleer (Callery) flowering pear
    10. Pyrus calleryana, 'Cleveland Select', Cleveland Select flowering pear
    11. Pyrus salicifolia, >Pendula' (syn. Silver Frost') Weeping Willowleaf pear
    12. syringe reticulate; Japanese Tree Lilac

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #6

DATE: November 1, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Smith, Planner & GIS Analyst
SUBJECT: **PUBLIC HEARING/ORDINANCE:** Text Amendment – Sewer Lift Stations
TYPE: **DEVELOPMENT CODE UPDATE (LEGISLATIVE)**

PURPOSE:
The City Council will hold a public hearing to consider a proposal by Highland City Staff to amend Section 5-9-107 Underground Utilities and Sanitary Sewer relating to sewer lift stations. The City Council will take appropriate action.

PRIOR COUNCIL DIRECTION:
On October 18, 2022, the City Engineer presented to the City Council the substantial costs of maintaining and replacing sewer lift stations throughout the City. The City Engineer expressed the desire to update the Development Code to prohibit new development from being served by publicly owned sewer lift stations. The Council directed to staff to draft the amendment.

BACKGROUND:
Highland City currently maintains three (3) sewer lift stations: Pheasant Hollow, Greens at the Highlands, and Dry Creek. The Victor View lift station was eliminated during the summer of 2022.

SUMMARY OF THE REQUEST:
The proposed amendment is to add the following to Section 5-9-107 Underground Utilities and Sanitary Sewer:

> "4. Sanitary sewer pipelines and facilities that are or will be owned and maintained by the City for all new subdivisions shall operate by gravity flow means without introducing, or causing to be created, additional lift or pumping systems."

CITIZEN PARTICIPATION:
Notice of the public hearing held at the Planning Commission meeting was posted on the state and city websites and three public places on October 13, 2022.

Notice of the public hearing to be held at City Council was posted on the state and city websites and three public places on October 20, 2022. No comments have been received.

PLANNING COMMISSION ACTION:
The Planning Commission held a public hearing on October 25, 2022. There was no resident comment. The Commission shared concerns regarding private sewer lift stations still being permitted. They feared that if the lift station required maintenance, and the

homeowner's association associated with the private development did not have the funds to repair it, that it would fall to the City.

The Planning Commission voted 5-0 to recommend approval of the proposed amendment with the provision that private lift stations must prove adequate provisional funding for maintenance and repair in perpetuity. The proposed ordinance has been updated to reflect this change.

STAFF REVIEW:

- The following is a cost summary of the projects the City has had to complete regarding the maintenance of sewer lift stations during FY21-22 and FY22-FY23 so far:
    - Victor View lift station elimination: $700,415
    - Pheasant Hollow lift station replacement: $1,550,000
    - Greens at the Highlands lift station pump replacement: $105,000
- The proposed amendment prohibits publicly owned and maintained sewer lift stations. A developer can still choose to use a sewer lift station, but it would need to be privately owned and maintained.

FINDINGS:

The proposed amendment appears to meet the following findings:

- The amendment is consistent with the purpose outlined in Chapter 5 Subdivisions: to avoid "an excessive expenditure of public funds for the supply of such services and facilities."

FISCAL IMPACT:

This action will not have a financial impact on this fiscal year's budget expenditures.

STAFF RECOMMENDATION:

Staff recommends the City Council hold a public hearing, accept the findings, and **APPROVE** the proposed amendment with the addition recommended by the Planning Commission regarding the funding for private sewer lift stations.

MOTION TO APPROVE:

I move that the City Council **APPROVE** the proposed amendment to Section 5-9-107 Underground Utilities and Sanitary Sewer relating to sewer lift stations with the addition recommended by the Planning Commission regarding the funding for private sewer lift stations.

ATTACHMENTS:

1. Ordinance

ATTACHMENT 1:

AN ORDINANCE OF THE HIGHLAND CITY COUNCIL AMENDING SECTION 5-9-107 UNDERGROUND UTILITIES AND SANITARY SEWER OF THE HIGHLAND CITY DEVELOPMENT CODE RELATING TO SEWER LIFT STATIONS AS SHOWN IN FILENAME TA-22-16.

WHEREAS, all due and proper notices of public hearings and public meetings on this Ordinance held before the Highland City Planning Commission (the "Commission") and the Highland City Council (the "City Council") were given in the time, form, substance and manner provided by Utah Code Section 10-9a-205; and

WHEREAS, the Planning Commission held a public hearing on this Ordinance on October 25, 2022 and

WHEREAS, the City Council held a public hearing on this Ordinance on November 1, 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE Highland City Council as follows:

SECTION 1: **ADOPTION** Several sections of the Development Code are hereby amended as shown on "Exhibit A" attached hereto and incorporated herein.

SECTION 2: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from November 1, 2022 and after the required approval and publication according to law.

PASSED AND ADOPTED by the Highland City Council, November 1, 2022

HIGHLAND CITY, UTAH

_____
Kurt Ostler
Highland City Mayor

ATTEST:

_____

Stephannie Cottle
Highland City Recorder

COUNCIL MEMBER	YES	NO
Timothy A. Ball	☐	☐
Brittney P. Bills	☐	☐
Sarah D. Petersen	☐	☐
Kim Rodela	☐	☐
Scott L. Smith	☐	☐

EXHIBIT A

5-9-107 Underground Utilities And Sanitary Sewer

1. All underground utilities, sanitary sewers and storm drains installed in streets or alleys should be constructed prior to the surfacing of such streets or alleys. Connections for all underground utilities, water lines and sanitary sewers for each lot should be laid to a point which will eliminate the necessity for disturbing the street or alley improvements, when service connections thereto are made.
2. All telephone, electric power, cable television or other wires or cables shall be placed underground. Equipment appurtenant to the underground facilities, such as surface-mounted transformers, pedestal-mounted terminal boxes and meter cabinets and concealed ducts may be above ground. The subdivider shall make necessary arrangements with the utilities involved for the installation of the underground facilities.
3. Water mains and fire hydrants connecting to the water system serving the City shall be installed as shown on the plans signed by the City Engineer. Mains and individual lot services shall be sufficient size to furnish an adequate water supply for each lot or parcel in the subdivision and to provide adequate fire protection.
~~3.~~4. Sanitary sewer pipelines and facilities that are or will be owned and maintained by the City for all new subdivisions shall operate by gravity flow means without introducing, or causing to be created, additional lift or pumping systems. Private lift stations must prove adequate provisional funding for maintenance and repair in perpetuity.

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #7

DATE: November 1, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Kellie Smith
Planner & GIS Analyst

SUBJECT: **AGREEMENT:** Highland Grove Plaza - Reciprocal Access Easement Agreement

TYPE: **LAND USE (ADMINISTRATIVE)**

PURPOSE:

The City Council will hold a public meeting to consider a request by Seeg Office Highland LLC and Highland City staff to approve a reciprocal access easement agreement for drive access off of Town Center East. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION:

On September 20, 2022, the City Council approved the Highland Grove Plaza site plan. One of the stipulations was as follows:

4. *A cross-access easement agreement will need to be approved by the City Council and recorded on the property. The agreement must be approved by the City Council before a preconstruction meeting can be held.*

BACKGROUND:

The proposed agreement is associated with the approved office building located at 10806 N 5400 W. The property is designated as Mixed Use on the General Plan Land Use Map and the site is zoned Town Center Flex-Use.

Section 3-4728 Driveway and Curb Openings in the Town Center Overlay requires that curb cuts and driveway aisles be shared at property lines between parcels. Accesses are limited to one (1) access driveway for every two hundred (200) feet on any street. The proposed drive access location meets this requirement.

The approved drive access aligns with the existing access to the City Offices across the street to create a T-intersection.

The proposed reciprocal access easement agreement is for a 30'-wide access easement that will be recorded to provide the shared accesses between the Highland Grove Plaza site and City property.

Agreement

These easements are for the purpose of constructing, installing, and maintaining a shared,

paved, and improved access and driveway to and for the benefit of the parties' respective properties.

The initial construction and improvement of the access will be completed by Seeg Office Highland LLC. Seeg will also be responsible for all costs to maintain, repair, and clear snow from the full width of the shared access and driveway until the Highland City property develops. Once the city property develops, these costs will be shared equally between the two parties.

FISCAL IMPACT:

This action will not have a financial impact on this fiscal year's budget expenditure.

STAFF RECOMMENDATION:

Staff recommends the City Council approve the Reciprocal Access Easement Agreement with a stipulation that Exhibit C be updated to show the points and dimensions reflected in the legal descriptions.

MOTION TO APPROVE:

I move that City Council approve the Reciprocal Access Easement Agreement associated with the Highland Grove Plaza site plan approval with the following stipulation:

1. Exhibit C will be updated to show the points and dimensions reflected in the legal descriptions (Exhibits A and B).

ATTACHMENTS:

1. Reciprocal Access Easement Agreement

When Recorded, Mail to:

Highland City
5400 W Civic Center Dr, Suite 1
Highland, UT 84003

Parcel ID No. 41:617:0007
Parcel ID No. 41:544:0005

RECIPROCAL ACCESS EASEMENT AGREEMENT

This RECIPROCAL ACCESS EASEMENT AGREEMENT is entered in to by and between SEEG OFFICE HIGHLAND LLC, a Utah limited liability company ("SEEG"), its successors and assigns, and the CITY of HIGHLAND, a Utah municipal corporation ("HIGHLAND"), its successors and assigns, in order to provide for a reciprocal and shared access between the parties' respective properties, on the terms set forth herein. For good and valuable consideration, the sufficiency and receipt of which is acknowledged, the parties agree as follows:

1. SEEG OFFICE HIGHLAND LLC, a Utah limited liability company, hereby grants unto the CITY of HIGHLAND, a Utah municipal corporation, its successors and assigns, a non-exclusive perpetual access easement described herein as "NORTH ACCESS EASEMENT" on and across the following property owned by SEEG located in Utah County. LOT 7, PLAT C, HIGHLAND TOWNE CENTER BUSINESS PARK AMENDED SUBDIVISION, ("SEEG PROPERTY"). The NORTH ACCESS EASEMENT is more particularly described in Exhibits "A" and "C" attached hereto and by this reference made a part hereof.

2. The CITY of HIGHLAND, a Utah municipal corporation, hereby grants unto SEEG OFFICE HIGHLAND LLC, a Utah limited liability company, its successors and assigns, a non-exclusive perpetual access easement described herein as "SOUTH ACCESS EASEMENT" on and across the following property owned by HIGHLAND located in Utah County: LOT 5, HIGHLAND TOWNE CENTER BUSINESS PARK SUBDIVISION ("HIGHLAND PROPERTY"). The SOUTH ACCESS EASEMENT is more particularly described in Exhibits "B" and "C" attached hereto and by this reference made a part hereof.

3. The NORTH ACCESS EASEMENT and SOUTH ACCESS EASEMENT, collectively referred to herein as the "EASEMENTS," are granted for the purpose of constructing, installing, and maintaining a shared, paved, and improved access and driveway to and for the benefit of the parties' respective properties, according to the site plans and construction documents submitted by SEEG and approved by HIGHLAND in connection with SEEG's development and improvement of the SEEG PROPERTY.

4. The EASEMENTS, and the associated rights of access herein granted, are not dedicated or granted as a public road or right of way, but rather are granted and shall be used for vehicular and pedestrian access to the parties' respective properties by the parties, their

successors and assigns, and the parties' officers, employees, agents, and invitees. The use by the public of the EASEMENTS for access to the SEEG PROPETY and the HIGHLAND PROPERTY is by way of invitation and shall not be construed as implied dedication or abandonment of the EASEMENTS as a public right of way.

5. Each party has the obligation and the right to prevent or remove obstructions within the EASEMENTS. A party may notify and request in writing that the party who places, installs, or otherwise allows an obstruction of the EASEMENTS to remove said obstruction within 24 hours, or such longer time as is reasonable. If the obstruction is not removed within a reasonable time, the party may remove the obstruction, and the obstructing party shall be liable for the reasonable costs associated therewith.

6. The initial construction and improvement of the EASEMENTS as an improved access and driveway shall be performed by SEEG, at SEEG's sole cost and expense, in conformance with the site plans and construction documents submitted by SEEG and approved by HIGHLAND. All such construction shall conform to HIGHLAND ordinances, standards, regulations, and approvals, and SEEG shall obtain and comply with all required permits, licenses, and approvals in connection therewith. SEEG shall indemnify, protect, defend, and hold HIGHLAND harmless from the filing or potential filing of any mechanics' or materialmen's lien against the EASEMENTS and/or the HIGHLAND PROPERTY.

7. SEEG shall be responsible for all costs to maintain, repair, and clear snow from the shared access and driveway constructed within the EASEMENTS until at such time as HIGHLAND develops the HIGHLAND PROPERTY with commercial, residential, public, or governmental buildings. Upon the development of the HIGHLAND PROPERTY, the parties shall thereafter share equally all costs to maintain, repair, and clear snow from the shared access and driveway constructed within the EASEMENTS, pursuant to a maintenance plan and schedule agreed upon by the parties.

8. Either party may make reasonable changes, repairs, and modifications to the construction, structure, or alignment of the access and driveway, at that party's sole expense and cost, so long as such change does not materially limit or burden the other party's right to use the EASEMENTS as set forth herein. Prior to commencing such change, the party shall notify the other party in writing of the proposed change and provide appropriate plans, documents, and information to explain the proposed change. The other party shall have the right to request reasonable modifications to such plans in order to preserve and maintain the party's rights under this Agreement and to avoid undue impacts on the party's property.

9. In the event that the EASEMENTS need to be adjusted in dimension or scope in order to accommodate future use of the parties' respective properties, the parties agree to negotiate in good faith and to not unreasonably withhold their consent to accomplish such adjustment. The party initiating the adjustment shall bear all costs associated with preparing, executing, and recording any document necessary to complete such adjustment.

10. Nothing herein shall be construed as a waiver of any immunity, defense, or right available to HIGHLAND CITY as a municipal and governmental entity, including all immunities, defenses, and rights available under the Utah Governmental Immunity Act.

11. Each party shall defend, indemnify, and hold the other party harmless from any claim, loss, or damage arising out of that party's use of the EASEMENTS, including claims arising out of the use of the EASEMENTS by the party's officers, employees, agents, and invitees. This obligation extends to damage to the improved access and driveway caused by a party or that party's officers, employees, agents, and invitees. Each party shall be obligated to obtain, carry, and maintain, at each party's sole cost and expense, commercial general liability insurance policy, or other equivalent insurance that covers the use of the EASEMENTS as described herein, with a combined single limit of not less than $1 million per occurrence and $2 million in the aggregate. HIGHLAND shall be named as an additional insured under SEEG's policy obtained in connection with this Agreement.

12. Each party, together with their successors, assigns, officers, employees, agents, and invitees, which may include the public at large, shall have the right to use the EASEMENTS, now and in perpetuity, consistent with this Agreement. All obligations, covenants, conditions, rights, and liabilities contained in this Agreement shall run with the land to benefit and bind all future owners, successors, and assigns of the SEEG PROPERTY and the HIGHLAND PROPERTY. This Agreement shall be recorded.

SIGNATURES AND ACKNOWLEDGEMENTS TO FOLLOW IMMEDIATELY

IN WITNESS WHEREOF, the Parties have executed this instrument as of the dates indicated below.

GRANTOR OF NORTH ACCESS EASEMENT:
SEEG OFFICE HIGHLAND LLC

By: _____
Name: _____
Its: _____

STATE OF UTAH)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____20_____, by _____, the _____ of SEEG OFFICE HIGHLAND LLC.

_____
Notary Public

GRANTOR OF SOUTH ACCESS EASEMENT:
HIGHLAND CITY

By: _____
Name: KURT OSTLER
Its: MAYOR

ATTESTED:

_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____20__, by KURT OSTLER, the MAYOR of HIGHLAND CITY.

_____
Notary Public

EXHIBIT A

NORTH ACCESS EASEMENT through SEEG PROPERTY, Parcel 41:617:0007

Beginning at a point located East 1147.46 feet and South 111.22 feet from the West Quarter Corner of Section 36 (Basis of Bearing being South 00°05’53” West 2664.49 feet between the West Quarter Corner and the Southwest Corner of said Section 36), Township 4 South, Range 1 East, Salt Lake Base and Meridian.

thence North, a distance of 15.00 feet; thence N 89°47'11" E, a distance of 95.47 feet; thence S 00°12'49" E, a distance of 15.00 feet; thence S 89°47'11" W, a distance of 95.53 feet to the POINT OF BEGINNING.

Containing 1,433 square feet or 0.0329 acres, more or less.

EXHIBIT B

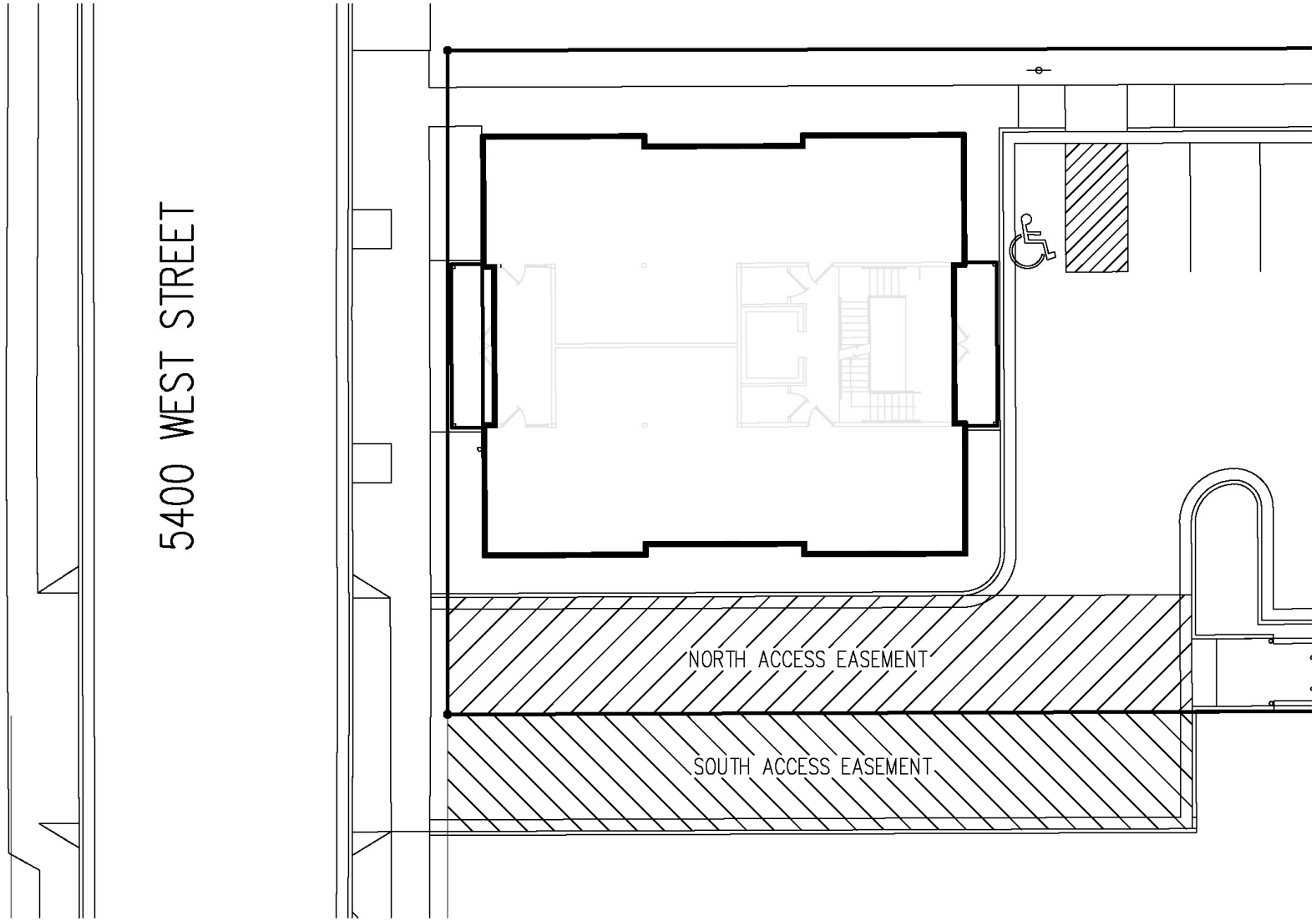
SOUTH ACCESS EASEMENT through HIGHLAND PROPERTY, Parcel 41:544:0005

Beginning at a point located East 1147.46 feet and South 111.22 feet from the West Quarter Corner of Section 36 (Basis of Bearing being South 00°05’53” West 2664.49 feet between the West Quarter Corner and the Southwest Corner of said Section 36), Township 4 South, Range 1 East, Salt Lake Base and Meridian.

thence N 89°47'11" E, a distance of 95.53 feet; thence S 00°12'49" E, a distance of 15.00 feet; thence S 89°47'11" W, a distance of 95.59 feet; thence North, a distance of 15.00 feet to the POINT OF BEGINNING.

Containing 1,433 square feet or 0.0329 acres, more or less.

EXHIBIT C


5400 WEST STREET
NORTH ACCESS EASEMENT
SOUTH ACCESS EASEMENT

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #8

DATE: November 1, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Bahr, Finance Director

SUBJECT: **ACTION:** Allocating FY22 General Fund Net Revenue to Mtn. Ridge Park

TYPE: **GENERAL CITY MANAGEMENT**

PURPOSE:

The City Council will consider allocation of FY2022 General Fund net revenue to development of Mountain Ridge Park. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION:

On September 6, 2022, Council approved use of various funding sources for development of Mountain Ridge Park and directed staff to further evaluate potential funding sources for the Park including FY2022 General Fund net revenue.

BACKGROUND:

In previous discussions with the Council, staff has noted that net revenue from FY2022 may be available for allocation at the Council's discretion, pending closeout of the fiscal year. As the year-end closeout nears completion, staff has identified $1 million available in net revenue in the General Fund. This revenue was generated largely through higher than anticipated sales tax revenue, savings in the Streets department due to construction timing and lower than anticipated snow removal, savings in Parks from playground expenses as Council decided to move forward with only the Highland Glen playground funded in Parks Capital, savings in the General Fund transfer to Open Space related to the tree planting project, and savings related to the Mitchell Hollow trail project that was completed under budget.

As the audit of FY2022 is completed, additional funds may be made available as building inspection revenue is further vetted.

FISCAL IMPACT:

Council previously directed staff to transfer $750,000 of the General Fund balance to the Parks Capital Fund for Mountain Ridge Park, which reduces the General Fund balance from 35% – the maximum allowed by State law, to approximately 27% of estimated General Fund annual revenues. Transferring FY2022 net revenue for use in Mountain Ridge Park development will maintain the General Fund balance at roughly the same 27%.

STAFF RECOMMENDATION:

Staff recommends that the Council allocate $1 million of FY2022 General Fund net revenue to development of Mountain Ridge Park and authorize transfer of this amount to the Parks Capital Fund for that purpose.

If additional funding is determined to be available following completion of the FY2022 audit, staff will present a future item for Council consideration.

MOTION TO APPROVE:

I move that City Council approve allocation of $1 million of FY2022 General Fund net revenue to development of Mountain Ridge Park and authorize transfer of this amount to the Parks Capital Fund for that purpose.

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #9

DATE: November 1, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Andy Spencer, City Engineer/Public Works Director

SUBJECT: **ACTION:** Purchase agreement with Smith Steelworks for Mountain Ridge Park furniture and pickleball court shade structures as well as Parks equipment for other City parks

TYPE: **GENERAL CITY MANAGEMENT**

PURPOSE:

The Council will consider the purchase of shade structures (28'x15), park benches, garbage cans, and bike racks for Mountain Ridge Park and additional City parks.

PRIOR COUNCIL DIRECTION:

The Council previously approved construction of the pickleball and basketball courts and the associated improvements. The shade structures and other park amenities were discussed as a part of the Mountain Ridge Park funding and expenditure discussions. The Council previously contracted the 3 pavilions at Mountain Ridge Park from Smith Steelworks.

The Council approved in the FY2023 budget the purchase of 23 garbage cans to provide garbage cans for all City parks.

BACKGROUND:

Staff has been working with Smith Steelworks to provide the benches, bike racks, garbage cans, and pickleball court shade structures for Mountain Ridge Park. The intent of this coordination being a uniform look and color between the pavilions and the shade structures. Minor changes were made to the initial layout of these amenities to provide for better usage, flow, and cost savings.

Staff met with Russ Smith to discuss options for shade structures between the athletic courts (pickleball and basketball). A gable-end style structure was selected to match the pavilions in structure and color.

The selected bench styles (Classic and Backless) will both have the Highland City logo as will the garbage cans. All will be the statuary bronze color with the picnic tables having a

green tabletop to match the pavilions.

Included in the estimate are 23 garbage cans that Council approved for purchase and placement at various other City parks as well as 4 single loop bike racks to be installed at Highland Glen Park.

The purchase of these amenities will secure the current pricing and ensure a manufacturing timeframe to coincide with the balance of the contracted park improvements.

FISCAL IMPACT:

Multiple sources – budgeted

The cost of this purchase is $309,852. Funding for this expense is included within the FY23 budget as follows:

- $37,145 in 40-40-75, Park Equipment; and
- $ 1,340 in 10-70-44, Highland Glen Park Improvements
- $271,367 in 40-40-78, Mountain Ridge Park

STAFF RECOMMENDATION:

Staff recommends approval of the purchase of these amenities.

MOTION TO APPROVE:

I move that City Council approve the purchase of park amenities from Smith Steelworks in the amount of $309,852.

ATTACHMENTS:

1. Estimate #1793 – Smith Steelworks (park furniture)
2. Estimate #1792 – Smith Steelworks (shade structures)
3. Mountain Ridge Park Site Furniture Layout

Smith Steelworks, LLC
270 S 500 W
Spanish Fork, UT 84660
(801) 414-1724
russelhsmith@gmail.com

Estimate

ADDRESS
Highland City Utah
5400 W Civic Center Dr.
Highland, UT 84003

SHIP TO
Highland City UT

ESTIMATE # 1793
DATE 10/25/2022

SHIP VIA
Inside Delivery

ACTIVITY	QTY	RATE	AMOUNT
Custom 6’ Classic Bench with Highland City Logo Color: Statuary Bronze	10	1,920.00	19,200.00
Custom 8’ Classic Bench with Highland City Logo Color: Statuary Bronze	12	2,390.00	28,680.00
Custom 8’ Backless Bench with Highland Logo in the seat of the bench Color: Statuary Bronze	4	1,725.00	6,900.00
Custom 44 GAL Classic Trash Receptacle with Highland Logo and Dome Top Color: Statuary Bronze	37	1,615.00	59,755.00
Custom 8’ Aluminum Picnic Table Color Table Green Table Tops and Seats with Stat Bronze Legs	6	1,250.00	7,500.00
Custom Single Loop Bike Rack Color: Statuary Bronze	13	335.00	4,355.00

Please review the attached estimate! We look forward to working with you!

Sincerely,
Russel Smith
Smith Steelworks, LLC

SUBTOTAL	126,390.00
TAX	0.00
TOTAL	**$126,390.00**

Accepted By

Accepted Date

Smith Steelworks, LLC
270 S 500 W
Spanish Fork, UT 84660
(801) 414-1724
russelhsmith@gmail.com

Estimate

ADDRESS
Highland City Utah
5400 W Civic Center Dr.
Highland, UT 84003

SHIP TO
Highland City Pickleball pavilions
Mountain Ridge Park
10400 North 5600 West

ESTIMATE # 1792
DATE 10/19/2022
EXPIRATION DATE 11/02/2022

SHIP VIA
Inside Delivery

ACTIVITY	QTY	RATE	AMOUNT
Custom QTY 6 Complete Pickleball Structures. This is a package deal to fabricate and install all 6 at the same time. 15x28 pavilion 2 columns, with footing and foundation plans. Stamped Engineering and Calculations. Includes All components except for electrical package. All parts will be equipped with an extra 1" Hole for running electrical through the steel. Note: Not included on this is the engineering cost that was already invoiced.	1	183,462.00	183,462.00

Please review the attached estimate! We look forward to working with you!

Sincerely,
Russel Smith
Smith Steelworks, LLC

SUBTOTAL	183,462.00
TAX	0.00
TOTAL	**$183,462.00**

Accepted By

Accepted Date

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	DETAIL
1	CONCRETE DRIVE APPROACH WITH REMOVABLE BOLLARDS	SEE CIVIL
2	5` CONCRETE WALK	1/SP5.3
3	6` CONCRETE WALK	1/SP5.3
4	10` CONCRETE WALK	1/SP5.3
5	CURB AND GUTTER	SEE CIVIL
6	6" CONCRETE EDGER	2/SP5.3
7	PLAYGROUND EDGER	8/SP5.3
8	PLAYGROUND WALL	9/SP5.3
9	10` ASPHALT TRAIL	SEE CIVIL
10	ASPHALT ROAD	SEE CIVIL
11	ASPHALT PARKING	SEE CIVIL
12	PARKING LOT STRIPING	SEE CIVIL
13	PICKLEBALL COURT	1/SP5.1
14	PICKLEBALL FENCE	2, 4-6/SP5.1
15	PARK BENCH WITH BACK	3/SP5.3
16	BACKLESS PARK BENCH ON CONRETE PAD	
17	PICNIC TABLE	--
18	TRASH RECEPTACLE	4/SP5.3
19	DRINKING FOUNTAIN	5-6/SP5.4
20	BASEBALL FIELD	
21	BLEACHER	
22	DUGOUT WITH PLAYER BENCHES	
23	BASEBALL FIELD FENCE WITH MOWSTRIP	
24	RESTROOM	SEE CXT PLANS
25	ENTRY MONUMENT	6-7/SP5.3
26	DONOR RECOGNITION WALL	
27	PLAYGROUND, EQUIP. & SURFACING BY OTHERS (N.I.C.)	5/SP5.3
28	SHADE STRUCTURE	3/SP5.4
29	PAVILION	2/SP5.4
30	LARGE PAVILION	1/SP5.4
31	BASKETBALL COURT	1/SP5.2
32	CONCRETE CONTROL JOINT	1/SP5.3
33	CONCRETE EXPANSION JOINT	1/SP5.3
34	ADA RAMP	SEE CIVIL
35	PEDESTRIAN CROSSING	SEE CIVIL
36	ADA STRIPING/SIGNAGE	SEE CIVIL
37	BIKE RACK	--
38	WATER LINE	SEE CIVIL
39	SEWER LINE	SEE CIVIL
40	STORM LINE	SEE CIVIL
41	IRRIGATION POC	SEE CIVIL, IRRIGATION
42	PICKLEBALL COURT LIGHT	SEE ELECTRICAL
43	OVERHEAD LIGHT	SEE ELECTRICAL
44	EXISTING CONCRETE WALK TO REMAIN	--

EXISTING TREE TO REMAIN AND BE PROTECTED

SCALE: 1" = 50'

0' 25' 50' 100' 150'

CONFORMANCE SET

blu line designs
planning | landscape architecture | design
8719 S. Sandy Parkway
Sandy, UT 84070
p 801.913.7994

OWNER:
HIGHLAND CITY
5400 W CIVIC CENTER DRIVE
HIGHLAND, UT 84003

CONTACT:
ANDY SPENCER
PH: 801-772-4508

HIGHLAND CITY

HIGHLAND CITY MOUNTAIN RIDGE PARK

10400 N 5600 W
HIGHLAND, UT 84003

REVISIONS

NO.	yy/mm/dd	DESCRIPTION
1	10/26/22	LARGE_PAVILION_& FURNISHINGS

Stamp

STATE OF UTAH
CORY A. SHUPE
No. 5410044-5301
09/19/22
Licensed Landscape Architect

Designed By:	RBD
Drawn By:	BP
Date:	09.19.22
Checked By:	CAS
Project No:	18-224

Drawing Title

OVERALL SITE PLAN

Drawing number

SP1.0

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #10

DATE: November 1, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Andy Spencer, City Engineer/Public Works Director

SUBJECT: **ACTION:** Purchase of Musco Lights for the Mountain Ridge Park Pickleball Courts

TYPE: **GENERAL CITY MANAGEMENT:** The City Council is acting in a managerial capacity by providing authorization for City purchases.

PURPOSE:

The Council will consider the purchase of four 50-foot tall light poles with lighting fixtures for Mountain Ridge Park pickleball and basketball court areas.

PRIOR COUNCIL DIRECTION:

The Council previously approved construction of the pickleball and basketball courts and the associated improvements. The lighting fixtures were discussed as a part of the Mountain Ridge Park funding and expenditure discussions.

BACKGROUND:

Staff has reviewed lighting criteria for the pickleball courts as identified on the Mountain Ridge Park plans. A bid was received from Musco Sport Lighting, holder of the Utah State Bid for these types of lights, in the amount of $109,766. Lights will be installed as per plans at the corners of the pickleball courts. The poles are 50 feet in height and have a 50-footcandle light spread. This will be adequate lighting for the pickleball courts.

The lighting fixtures are galvanized steel for the exterior finish. The fixtures can be powder coated to match the statuary bronze color on the other park finish items; however, this would represent additional cost. The cost has not been investigated to date.

FISCAL IMPACT:

The cost of this purchase is $109,766.00. Funding for this expense is included in GL #40-40-78, Mountain Ridge Park as a part of the Council direction for Mountain Ridge Park funding.

STAFF RECOMMENDATION:

Staff recommends approval of the purchase of 4 sport court lights from Musco Sport Lighting as per the attached bid.

MOTION TO APPROVE:

I move that City Council approve the purchase of sport court lights from Musco Sport Lighting for the Mountain Ridge Park pickleball courts in the amount of $109,766.

ATTACHMENTS:

1. Musco Sports Lighting estimate
2. Site plan with lighting location indicated

Quote

Date: July 28, 2022
To: Josh Castleberry

Project: Mountain Ridge Park Pickleball
Highland,Utah
Ref: 212070

State of Utah
Master Project: 195885, **Contract Number:** MA3075, **Expiration:** 12/26/2023
General Purpose of Contract: Ball Field Sports Lighting

Quotation Price – Materials Only Delivered to Job Site

***Pickleball Courts**– 94' x 50'- 50 footcandle- $109,766*

Sales tax, bonding, labor, and unloading of the equipment are not included.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Choose an item. ***with Total Light Control – TLC for LED™ technology***

Guaranteed Lighting Performance

- Guaranteed light levels of 50 footcandle and uniformity of 2:1
- **System Description** Light-Structure System
  - Pre-cast concrete bases with integrated lightning grounding
  - Galvanized steel poles
  - Factory wired and tested remote electrical component enclosures
  - Pole length, factory assembled wire harnesses
  - Factory wired poletop luminaire assemblies
  - Factory aimed and assembled luminaires
  - UL Listed assemblies

Environmental Light Control

- Spill light minimized

Control Systems and Services

- Control-Link® Control and Monitoring system to provide remote on/off control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut

Fax: 800-374-6402
Email: musco.contracts@musco.com

All purchase orders should note the following:
State of Utah Contract purchase – Contract Number: MA3075

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

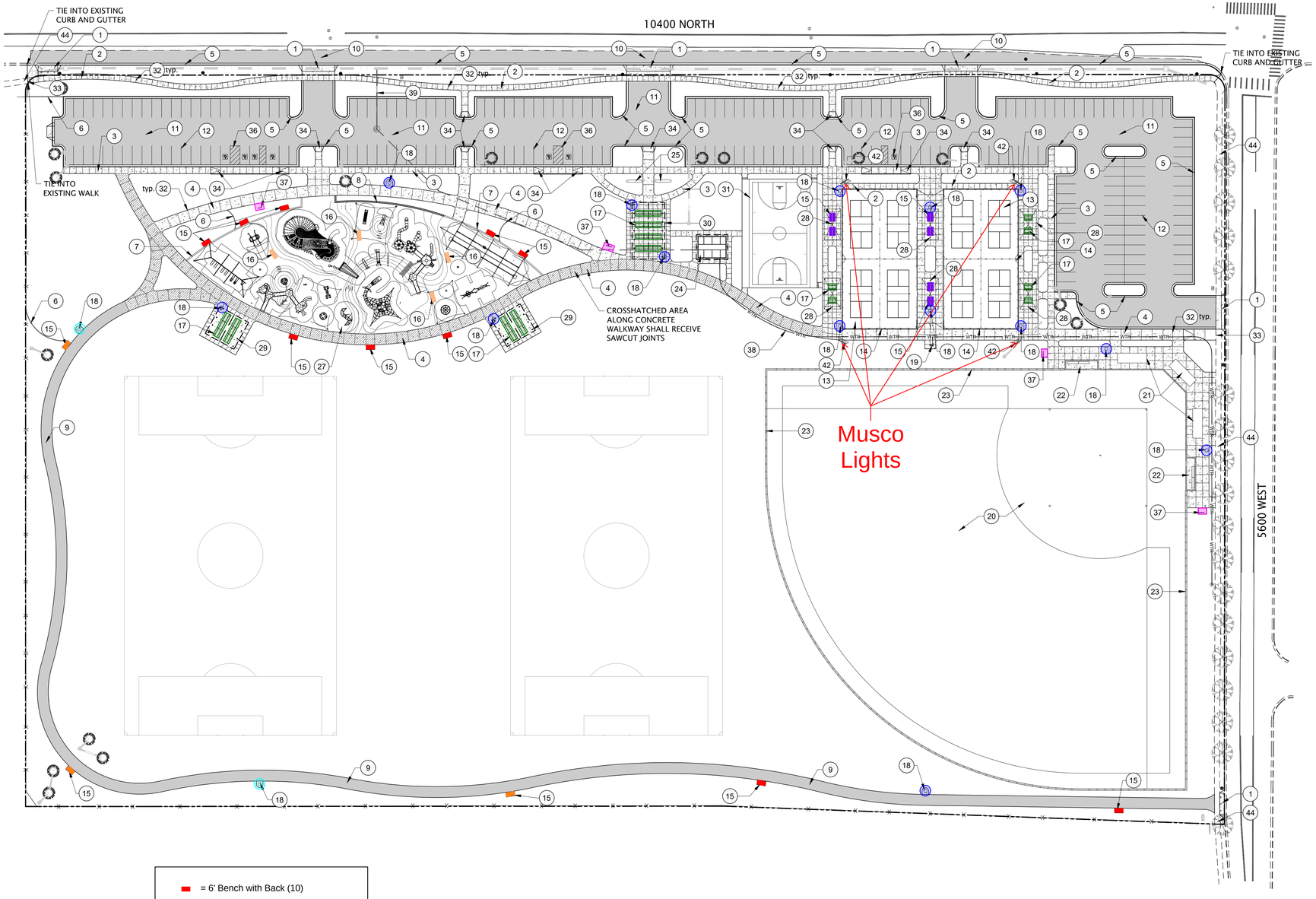
Notes

Quote is based on:

- Shipment of entire project together to one location.
- Structural code and wind speed = 2018 , 105 mi/h, Exposure C, Importance Factor 1.0.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Includes supply and installation of Musco system including underground wiring and conduit, service entrance panel board, and controls by a licensed contractor.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Aaron Klinge
Sales Representative
Musco Sports Lighting, LLC
Phone: 435-659-9530
E-mail: aaron.klinge@musco.com



= 6' Bench with Back (10)
= 6' Bench with Back, Future Order (3)
= 8' Bench with Back (12)
= 8' Backless Bench (4)
= Trash Receptacle (14)
= Trash Receptacle, Future Order (2)
= Picnic Table (30), 24 Already Ordered
= Loop Bike Rack (9)

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	DETAIL
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6	6" CONCRETE EDGER	2/SP5.3
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35	PEDESTRIAN CROSSING	SEE CIVIL
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37	BIKE RACK	--
38	WATER LINE	SEE CIVIL
39	SEWER LINE	SEE CIVIL
40	STORM LINE	SEE CIVIL
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42	PICKLEBALL COURT LIGHT	SEE ELECTRICAL
43	OVERHEAD LIGHT	SEE ELECTRICAL
44	EXISTING CONCRETE WALK TO REMAIN	--

EXISTING TREE TO REMAIN AND BE PROTECTED

SCALE: 1" = 50'

0' 25' 50' 100' 150'

CONFORMANCE SET

blu line designs
planning | landscape architecture | design
8719 S. Sandy Parkway
Sandy, UT 84070
p 801.913.7994

OWNER:
HIGHLAND CITY
5400 W CIVIC CENTER DRIVE
HIGHLAND, UT 84003

CONTACT:
ANDY SPENCER
PH: 801-772-4508

HIGHLAND CITY

HIGHLAND CITY MOUNTAIN RIDGE PARK

10400 N 5600 W
HIGHLAND, UT 84003

REVISIONS

NO.	yy/mm/dd	DESCRIPTION
1	10/28/22	LARGE PAVILION, & FURNISHINGS

Stamp

STATE OF UTAH
CORY A. SHUPE
No. 5410044-5301
09/19/22
Licensed Landscape Architect

Designed By:	RBD
Drawn By:	BP
Date:	09.19.22
Checked By:	CAS
Project No:	18-224

Drawing Title
OVERALL SITE PLAN

Drawing number
SP1.0

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #11

DATE: November 1, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Andy Spencer, City Engineer/Public Works Director

SUBJECT: **ACTION:** Award of contract to Mountainland Supply for the purchase of PI Meter Fittings.

TYPE: **GENERAL CITY MANAGEMENT**

PURPOSE:

The City Council will consider an award the bid for the PI meter fittings for the City-wide PI meter installation project. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION:

City Council has previously been notified of received grant funding through the Bureau of Reclamation and Utah State Department of Water Resources for the installation of PI meters and provided direction to proceed with preparations for the PI meter project.

Project Funding		
BOR Water Smart Grant	$2,000,000	(requires 1:1 local match)
State of Utah Grant	$5,000,000	(requires 30% local match)
Highland City	$2,800,000	
Current Anticipated Cost	$9,800,000	

The approved FY23 budget includes $3,753,500 in 53-40-60, PI Capital Expenses/Projects. A portion of this funding (approximately $1M) is intended for PI meters in FY23. The utility rate study included funding in the forthcoming successive budget years of approximately $1M per year.

BACKGROUND:

Recent state legislative action requires that all secondary water be metered. Highland City has pursued funding sources for the PI meter project. The next step in the process is to commence with contracting the necessary materials for the project.

On Thursday, October 20th, bids were received from 2 vendors for the PI Meter Fittings bid. Bidding was solicited through the Utah State Procurement website (Sciquest). These fittings will be installed in connection with the PI Meter project and include parts such as valves, brass fittings, valve boxes, etc. The 2 bids received came from Ferguson

Enterprises ($2,055,716.85) and Mountainland Supply ($1,997,555.53). There were anomalies in each bid that required follow-up and clarification. Quantities were conservatively estimated with the intent that extra parts would be returned. Orders will be received in 3 drop shipments beginning in July 2023.

Ordering materials at this time is essential in that the 'Build America, Buy American' domestic requirement as part of the Bureau of Reclamation funding grant would not apply before January 1, 2023. This requirement stipulates that all materials purchased and used by these grant monies be manufactured and sourced solely in the United States. With much of the materials being manufactured outside of the United States, this can present difficulties in acquiring suitable amounts of product.

Total cost for the PI meter fittings is $1,997,555.53. Staff requests a contingency approval of $200,000 (roughly 10%) for a total funding of $2,197,555.

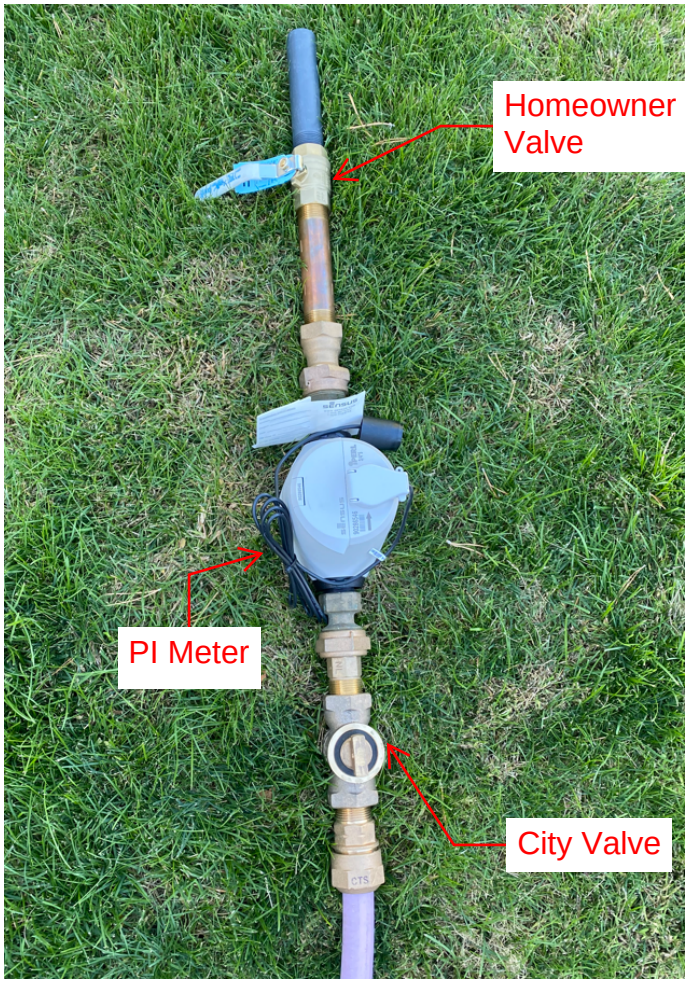
FISCAL IMPACT:
The cost of this purchase is not to exceed $2,197,555. Funding for this expense will be taken from GL 53-40-50, PI Meter Grant within the FY23 budget. Funds will be transferred to this account as they are received from the grant sources with the commensurate local match being transferred from the capital account 53-40-60.

STAFF RECOMMENDATION:
Staff recommends approval and award of a contract for the purchase of PI Meter Fittings to Mountainland Supply.

MOTION TO APPROVE:
I move that City Council approve the purchase of PI Meter Fittings in accordance with the bid submitted by Mountainland Supply in a contract amount up to $2,197,555 and authorize the City Administrator to sign the necessary contract documents.

ATTACHMENTS:

1. Picture of parts City will provide to contractor
2. Bid tab for the PI Meter Fittings
3. Bids from each vendor



Parts to be provided by Highland City to installation PI meter installation contractor

HIGHLAND CITY - PI METER FITTINGS
BID SCHEDULE - REV 10-19-22

NO.	DESCRIPTION	QUANTITY	UNIT	FERGUSON UNIT PRICE	FERGUSON AMOUNT	MOUNTAINLAND UNIT PRICE	MOUNTAINLAND AMOUNT	CITY UNIT PRICE
	MALE ADAPTERS							
1.	**3/4" BRASS MALE ADAPTER** Ford# C84-33-Q-NL	500	EA	$16.25	$8,125.00	$16.42	$8,212.00	
2.	**1" BRASS MALE ADAPTER** Ford# C84-44-Q-NL	9,650	EA	$19.15	$184,797.50	$19.46	$187,760.05	$26.22
3.	**1-1/4" BRASS MALE ADAPTER** Ford# C84-55-Q-NL	2,080	EA	$36.65	$76,232.00	$37.20	$77,367.68	
4.	**1-1/2" BRASS MALE ADAPTER** Ford# C84-66-Q-NL	1,560	EA	$52.80	$82,368.00	$53.29	$83,138.64	
5.	**2" BRASS MALE ADAPTER** Ford# C84-77-Q-NL	120	EA	$76.95	$9,234.00	$77.65	$9,318.24	
	METER MALE ADAPTERS							
6.	**3/4" BRASS METER MALE ADAPTER** Ford# C38-23-2-75-NL	400	EA	$11.75	$4,700.00	$11.89	$4,756.40	
7.	**1" BRASS METER MALE ADAPTER** Ford# C38-24-2-5-NL	4,180	EA	$16.35	$68,343.00	$16.61	$69,425.62	$21.52
8.	**1-1/2" BRASS METER MALE ADAPTER** Ford# CF38-66-2-Nl	60	EA	$50.80	$3,048.00	$51.30	$3,078.24	
9.	**2" BRASS METER MALE ADAPTER** Ford# CF38-77-2-125	100	EA	$67.80	$6,780.00	$68.45	$6,844.60	
	METER FEMALE ADAPTERS							
10.	**3/4" BRASS METER FEMALE ADAPTEF** Ford# C31-23-NL	400	EA	$15.45	$6,180.00	$15.62	$6,248.00	
11.	**1" BRASS METER FEMALE ADAPTER** Ford# C31-44-NL	4,180	EA	$22.20	$92,796.00	$22.53	$94,187.94	$30.37
12.	**1-1/2" BRASS METER FEMALE ADAPTI** Ford#CF31-66-NL	60	EA	$47.05	$2,823.00	$47.49	$2,849.34	
13.	**2" BRASS METER FEMALE ADAPTER** Ford#CF31-77-NL	100	EA	$61.40	$6,140.00	$62.00	$6,200.00	
	BRASS NIPPLE							
14.	**3/4" x 6" NPT Brass**	400	EA	$7.20	$2,880.00	$10.67	$4,266.80	
15.	**1" x 6 " NPT Brass**	4,180	EA	$10.30	$43,054.00	$15.57	$65,070.06	$16.69
16.	**1-1/2 " x 6" NPT Brass**	60	EA	$17.25	$1,035.00	$27.42	$1,645.32	
17.	**2" x 6" NPT Brass**	100	EA	$22.15	$2,215.00	$35.26	$3,525.60	

HIGHLAND CITY - PI METER FITTINGS
BID SCHEDULE - REV 10-19-22

NO.	DESCRIPTION	QUANTITY	UNIT	FERGUSON UNIT PRICE	FERGUSON AMOUNT	MOUNTAINLAND UNIT PRICE	MOUNTAINLAND AMOUNT	CITY UNIT PRICE
	THREADED BRASS TEE							
18.	**1" NPT Brass**	50	EA	$28.15	$1,407.50	$14.47	$723.35	
19.	**1-1/4" NPT Brass**	1,500	EA	$41.20	$61,800.00	$20.31	$30,466.50	
20.	**1-1/2" NPT Brass**	1,500	EA	$46.55	$69,825.00	$27.94	$41,916.00	
21.	**2" NPT Brass**	20	EA	$78.90	$1,578.00	$45.78	$915.56	
	BRASS REDUCER BUSHINGS							
22.	**3/4" x 1" NPT Brass**	100	EA	$9.30	$930.00	$5.36	$535.60	
23.	**1" x 1-1/4" NPT Brass**	3,580	EA	$16.60	$59,428.00	$9.12	$32,656.76	
24.	**1" x 1-1/2" NPT Brass**	3,000	EA	$23.60	$70,800.00	$11.69	$35,067.00	
25.	**1-1/2" x 2" NPT Brass**	40	EA	$29.80	$1,192.00	$17.29	$691.56	
	BRASS THREADED CLOSE NIPPLES							
26.	**3/4" CLOSE NIPPLES**	25	EA	$2.30	$57.50	$3.31	$82.78	
27.	**1" CLOSE NIPPLES**	750	EA	$3.30	$2,475.00	$4.89	$3,666.75	
	UNION							
28.	**3/4" UNIION** Ford # C44-33-q-NL	100	EA	$19.80	$1,980.00	$20.00	$2,000.00	
29.	**1" UNION** Ford # C44-44-Q-NL	100	EA	$22.65	$2,265.00	$22.88	$2,288.00	
30.	**1-1/4" UNION** Ford # C44-55-Q-NL	50	EA	$39.15	$1,957.50	$39.51	$1,975.55	
31.	**1-1/2" UNION** Ford # C44-66-Q-NL	20	EA	$75.90	$1,518.00	$79.59	$1,591.74	
32.	**2" UNION** Ford # C44-77-Q-NL	25	EA	$102.40	$2,560.00	$103.38	$2,584.50	
	STOP & WASTE VALVES							
33.	**3/4" STOP & WASTE** Mueller H-10284 3/4"	400	EA	$68.30	$27,320.00	$61.89	$24,756.40	
34.	**1" STOP & WASTE** Mueller H-10284 1"	3,600	EA	$104.00	$374,400.00	$113.99	$410,360.40	$137.63
35.	**1-1/4" STOP & WASTE** Mueller H-10284 1-1/4"	580	EA	$169.30	$98,194.00	$168.51	$97,736.38	
36.	**1-1/2" STOP & WASTE** Mueller H-10284 1-1/2"	60	EA	$210.50	$12,630.00	$190.80	$11,448.24	
37.	**2" STOP & WASTE** Mueller H-10284 2"	100	EA	$301.00	$30,100.00	$295.14	$29,514.10	

HIGHLAND CITY - PI METER FITTINGS
BID SCHEDULE - REV 10-19-22

NO.	DESCRIPTION	QUANTITY	UNIT	FERGUSON UNIT PRICE	FERGUSON AMOUNT	MOUNTAINLAND UNIT PRICE	MOUNTAINLAND AMOUNT	CITY UNIT PRICE
BRASS VALL VALVES								
38.	**3/4" BALL VALVE - NPT FIP X FIP**	300	EA	$22.80	$6,840.00	$24.25	$7,274.10	
39.	**1" BALL VALVE - NPT FIP X FIP**	2,300	EA	$28.30	$65,090.00	$30.66	$70,515.70	
40.	**1-1/2" BALL VALVE - NPT FIP X FIP**	60	EA	$86.15	$5,169.00	$94.92	$5,695.08	
41.	**2" BALL VALVE - NPT FIP X FIP**	100	EA	$130.10	$13,010.00	$141.68	$14,168.20	
CARSON VALVE BOXES								
42.	**MEDIUM RECTANGULAR VALVE BOX** Carson 1220-12	5,267	EA	$69.75	$367,373.25	$69.83	$367,773.54	$85.00
43.	**LARGE RECTANGULAR VALVE BOX** Carson 1324-15	69	EA	$175.40	$12,102.60	$171.99	$11,867.38	
44.	**X-LARGE RECTANGULAR VALVE BOX** Carson 1730-18	115	EA	$337.20	$38,778.00	$330.67	$38,026.48	
45.	**MEDIUM ROUND VALVE BOX** Carson 910-10	2,600	EA	$24.55	$63,830.00	$24.36	$63,333.40	
46.	**LARGE ROUND VALVE BOX** Carson 910-18	60	EA	$55.90	$3,354.00	$54.83	$3,289.68	
47.	**X-LARGE ROUND VALVE BOX** Carson 2200-18	100	EA	$115.10	$11,510.00	$112.88	$11,287.80	
48.	**LOCKING BOLT FOR CARSON 1220 VA** Carson 80002006	4,580	EA	$7.95	$36,411.00	$7.78	$35,646.14	
			TOTAL BID AMOUNT		$2,046,636	**. BID AMOUNT**	$1,993,749	

ADDITIVE/ALTERNATE BID ITEMS

STOP & WASTE VALVES								
A1	**3/4" STOP & WASTE** Ford BC11-333SW-NL 3/4"	400	EA	$67.94	$27,176.00	$70.85	$28,339.20	
A2	**1" STOP & WASTE** Ford BC11-444SW-NL 1"	3,600	EA	$99.90	$359,640.00	$102.10	$367,552.80	
A3	**1-1/4" STOP & WASTE** Ford BC11-555SW-NL 1-1/4"	580	EA	$169.30	$98,194.00	$256.29	$148,649.94	
A4	**1-1/2" STOP & WASTE** Ford B11-666SW-NL 1-1/2"	60	EA	$209.94	$12,596.40	$223.14	$13,388.46	
A5	**2" STOP & WASTE** Ford BC11-777SW-NL 2"	100	EA	$299.60	$29,960.00	$306.15	$30,615.20	
6" PVC SCH 80 TOE NIPPLE								
A6	**3/4" SCH 80 - 6" TOE NIPPLE**	300	EA	$3.00	$900.00	$0.63	$189.30	
A7	**1" SCH 80 - 6" TOE NIPPLE**	2,300	EA	$3.15	$7,245.00	$1.40	$3,220.00	
A8	**1-1/2" SCH 80 - 6" TOE NIPPLE**	60	EA	$4.85	$291.00	$2.18	$131.04	

HIGHLAND CITY - PI METER FITTINGS
BID SCHEDULE - REV 10-19-22

				FERGUSON		MOUNTAINLAND		CITY
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE
A9	2" SCH 80 - 6" TOE NIPPLE	100	EA	$6.45	$645.00	$2.66	$266.00	
	TOTAL PVC NIPPLE BID AMOUNT				$9,081.00		$3,806.34	
	TOTAL BID AMOUNT + PVC TOE NIPPLES				$2,055,716.85		$1,997,555.53	
	LEAST COST BID AMOUNT W/ALTS + PVC TOE NIPPLES				$2,040,783.25		$1,954,747.93	

MOUNTAINLAND SUPPLY

Collin Rasmussen – [signature]

HIGHLAND CITY - PI METER FITTINGS
BID SCHEDULE - REV 10-19-22

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	MALE ADAPTERS				
1.	**3/4" BRASS MALE ADAPTER** Ford# C84-33-Q-NL	500	EA	$ 17.988	$ 8,994.05
2.	**1" BRASS MALE ADAPTER** Ford# C84-44-Q-NL	9,650	EA	$ 21.31	$ 205,636.68
3.	**1-1/4" BRASS MALE ADAPTER** Ford# C84-55-Q-NL	2,080	EA	$ 40.738	$ 84,735.25
4.	**1-1/2" BRASS MALE ADAPTER** Ford# C84-66-Q-NL	1,560	EA	$ 58,369	$ 91,055.64
5.	**2" BRASS MALE ADAPTER** Ford# C84-77-Q-NL	120	EA	$ 85,048	$ 10,205.71
	METER MALE ADAPTERS				
6.	**3/4" BRASS METER MALE ADAPTER** Ford# C38-23-2-75-NL	400	EA	$ 13.024	$ 5,209.52
7.	**1" BRASS METER MALE ADAPTER** Ford# C38-24-2-5-NL	4,180	EA	$ 18,191	$ 76,036.29
8.	**1-1/2" BRASS METER MALE ADAPTER** Ford# CF38-66-2-NI	60	EA	$ 56.191	$ 3371.43
9.	**2" BRASS METER MALE ADAPTER** Ford# CF38-77-2-125	100	EA	$ 74.964	$ 7,496.43
	METER FEMALE ADAPTERS				
10.	**3/4" BRASS METER FEMALE ADAPTER** Ford# C31-23-NL	400	EA	$ 17.107	$ 6,842.84
11.	**1" BRASS METER FEMALE ADAPTER** Ford# C31-44-NL	4,180	EA	$ 24.679	$ 103,156.55
12.	**1-1/2" BRASS METER FEMALE ADAPTER** Ford#CF31-66-NL	60	EA	$ 52.012	$ 3,120.71
13.	**2" BRASS METER FEMALE ADAPTER** Ford#CF31-77-NL	100	EA	$ 67.905	$ 6,790.48
	BRASS NIPPLE				
14.	**3/4" x 6" NPT Brass**	400	EA	$ 10.667	$ 4,266.67
15.	**1" x 6 " NPT Brass**	4,180	EA	$ 15.567	$ 65,068.67
16.	**1-1/2 " x 6" NPT Brass**	60	EA	$ 27.422	$ 1,645.33
17.	**2" x 6" NPT Brass**	100	EA	$ 35.256	$ 3525.56

HIGHLAND CITY - PI METER FITTINGS
BID SCHEDULE - REV 10-19-22

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	THREADED BRASS TEE				
18.	**1" NPT Brass**	50	EA	$ 14.467	$ 723.33
19.	**1-1/4" NPT Brass**	1,500	EA	$ 20.311	$ 30,466.67
20.	**1-1/2" NPT Brass**	1,500	EA	$ 27.944	$ 41,916.67
21.	**2" NPT Brass**	20	EA	$ 45.778	$ 915.56
	BRASS REDUCER BUSHINGS				
22.	**3/4" x 1" NPT Brass**	100	EA	$ 5.356	$ 535.56
23.	**1" x 1-1/4" NPT Brass**	3,580	EA	$ 9.122	$ 32,657.56
24.	**1" x 1-1/2" NPT Brass**	3,000	EA	$ 11.689	$ 35,066.67
25.	**1-1/2" x 2" NPT Brass**	40	EA	$ 17.289	$ 691.56
	BRASS THREADED CLOSE NIPPLES				
26.	**3/4" CLOSE NIPPLES**	25	EA	$ 3.311	$ 82.78
27.	**1" CLOSE NIPPLES**	750	EA	$ 4.889	$ 3,666.67
	UNION				
28.	**3/4" UNIION** Ford # C44-33-q-NL	100	EA	$ 21.905	$ 2190.48
29.	**1" UNION** Ford # C44-44-Q-NL	100	EA	$ 25.060	$ 2,505.95
30.	**1-1/4" UNION** Ford # C44-55-Q-NL	50	EA	$ 43.274	$ 2,163.69
31.	**1-1/2" UNION** Ford # C44-66-Q-NL	20	EA	$ 83.811	$ 1677.62
32.	**2" UNION** Ford # C44-77-Q-NL	25	EA	$ 113.226	$ 2830.66
	STOP & WASTE VALVES				
33.	**3/4" STOP & WASTE** Mueller H-10284 3/4"	400	EA	$ 61.891	$ 24,756.52
34.	**1" STOP & WASTE** Mueller H-10284 1"	3,600	EA	$ 113.989	$ 410,360.76
35.	**1-1/4" STOP & WASTE** Mueller H-10284 1-1/4"	580	EA	$ 168.511	$ 97,736.32
36.	**1-1/2" STOP & WASTE** Mueller H-10284 1-1/2"	60	EA	$ 190.804	$ 11,448.26
37.	**2" STOP & WASTE** Mueller H-10284 2"	100	EA	$ 295.141	$ 29,514.13

HIGHLAND CITY - PI METER FITTINGS
BID SCHEDULE - REV 10-19-22

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
BRASS VALL VALVES					
38.	3/4" BALL VALVE - NPT FIP X FIP	300	EA	$ 24.247	$ 7,274.12
39.	1" BALL VALVE - NPT FIP X FIP	2,300	EA	$ 30.659	$ 70,515.29
40.	1-1/2" BALL VALVE - NPT FIP X FIP	60	EA	$ 94.918	$ 5695.06
41.	2" BALL VALVE - NPT FIP X FIP	100	EA	$ 141.682	$ 14,168.24
CARSON VALVE BOXES					
42.	MEDIUM RECTANGULAR VALVE BOX Carson 1220-12	5,267	EA	$ 69.826	$ 367,774.07
43.	LARGE RECTANGULAR VALVE BOX Carson 1324-15	69	EA	$ 171.991	$ 11,867.40
44.	X-LARGE RECTANGULAR VALVE BOX Carson 1730-18	115	EA	$ 330.665	$ 38,026.50
45.	MEDIUM ROUND VALVE BOX Carson 910-10	2,600	EA	$ 24.359	$ 63,332.62
46.	LARGE ROUND VALVE BOX Carson 910-18	60	EA	$ 54.828	$ 3,289.70
47.	X-LARGE ROUND VALVE BOX Carson 2200-18	100	EA	$ 112.878	$ 11,287.83
48.	LOCKING BOLT FOR CARSON 1220 VALVE BOX Carson 80002006	4,580	EA	$ 7.783	$ 35,644.31
				TOTAL BID AMOUNT	$ 2,047,940.37

ADDITIVE/ALTERNATE BID ITEMS

STOP & WASTE VALVES					
A1	3/4" STOP & WASTE Ford BC11-333SW-NL 3/4"	400	EA	$ 77.595	$ 31,038.08
A2	1" STOP & WASTE Ford BC11-444SW-NL 1"	3,600	EA	$ 111.821	$ 402,557.04
A3	1-1/4" STOP & WASTE Ford BC11-555SW-NL 1-1/4"	580	EA	$ 169.006	$ 98,023.48
A4	1-1/2" STOP & WASTE Ford B11-666SW-NL 1-1/2"	60	EA	$ 244.393	$ 14,663.57
A5	2" STOP & WASTE Ford BC11-777SW-NL 2"	100	EA	$ 335.310	$ 33,530.95
6" PVC SCH 80 TOE NIPPLE					
A6	3/4" SCH 80 - ~~6~~ TOE NIPPLE 4" CR	300	EA	$ .631	$ 189.20
A7	1" SCH 80 - 6" TOE NIPPLE	2,300	EA	$ 1.40	$ 3,220.00

HIGHLAND CITY - PI METER FITTINGS
BID SCHEDULE - REV 10-19-22

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A8	1-1/2" SCH 80 - 6" TOE NIPPLE	60	EA	$ 2.184	$ 131.04
A9	2" SCH 80 - 6" TOE NIPPLE	100	EA	$ 2.660	$ 266.00

DELIVER 1/3 OF EACH BID ITEM COMPLETE	DATE	By End of June 2023
DELIVER 2/3 OF EACH BID ITEM COMPLETE	DATE	By End of Dec 2023
FINAL DELIVER OF ALL MATERIALS	DATE	By End of June 2024

DOCUMENT 00100
INVITATION TO BID

PART 1 GENERAL

1.1 SUPPLIER CONTRACT

A. Qualified Bidders are invited to bid on the Material Supply Contract known as ***Highland PI Meter Fittings.***

B. The location of the Project is ***Highland, Utah.***

C. The work to be performed consists of furnishing and delivering the fittings and appurtenances thereto as included in the Contract Documents. The Work generally includes, but is not limited to, the following:

Furnishing and delivery of brass fittings (3/4" to 2") and valve boxes to be used with Highland City's overall PI Meter Project. Supplier shall be responsible for the unloading of the materials in a location specified by the City. Supplier warehouse to be located a minimum of 80-miles from Highland City.

D. All questions relative to the project shall be submitted via email to the Engineer Tavis Timothy, PE – tavis@b-t-eng.com or on the Utah Public Procurement Place (U3P, formerly known as SciQuest) website. Questions received after October 19 at 2:00 p.m. (one day prior to the date for opening of Bids) may not be answered.

1.2 BID LOCATION AND OPENING

A. Separate sealed bids or a bid delivered via email will be received by the OWNER in their office located at 5400 W Civic Center Dr, Suite 1, Highland, Utah 84003 until ***2:00 p.m. on Thursday, October 20, 2022*** and then at said office publicly opened and read aloud. Sealed hand delivered bids shall be addressed and delivered to Highland City Recorder, prior to the Bid Opening. Emailed bids shall be sent to both joann@highlandcity.org and tavis@b-t-eng.com, prior to the Bid Opening.

B. On the outside of the envelope, or on the subject line of the email, the bidder shall indicate the Contract title, the name of the Bidder, and the date and time of Bid opening.

1.3 BID SECURITY

A. A bid bond is not required for this invitation.

1.4 PRE-BID CONFERENCE

A. A Pre-Bid Conference will not be held for this project.

1.5 DELIVERY SCHEDULE

A. Delivery of 1/3 of materials (1/3 of each bid item) is required by July 1, 2023 the next 1/3 of materials (1/3 of each bid item) is required by January 1, 2023 and the final delivery shall be by July 1, 2021. However, on the bid schedule the supplier may provide a revised schedule should materials be available sooner than above-mentioned schedule.

1.6 EXAMINATION AND PROCUREMENT OF DOCUMENTS

A. CONTRACT DOCUMENTS will be provided via the Utah Public Procurement Place (U3P, formerly known as SciQuest) website and the City's website

1.7 RIGHT TO REJECT BIDS

A. The OWNER reserves the right to reject any or all bids; or to accept or reject the whole or any part of any bid; or to waive any informality or technicality in any bid in the best interest of the OWNER. Only bids giving a firm quotation properly signed will be accepted.

1.8 VALIDITY PERIOD FOR BIDS

A. Bids shall remain valid for 30 days after the day of Bid opening.

END OF DOCUMENT

DOCUMENT 00200
INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

ARTICLE 1 - DEFINED TERMS

1.1 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents will be provided via the Utah Public Procurement Place (U3P, formerly known as SciQuest) website and on the City's Website at https://www.highlandcity.org/202/Bidding

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.1 In selecting the lowest responsible BIDDER, consideration will be given not only to the financial standing but also to the general competency of the BIDDER for the performance of the work covered by the BID.

3.2 Consideration will be given to the Suppliers ability to provide materials for the project on schedule. The Owner reserves the right to reject the BID from a Supplier which does not have the established financial standing, previous experience of similar projects, or the equipment and work force to complete the project on schedule.

3.3 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, present commitments, and such other data.

A. **In order to be considered qualified for this project Supplier must have an active warehouse within 80-miles of Highland City.**

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.1 It is the responsibility of each Bidder before submitting a Bid to:

A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

C. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

D. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.1 A pre-Bid conference will not be held for this project.

ARTICLE 6 - SITE AND OTHER AREAS

6.1 N/A

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.1 All questions about the meaning or intent of the Bidding Documents are to be submitted via email to Engineer Tavis Timothy, PE – tavis@b-t-eng.com or submitted online through the Utah Public Procurement Place (U3P, formerly known as SciQuest) website. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded by Engineer as having

ARTICLE 13 - PREPARATION OF BID

13.0 The Bid form is included with the Bidding Documents.

13.2 All blanks on the Bid form shall be completed in ink/or type and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid From. A Bid price shall be indicated for each Bid item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.3 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form.

13.4 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.

13.5 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.6 A Bid by an individual shall show the Bidder's name and business address.

13.7 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be provided on the Bid Form.

13.8 All names shall be printed in ink below the signatures.

13.9 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form.

13.10 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state or locality where the Project is located or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARSION OF BIDS

14.1 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all bid prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.2 Allowances

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Supplier's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 - SUBMITTAL OF BID

15.1 The Bid Form is to be completed and submitted with all the attachments outlined in Article 7 of the Bid Form.

15.2 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in a sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name of Bidder, and shall be accompanied by the Bid and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bid. A mailed Bid shall be addressed to Owner at address in Article 1.01 of Bid Form. If a Bid is sent via email it shall be addressed as outlined per the Invitation to Bid.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.1 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.2 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may

withdraw its Bid. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

17.1 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.1 All Bids will remain subject to acceptance for the period of time stated in the Bid Form.

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

19.1 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.2 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.3 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.4 In evaluating Bidders, Owner will consider the qualifications and location of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.5 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents.

19.6 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the bid form, factors

such as additive alternate bids, discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is offered the award.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

NA

ARTICLE 21 - SIGNING OF AGREEMENT

21.1 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of documents.

ARTICLE 22 -RETURN OF MATERIALS

22.1 At the Owners Sole Discretion they may return unused and in new condition, fittings and materials to the Supplier with no stocking fee and full price refund per the prices found within the Bid Schedule.

ARTICLE 23 – BUY AMERICA DOMESTIC PROCUREMENT PREFERENCE

23.1 This project is being partially funded by Federal monies and as such required to comply with the Buy America Domestic Procurement Preference. The following is provided for information:

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless

another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Definitions

"Construction materials" includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- Drywall.

"Construction Materials" does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

''Project'' means the construction, alteration, maintenance, or repair of infrastructure in the United States

END OF DOCUMENT

DOCUMENT 00400
BID FORM

Project Identification:
HIGHLAND CITY – PI METER FITTINGS

ARTICLE 1 - BID RECIPIENT

1.1 This Bid Is Submitted To: **HIGHLAND CITY**

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.1 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	10/19/22

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

F. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.1 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.1.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

It is understood that all drillers have different diameter tooling and approaches. The diameters given are approximate. Each driller will submit his tooling size with his bid. Drillers are free to bid project with a different approach with an explanation of why they feel their approach is acceptable.

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) within the attached Bid Schedule: HIGHLAND CITY – PI METER FITTINGS, BID SCHEDULE

Unit Prices have been computed in accordance with paragraph 13.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the contract Documents.

ARTICLE 6 - TIME OF COMPLETION

6.1 Bidder agrees that the materials will be delivered and will be completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated on the Bid Schedule or as found in Acticle 9 of Instructions to Bidder.

6.2 Bidder accepts the provisions of the Agreement and Instruction to Bidder as to liquidated damage.

ARTICLE 7 - ATTACHEMENTS TO THIS BID

7.1 The following documents are attached to and made a condition of the Bid:

A. Bid Schedule

ARTICLE 8 - DEFINED TERMS

8.1 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.1 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____ SEAL, if required by State

By: _____
(Individual's signature)

Doing business as:

_____

A Partnership

Partnership Name: _____ SEAL, if required by State

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed):

_____

A Corporation

Corporation Name: Ferguson Enterprises

State or Jurisdiction of Incorporation: Virginia

Type (General Business, Profession, Service, Limited Liability):
Limited Liability Company

By: Scott Gregory
(Signature -- attach evidence of authority to sign)

Name (typed or printed):
Scott Gregory

Title: General Manager

Attest See Certificate
(Signature of Corporate Secretary)

Date of Qualification to do business in _____ [State or other jurisdiction where Project is located] is ___/___/_____

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____ SEAL, if required by State

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed):
_____

Title: _____

Second Joint Venture Name: _____ SEAL, if required by State

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed):
_____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

Bidder's Business address: _____

_____

Business Phone No. (_____)_____

Business FAX No. (_____)_____

Business E-Mail Address
_____

State Contractor License No. _____. (If applicable)

Employer's Tax ID No. _____

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

_____

_____

9.2 Bid submitted on _____, 20___.

ADDENDUM #1

PLANS, BIDDING DOCUMENTS, AND TECHNICAL SPECIFICATIONS FOR HIGHLAND CITY PI METER FITTINGS

BID OPENING DATE: OCTOBER 20, 2022 @ 2:00 PM

October 19, 2022

TO: ALL PLAN HOLDERS

The following clarifications, changes, additions, and/or deletions are hereby made a part of the above-listed project as fully and completely as if the same were set forth therein. Contractors bidding the project shall conform to these revisions and acknowledge receipt of this Addendum on the Bid Form.

GENERAL INFORMATION & CLARIFICATIONS

A1.1 The City will allow Mueller fittings to be bid with the project as long as they are 'as equal' to the Ford fitting identified.

A1.2 A revised bid schedule is attached that includes additive alternate items. These additive items are non-mandatory for providing a price due to timing.

A1.3 A Ford Stop and Waste Valve has been added as an additive alternate item within the Revised Bid Schedule.

BIDDING REQUIREMENTS

A1.4 DOCUMENT 00100 – Invitation to Bid

Replace Paragraph 1.5.A. with the following:

> Delivery of 1/3 of materials (1/3 of each bid item) is required by July 1, 2023 the next 1/3 of materials (1/3 of each bid item) is required by January 1, 2024 and the final delivery shall be by July 1, 2024. However, on the bid schedule the supplier may provide a revised schedule should materials be available sooner than above-mentioned schedule.

HIGHLAND CITY - PI METER FITTINGS
BID SCHEDULE - REV 10-19-22

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
MALE ADAPTERS					
1.	**3/4" BRASS MALE ADAPTER** Ford# C84-33-Q-NL	500	EA	$ 16.25	$ 8125.00
2.	**1" BRASS MALE ADAPTER** Ford# C84-44-Q-NL	9,650	EA	$ 19.15	$ 184,797.50
3.	**1-1/4" BRASS MALE ADAPTER** Ford# C84-55-Q-NL	2,080	EA	$ 36.65	$ 76,232.00
4.	**1-1/2" BRASS MALE ADAPTER** Ford# C84-66-Q-NL	1,560	EA	$ 52.80	$ 82,368.00
5.	**2" BRASS MALE ADAPTER** Ford# C84-77-Q-NL	120	EA	$ 76.95	$ 9,234.00
METER MALE ADAPTERS					
6.	**3/4" BRASS METER MALE ADAPTER** Ford# C38-23-2-75-NL	400	EA	$ 11.75	$ 4700.00
7.	**1" BRASS METER MALE ADAPTER** Ford# C38-24-2-5-NL	4,180	EA	$ 16.35	$ 68,343.00
8.	**1-1/2" BRASS METER MALE ADAPTER** Ford# CF38-66-2-NI	60	EA	$ 50.80	$ 3048.00
9.	**2" BRASS METER MALE ADAPTER** Ford# CF38-77-2-125	100	EA	$ 67.80	$ 6780.00
METER FEMALE ADAPTERS					
10.	**3/4" BRASS METER FEMALE ADAPTER** Ford# C31-23-NL	400	EA	$ 15.45	$ 6180.00
11.	**1" BRASS METER FEMALE ADAPTER** Ford# C31-44-NL	4,180	EA	$ 22.20	$ 92,796.00
12.	**1-1/2" BRASS METER FEMALE ADAPTER** Ford#CF31-66-NL	60	EA	$ 47.05	$ 2823.00
13.	**2" BRASS METER FEMALE ADAPTER** Ford#CF31-77-NL	100	EA	$ 61.40	$ 6140.00
BRASS NIPPLE					
14.	**3/4" x 6" NPT Brass**	400	EA	$ 7.20	$ 2880.00
15.	**1" x 6 " NPT Brass**	4,180	EA	$ 10.30	$ 43,054.00
16.	**1-1/2 " x 6" NPT Brass**	60	EA	$ 17.25	$ 1035.00
17.	**2" x 6" NPT Brass**	100	EA	$ 22.15	$ 2215.00

HIGHLAND CITY - PI METER FITTINGS
BID SCHEDULE - REV 10-19-22

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
BRASS VALL VALVES					
38.	3/4" BALL VALVE - NPT FIP X FIP	300	EA	$ 22.80	$ 6840.00
39.	1" BALL VALVE - NPT FIP X FIP	2,300	EA	$ 28.30	$ 65,090.00
40.	1-1/2" BALL VALVE - NPT FIP X FIP	60	EA	$ 86.15	$ 5169.00
41.	2" BALL VALVE - NPT FIP X FIP	100	EA	$ 130.10	$ 13,010.00
CARSON VALVE BOXES					
42.	MEDIUM RECTANGULAR VALVE BOX Carson 1220-12	5,267	EA	$ 69.75	$ 367,373.25
43.	LARGE RECTANGULAR VALVE BOX Carson 1324-15	69	EA	$ 175.40	$ 12,102.60
44.	X-LARGE RECTANGULAR VALVE BOX Carson 1730-18	115	EA	$ 337.20	$ 38,778.00
45.	MEDIUM ROUND VALVE BOX Carson 910-10	2,600	EA	$ 24.55	$ 63,830.00
46.	LARGE ROUND VALVE BOX Carson 910-18	60	EA	$ 55.90	$ 3354.00
47.	X-LARGE ROUND VALVE BOX Carson 2200-18	100	EA	$ 115.10	$ 11,510.00
48.	LOCKING BOLT FOR CARSON 1220 VALVE BOX Carson 80002006	4,580	EA	$ 7.95	$ 36,411.00
				TOTAL BID AMOUNT	$ 2,040,816.85

ADDITIVE/ALTERNATE BID ITEMS

STOP & WASTE VALVES					
A1	3/4" STOP & WASTE Ford BC11-333SW-NL 3/4"	400	EA	$	$
A2	1" STOP & WASTE Ford BC11-444SW-NL 1"	3,600	EA	$ 99.90	$ 359,640.00
A3	1-1/4" STOP & WASTE Ford BC11-555SW-NL 1-1/4"	580	EA	$	$ NO BID
A4	1-1/2" STOP & WASTE Ford B11-666SW-NL 1-1/2"	60	EA	$	$ NO BID
A5	2" STOP & WASTE Ford BC11-777SW-NL 2"	100	EA	$ 299.60	$ 29,960.00
6" PVC SCH 80 TOE NIPPLE					
A6	3/4" SCH 80 - 6" TOE NIPPLE	300	EA	$ 3.00	$ 900.00
A7	1" SCH 80 - 6" TOE NIPPLE	2,300	EA	$ 3.15	$ 7245.00

HIGHLAND CITY - PI METER FITTINGS
BID SCHEDULE - REV 10-19-22

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
THREADED BRASS TEE					
18.	1" NPT Brass	50	EA	$ 28.15	$ 1407.50
19.	1-1/4" NPT Brass	1,500	EA	$ 41.20	$ 61,800.00
20.	1-1/2" NPT Brass	1,500	EA	$ 46.55	$ 69,825.00
21.	2" NPT Brass	20	EA	$ 78.90	$ 1578.00
BRASS REDUCER BUSHINGS					
22.	3/4" x 1" NPT Brass	100	EA	$ 9.30	$ 930.00
23.	1" x 1-1/4" NPT Brass	3,580	EA	$ 16.60	$ 59,428.00
24.	1" x 1-1/2" NPT Brass	3,000	EA	$ 23.60	$ 70,800.00
25.	1-1/2" x 2" NPT Brass	40	EA	$ 29.80	$ 1192.00
BRASS THREADED CLOSE NIPPLES					
26.	3/4" CLOSE NIPPLES	25	EA	$ 2.30	$ 57.50
27.	1" CLOSE NIPPLES	750	EA	$ 3.30	$ 2475.00
UNION					
28.	3/4" UNIION Ford # C44-33-q-NL	100	EA	$ 19.80	$ 1980.00
29.	1" UNION Ford # C44-44-Q-NL	100	EA	$ 22.65	$ 2265.00
30.	1-1/4" UNION Ford # C44-55-Q-NL	50	EA	$ 39.15	$ 1957.50
31.	1-1/2" UNION Ford # C44-66-Q-NL	20	EA	$ 75.90	$ 1518.00
32.	2" UNION Ford # C44-77-Q-NL	25	EA	$ 102.40	$ 2560.00
STOP & WASTE VALVES					
33.	3/4" STOP & WASTE Mueller H-10284 3/4"	400	EA	$ 68.30	$ 27,320.00
34.	1" STOP & WASTE Mueller H-10284 1"	3,600	EA	$	$ NO BID
35.	1-1/4" STOP & WASTE Mueller H-10284 1-1/4"	580	EA	$ 169.30	$ 98,194.00
36.	1-1/2" STOP & WASTE Mueller H-10284 1-1/2"	60	EA	$ 210.50	$ 12,630.00
37.	2" STOP & WASTE Mueller H-10284 2"	100	EA	$	$ NO BID

HIGHLAND CITY - PI METER FITTINGS
BID SCHEDULE - REV 10-19-22

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A8	1-1/2" SCH 80 - 6" TOE NIPPLE	60	EA	$ 4.85	$ 291.00
A9	2" SCH 80 - 6" TOE NIPPLE	100	EA	$ 6.45	$ 645.00

DELIVER 1/3 OF EACH BID ITEM COMPLETE — DATE 07/01/2023

DELIVER 2/3 OF EACH BID ITEM COMPLETE — DATE 01/01/2024

FINAL DELIVER OF ALL MATERIALS — DATE 07/01/2024

ALL DATES ARE "NO LATER THAN"

A1.5 DOCUMENT 00410 – Bid Schedule

Replace Bid Schedule with the attached revised Bid Schedule. The City has added alternative bid items to the schedule that include a Ford Stop and Waste Valve and PVC Sch 80 fittings. These alternative bid items do not require a cost if the Supplier does not wish to provide pricing for the items.

END OF DOCUMENT

DocuSign Envelope ID: ECE09A00-C76F-4741-A103-3E45982A5A8A
DocuSign Envelope ID: ECE09A00-C76F-4741-A103-3E45982A5A8A

SECRETARIAL CERTIFICATE OF AUTHORIZATION

The undersigned Assistant Secretary of **Ferguson Enterprises, LLC**, duly organized and existing under the laws of Virginia (the "Company"), hereby designates and certifies that the following employee of the Company, is authorized, on behalf of the Company to take the action(s) designated herein and to execute any and all documents necessary to further such actions:

Individual Name: Scott Gregory **Title:** General Manager

Authorized Action(s):

1. To enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may deemed in the best interest of the Company.
2. To prepare and submit bids and proposals to the Company's customers.

This certificate of authorization shall be effective from the date hereof until **August 30, 2023** unless withdrawn sooner in writing. The provisions of this Certificate are in conformity with a Resolution adopted by the Board of Directors of the Company effective .

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Company, effective **August 31, 2022**.

(Company Seal)

FERGUSON ENTERPRISES, LLC COMPANY SEAL VIRGINIA

Ferguson Enterprises, LLC

Wesley E. Rice
Assistant Secretary

Commonwealth of Virginia
City of Newport News

Sworn to subscribe and acknowledged before me on August 31, 2022, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia LLC, on behalf of such Company.

(Notary Seal)

CASEY MEHLHOFF NOTARY PUBLIC MY COMMISSION NUMBER 7510825 COMMONWEALTH OF VIRGINIA

Notary – Casey Mehlhoff
My commission expires: July 31, 2026

DS
CT

Notice: this certificate must be posted in a conspicuous place

SALT LAKE CITY CORPORATION

CITY I.D. Number LIC2006-00545 (42172)

This is to certify that the herein name, having complied with the ordinance in force, related to licenses, is hereby licensed to transact the business of:

PLUMBING & HEATING EQUIPMENT & SUPPLIES WHSLE

Commencing	Mar 01, 2022
and Ending	Feb 28, 2023

COMMERCIAL LICENSE	1
EMPLOYEES - FULL TIME	23
RETAIL/ WHOLESALE	1

Within Salt Lake City, Utah at the address indicated below:

FERGUSON ENTERPRISES LLC
1492 S 4450 W
Salt Lake, UT 84104-0000

In Testimony Whereof, I have hereunto set my hand:

Attest: Cindi Mansell

This License is Not Transferable

UNIFORM SALES & USE TAX RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales/use tax, subject to the instructions and notes on pages 2–6. The issuing Buyer and the recipient Seller have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time. This form was revised as of December 9, 2020.

Issued to Seller: Ferguson Enterprises, LLC

Address: 1492 S 4450 W, Salt Lake City, UT 84107

I certify that:
Name of Firm (Buyer): Ferguson Enterprises
Address: 12500 Jefferson Avenue, Newport News, VA 23602

is engaged or is registered as a
- [x] Wholesaler
- [x] Retailer
- [ ] Manufacturer
- [ ] Seller
- [ ] Lessor (see notes on pages 2–4)
- [ ] Other (Specify) _____

and is registered for sales/use tax with the below-listed states and cities within which Seller would deliver purchases to Buyer and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. Buyer is in the business of wholesaling, retailing, manufacturing, leasing (renting), or selling the following:

Description of Business: Wholesale distributor & registered retailer of Building, plumbing, HVAC, tools, machinery, equipment, and business products for resale

General description of tangible property or taxable services to be purchased from the Seller:

Building, plumbing, HVAC, tools, machinery, equipment, and business products for resale

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL[1]	SLS-680010993	NE	6650414
AR	00047861-SLS	NV[19]	1041368879
AZ[2]	07515254	NJ	541211771000
CA[3]	097-580458	NM[4,20]	02-266792-00-0
CO[4,5]	08054762	NC[21]	010148111
CT[6]	9147646-901	ND	168565 00
FL[7]		OH[22]	89035631
GA[8]	200-032488	OK[23]	STS-10007822-05
HI[4,9]	GE-055-957-5040-01	PA[24]	46-566-036
ID[10]	002519856	RI[25]	54121177100
IL[4,11]	1717-2411	SC	
IA	0-00-008830	SD[26]	1018-6694-STMC
KS[12]	004-541211771F-01	TN[27]	
KY[13]	818963	TX[28]	15412117713
ME[14]	R270737	UT	12411248-002-STC
MD[15]	04805061	VT[29]	SUT-10041528
MI[16]	541211771	WA[30]	A17 0538 21
MN[17]	1634860	WI[31]	456-0000282682-04
MO[18]			

I further certify that if any property or service so purchased tax-free is used or consumed by Buyer so as to make it subject to sales/use tax, Buyer will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that Buyer may hereafter give to Seller, unless otherwise specified, and shall be valid until canceled by Buyer in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: Rachel Livengood
(Owner, Partner, or Corporate Officer, or other authorized signer of Buyer)

Title: Tax Analyst
Date: _____

DocuSign Envelope ID C05045D8-56BD-46D0-8753-BD15358B1A95

Form **W-9**
(Rev October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3

1 Name (as shown on your income tax return) Name is required on this line, do not leave this line blank

FERGUSON US HOLDINGS, INC.

2 Business name/disregarded entity name, if different from above

FERGUSON ENTEPRISES, LLC (FEIN 54-1211771)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1 Check only one of the following seven boxes

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U S federal tax purposes Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3)

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U S)

5 Address (number, street, and apt or suite no) See instructions

12500 JEFFERSON AVENUE

Requester's name and address (optional)

6 City, state, and ZIP code

NEWPORT NEWS, VA 23602

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box The TIN provided must match the name given on line 1 to avoid backup withholding For individuals, this is generally your social security number (SSN) However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later For other entities, it is your employer identification number (EIN) If you do not have a number, see *How to get a TIN,* later

Note. If the account is in more than one name, see the instructions for line 1 Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter

Social security number

			–			–				

or

Employer identification number

5	4	–	1	4	7	3	3	3	8

Part II Certification

Under penalties of perjury, I certify that

1 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2 I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3 I am a U S citizen or other U S person (defined below), and

4 The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct

Certification instructions You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return For real estate transactions, item 2 does not apply For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN See the instructions for Part II, later

Sign Here Signature of U S person ▶ DocuSigned by: 17AAC58621A54F5 Date ▶ January 11, 2022 | 12:15 PM EST

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

Future developments For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www irs gov/FormW9*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return Examples of information returns include, but are not limited to, the following

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U S person (including a resident alien), to provide your correct TIN

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding See What is backup withholding, *later*

Ferguson Enterprises, LLC utilizes the following DBA names:

Current and Former dba Names

Entity Name	Tax ID No.
A P Supply Company	54-1211771
ACF Environmental	54-1211771
Action Automation	54-1211771
Action Plumbing Supply	54-1211771
Action Supply Co	54-1211771
ADL	54-1211771
Alaska Pipe & Supply	54-1211771
AMS Steam Products	54-1211771
Andrews Lighting & Hardware Gallery	54-1211771
BAC Appliance Center	54-1211771
Bath + Beyond	54-1211771
Blackman Plumbing Supply	54-1211771
Brock-McVey	54-1211771
Bruce-Rogers Company	54-1211771
Cal-Steam	54-1211771
Capital Distributing	54-1211771
Caynon Pipe & Supply	54-1211771
CFP	54-1211771
City Lights Design Showroom	54-1211771
Cline Contract Sales	54-1211771
Custom Lighting & Hardware	54-1211771
Davies Water	54-1211771
Dealernet	54-1211771
Duhig Stainless	54-1211771
Equarius Waterworks, Meter & Automation Group	54-1211771
Factory Direct Appliance	54-1211771
Ferguson Bath & Kitchen Gallery	54-1211771
Ferguson Bath, Kitchen and Lighting Gallery	54-1211771
Ferguson Direct	54-1211771
Ferguson Enterprises of Virginia, LLC	54-1211771
Ferguson Facilities Supply	54-1211771
Ferguson Fire & Fabrication International	54-1211771
Ferguson Heating & Cooling	54-1211771
Ferguson Hospitality Sales	54-1211771
Ferguson HVAC	54-1211771
Ferguson HVAC - Lyon Conklin	54-1211771
Ferguson HVAC- Air Cold	54-1211771
Ferguson HVAC- EastWest Air	54-1211771
Ferguson Industrial	54-1211771
Ferguson Integrated Services	54-1211771
Ferguson International	54-1211771
Ferguson Parts & Packaging	54-1211771
Ferguson Valve & Automation	54-1211771
Ferguson Waterworks	54-1211771
Ferguson Waterworks EPPCO	54-1211771
Ferguson Waterworks International	54-1211771
Ferguson Waterworks Municipal Pipe	54-1211771
Ferguson Waterworks - Red Head	54-1211771
Ferguson com	54-1211771
Founders Kitchen and Bath	54-1211771
Galleria Bath & Kitchen Showplace	54-1211771
Grand Junction Pipe	54-1211771
Henry Kitchen and Bath	54-1211771
Hot Water Products	54-1211771
Industrial Hub of the Carolinas	54-1211771
Inovative Soil Solutions	54-1211771

Entity Name	Tax ID No
J & G Products	54-1211771
J D Daddario Company	54-1211771
Joseph G Pollard Co	54-1211771
Karl's Appliances	54-1211771
Kitchen Art	54-1211771
Lighting and Appliance	54-1211771
Lighting Design Center	54-1211771
Lighting Plus	54-1211771
Lighting Unlimited	54-1211771
Lincoln Products	54-1211771
Linwood Pipe and Supply	54-1211771
Louisiana Utilities Supply Company	54-1211771
LUSCO	54-1211771
McFarland Supply	54-1211771
Meyer Appliance	54-1211771
Michigan Meter	54-1211771
Mission Valley Pipe	54-1211771
Mississippi Utility Supply Co (MUSCO)	54-1211771
Moore Industrial Supply	54-1211771
Old Dominion Supply	54-1211771
PL Sourcing	54-1211771
Plumb Source	54-1211771
Plumbers Supply Company of St Louis	54-1211771
Plumbing Decor	54-1211771
Pollardwater	54-1211771
Powell Pipe & Supply Co	54-1211771
Professional's Bath Source	54-1211771
PV Sullivan Supply	54-1211771
Ramapo Wholesalers	54-1211771
Redlon & Johnson	54-1211771
Reese Kitchen, Bath & Lighting Gallery	54-1211771
Rencor Controls	54-1211771
Renwes Sales	54-1211771
Robertson Supply	54-1211771
S W Anderson	54-1211771
SG Supply Co	54-1211771
SOS Sales	54-1211771
Sunstate Meter & Supply	54-1211771
Tarpon Wholesale Supplies	54-1211771
The Ar-Jay Center	54-1211771
The Kitchen Showcase	54-1211771
The Plumbing Source	54-1211771
The Stock Market	54-1211771
TPW Kitchen & Bath	54-1211771
Triton Environmental	54-1211771
Uncle Sam Piping Solutions	54-1211771
Wallwork	54-1211771
Waterworks Industries	54-1211771
Webb Distributors	54-1211771
Western Air Supply	54-1211771
Westfield Lighting	54-1211771
Wolseley Financial Services	54-1211771
Wolseley Industrial Group	54-1211771
WPCC Forwarding	54-1211771
Wright Plumbing Supply	54-1211771
7 12 22 Last Update	

BOA - Atlanta - 100286
Ferguson Enterprises LLC ######
PO Box 100286
Atlanta, GA 30384-0286

OVERNIGHT - PKGS
Bank of America Lockbox Services

Ferguson Enterprises LLC ######
Lockbox #100286
6000 Feldwood Road
College Park, GA 30349

BOA - Boston - 417592
Ferguson Enterprises LLC ######
PO Box 417592
Boston, MA 02241-7592

OVERNIGHT - PKGS
Bank of America Lockbox Services
Ferguson Enterprises LLC ######
Lockbox #417592
MA5-527-02-07
2 Morrissey Blvd
Dorchester, MA 02125

BOA- Dallas - 847411
Ferguson Enterprises LLC ######
PO Box 847411
Dallas, TX 75284-7411

OVERNIGHT - PKGS
Bank of America Lockbox Services
Ferguson Enterprises LLC ######
Lockbox #847411
1950 N Stemmons Frwy Ste 5010
Dallas, TX 75207

BOA - Los Angeles-740827
Ferguson Enterprises LLC ######
PO BOX 740827
Los Angeles, CA 90074-0827

OVERNIGHT - PKGS
Bank of America Lockbox Services
Ferguson Enterprises LLC ######
Lockbox #740827
2706 Media Center Drive
Los Angeles, CA 90065

PNC - Chicago - 802817 Midwest
Ferguson Enterprises LLC ######
PO Box 802817
Chicago, IL 60680-2817

OVERNIGHT - PKGS
PNC Bank Lockbox Services

Ferguson Enterprises LLC ######
Lockbox #802817
350 East Devon Avenue
Itasca, IL 60143

PNC - Pittsburgh - 644054
Ferguson Enterprises LLC ######
PO Box 644054
Pittsburgh, PA 15264-4054

Overnight Address
PNC Bank Lockbox Services
Ferguson Enterprises LLC ######
Lockbox #644054
Firstside Center
500 First Avenue
Pittsburgh, PA 15219

FERGUSON®

12500 Jefferson Ave
Newport News, VA 23602
757-874-7795

www.ferguson com

To Whom it May Concern:

Effective March 31, 2019, Ferguson Enterprises, Inc became Ferguson Enterprises, LLC (Ferguson). As a result of the name change, we would like to provide you with the most recent W-9 Form attached for your records.

This change for Income tax purposes requires the corporate income tax form the LLC to be reported under the parent company, now Ferguson US Holdings Inc (FUSHI). As a result of this change all federal documents, like W-9's and 1099s etc , are required to follow this rule and therefore, will show the parent company. At the time of the entity conversion Wolseley Investments Inc (WII) was Fergusons parent company. Because of this federal W-9 requirement it was determined that we should also change the parent company name to Ferguson US Holdings, Inc. for consistency when providing W-9's to vendors. Effective May 2019, we changed the name of WII to Ferguson US Holdings, Inc.

Contracts and exemption certificates may still be under Ferguson Enterprises LLC since that is the company doing the business, however we are unable to provide a W-9 that allows Ferguson as the company on line 1 will the corresponding EIN We can provide other backup from the IRS identifying Ferguson Enterprises LLC and its corresponding EIN of 54-1211771 Please find attached a copy of the IRS confirmation letter for Ferguson Enterprises LLC and its EIN In addition, the W-9 does provide a section for disregarded entities & DBA's on line 2 which we have entered Ferguson Enterprises LLC to show the relationship.

If you have any questions, please feel free to contact me at ask.tax@ferguson.com.

Regards,

Jennier Pabon

Jennier Pabon
Indirect Tax Manager
Ferguson Enterprises LLC

DocuSign Envelope ID: 4841A1A2-57CB-4498-9D22-83A05C307E24

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: 0423488685
June 06, 2019 LTR 3064C 0 R
54-1211771 000000 00
00021942
BODC: LM

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

026530

Taxpayer identification number: 54-1211771
0423488685

Dear Taxpayer:

Thank you for your correspondence dated April 5, 2019.

We have updated your account to reflect your state conversion. We have approved your election to be classified as a disregarded separate entity with an effective date of March 31, 2019.

If you need any forms, schedules, or publications mentioned in this letter, you can get them by visiting our website at www.irs.gov/formspubs or by calling toll-free at 800-TAX-FORM (800-829-3676).

If you have questions, you can call the Entity Dept. at 801-620-6449 between 12:01 a.m. and 11:59 p.m. MDT.

If you prefer, you can write to the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

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0423488685
June 06, 2019 LTR 3064C 0 R
54-1211771 000000 00
00021945

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

Sincerely yours,

Joe I. Jacquez
Entity Department Manager

Enclosures:
Copy of this letter

FERGUSON WATERWORKS
FERGUSON WATERWORKS #1618
357 EAST 900 SOUTH
PROVO, UT 84606-6136

Phone: 801-377-3605
Fax: 801-377-3610

Deliver To:
From: Max Long
Comments:

FERGUSON WATERWORKS #1616
Price Quotation
Phone: 801-377-3605
Fax: 801-377-3610

Bid No: B188273
Bid Date: 10/17/22
Quoted By: MBL

Cust Phone: 801-772-4523
Terms: NET 10TH PROX

Customer: HIGHLAND CITY
5400 W CIVIC CENTER DR SUITE
HIGHLAND, UT 84003

Ship To: HIGHLAND CITY
5400 W CIVIC CENTER DR SUITE
HIGHLAND, UT 84003

Cust PO#: PI METER FITTINGS

Job Name: PI MTR FITTING BID

Item	Description	Quantity	Net Price	UM	Total
	MALE ADAPTERS				

FC8433QNL	LF 3/4 MIP X 3/4 CTS QJ COUP	500	16.250	EA	8125.00
FC8444QNL	LF 1 MIP X 1 CTS QJ COMP COUP	9650	19.150	EA	184797.50
FC8455QNL	LF 1-1/4 MIP X CTS QJ COMP COUP	2080	36.650	EA	76232.00
FC8466QNL	LF 1-1/2 MIP X CTS QJ COUP	1560	52.800	EA	82368.00
FC8477QNL	LF 2 MIP X CTS QJ COUP	120	76.950	EA	9234.00

	METER MALE ADAPTERS				

FC3823275NL	LF 3/4X2-3/4 MIP STRT MTR COUP	400	11.750	EA	4700.00
FC382425NL	LF 3/4X1X2-1/2 MIP STRT MTR COUP	4180	16.350	EA	68343.00
FCF38662NL	LF 1-1/2 MTR FLG X MIP BRZ MTR FLG	60	50.800	EA	3048.00
FCF38772125NL	LF 2 MTR FLG X MIP BRZ MTR FLG	100	67.800	EA	6780.00

	METER FEMALE ADAPTERS				

FC3123NL	LF 3/4 MTR X 3/4 FIP STRT MTR COUP	400	15.450	EA	6180.00
FC3144NL	LF 1 MTR X 1 FIP STRT MTR COUP	4180	22.200	EA	92796.00
FCF3166NL	LF 1-1/2 FLG X FIP BRZ MTR FLG	60	47.050	EA	2823.00
FCF3177NL	LF 2 FLG X 2 FIP BRZ MTR FLG	100	61.400	EA	6140.00

	BRASS NIPPLES				

DBRNFU	LF 3/4X6 BRS NIP DOM	400	7.200	EA	2880.00
DBRNGU	LF 1X6 BRS NIP DOM	4180	10.300	EA	43054.00
DBRNJU	LF 1-1/2X6 BRS NIP DOM	60	17.250	EA	1035.00
DBRNKU	LF 2X6 BRS NIP DOM	100	22.150	EA	2215.00

	THREADED BRASS TEE				

BRLFTG	LF 1 BRS TEE	50	28.150	EA	1407.50
BRLFTH	LF 1-1/4 BRS TEE	1500	41.200	EA	61800.00
BRLFTJ	LF 1-1/2 BRS TEE	1500	46.550	EA	69825.00
BRLFTK	LF 2 BRS TEE	20	78.900	EA	1578.00

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1616&on=52626

FERGUSON WATERWORKS

FERGUSON WATERWORKS #1616
Price Quotation

Fax: 801-377-3610

10:37:52 OCT 20 2022
Reference No: B188273

Item	Description	Quantity	Net Price	UM	Total
	BRASS REDUCING BUSHINGS				

BRLFBGF	LF 1X3/4 BRS BUSH	100	9.300	EA	930.00
BRLFBHG	LF 1-1/4X1 BRS BUSH	3580	16.600	EA	59428.00
BRLFBJG	LF 1-1/2X1 BRS BUSH	3000	23.600	EA	70800.00
BRLFBKJ	LF 2X1-1/2 BRS BUSH	40	29.800	EA	1192.00

	BRASS THRD CLOSE NIPPLES				

DBRNFCL	LF 3/4XCLOSE BRS NIP DOM	25	2.300	EA	57.50
DBRNGCL	LF 1XCLOSE BRS NIP DOM	750	3.300	EA	2475.00

	UNIONS				

FC4433QNL	LF 3/4 CTS X CTS QJ COUP	100	19.800	EA	1980.00
FC4444QNL	LF 1 CTS X CTS QJ COUP	100	22.650	EA	2265.00
FC4455QNL	LF 1-1/4 CTS X CTS QJ COUP	50	39.150	EA	1957.50
FC4466QNL	LF 1-1/2 CTS X CTS QJ COUP	20	75.900	EA	1518.00
FC4477QNL	LF 2 CTS X CTS QJ COUP	25	102.400	EA	2560.00

	STOP & WASTE VALVES				

MH10284NF	LF 3/4 FIP X FIP CURB ST W/ DRN	400	68.300	EA	27320.00
FBC11444SWNL	LF 1 FIPXFIP BALL CURB ST W/ DRN	3600	99.900	EA	359640.00
MH10284NH	LF 1-1/4 FIP X FIP CURB ST W/ DRN	580	169.300	EA	98194.00
MH10284NJ	LF 1-1/2 FIP X FIP CURB ST W/ DRN	60	210.500	EA	12630.00
SP-FBC11777SWNL	LF 2" FIPXFIP BALL CURB ST W/ DRN	100	299.600	EA	29960.00

	BRASS VALVES				

NT58580LFF	LF 3/4 BRZ 600# THRD FP BV	300	22.800	EA	6840.00
NT58580LFG	LF 1 BRZ 600# THRD FP BV	2300	28.300	EA	65090.00
NT58580LFJ	LF 1-1/2 BRZ 600# THRD FP BV	60	86.150	EA	5169.00
NT58580LFK	LF 2 BRZ 600# THRD FP BV	100	130.100	EA	13010.00

C12201014	JMBO VLV BX W/ GRE LID CARSON	5267	69.750	EA	367373.25
C13241006	15 PLAS GRN ICV MTR BX W/ BLT DWN	69	175.400	EA	12102.60
C17301014	PLAS GRN ICV MTR BX W/ SLD BLT DWN	115	337.200	EA	38778.00
C09101001	10 RND VLV BX W/ GRE LID CARSON	2600	24.550	EA	63830.00
SP-C09101141	910-18 10" RND VLV BOX 910-18	60	55.900	EA	3354.00
SP-C22001001	2200-18 BLK MTR BOX	100	115.100	EA	11510.00
C80002006	LCK DOWN BLT SET	4580	7.950	EA	36411.00

	6" PVC TOE NIPPLES				
S1883060	3/4X6 PVC S80 NIP TOE	300	3.000	EA	900.00
S1884060	1X6 PVC S80 TOE PIPE NIP	2300	3.150	EA	7245.00
S1886060	1-1/2X6 PVC S80 TOE PIPE NIP	60	4.850	EA	291.00
S1887060	2X6 PVC S80 TOE PIPE NIP	100	6.450	EA	645.00

Net Total:	$2040816.85
Tax:	$0.00
Freight:	$0.00
Total:	$2040816.85

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1616&on=52626

FERGUSON WATERWORKS

FERGUSON WATERWORKS #1616
Price Quotation

Fax: 801-377-3610

10:37:52 OCT 20 2022

Reference No: B188273

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1616&on=52626

AGENDA NEXT

CITY COUNCIL AGENDA REPORT ITEM #12

DATE: November 1, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Andy Spencer, City Engineer/Public Works Director

SUBJECT: **ACTION:** Award of contract to Mountainland Supply for the purchase of PI Meters

TYPE: **GENERAL CITY MANAGEMENT**

PURPOSE:

The City Council will consider an award the bid for the PI meters for the City-wide PI meter installation project. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION

City Council has previously been notified of received grant funding through the Bureau of Reclamation and Utah State Department of Water Resources for the installation of PI meters and provided direction to proceed with preparations for the PI meter project.

Project Funding		
BOR Water Smart Grant	$2,000,000	(requires 1:1 local match)
State of Utah Grant	$5,000,000	(requires 30% local match)
Highland City	$2,800,000	
Current Anticipated Cost	$9,800,000	

The approved FY23 budget includes $3,753,500 in 53-40-60, PI Capital Expenses/Projects. A portion of this funding (approximately $1M) is intended for PI meters in FY23. The utility rate study included funding in the forthcoming successive budget years of approximately $1M per year.

BACKGROUND:

Recent state legislative action requires that all secondary water be metered. Highland City has pursued funding sources for the PI meter project. The next step in the process is to commence with contracting the necessary materials for the project.

On October 25, 2022, staff received bids from 3 vendors for the PI meters. Bidding was solicited through the Utah State Procurement website (Sciquest). The meter type was previously identified as being manufactured by Sensus, which is the same brand as we

currently use in the culinary water system. The 3 bidders were Mountainland Supply ($2,846,058.81), Technology International ($3,309,810.00) and Wisecom ($3,269,253.95). Mountainland Supply is a local vendor with whom Highland City has an active account and has used them for most waterworks' materials. Staff is comfortable with them as a vendor and supplier of these meters.

As part of the overall metering system, the state requires that a smart system be implemented to monitor flow use and relay this information to the City and the residents. Due to the topography of the City, towers are required in 2 locations. These towers are a pole with a data hub that collects and transmits flow use information to a central information system. The 2 sites that are optimum for these towers are at the Hogs Hollow PI Pond above Beacon Hills and at Well #1, 10550 N 5600 W approximately. Mountainland Supply has provided a bid for these towers using Sensus base stations. The cost for both towers is $120,665.00. This bid reflects a reduction in cost by Mountainland Supply of $29,500, which is the cost of one base station. These towers will be above ground and will be visible to adjacent homeowners.

Ordering materials at this time is essential in that the 'Build America, Buy American' domestic requirement as part of the Bureau of Reclamation funding grant would not apply before January 1, 2023. This requirement stipulates that all materials purchased and used by these grant monies be manufactured and sourced solely in the United States. With much of the materials being manufactured outside of the United States, this can present difficulties in acquiring suitable amounts of product. The meters do not comply with this requirement which is why it is imperative to proceed during the waiver period of the grant.

The total cost for the PI meters and the information tower system is $2,966,723.81. Staff requests a contingency approval of $296,700 (roughly 10%) for a total funding of $3,263,424.

FISCAL IMPACT:

The cost of this purchase is not to exceed $3,263,424. Funding for this expense will be taken from GL 53-40-50, PI Meter Grant within the FY23 budget. Funds will be transferred to this account as they are received from the grant sources with the commensurate local match being transferred from the capital account 53-40-60.

STAFF RECOMMENDATION:

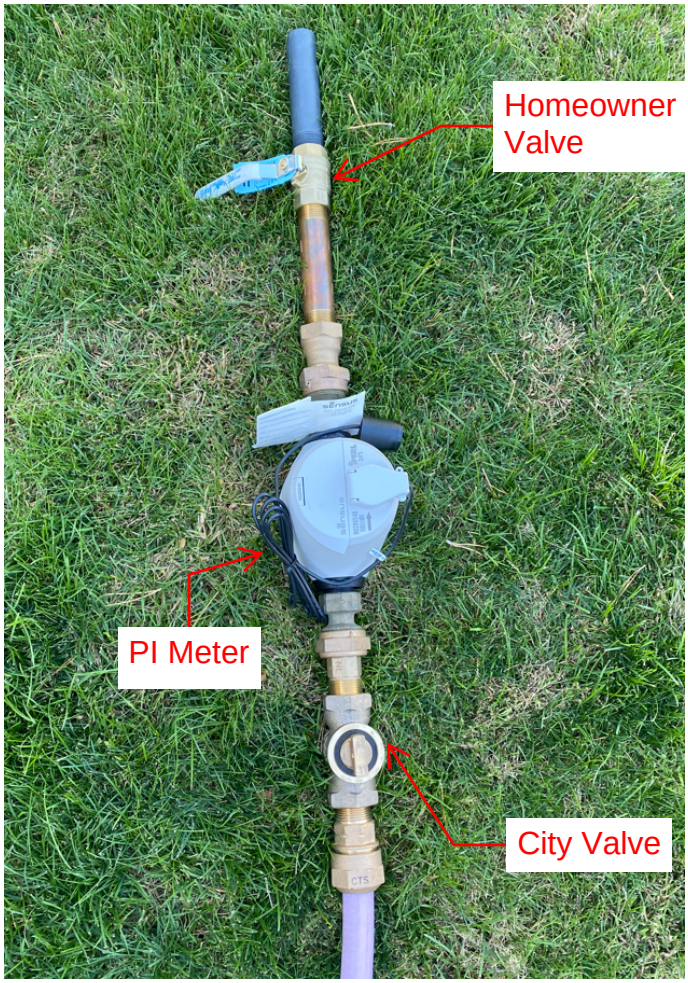
Staff recommends approval and award of a contract for the purchase of PI Meters to Mountainland Supply.

MOTION TO APPROVE:

I move that City Council approve the purchase of PI Meter in accordance with the bid submitted by Mountainland Supply in a contract amount up to $3,263,424 and authorize the City Administrator to sign the necessary contract documents.

ATTACHMENTS:

1. Picture of parts the City will provide to contractor
2. Bid tab for the PI Meters
3. Quote from Mountainland Supply on information tower system
4. Bids from each vendor



Parts to be provided by Highland City to installation PI meter installation contractor

HIGHLAND CITY - PI METERS
BID TABULTATION - 10-25-2022

				MOUNTAIN		TECHNOLOGY		WISECOM	
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1.	**SENSUS 3/4" IPERL 7.5 LLN WATER METER** 2-WIRE TRPL W/6FT CABLE	370	EA	$166.48	$61,597.60	$200.00	$74,000.00	$191.44	$70,832.80
2.	**SENSUS 1" IPERL 10.75 LL WATER METER** 2-WIRE TRPL W/6FT CABLE	3,849	EA	$258.31	$994,235.19	$300.00	$1,154,700.00	$297.06	$1,143,383.94
3.	**SENSUS 520M SINGLE PORT SMPT RADIO**	4,546	EA	$188.53	$857,057.38	$220.00	$1,000,120.00	$216.80	$985,572.80
4.	**EVOQ4 1-1/2" WATER METER**	113	EA	$2,100.53	$237,359.89	$2,430.00	$274,590.00	$2,415.61	$272,963.93
5.	**EVOQ4 2" WATER METER**	189	EA	$2,135.47	$403,603.83	$2,500.00	$472,500.00	$2,455.78	$464,142.42
6.	**EVOQ4 3" WATER METER**	15	EA	$3,394.93	$50,923.95	$4,000.00	$60,000.00	$3,904.17	$58,562.55
7.	**EVOQ4 4" WATER METER**	10	EA	$3,883.20	$38,832.00	$4,500.00	$45,000.00	$4,465.68	$44,656.80
8.	**EVOQ4 MX39 9FT CABLE**	327	EA	$609.33	$199,250.91	$700.00	$228,900.00	$700.73	$229,138.71
	TOTAL BASE BID AMOUNT				$2,846,058.81		$3,309,810.00		$3,269,253.95
ADDITIVE ALTERNATES									
A1	**PROVIDE AN NICOR TO TRPL ADAPTER**	4,546	EA	$35.65	$162,064.90		NONE PROVIDED	$40.99	$186,340.54
A2	**SENSUS 520M RADIO FOR EVoQ4 METERS**	327	EA	$198.31	$64,847.37		NONE PROVIDED		
	TOTAL w/ ALTS AMOUNT				$3,011,321.77		$3,309,810.00		$3,455,594.49

SUPPLIER DELIVERY SCHEDULE

PROVIDE DATES THAT MATERIALS WILL BE SUPPLIED TO THE CITY IF SOONER THAN SCHEDULE PROVIDED IN INFO TO BIDDERS DOCUMENT

DELIVER 1/3 OF METERS OF EACH SIZE	DATE	24-Oct-23	16-18 Months Total	52 Weeks Total
DELIVER 2/3 OF METERS OF EACH SIZE	DATE	21-Apr-24		
FINAL DELIVERY OF METERS	DATE	18-Oct-24		

Kevin Carter
Tech Sales & Support

184 West 3300 South
SLC, UT 84115

T: 385.223.4185
F: 801.484.6954
kevin.carter@mountainland.com
www.mountainlandsupply.com

MOUNTAINLAND SUPPLY COMPANY

Bill to Customer:

Highland City
5400 Civic Center Dr.
Highland City Utah, 84003

Ship to Customer:

Highland City
5400 Civic Center Dr.
Highland City Utah, 84003

Reference: Fixed-Base Pricing Year - 1
Services: 10,000 Water Services
Salesman: Collin Rasmussen
Terms: Net 30 Days

Effective: 10/26/2022

Line	Description	Qty	U/M	Unit Price	Extension
	Base Stations and Infrastructure				
1	Sensus Flexnet M400B2 BaseStation	2	ea	$29,500.00	$29,500.00
2	Sensus BaseStation Installation	2	ea	$25,000.00	$50,000.00
3	Cellular Backhaul Device and Installation	2	ea	$1,500.00	$3,000.00
4	Sensus BaseStation Extended Warranty (Starts Year 2)	2	ea	$1,500.00	
5	Sensus Juniper Archer 3 Handheld Programmer	1	ea	$2,975.00	$2,975.00
6	Sensus Commanlink Bluetooth Programmer	1	ea	$690.00	$690.00
7	Project Management BaseStation Deployment	1	ea	$30,500.00	$30,500.00
8	Base Station Certification	2	ea	$2,000.00	$4,000.00
			TOTAL:		**$120,665.00**
	Software One-Time Costs				
1	Sensus RNI SAAS Setup Fee	1	ea	$7,500.00	$7,500.00
2	RNI Core Education - On Site	1	ea	$5,250.00	$5,250.00
3	Sensus Analytics Setup Fee - Water	1	ea	$4,300.00	$4,300.00
4	Sensus Analyics Standard Integration by PS	1	ea	$4,600.00	$4,600.00
5	Sensus Analytics Education - Remote	1	ea	$950.00	$950.00
			TOTAL:		**$22,600.00**
	Software SAAS Costs				
1	Sensus RNI Annual Service - Water & Electric **All annual fees are subject to a 3.5% increase over a prior year*	1	ea	$14,750.00	$14,750.00
2	Sensus Analytics Enhanced - Water **All annual fees are subject to a 3.5% increase over a prior year*	1	ea	$13,800.00	$13,800.00
3	Annual Block of text messages SA (optional) ** All annual fees are subject to a 3.5% increase over a prior year*	1	ea	$1,400.00	$1,400.00
			TOTAL:		**$29,950.00**

DOCUMENT 00100
INVITATION TO BID

PART 1 GENERAL

1.1 CONSTRUCTION CONTRACT

A. Qualified Bidders are invited to bid on the Material Supply Contract known as ***Highland PI Meters.***

B. The location of the Project is ***Highland, Utah.***

C. The work to be performed consists of furnishing and delivering the fittings and appurtenances thereto as included in the Contract Documents. The Work generally includes, but is not limited to, the following:

Furnishing and delivery of Sensus Iperl and Honeywell EVoQ4 meters to be used with Highland City's overall PI Meter Project. Supplier shall be responsible for the unloading of the materials in a location specified by the City. Supplier warehouse to be located a minimum of 80-miles from Highland City.

D. All questions relative to the project shall be submitted via email to the Engineer Tavis Timothy, PE – tavis@b-t-eng.com or on the Utah Public Procurement Place (U3P, formerly known as SciQuest) website. Questions received after November 19 at 2:00 p.m. (one day prior to the date for opening of Bids) may not be answered.

1.2 BID LOCATION AND OPENING

A. Separate sealed bids or a bid delivered via email will be received by the OWNER in their office located at 5400 W Civic Center Dr, Suite 1, Highland, Utah 84003 until ***3:00 p.m. on Thursday, October 20, 2022*** and then at said office publicly opened and read aloud. Sealed hand delivered bids shall be addressed and delivered to Highland City Recorder, prior to the Bid Opening. Emailed bids shall be sent to both joann@highlandcity.org and tavis@b-t-eng.com, prior to the Bid Opening.

B. On the outside of the envelope, or on the subject line of the email, the bidder shall indicate the Contract title, the name of the Bidder, and the date and time of Bid opening.

1.3 BID SECURITY

A. A bid bond is not required for this invitation.

1.4 PRE-BID CONFERENCE

A. A Pre-Bid Conference will not be held for this project.

1.5 DELIVERY SCHEDULE

A. Delivery of 1/3 of meters (1/3 of each bid item) is required by July 1, 2023 the next 1/3 of meters (1/3 of each bid item) is required by January 1, 2023 and the final delivery shall be by July 1, 2021. However, on the bid schedule the supplier may provide a revised schedule should materials be available sooner than above-mentioned schedule.

1.6 EXAMINATION AND PROCUREMENT OF DOCUMENTS

A. CONTRACT DOCUMENTS will be provided via the Utah Public Procurement Place (U3P, formerly known as SciQuest) website and the City's website

1.7 RIGHT TO REJECT BIDS

A. The OWNER reserves the right to reject any or all bids; or to accept or reject the whole or any part of any bid; or to waive any informality or technicality in any bid in the best interest of the OWNER. Only bids giving a firm quotation properly signed will be accepted.

1.8 VALIDITY PERIOD FOR BIDS

A. Bids shall remain valid for 30 days after the day of Bid opening.

END OF DOCUMENT

DOCUMENT 00200
INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

ARTICLE 1 - DEFINED TERMS

1.1 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents will be provided via the Utah Public Procurement Place (U3P, formerly known as SciQuest) website and on the City's Website at https://www.highlandcity.org/202/Bidding

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.1 In selecting the lowest responsible BIDDER, consideration will be given not only to the financial standing but also to the general competency of the BIDDER for the performance of the work covered by the BID.

3.2 Consideration will be given to the Suppliers ability to provide materials for the project on schedule. The Owner reserves the right to reject the BID from a Supplier which does not have the established financial standing, previous experience of similar projects, or the equipment and work force to complete the project on schedule.

3.3 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, present commitments, and such other data.

A. **In order to be considered qualified for this project Supplier must have an active warehouse within 80-miles of the City.**

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.1 It is the responsibility of each Bidder before submitting a Bid to:

A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

C. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

D. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.1 A pre-Bid conference will not be held for this project.

ARTICLE 6 - SITE AND OTHER AREAS

6.1 N/A

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.1 All questions about the meaning or intent of the Bidding Documents are to be submitted via email to Engineer Tavis Timothy, PE – tavis@b-t-eng.com or submitted online through the Utah Public Procurement Place (U3P, formerly known as SciQuest) website. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received after November 18 at 2:00 p.m. (two days prior to the date for opening of Bids) may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.2 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

8.1 A Bid Security is not Required

ARTICLE 9 - DELIVERY SCHEDULE

9.1 Delivery of meters shall be provided by the following dates:

July 1st, 2023 – 1/3 of each bid item
January 1st, 2024 – 1/3 of each bid item
July 1st, 2024 – Final delivery of materials

Should contractor be able to provide materials in an expedited schedule please provide dates within the bid schedule.

ARTICLE 10 -LIQUIDATED DAMAGES

10.1 Due to the critical nature of receiving materials by the contract times listed above the City will access Liquidated Damages of $7,000.00 per each week that expires should the materials not be delivered to the City. The Owner will suffer financial loss if delivery has not been completed per Article 9.1 due to delay in construction.

Due to current supply chain conditions and unpredictable market changes, Mountainland Supply will not be responsible for any liquidated damages or additional fees/moneys associated with the Highland City PI Metering Project.

Mountainland Supply will supply a “Letter of Intent to Supply.” From Sensus (See Appendix)

Please see details of Sensus’ supply chain shortage response by “A message from Mike McGann.” This response is also a “Notice of Force Majeure”. (See Appendix)

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "orequal" items.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.1 N/A

ARTICLE 13 - PREPARATION OF BID

13.0 The Bid form is included with the Bidding Documents.

13.2 All blanks on the Bid form shall be completed in ink/or type and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid From. A Bid price shall be indicated for each Bid item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.3 A Bid by a corporation shall be executed in the corporate name by the president or a vicepresident or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form.

13.4 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.

13.5 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.6 A Bid by an individual shall show the Bidder's name and business address.

13.7 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be provided on the Bid Form.

13.8 All names shall be printed in ink below the signatures.

13.9 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form.

13.10 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state or locality where the Project is located or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARSION OF BIDS

14.1 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all bid prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.2 Allowances

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Supplier's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 - SUBMITTAL OF BID

15.1 The Bid Form is to be completed and submitted with all the attachments outlined in Article 7 of the Bid Form.

15.2 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bid. A mailed Bid shall be addressed to Owner at address in Article 1.01 of Bid Form. If a Bid is sent via email it shall be addressed as outlined per the Invitation to Bid.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.1 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.2 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

17.1 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.1 All Bids will remain subject to acceptance for the period of time stated in the Bid Form.

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

19.1 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.2 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.3 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.4 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors,

Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.5 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents.

19.6 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the bid form, factors such as additive alternate bids, discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is offered the award.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.1 N/A

ARTICLE 21 - SIGNING OF AGREEMENT

21.1 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 -RETURN OF MATERIALS

22.1 At the Owners Sole Discretion they may return unused and in new condition, fittings and materials to the Supplier with no stocking fee and full price refund per the prices found within the Bid Schedule.

ARTICLE 23 – BUY AMERICA DOMESTIC PROCUREMENT PREFERENCE

23.1 This project is being partially funded by Federal monies and as such required to comply with the Buy America Domestic Procurement Preference. The following is provided for information:

*See BABA Compliance specifications in attached letter from Sensus (Vendor). (See Appendix)

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this

section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Definitions

"Construction materials" includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass); • lumber; or
- Drywall.

"Construction Materials" does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems,

including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

‘‘Project’’ means the construction, alteration, maintenance, or repair of infrastructure in the United States

END OF DOCUMENT

DOCUMENT 00400
BID FORM

Project Identification:
HIGHLAND CITY – PI METERS

ARTICLE 1 - BID RECIPIENT

1.1 This Bid Is Submitted To: **HIGHLAND CITY**

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.1 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

F. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.1 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.1.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

It is understood that all drillers have different diameter tooling and approaches. The diameters given are approximate. Each driller will submit his tooling size with his bid. Drillers are free to bid project with a different approach with an explanation of why they feel their approach is acceptable.

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) within the attached Bid Schedule: HIGHLAND CITY – PI METERS, BID SCHEDULE

Unit Prices have been computed in accordance with paragraph 13.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the contract Documents.

ARTICLE 6 - TIME OF COMPLETION

6.1 Bidder agrees that the materials will be delivered and will be completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated on the Bid Schedule or as found in Acticle 9 of Instructions to Bidder.

*See bid schedule for adjusted dates and material lead times

6.2 Bidder accepts the provisions of the Agreement as to liquidated damage.

ARTICLE 7 - ATTACHEMENTS TO THIS BID

7.1 The following documents are attached to and made a condition of the Bid:

A. Bid Schedule
B. Appendix
    a. SENSUS BABA letter from Chris Thomson
    b. Official Materials quote from Mountainland Supply – S105012064
    c. Sensus Letter of Intent to Supply
    d. Message from Mike McGann – Notice of Force Majeure

ARTICLE 8 - DEFINED TERMS

8.1 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.1 This Bid is submitted by: October 25th, 2022

If Bidder is:

A Corporation

Corporation Name:
_____Mountainland Supply_____

State or Jurisdiction of Incorporation: _____Utah_____

Type (General Business, Profession, Service, Limited Liability):
__General Business: Waterwork & Plumbing Supplier_____

By: _____
(Signature -- attach evidence of authority to sign)

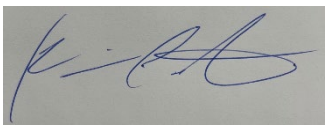
Name (typed or printed):
_____Kevin Carter_____

Title: _____Sales Manager_____

Email: kevin.carter@mountainland.com
Office: (801)224-6050 Ext. 1210
Cell: (385)223-4185

CORPORATE SEAL, if required by State

Attest



_____
(Signature of Corporate Secretary)

Date of Qualification to do business in __ Utah_____ [State or other jurisdiction where Project is located] is ___/___/____1947__

Bidder's Business address: 1505 W 130 S
Orem UT, 84058_____

_____

Business Phone No. (801)224-6050____

Business FAX No. (_____)_____

Business E-Mail Address: sensus@mountainlandsupply.us

_____

9.2 Bid submitted on ____October 25, 2022___.

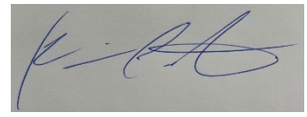
HIGHLAND CITY - PI METERS
BID SCHEDULE

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	**SENSUS 3/4" IPERL 7.5 LL WATER METER**	370	EA	$166.48	$ 61,596.72
	2-WIRE TRPL W/6FT CABLE				
2.	**SENSUS 1" IPERL 10.75 LL WATER METER**	3,849	EA	$258.31	$ 994,248.40
	2-WIRE TRPL W/6FT CABLE				
3.	**SENSUS 520M SINGLE PORT SMPT RADIO**	4,546	EA	$188.53	$ 857,036.35
4.	**EVOQ4 1-1/2" WATER METER**	113	EA	$2100.53	$ 237,360.27
5.	**EVOQ4 2" WATER METER**	189	EA	$2135.47	$ 403,603.20
6.	**EVOQ4 3" WATER METER**	15	EA	$3394.93	$ 50,924.00
7.	**EVOQ4 4" WATER METER**	10	EA	$3883.20	$ 38,832.00
8.	**EVOQ4 MX39 9FT CABLE**	327	EA	$609.333	$ 199,252.00
				TOTAL BID AMOUNT	$ **2,907,701.43**
ADDITIVE ALTERNATES					
A1	**PROVIDE AN NICOR TO TRPL ADAPTER**	4,546	EA	$ 35.65	$ 162,047.4
A2	**Sensus 520M Single-Port Wired Radios (compatible with Elster EvoQ4 meters)**	327	EA	$ 198.31	$ 64,848.49

SUPPLIER DELIVERY SCHEDULE

PROVIDE DATES THAT MATERIALS WILL BE SUPPLIED TO THE CITY IF SOONER THAN SCHEDULE PROVIDED IN INFO TO BIDDERS DOCUMENT

DELIVER 1/3 OF METERS OF EACH SIZE	DATE	October 24, 2023
DELIVER 2/3 OF METERS OF EACH SIZE	DATE	April 21, 2024
FINAL DELIVERY OF METERS	DATE	October 18, 2024



Appendix

Sensus, a Xylem brand
639 Davis Drive, Morrisville, NC 27560
Tel +1.919.845.4000

To:	Highland Park, Utah
From:	Chris Thomson, Vertical Marketing Manager, Water Networks
Subject:	Highland City – PI Meters, Build America, Buy America (BABA) Act
Date:	October 25, 2022

Sensus is pleased to provide the attached quotation for the Highland PI Meters project in response to the Invitation to Bid.

As you may be aware, iPERL meters and 520M SmartPoints – like many electronic devices in our industry – do not meet current Build America, Buy America ("BABA") requirements. Sensus is providing this bid based on our interpretation of the "Adjustment Period General Applicability Waiver of Build America, Buy America Provisions as Applied to DOI Federal Financial Assistance Agreements" issued by the Department of the Interior ("DOI"). The waiver was approved effective July 13, 2022 and expires January 12, 2023. We believe that this general applicability waiver waives BABA requirements for bids received and contracts awarded from July 13, 2022 through January 11, 2023. This quotation expires at 11:59 pm ET January 11, 2023 or upon notice from the Highland, Utah project team that this interpretation of the referenced general applicability waiver is not accurate.

Given the current installed base of meters, radios and network coupled with current supply chain and sourcing challenges faced by electronic manufacturers in the U.S., Highland, Utah may wish to consider a project specific waiver request to DOI should there be disagreement with our interpretation.

MOUNTAINLAND
SUPPLY COMPANY

MLOR MOUNTAINLAND SUPPLY COMPANY
1505 West 130 South
Orem, UT 84058
801-224-6050
Fax 801-224-6058

Quotation

EXPIRATION DATE	QUOTE NUMBER
10/24/2022	S105012064

REMIT TO:	PAGE NO.
MLSC MOUNTAINLAND SUPPLY COMPANY **PO Box 127** **OREM, UT 84059-0127**	1 of 2

QUOTE TO:

HIGHLAND CITY
5400 W CIVIC CENTER DR, STE 1
HIGHLAND, UT 84003

SHIP TO:

HIGHLAND CITY SHOP
NO FRIDAY DELIVERIES
BIG SHOP AT MOUTH OF
HIGHLAND, UT 84003

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
10748	Highland Spec		COLLIN RASMUSSEN

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
KEVIN CARTER			10/25/2022	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	SHIPPING INSTRUCTIONS *NO FRIDAY DELIVERIES*		
370ea	SENSUS 3/4S IPERL 7.5LL 1GAL TR/PL 2-WIRE TRPL W/ 6FT CABLE 1GAL CONFIG# I2-S-1GB-XX Current Lead Time: 1/3 of meters 45 Weeks	166.478/ea	61596.72
3849ea	SENSUS 1 IPERL 10.75 LL 1GAL TR/PL 2-WIRE TRPL W/ 6FT CABLE 1GAL CONFIG# I4-S-1GB-XX Current Lead Time: 1/3 of meters 45 Weeks	258.313/ea	994248.40
4546ea	SENSUS 520M SINGLE PORT SMPT RADIO PIT-SET WITH TRPL TOUCHCOUPLER INTERVAL DATA Current Lead Time: 1/3 of radios 52 Weeks	188.525/ea	857036.35
327ea	SENSUS 520M SINGLE PORT SMPT RADIO RADIO PIT-SET WIRED UNIT Lead Time: 1/3 of radios 52 Weeks	198.313/ea	64848.49
113ea	ELSTER EVOQ4 1-1/2 ELECTROMAGNETIC METER 112EVOQ4 Current Lead Time: 21 weeks	2100.533/ea	237360.27

** Continued on Next Page *

	Bid Total	

MLOR MOUNTAINLAND SUPPLY COMPANY
1505 West 130 South
Orem, UT 84058
801-224-6050
Fax 801-224-6058

Quotation

EXPIRATION DATE	QUOTE NUMBER
10/24/2022	S105012064

REMIT TO:	PAGE NO.
MLSC MOUNTAINLAND SUPPLY COMPANY **PO Box 127** **OREM, UT 84059-0127**	2 of 2

QUOTE TO:

HIGHLAND CITY
5400 W CIVIC CENTER DR, STE 1
HIGHLAND, UT 84003

SHIP TO:

HIGHLAND CITY SHOP
NO FRIDAY DELIVERIES
BIG SHOP AT MOUTH OF
HIGHLAND, UT 84003

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
10748	Highland Spec		COLLIN RASMUSSEN

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
KEVIN CARTER			10/25/2022	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
189ea	2in ELSTER EVOQ4 ELEC-MAG METER 17"LL 5005Q0026 Current Lead Time: 21 weeks	2135.467/ea	403603.20
15ea	ELSTER 3 EVOQ4 METER 12LL PART# 5005Q0002 Current Lead Time: 21 weeks SPECIAL ORDER RETURN POLICY APPLIES	3394.933/ea	50924.00
10ea	4in ELSTER EVOQ4 ELEC-MAG METER 5005Q0003 Current Lead Time: 21 weeks SPECIAL ORDER RETURN POLICY APPLIES	3883.200/ea	38832.00
327ea	ELSTER MX39 9FT SENSUS ENCODER V8-8D 3W-2W W/PIT PAD 2512Q003308UYK Current Lead Time: 21 weeks	609.333/ea	199252.00
4546ea	SENSUS NICOR TO TRPL ADAPTER 18" LENGTH PART:5396135252004 Current Lead Time: 12 weeks SPECIAL ORDER RETURN POLICY APPLIES	35.646/ea	162047.42
		Bid Total	3069748.85

Bid Total does not include tax or freight. All prices herein supercede all prior quotes and are subject to change without prior notice.
No guarantee is made as to the accuracy of the quantities listed.
*** NOTE- All Special Order Material is Non-Returnable ***

Due to the impact of COVID-19 supply chain interruptions, trucking shortages, and resulting price increases, this pricing is based on material in stock at time of quotation. Please verify all quantities and part numbers prior to placing your order.

Printed By: KEVINC on 10/25/2022 9:57:45 AM

637 Davis Drive
Morrisville, NC USA
www.sensus.com

sensus
a xylem brand

Letter of Intent

Mountainland Supply
1505 W 130 S
Orem, Utah 84058

Date: 10/25/2022

Re: RFP - Highland City - PI Meters

Please let this document serve as the letter of intent that Sensus Metering fully understands the scope of this project and intends to supply apx.1400 meters/radios per milestone dates in the RFP, commencing in October of 2023, and through the 18-month project duration. As you know, these are unprecedented times in the manufacturing world, if any unforeseen supply chain issues, shipping shutdowns, or any complete absence of raw materials takes place, we will immediately communicate these failures and discuss other possible solutions.

Brent L. Olson
Account Development Manager – AZ/UT/NM/W. Texas

Dear valued customer,

The global economic recovery from the pandemic is underway, driving a surge in demand for goods across many industries—particularly those that require electronic components. Demand is outpacing supply and prices of products, services and transportation are rising. Suppliers are changing their delivery forecasts while companies globally compete for high-demand components.

No one is untouched by the current state of affairs, including Xylem. The unavailability of component parts, a fire at the facility of a key supplier and the global disruptions brought on by the pandemic are all contributing to changes in lead times. In addition, multiple suppliers are de-committing our open orders on short notice. All of these factors are having an impact on our ability to deliver what you need, when you need it. As a result, please consider this letter a notice of force majeure.

Impact on Current Orders
Our colleagues are working hard to resolve the unavailability of component parts, which currently includes electronics and resins. However, given the dynamic situation, we are unable to estimate how long the challenges will persist. We will update you periodically as we learn more about the impact and duration of the component shortage on our ability to fulfill your order.

Impact on Future Orders
In parallel, we are extending our production and delivery lead times for future orders on a product-by-product basis. We will recommit orders on a regular basis and provide you with visibility to your shipments three (3) weeks ahead of time, based on the then-current view of product availability. If there is a change in the availability of parts, products may get to you faster.

Impact on Future Pricing
We are closely monitoring the impact of inflationary pricing from component suppliers, transportation companies and others as it may affect future pricing for new orders on some of our products.

How You Can Help
The phrase, 'we're in this together' has probably been spoken more in the past 14 months than in any other time in recent history. Simply put, we need your help to navigate the uncertainties. Here's how you can contribute to the solution:

- Place your firm orders as far out as possible (provide a 12 month view, if you can)
- Use order-entry tools, such as ship flag early no, to prevent significant pull-in of orders
- Most importantly, please avoid the urge to inflate your demand or exaggerate the date you need products to arrive

Our commitment to you remains steadfast. We will provide updates in a timely manner and will continue to explore all options to address issues that are in our control and to combat those that are not. If you have questions, please reach out to your sales representative.

Sincerely,

Mike McGann
VP, Sensus Americas, Global Engineering and Assessment Services

HIGHLAND CITY - PI METERS
SCHEDULE

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	**SENSUS 3/4" IPERL 7.5 LLN WATER METER** 2-WIRE TRPL W/6FT CABLE	370	EA	$ 200.00	$ 74,000.00
2.	**SENSUS 1" IPERL 10.75 LL WATER METER** 2-WIRE TRPL W/6FT CABLE	3,849	EA	$ 300.00	$ 1,154,700.00
3.	**SENSUS 520M SINGLE PORT SMPT RADIO**	4,546	EA	$ 222.00	$ 1,009,212.00
4.	**EVOQ4 1-1/2" WATER METER**	113	EA	$ 2,430.00	$ 274,590.00
5.	**EVOQ4 2" WATER METER**	189	EA	$ 2,500.00	$ 472,500.00
6.	**EVOQ4 3" WATER METER**	15	EA	$ 4,000.00	$ 60,000.00
7.	**EVOQ4 4" WATER METER**	10	EA	$ 4,500.00	$ 45,000.00
8.	**EVOQ4 MX39 9FT CABLE**	327	EA	$ 700.00	$ 228,900.00
				TOTAL BID AMOUNT	$ 3,318,902.00

ADDITIVE ALTERNATES

A1	**PROVIDE AN NICOR TO TRPL ADAPTER**	4,546	EA	$	$

SUPPLIER DELIVERY SCHEDULE

PROVIDE DATES THAT MATERIALS WILL BE SUPPLIED TO THE CITY:

DELIVER 1/3 OF METERS OF EACH SIZE — DATE _____

DELIVER 2/3 OF METERS OF EACH SIZE — DATE _____

FINAL DELIVERY OF METERS — DATE 16-18 months aro

Technology International, Inc.
1349 South International Pkwy, Suite 2411
Lake Mary, FL 32746
Tel: (407) 359-2373
Fax: (407) 359-2372
E-mail: tii@tii-usa.com
Website: www.tii-usa.com

Equipment Proposal

Title: Highland PI Meters

Solicitation: NS23-47

Agency: Highland City

TII Ref: **TII/UT/1022/24732**

Date: 10/25/2022

In response to your quote request for Highland PI Meters, Technology International, Inc. is pleased to submit the following for consideration:

ITEM NO.	QTY	DESCRIPTION/ MODEL NO.	UNIT PRICE	EXTD. PRICE
1	370	**CONFIG# I2-S-1GB-XX** SENSUS 3/4S IPERL 7.5LL 1GAL TR/PL 2-WIRE TRPL W/ 6FT CABLE 1GAL	$200.00	$74,000.00
2	3849	**CONFIG# I4-S-1GB-XX** SENSUS 1 IPERL 10.75 LL 1GAL TR/PL 2-WIRE TRPL W/ 6FT CABLE 1GAL	$300.00	$1,154,700.00
3	4546	**Sensus 520m** Single Port Smpt Radio Pit-Set With Trpl Touchcoupler Interval Data. **Sensus 520m** Single Port Smpt Radio Radio Pit-Set Wired Unit.	$222.00	$1,009,212.00
4	113	Elster Evoq4 1-1/2 Electromagnetic Meter 112evoq4	$2,430.00	$274,590.00
5	189	2in ELSTER EVOQ4 ELEC-MAG METER 17"LL 5005Q0026	$2,500.00	$472,500.00

6	15	Part# **5005Q0002** ELSTER 3 EVOQ4 METER 12LL	$4,000.00	$60,000.00
7	10	4in ELSTER EVOQ4 ELEC-MAG METER 5005Q0003	$4,500.00	$45,000.00
8	327	ELSTER MX39 9FT SENSUS ENCODER V8-8D 3W-2W W/PIT PAD 2512Q003308UYK	$700.00	$228,900.00
Total…….....$3,318,902.00				

Warranty: Manufacturer's Standard warranty applies.

Delivery:

- Estimated delivery is **16-18 Months** after receipt of order and approved submittal.
- *Please note, due to COVID-19 there may be unanticipated disruptions and delays in the supply chains globally, for parts, components, equipment and internal manufacturing services such as engineering, production allocation, and logistics. This may result in manufacturing & delivery delays out of our control. We will do our best to communicate all such impacts and reduce the effects of any such delays.*
- All delivery dates quoted are subject to manufacturer's confirmation at time of order.
- Submittal data will be provided for approval after receipt of order (if applicable)
- Customer to provide equipment and personnel to unload
- TII will provide MSO at time of payment confirmation. Customer is responsible for all titling and registration of trailer (If Applicable)

Freight: Included to American Fork, UT 84003

Quote Validity: 30 days.

Payment Terms: NET 30
Prompt Payment discount: 1/4 % 10 days

***** Notes:**

- Quoted price is not available on a line item basis. This is an offer for a lump sum contract.

Technology International, Inc. Corporate data:
We are a small business and our Tax Payer Identification Number (TIN): 650342335. The above price quoted does not include any sales, excise or similar taxes.

We trust that this proposal will meet your requirements and we look forward to hearing from you.

If you have any questions or need more information, please contact us by phone at 407-359-2373, fax at 407-359-2372 or email us at tii@tii-usa.com

Respectfully submitted,

Rifat Habib
Business Development Executive
Technology International, Inc.

DOCUMENT 00100
INVITATION TO BID

PART 1 GENERAL

1.1 CONSTRUCTION CONTRACT

A. Qualified Bidders are invited to bid on the Material Supply Contract known as ***Highland PI Meters.***

B. The location of the Project is ***Highland, Utah.***

C. The work to be performed consists of furnishing and delivering the fittings and appurtenances thereto as included in the Contract Documents. The Work generally includes, but is not limited to, the following:
Furnishing and delivery of Sensus Iperl and Honeywell EVoQ4 meters to be used with Highland City's overall PI Meter Project. Supplier shall be responsible for the unloading of the materials in a location specified by the City. Supplier warehouse to be located a minimum of 80-miles from Highland City.

D. All questions relative to the project shall be submitted via email to the Engineer Tavis Timothy, PE – tavis@b-t-eng.com or on the Utah Public Procurement Place (U3P, formerly known as SciQuest) website. Questions received after October 24, at 11:00 a.m. (one day prior to the date for opening of Bids) may not be answered.

1.2 BID LOCATION AND OPENING

A. Separate sealed bids or a bid delivered via email will be received by the OWNER in their office located at 5400 W Civic Center Dr, Suite 1, Highland, Utah 84003 until ***11:00 a.m. on Tuesday, October 25, 2022*** and then at said office publicly opened and read aloud. Sealed hand delivered bids shall be addressed and delivered to Highland City Recorder, prior to the Bid Opening. Emailed bids shall be sent to both joann@highlandcity.org and tavis@b-t-eng.com, prior to the Bid Opening.

B. On the outside of the envelope, or on the subject line of the email, the bidder shall indicate the Contract title, the name of the Bidder, and the date and time of Bid opening.

1.3 BID SECURITY

A. A bid bond is not required for this invitation.

1.4 PRE-BID CONFERENCE

A. A Pre-Bid Conference will not be held for this project.

1.5 CONTRACT TIME

A. Delivery of 1/3 of meters (1/3 of each bid item) is required by July 1, 2023 the next 1/3 of meters (1/3 of each bid item) is required by January 1, 2024 and the final delivery shall be by July 1, 2024. However, on the bid schedule the supplier may provide a revised schedule should materials be available sooner than above-mentioned schedule.

1.6 EXAMINATION AND PROCUREMENT OF DOCUMENTS

A. CONTRACT DOCUMENTS will be provided via the Utah Public Procurement Place (U3P, formerly known as SciQuest) website and the City's website

1.7 RIGHT TO REJECT BIDS

A. The OWNER reserves the right to reject any or all bids; or to accept or reject the whole or any part of any bid; or to waive any informality or technicality in any bid in the best interest of the OWNER. Only bids giving a firm quotation properly signed will be accepted.

1.8 VALIDITY PERIOD FOR BIDS

A. Bids shall remain valid for 30 days after the day of Bid opening.

END OF DOCUMENT

DOCUMENT 00200
INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

ARTICLE 1 - DEFINED TERMS

1.1 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents will be provided via the Utah Public Procurement Place (U3P, formerly known as SciQuest) website and on the City's Website at https://www.highlandcity.org/202/Bidding

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.1 In selecting the lowest responsible BIDDER, consideration will be given not only to the financial standing but also to the general competency of the BIDDER for the performance of the work covered by the BID.

3.2 Consideration will be given to the Suppliers ability to provide materials for the project on schedule. The Owner reserves the right to reject the BID from a Supplier which does not have the established financial standing, previous experience of similar projects, or the equipment and work force to complete the project on schedule.

3.3 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, present commitments, and such other data.

A. **In order to be considered qualified for this project Supplier must have an active warehouse within 80-miles of the City.**

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.1 It is the responsibility of each Bidder before submitting a Bid to:

A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

C. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

D. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.1 A pre-Bid conference will not be held for this project.

ARTICLE 6 - SITE AND OTHER AREAS

6.1 N/A

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.1 All questions about the meaning or intent of the Bidding Documents are to be submitted via email to Engineer Tavis Timothy, PE – tavis@b-t-eng.com or submitted online through the Utah Public Procurement Place (U3P, formerly known as SciQuest) website. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded by Engineer as having

received the Bidding Documents. Questions received after November 18 at 2:00 p.m. (two days prior to the date for opening of Bids) may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.2 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

8.1 A Bid Security is not Required

ARTICLE 9 - DELIVERY SCHEDULE

9.1 Delivery of meters shall be provided by the following dates:

July 1st, 2023 – 1/3 of each bid item
January 1st, 2024 – 1/3 of each bid item
July 1st, 2024 – Final delivery of materials

Should contractor be able to provide materials in an expedited schedule please provide dates within the bid schedule.

ARTICLE 10 -LIQUIDATED DAMAGES

10.1 Due to the critical nature of receiving materials by the contract times listed above the City will access Liquidated Damages of $7,000.00 per each week that expires should the materials not be delivered to the City. The Owner will suffer financial loss if delivery has not been completed per Article 9.1 due to delay in construction.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.1 N/A

ARTICLE 13 - PREPARATION OF BID

13.0 The Bid form is included with the Bidding Documents.

13.2 All blanks on the Bid form shall be completed in ink/or type and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid From. A Bid

price shall be indicated for each Bid item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.3 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form.

13.4 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.

13.5 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.6 A Bid by an individual shall show the Bidder's name and business address.

13.7 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be provided on the Bid Form.

13.8 All names shall be printed in ink below the signatures.

13.9 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form.

13.10 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state or locality where the Project is located or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARSION OF BIDS

14.1 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all bid prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.2 Allowances

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Supplier's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 - SUBMITTAL OF BID

15.1 The Bid Form is to be completed and submitted with all the attachments outlined in Article 7 of the Bid Form.

15.2 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bid. A mailed Bid shall be addressed to Owner at address in Article 1.01 of Bid Form. If a Bid is sent via email it shall be addressed as outlined per the Invitation to Bid.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.1 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.2 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

17.1 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the

Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.1 All Bids will remain subject to acceptance for the period of time stated in the Bid Form.

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

19.1 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.2 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.3 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.4 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.5 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents.

19.6 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the bid form, factors such as additive alternate bids, discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is offered the award.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.1 N/A

ARTICLE 21 - SIGNING OF AGREEMENT

21.1 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 -RETURN OF MATERIALS

22.1 At the Owners Sole Discretion they may return unused and in new condition, fittings and materials to the Supplier with no stocking fee and full price refund per the prices found within the Bid Schedule.

ARTICLE 23 – BUY AMERICA DOMESTIC PROCUREMENT PREFERENCE

23.1 This project is being partially funded by Federal monies and as such required to comply with the Buy America Domestic Procurement Preference. The following is provided for information:

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and

furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Definitions

"Construction materials" includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- Drywall.

"Construction Materials" does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

''Project'' means the construction, alteration, maintenance, or repair of infrastructure in the United States

END OF DOCUMENT

DOCUMENT 00400
BID FORM

Project Identification:
HIGHLAND CITY – PI METERS

ARTICLE 1 - BID RECIPIENT

1.1 This Bid Is Submitted To: **HIGHLAND CITY**

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.1 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

F. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.1 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.1.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

It is understood that all drillers have different diameter tooling and approaches. The diameters given are approximate. Each driller will submit his tooling size with his bid. Drillers are free to bid project with a different approach with an explanation of why they feel their approach is acceptable.

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) within the attached Bid Schedule: HIGHLAND CITY – PI METERS, BID SCHEDULE

Unit Prices have been computed in accordance with paragraph 13.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the contract Documents.

ARTICLE 6 - TIME OF COMPLETION

6.1 Bidder agrees that the materials will be delivered and will be completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated on the Bid Schedule or as found in Acticle 9 of Instructions to Bidder.

6.2 Bidder accepts the provisions of the Agreement as to liquidated damage.

ARTICLE 7 - ATTACHEMENTS TO THIS BID

7.1 The following documents are attached to and made a condition of the Bid:

A. Bid Schedule

ARTICLE 8 - DEFINED TERMS

8.1 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.1 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____ SEAL, if required by State

By: _____

(Individual's signature)

Doing business as:

_____

A Partnership

Partnership Name: _____ SEAL, if required by State

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed):

_____

A Corporation

Corporation Name:

WISECOM TECHNOLOGIES Inc.

State or Jurisdiction of Incorporation: MD

Type (General Business, Profession, Service, Limited Liability):

General Business

By: Haroon Javed

(Signature -- attach evidence of authority to sign)

Name (typed or printed):

Haroon Javed

Title: Sales Rep

CORPORATE SEAL, if required by State

Attest Andy Lane

(Signature of Corporate Secretary)

Date of Qualification to do business in 2017 [State or other jurisdiction where Project is located] is 10 / 21 / 2022

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____ SEAL, if required by State

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed):
_____

Title: _____

Second Joint Venture Name: _____ SEAL, if required by State

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed):
_____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

Bidder's Business address: _____

_____

Business Phone No. (_____)_____

Business FAX No. (_____)_____

Business E-Mail Address
_____

State Contractor License No. _____. (If applicable)

Employer's Tax ID No. _____

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

_____

_____

9.2 Bid submitted on 10/20/2022, 20___.

HIGHLAND CITY - PI METERS
BID SCHEDULE

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	**SENSUS 3/4" IPERL 7.5 LLN WATER METER** 2-WIRE TRPL W/6FT CABLE	370	EA	$	$
2.	**SENSUS 1" IPERL 10.75 LL WATER METER** 2-WIRE TRPL W/6FT CABLE	3,849	EA	$	$
3.	**SENSUS 520M SINGLE PORT SMPT RADIO**	4,546	EA	$	$
4.	**EVOQ4 1-1/2" WATER METER**	113	EA	$	$
5.	**EVOQ4 2" WATER METER**	189	EA	$	$
6.	**EVOQ4 3" WATER METER**	15	EA	$	$
7.	**EVOQ4 4" WATER METER**	10	EA	$	$
8.	**EVOQ4 MX39 9FT CABLE**	327	EA	$	$
				TOTAL BID AMOUNT	$

ADDITIVE ALTERNATES

A1	**PROVIDE AN NICOR TO TRPL ADAPTER**	4,546	EA	$	$

SUPPLIER DELIVERY SCHEDULE

PROVIDE DATES THAT MATERIALS WILL BE SUPPLIED TO THE CITY IF SOONER THAN SCHEDULE PROVIDED IN INFO TO BIDDERS DOCUMENT

DELIVER 1/3 OF METERS OF EACH SIZE DATE _____

DELIVER 2/3 OF METERS OF EACH SIZE DATE _____

FINAL DELIVERY OF METERS DATE _____

TIN#: 82-1056030

Price Quote

WISECOM TECHNOLOGIES INC
4500 Forbes Blvd #200-W14
Lanham,Maryland,20706
United States
Tel: 1-888-340-4487 / 240-630-5099
Fax: (301) 476 4829/ (240) 536 5555
URL: www.wisecomtech.com

Quote No.	WCT-219353
Date	10/21/2022
Validity	11/18/2022
Sales Rep.	Haroon
Payment Terms	Net -30

Customer ID:-

Bill to Address

Tavis Timothy
Highland
400 W Civic Center Dr, Suite 1,
Highland,Utah,84003
United States

Tel: 240-244-0488

Ship to Address

Tavis Timothy
Highland
400 W Civic Center Dr, Suite 1,
Highland,Utah,84003
United States

Fax: -
Tel: 240-244-0488

Reference to your query for supply of equipment,WISECOM TECHNOLOGIES INC is pleased to provide you with the following quote:

Sr.#	Part# Description	Condition	ETA	Qty	Unit Price	Amount
1	SENSUS 3/4S IPERL 7.5LL 1GAL TR/PL 2-WIRE TRPL W/ 6FT CABLE 1GAL CONFIG# I2-S-1GB-XX Current Lead Time: 45 Weeks	-	45 Weeks	370	191.44	70,832.80
	SENSUS 3/4S IPERL 7.5LL 1GAL TR/PL 2-WIRE TRPL W/ 6FT CABLE 1GAL CONFIG# I2-S-1GB-XX Current Lead Time: 45 Weeks					
2	SENSUS 1 IPERL 10.75 LL 1GAL TR/PL 2-WIRE TRPL W/ 6FT CABLE 1GAL CONFIG# I4-S-1GB-XX Current Lead Time: 45 Weeks	-	45 Weeks	3,849	297.06	1,143,383.94
	SENSUS 1 IPERL 10.75 LL 1GAL TR/PL 2-WIRE TRPL W/ 6FT CABLE 1GAL CONFIG# I4-S-1GB-XX Current Lead Time: 45 Weeks					
3	SENSUS 520M SINGLE PORT SMPT RADIO PIT-SET WITH TRPL TOUCHCOUPLER INTERVAL DATA Current Lead Time: 52 Weeks	-	52 Weeks	4,546	216.80	985,572.80
	SENSUS 520M SINGLE PORT SMPT RADIO PIT-SET WITH TRPL TOUCHCOUPLER INTERVAL DATA Current Lead Time: 52 Weeks					
4	ELSTER EVOQ4 1-1/2 ELECTROMAGNETIC METER 112EVOQ4 Current Lead Time: 21 weeks	-	21 Weeks	113	2,415.61	272,963.93
	ELSTER EVOQ4 1-1/2 ELECTROMAGNETIC METER 112EVOQ4 Current Lead Time: 21 weeks					
5	2in ELSTER EVOQ4 ELEC-MAG METER 17"LL 5005Q0026 Current Lead Time: 21 weeks	-	21 Weeks	189	2,455.78	464,142.42
	2in ELSTER EVOQ4 ELEC-MAG METER 17"LL 5005Q0026 Current Lead Time: 21 weeks					
6	EVOQ4	-	21 Weeks	15	3,904.17	58,562.55
	ELSTER 3 EVOQ4 METER 12LL PART# 5005Q0002 Current Lead Time: 21 weeks					

7	"4in ELSTER EVOQ4 ELEC-MAG METER 5005Q0003 Current Lead Time: 21 weeks SPECIAL ORDER RETURN POLICY APPLIES"	-	21 Weeks	10	4,465.68	44,656.80
	"4in ELSTER EVOQ4 ELEC-MAG METER 5005Q0003 Current Lead Time: 21 weeksSPECIAL ORDER RETURN POLICY APPLIES"					
8	ELSTER MX39 9FT SENSUS ENCODER V8-8D 3W-2W W/PIT PAD 2512Q003308UYK Current Lead Time: 21 weeks	-	21 Weeks	327	700.73	229,138.71
	ELSTER MX39 9FT SENSUS ENCODER V8-8D 3W-2W W/PIT PAD 2512Q003308UYK Current Lead Time: 21 weeks					
9	PART:5396135252004	-	12 Weeks	4,546	40.99	186,340.54
	SENSUS NICOR TO TRPL ADAPTER 18" LENGTH PART:5396135252004 Current Lead Time: 12 weeks					

SUB TOTAL	3,455,594.49
SALE TAX (6.00%)	0.00
FREIGHT	0.00
HANDLING	0.00
FEE	0.00
DISCOUNT	0.00
GRAND TOTAL USD	3,455,594.49

TERMS AND CONDITIONS

Bid Total does not include tax. All prices herein supercede
all prior quotes and are subject to change without prior notice.
No guarantee is made as to the accuracy of the quantities listed.
*** NOTE- All Special Order Material is Non-Returnable ***

Due to the impact of COVID-19 supply chain interruptions, trucking shortages, and resulting price increases, this pricing is based on material in stock at time of quotation. Please verify all quantities and part numbers prior to placing your order.

All Quotations/Sale Orders and subsequent orders are subject to compliance to our standard terms & conditions unless stated otherwise.
- See Terms and Conditions of sale at www.wisecomtech.com/terms
- No returns accepted without prior authorization. See Return Policy at www.wisecomtech.com/return-policy

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AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #13

DATE: November 1, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Smith, Planner & GIS Analyst
SUBJECT: **ACTION:** 10100 N Landscape Plan
TYPE: **LAND USE (ADMINISTRATIVE)**

PURPOSE:
The City Council will hold consider a request by Lennar Homes, Ivory Development, and David Weekley Homes to approve the landscape plan for 10100 N. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION:
On May 21, 2019, the property was rezoned as a Planned Development (PD) district. On November 9, 2021, the City Council approved the preliminary plat for Pod B subject to nine stipulations. The preliminary plat included a total of 424 residential units, two roads (Featherstone Drive and Dorado Way), and the park.

The City Council approved the final plats for Plat F and Plat G and June 21, 2022. Ridgeview Plat J was approved on September 20, 2022.

October 18th, 2022, the City Council approved an update to those final plats relating to the City right-of-way. The Council included a stipulation of approval that the entire section along 10100 N be xeriscaped with trees and bushes, and that the plan come back to the Council for final approval.

BACKGROUND:
Highland City is maintaining the landscaping along North County Blvd and 10100 N. All interior landscaping and landscaping along Canal Blvd will be maintained by the HOA.

Upon further review of the landscape plan, 10100 N is planned to be landscaped with ground coverage of river cobble and crushed rock with trees, shrubs, and other plantings. The sections of turf sod mixed with xeriscaping are only along North County Blvd and Featherstone.

SUMMARY OF REQUEST:
1. The 10100 N landscape plan includes ground coverages of Southtown river cobble and Talon's Cove crushed rock.
2. Street trees are provided every 30 feet along 10100 N with other plantings between the trees.

3. The overall landscape plan for 10100 N, North County Blvd, and Featherstone Drive includes the following:
    - 145 trees (4 different species)
    - 297 shrubs (13 different species)
    - 231 grasses (3 different species)
    - 87 perennials (3 different species)

STAFF REVIEW:

- The landscape plan is consistent with the City Council's stipulation of approval.

FISCAL IMPACT:

This action will not have a financial impact on this fiscal year's budget expenditure.

STAFF RECOMMENDATION:

Staff recommends the City Council **APPROVE** the 10100 N landscape plan.

MOTION TO APPROVE:

I move that City Council **APPROVE** the 10100 N xeriscaped landscaping plan.

ATTACHMENTS:

1. Landscape Plan

ATTACHMENT #1:

OVERALL PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
AC	Acer campestre	Hedge Maple	2" Cal.	41
AF	Acer ginnala 'Flame'	Flame Amur Maple	2" Cal.	22
AG	Acer grandidentatum	Big Tooth Maple	2" Cal.	59
SR	Syringe reticulate	Japanese Tree Lilac	2" Cal.	23

SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
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BTC2	Berberis thunbergii `Concorde`	Concorde Japanese Barberry	5 gal.	15
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JHB	Juniperus horizontalis `Blue Chip`	Blue Chip Juniper	5 gal.	12
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RAG	Rhus aromatica `Gro-Low`	Gro-Low Fragrant Sumac	5 gal.	23
SS	Sorbaria sorbifolia `Sem`	Sem Ash Leaf Spirea	5 gal.	32

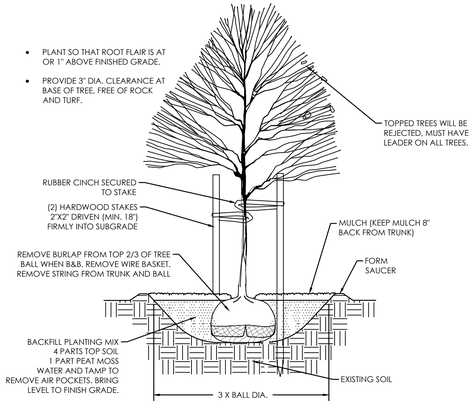
ORNAMENTAL GRASSES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
CAK	Calamagrostis x acutiflora `Karl Foerster`	Karl Foerster Feather Reed Grass	1 gal.	95
HSS	Helictotrichon sempervirens `Sapphire`	Sapphire Blue Oat Grass	1 gal.	65
PAH	Pennisetum alopecuroides `Hameln`	Hameln Fountain Grass	1 gal.	71

PERENNIALS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
HSO	Hemerocallis x `Stella de Oro`	Stella de Oro Daylily	1 gal.	24
HBP	Hemerocallis x 'Buttered Popcorn'	Buttered Popcorn Daylily	1 gal.	51
SNE	Salvia nemorosa 'East Friesland'	East Friesland Meadow Sage	2 gal.	12

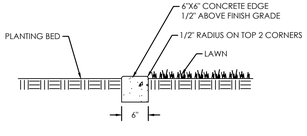
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
PP2	Poa pratensis	Kentucky Bluegrass	sod	21,256 sf

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY
1	RIVER COBBLE, TYPE: SOUTHTOWN COBBLE, SIZE 2"-4" FROM UTAH LANDSCAPING ROCK IN NEPHI UTAH OR APPROVED EQUAL.	25,300 sf
2	CRUSHED ROCK, TYPE: TALON`S COVE, SIZE 1"-2" BY UTAH LANDSCAPING ROCK IN NEPHI UTAH OR APPROVED EQUAL	12,464 sf
3	6" CONCRETE MOW EDGE	



A TREE PLANTING & STAKING
NOT TO SCALE



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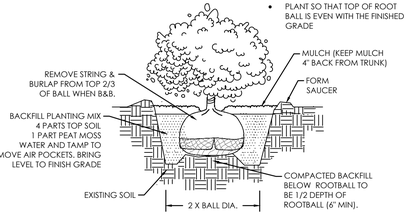

C SHRUB PLANTING
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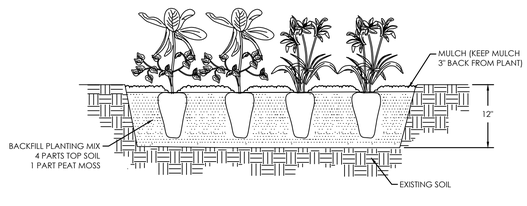


D PERENNIAL PLANTING
NOT TO SCALE

LANDSCAPE NOTES

1. LAWN AREAS WILL BE SODDED WITH KENTUCKY BLUEGRASS BLEND OVER 4 INCHES GOOD GRADE TOPSOIL.
2. TOP DRESS ALL SHRUB BED AREAS AND OTHER AREAS LABELED ROCK MULCH WITH 4" DEPTH OF ROCK TYPES SPECIFIED IN REFERENCE NOTE SCHEDULE. PLACE OVER DEWITT PRO-5 WEED BARRIER FABRIC. FABRIC SHALL BE INSTALLED AFTER PRE-EMERGENT HAS BEEN APPLIED.

HIGHLAND CITY NOTES

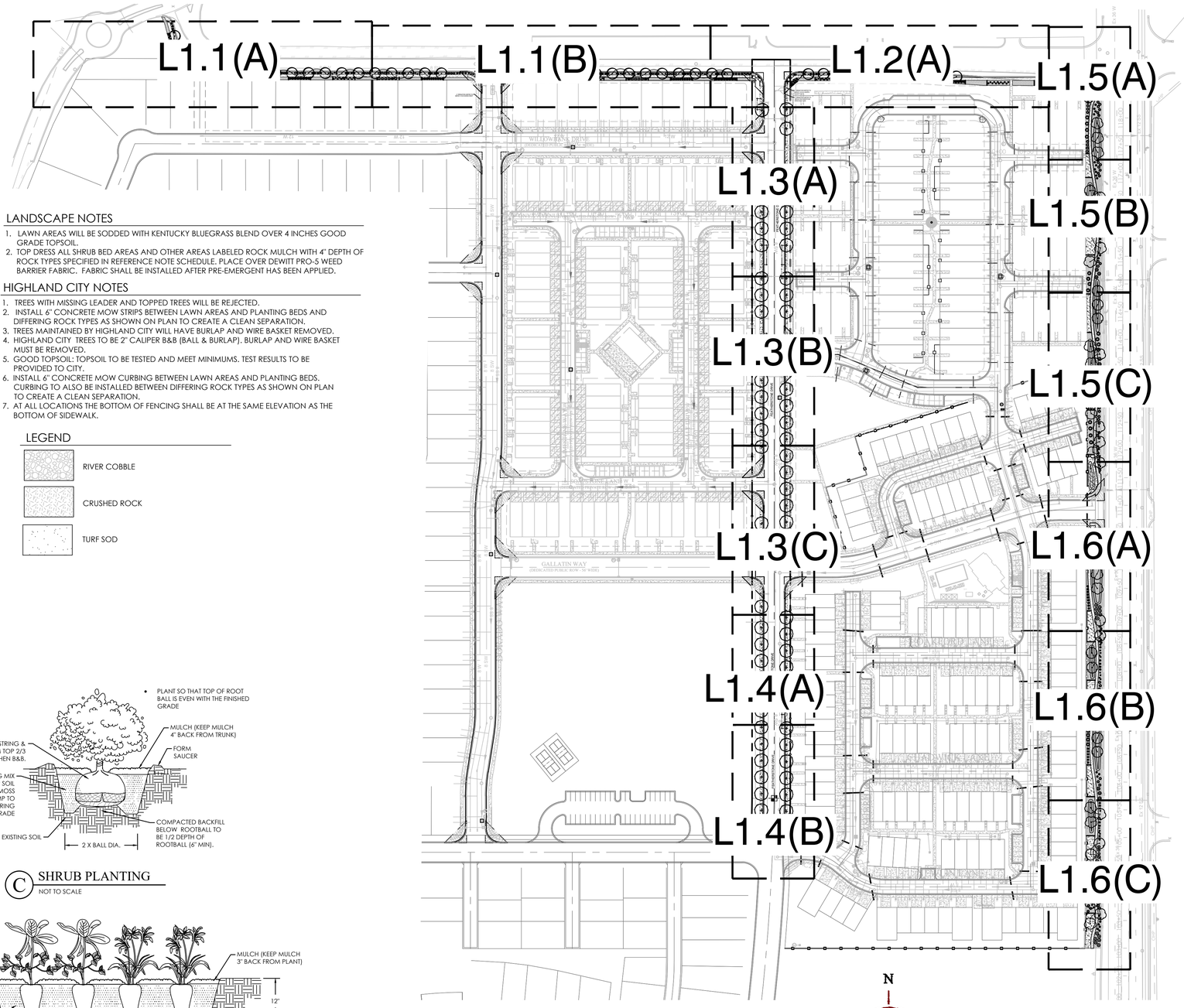
1. TREES WITH MISSING LEADER AND TOPPED TREES WILL BE REJECTED.
2. INSTALL 6" CONCRETE MOW STRIPS BETWEEN LAWN AREAS AND PLANTING BEDS AND DIFFERING ROCK TYPES AS SHOWN ON PLAN TO CREATE A CLEAN SEPARATION.
3. TREES MAINTAINED BY HIGHLAND CITY WILL HAVE BURLAP AND WIRE BASKET REMOVED.
4. HIGHLAND CITY TREES TO BE 2" CALIPER B&B (BALL & BURLAP). BURLAP AND WIRE BASKET MUST BE REMOVED.
5. GOOD TOPSOIL: TOPSOIL TO BE TESTED AND MEET MINIMUMS. TEST RESULTS TO BE PROVIDED TO CITY.
6. INSTALL 6" CONCRETE MOW CURBING BETWEEN LAWN AREAS AND PLANTING BEDS. CURBING TO ALSO BE INSTALLED BETWEEN DIFFERING ROCK TYPES AS SHOWN ON PLAN TO CREATE A CLEAN SEPARATION.
7. AT ALL LOCATIONS THE BOTTOM OF FENCING SHALL BE AT THE SAME ELEVATION AS THE BOTTOM OF SIDEWALK.

LEGEND

RIVER COBBLE

CRUSHED ROCK

TURF SOD



GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100ft.

N

S

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RIDGEVIEW OVERALL LANDSCAPE
HIGHLAND, UTAH
OVERALL LANDSCAPE PLAN

REVISION BLOCK

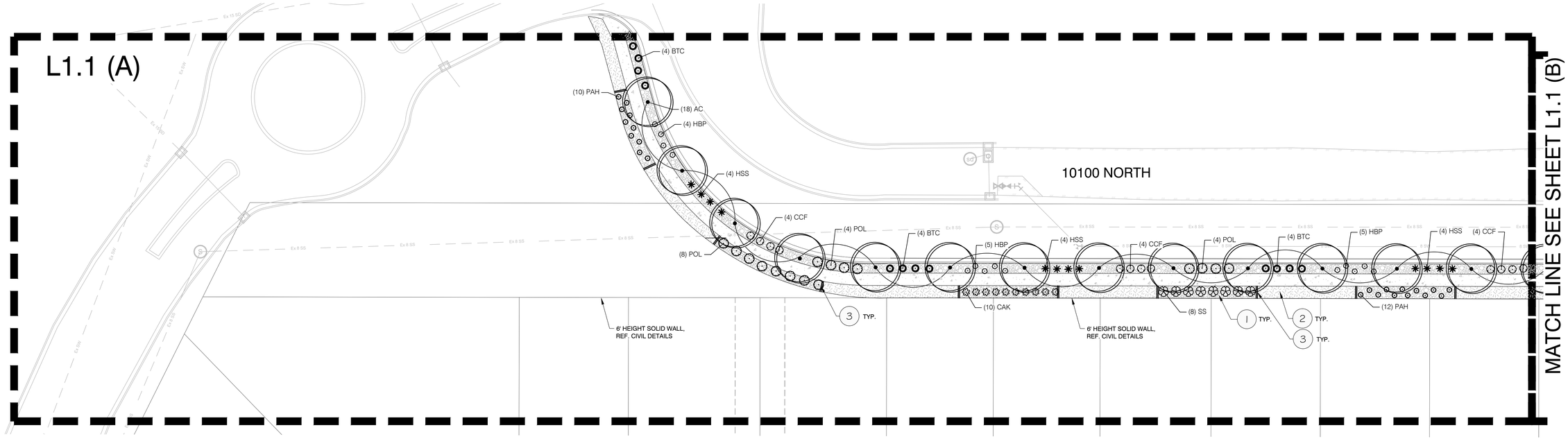
#	DATE	DESCRIPTION
1	#####	
2	#####	
3	#####	
4	#####	
5	#####	
6	#####	

OVERALL LANDSCAPE PLAN

Scale:	1"=100'	Drawn:	MI
Date:	09/14/2022	Job #:	21-0579
Sheet:	L1.0		

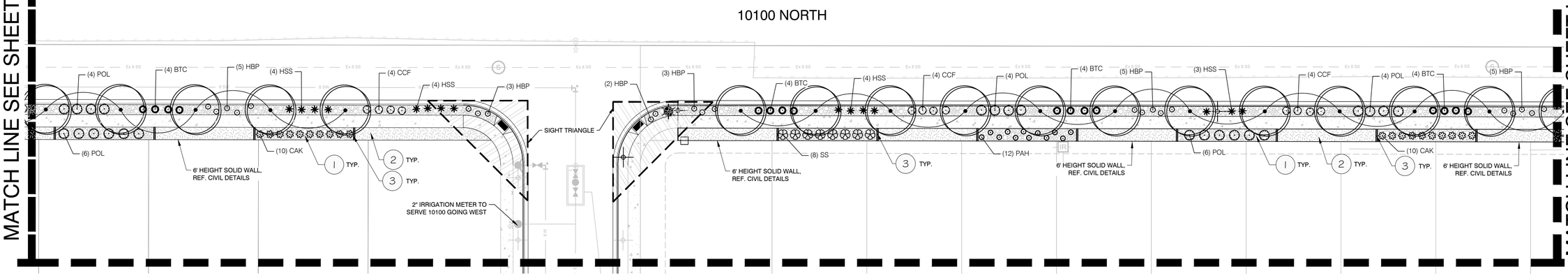
Z:_2021\21-0579 Ridgeview Feathestone Drive\design 21-0579\dwg\sheets\Overall Ridgeview Landscape Plan\L1.0-L1.XX LANDSCAPE PLAN.dwg

L1.1 (A)



MATCH LINE SEE SHEET L1.1 (B)

L1.1 (B)



MATCH LINE SEE SHEET L1.1 (A)

MATCH LINE SEE SHEET L1.2 (A)

OVERALL PLANT SCHEDULE

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N

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GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

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RIDGEVIEW OVERALL

HIGHLAND, UTAH

LANDSCAPE PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
1	####	
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LANDSCAPE PLAN

Scale: 1"=20' | Drawn: MI
Date: 09/14/2022 | Job #: 21-0579
Sheet: L1.1

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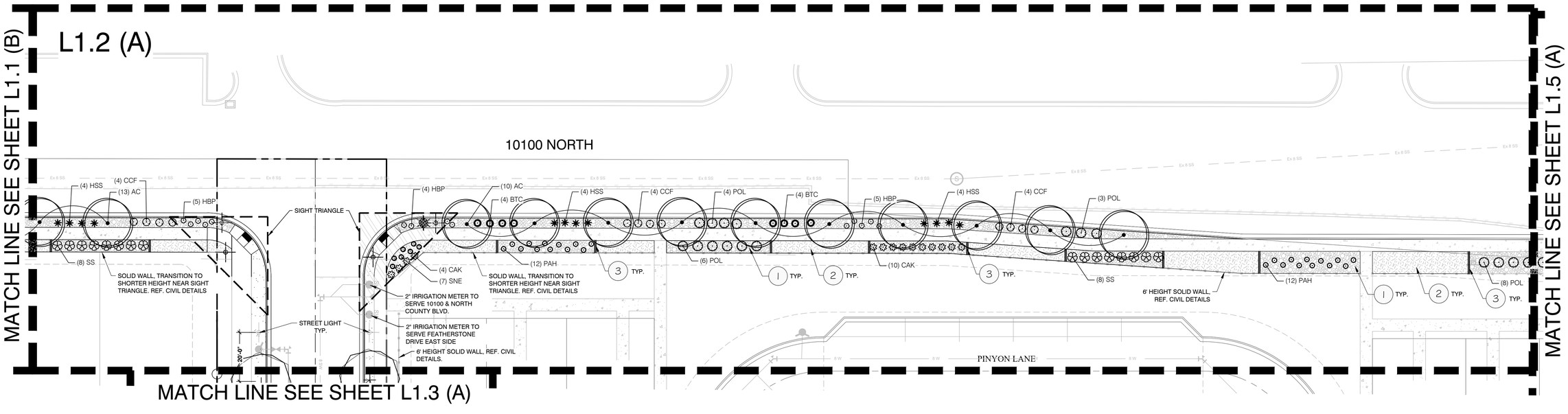

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N

S

GRAPHIC SCALE

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(IN FEET)

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LEGEND

RIVER COBBLE

CRUSHED ROCK

TURF SOD

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RIDGEVIEW OVERALL

HIGHLAND, UTAH

LANDSCAPE PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
1	####	
2	####	
3	####	
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LANDSCAPE PLAN

Scale: 1"=20' | Drawn: MI

Date: 09/14/2022 | Job #: 21-0579

Sheet: L1.2

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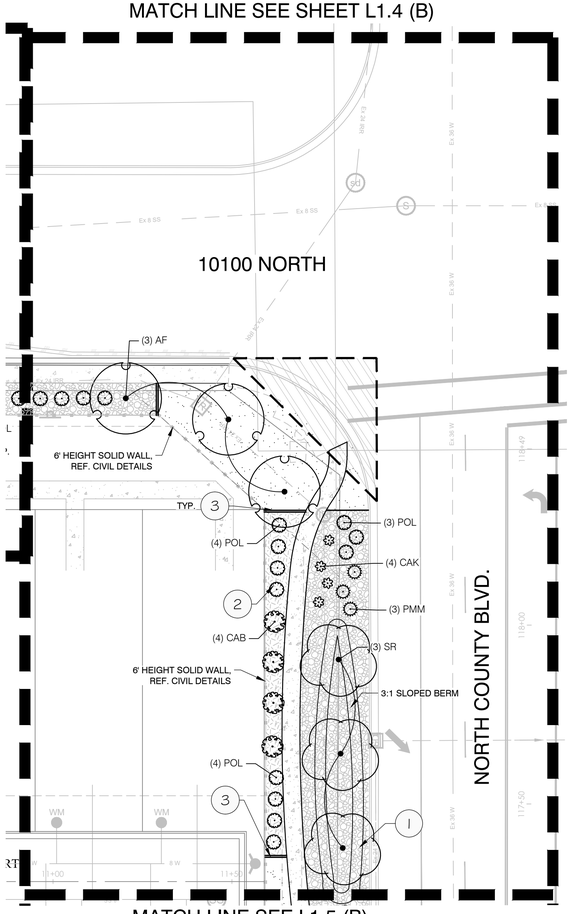
L1.5 (A)

MATCH LINE SEE SHEET L1.4 (B)


10100 NORTH
NORTH COUNTY BLVD.
(3) AF
6' HEIGHT SOLID WALL, REF. CIVIL DETAILS
TYP.
3
(3) POL
(4) POL
(4) CAK
2
(3) PMM
(4) CAB
(3) SR
3:1 SLOPED BERM
(4) POL
3
1
WM
SS
8"W
Ex 8"W
Ex 8"SS
Ex 8"G
Ex 8"P
Ex 8"UP
Ex 8"SW
Ex 8"PI
Ex 8"W PI
Ex 8"W PI
Ex 8"W

AGENDA

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #14

DATE: November 1, 2022

TO: Members of the City Council

FROM: Kurt Ostler, Mayor

SUBJECT: **ACTION:** City Administrator Employment Agreement

TYPE: **GENERAL CITY MANAGEMENT**

PURPOSE:
The City Council will consider an Employment Agreement for the City Administrator. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION:
This item was on the October 18th City Council agenda; however, it was not ready for discussion. Mayor Kurt Ostler informed Council that it would be brought back for their consideration in a future meeting.

BACKGROUND:
N/A

FISCAL IMPACT:
Funding for the City Administrator's salary and benefits are included in the FY23 budget, allocated to various funds.

MOTION TO APPROVE:
I move that City Council approve the Employment Agreement with City Administrator Erin Wells.

ATTACHMENTS:
1. Employment Agreement (to be distributed to City Council prior to the meeting)