



Lehi City Council Meeting Agenda October 25, 2022

5:30 PM - Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

Pre-Council, 5:30 p.m.

1. Welcome and Opening Comment
2. Presentations and Reports
 - 2.1. Utah Wellbeing Project Update- Dr. Courtney Flint
 - 2.2. IPP Power Plant Renewal Project Update- Power Department
3. Agenda Questions
The Mayor and City Council discuss and ask questions on items on the Regular Session agenda.
4. Administrative Report
5. Mayor and Council Reports
Calendar items and outside Committee reports

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance
2. Presentations and Reports
 - 2.1. Awards Presentation to Lehi Lifeguards for top honors at URPA Lifeguard Games- Mckell Christensen, Utah Recreation and Parks Association
 - 2.2. Awards Presentation to the Lehi Police Department for achieving its accreditation from the Utah Chiefs of Police Association (UCOPA)- Val Shupe, UCOPA Executive Director
 - 2.3. November 2022 Epilepsy Awareness Month Proclamation- Sarah Hansen
[Epilepsy Awareness 2022 Proclamation.pdf](#)
3. 20 Minute Citizen Input

(for public comments on items not listed on the agenda. Comments limited to 3 minutes per person with a time limit not to exceed 20 minutes for this item.)

4. Consent Agenda

4.1. Approve Purchase Orders

[PO Index.pdf](#)

[po #7324.pdf](#)

[PO Request- Stuart C Irby \\$556264.pdf](#)

4.2. Approve Minutes from the October 4, Work Session Meeting.

[100422 WS.pdf](#)

Regular Agenda

5. Public Hearing for Water Revenue Bonds.

6. Consideration of Resolution #2022-90 approving an agreement with the State of Utah Division of Water Resources for a grant to fund the purchase and installation of secondary water meters.

Petitioner: Lehi City

[Res 2022-90.docx](#)

[RM001_LehiCity--GrantAgreement_forApplicant.pdf](#)

7. Consideration of Resolution #2022-91 approving a parks building construction agreement with Cinnamon Creek Construction.

Petitioner: Lehi City

[Res 2022-91.docx](#)

[Agreement-Lehi City Parks Building Construction \(final clean\) .docx](#)

8. Consideration of Resolution #2022-92 approving a power generation balance of plant agreement with Wheeler Machinery Company.

Petitioner: Lehi City

[Res 2022-92.docx](#)

[Agreement-Wheeler Generation Project \(final clean\).docx](#)

9. Consideration of Resolution #2022-93 designating the proposed Thanksgiving Point Housing and Transit Reinvestment Zone authorizing the preparation of a proposal, and authorizing and directing all necessary action by the staff and counsel.

Petitioner: Lehi City

[Res 2022-93.docx](#)

10. Adjournment

- Public is invited to attend all City Council Meetings
- In compliance with the Americans with Disabilities Act, persons in need of special accommodations should contact the City Recorder at 385-201-2269
- This agenda has been properly posted and a copy provided to the local news media.

City Council Agenda Item Report

Meeting Date: October 25, 2022

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

Utah Wellbeing Project Update- Dr. Courtney Flint

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: October 25, 2022

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

IPP Power Plant Renewal Project Update- Power Department

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: October 25, 2022

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

Awards Presentation to Lehi Lifeguards for top honors at URPA Lifeguard Games- Mckell Christensen, Utah Recreation and Parks Association

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: October 25, 2022

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

Awards Presentation to the Lehi Police Department for achieving its accreditation from the Utah Chiefs of Police Association (UCOPA)- Val Shupe, UCOPA Executive Director

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: October 25, 2022

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

November 2022 Epilepsy Awareness Month Proclamation- Sarah Hansen

Suggested Action:

Attachments:

[Epilepsy Awareness 2022 Proclamation.pdf](#)



Mark Johnson
Mayor Lehi City
Proclamation

Whereas, epilepsy is an incurable brain disorder that causes people to have recurring seizures;

Whereas, epilepsy is the third most common neurological condition, and one in twenty-six people in the United States will develop epilepsy in his or her lifetime due to abnormal brain development, illness, brain injury, or unknown causes;

Whereas, a widespread lack of understanding and knowledge about epilepsy often causes people, particularly children and youth, to fear, isolate, stigmatize, tease, and even bully their peers who are afflicted with epilepsy and other seizure disorders; and

Whereas, the city of Lehi joins 'November as Epilepsy Awareness Month', a global, national, and state effort to increase awareness, educate Lehi residents about epilepsy, and lend support to people with epilepsy and their families in order to improve their quality of life;

Now, therefore, I, Mark Johnson, mayor of the great city of Lehi, Utah, do hereby declare November 2022, as

'Epilepsy Awareness Month' in Lehi, Utah

Mark Johnson
Mayor

City Council Agenda Item Report

Meeting Date: October 25, 2022

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve Purchase Orders

Suggested Action:

Attachments:

[PO Index.pdf](#)

[po #7324.pdf](#)

[PO Request- Stuart C Irby \\$556264.pdf](#)



LEHI CITY
CITY COUNCIL AGENDA
October 25, 2022

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Amt (before PO)
Jack Doheny Companies	Back Yard Digger Derrick	\$247,000.00	\$237,502.00
Stuart C. Irby	Power Materials	\$556,264.10	Inventory



PURCHASE ORDER
LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER
NUMBER
MUST APPEAR
ON YOUR
INVOICE
7324

ISSUED TO: 592624
JACK DOHENY COMPANIES, INC
777 DOHENY DR

NORTHVILLE MI 48167

SHIP TO: LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

DEPARTMENT:

PURCHASE ORDER DATE: 10/13/2022

<u>REQ #</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
0	1.00	BACK YARD DIGGER DERRICK	247,000.00	247,000.00	53-50-59-100

TOTAL 247,000.00

Authorized By:



Department Head

City Council Approval Date *

* City Council approval required if greater than \$125,000

Mayor or City Administrator

Lehi City Purchase Requisition Request

Supplier

Name
Street
City
Zip

Jack Doheny Companies, Inc
777 Doheny Dr
Northville **State**
48167 **Phone**

Vendor #
Date

10/10/2022

MI

Dean Lundell

Power

53-50-59-100

Requesting Department

Dept. Account No.

Department Head Signature

[illegible]



10/10/2022

To: Purchasing
From: Brent Thomas
Subject: Backyard Digger Derrick

The power department is requesting approval to purchase a backyard digger derrick from JDC Equipment. We are asking to sole source this unit because of availability during this time of supply chain issues. The workload coming from the new fiber project and some maintenance needs for power have pushed up the timeline for our need of this piece of equipment. This will help the power department keep up with scheduling demands for pole replacements on the fiber project and increase safety for the line crews.

Sincerely,

Brent Thomas
Lehi City Power

Douglas Taylor

From: Gerber, Mick <MickGerber@dohenycompany.com>
Sent: Tuesday, October 4, 2022 8:47 AM
To: Douglas Taylor; ctaylor@lehi-ut.gov
Subject: [External] FW: Skylift
Attachments: Skylift Super 6000 Spec - 2021.pdf; PIC Skylift Super 6000 4 10.29.2021.jpg; PIC Skylift Super 6000 6 08.16.2022.jpg; PIC Skylift Super 6000 7 08.16.2022.jpg; PIC Skylift Super 6000 8 08.16.2022.jpg; SPEC Skylift MiniDerrick Super 6000 Low Pro 03.20.2019.pdf; MDS6000 Behnke TILT-Trailer.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here you go per our conversation

It would be the attached unit with two changes:

-includes a spare tire

-20k GVWR ramp trailer is now a 20k GVWR tilt trailer for easier & safer usage

LEAD-TIME: First one is due January 2023... so to be safe for prep & transport, plan on February 28, 2023 delivery (1 month)

PRICING

I believe based on previous increases, we can reduce the budgetary pricing from 250k FOB Whitestown IN To \$ 247,000.00 FOB Whitestown IN, not including applicable taxes.

The unit price will be **NOT be higher than that** and we can fine tune when we get the final pricing in a month

Delivery to Lehi UT is via a hauler, not a tow company.

Delivery would be \$ 7,700.00 not including applicable taxes.



MICK GERBER

Vice President -
Electric Utility
Products Group

O: 800-336-4369 x1505

C: 317-617-1404

JDCEQUIPMENT.COM



From: Gerber, Mick

Sent: Monday, September 12, 2022 12:38 PM

To: dtaylor@lehi-ut.gov; ctaylor@lehi-ut.gov

Subject: RE: Skylift

Chad

As discussed, please see the attached and below

The ones we have been buying lately have been tilt bed trailers instead of fold-down ramps

Budgetary pricing for 2023 is 250k FOB Whitestown IN

Our first one next available in January of 2023

Here are some more detailed pictures

<https://share.icloud.com/photos/0afu24Z22oyCP7jucMmxHCQnA>

As noted, we spec our units for what we consider standard and covers a majority of all the work.

Here is the full list of options (some of course included in our spec above)

We are far out enough that we can make changes if needed

Options
18" DIAMETER BULLET TOOH AUGER (STANDARD)
18" DIAMETER DIRT AUGER
POLE GUIDE - MANUAL TILT
POLE GUIDE - HYDRAULIC TILT
SINGLE MAN BUCKET - 350 LB. CAPACITY
DUAL BUCKET - 300 LB. CAPACITY EACH
NON-CONTINUOUS ROTATION (STANDARD)
CONTINUOUS ROTATION
8 FOOT MATERIAL HANDLING JIB
EMERGENCY LOWERING (DC PUMP)
ELECTRIC RECOVERY WINCH
ALUMINUM CARGO BOXES - SET OF 2
RADIO REMOTE CONTROLS BELT PACK
1250 WATT 12 VOLT POWER INVERTER
ADDITIONAL SET OF PINS FOR ENTIRE UNIT
750 LB. CAN HANDLER WITH SHORT JIB
HYDRAULIC TOOL OUTLETS AT BOOM TIP
48 IN. KELLY BAR EXTENSION - 2 IN. HEX
BOOM OVER-STOW SWITCH
ENGINE BLOCK HEATER
EXTRA SET OF DUAL WORK LIGHTS
SINGLE BUCKET ARM
REAR WINCH RECEIVER
KELLY BAR ADAPTER 2 1/2 IN. MALE HEX HUB
SINGLE PHASE LIFT ARM
OUTRIGGER PAD CARRIER ON MACHINE
KELLY BAR ADAPTER 2 5/8 IN. MALE HEX HUB

NON MARKING TRACKS
EXTRA SET OF MACHINE MANUALS
HYDRAULIC CAPSTAN WINCH
SET OF 4 WOODEN OUTRIGGER PADS
SET OF 4 PLASTIC OUTRIGGER PADS
SOLAR POWERED 3 WATT BATTERY MAINTAINER
HEAVY DUTY MACHINE BATTERY
4 GROUND MATS - 2 FT. X 8 FT.
STORAGE FOR GROUND MATS
SPARE TRAILER TIRE
SPARE TRAILER TIRE BRACKET
ELECTRIC TRAILER TONGUE JACK
SCREW ANCHOR ASSEMBLY WITH STORAGE ON TRAILER
PINTLE EYE EXTENSION ON TRAILER



MICK GERBER

Vice President -
Electric Utility
Products Group

O: 800-336-4369 x1505

C: 317-617-1404

JDCEQUIPMENT.COM



From: Gerber, Mick

Sent: Friday, September 9, 2022 10:24 AM

To: 'dtaylor@lehi-ut.gov' <dtaylor@lehi-ut.gov>; 'ctaylor@lehi-ut.gov' <ctaylor@lehi-ut.gov>

Subject: Skylift

Chad

Nick Gordon at Skylift asked us to reach out to you. They said you may have a need for some gear. As you may know, Skylift is sold out until 2024 & later however we have approximately 40+ units on order from now until the end of 2023. If we can help out in anyway, please let me know. Thanks!



MICK GERBER

Vice President -
Electric Utility
Products Group

O: 800-336-4369 x1505

C: 317-617-1404

JDCEQUIPMENT.COM



Request for Taxpayer Identification Number and Certification

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

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

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. Jack Doheny Companies, Inc	
2 Business name/disregarded entity name, if different from above Jack Doheny Company	
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) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 777 Doheny Dr	Requester's name and address (optional)
6 City, state, and ZIP code Northville, MI 48167	
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									
3	8								

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ►	Date ► 1/10/2022
------------------	----------------------------	------------------

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.



*** Notice of Remittance Address***

Dear Jack Doheny Company customer,

Thank you for your business. This notice is to inform you that Jack Doheny Company uses a bank lockbox for remittance. All payments should be remitted to our lockbox address:

Jack Doheny Company
L-3846
Columbus, OH 43260-3846

Our remittance address is also noted on your monthly statement and each JDC invoice. For proper application, please include the account number and invoice numbers on your remittance advice.

Our physical address is listed on our W9 form. If you are sending correspondence to Jack Doheny Company our physical address should be used:

Jack Doheny Company
777 Doheny Dr.
Northville, MI 48167

If you have any questions regarding this information, or would like to inquire about ACH payment, please contact Jack Doheny Company's accounts receivable department for clarification. We may be reached via email or phone:

Email: AccountsReceivable@dohenycompany.com, Phone: (248) 349-0904, 1161.

Best regards,

Kay L. Eubank
Accounts Receivable Manager

Thank you again for doing business with Jack Doheny Company!

777 Doheny Drive | Northville, Michigan 48167 | O: 248-349-0904
DOHENYCOMPANY.COM

Supplier

Name

STUART C. IRBY CO.

Vender #

Street

PO BOX 843959

Date _____

10/20/2022

City

DALLAS

State

TX

Zip

75284

Phone

801-724-3000

POWER

53-14-15

Requesting Department

Dept. Account No.

Department Head Signature

[illegible]



10/20/2022

To: Jason Walker
Cc: Dean Lundell
From: Joel Eves
Re: Okonite Primary Wire

We have an immediate need for the Okonite Primary Wire for work on Commercial & Residential projects currently underway in the city.

We would like to continue purchasing this wire from Irby based on the following reasons:

- Currently they are the only vendor that stock and carry this wire.
- Okonite wire is 90% of the wire on our system,
- To keep our system standardized.
- Ensure safety of lineman.

While there may be other companies who could possibly provide this wire. At the present time Irby is the only company we can purchase Okonite wire from and receive in a timely manner.

Sincerely,

Joel Eves
Lehi City Corporation
Power Department Director



Quotation

STUART C IRBY BR 1093 SALT LAKE CITY
6312 WEST BEAGLEY ROAD
WEST VALLEY CITY UT 84128

QUOTE DATE	ORDER NUMBER
08/15/22	S013146832
REMIT TO: STUART C. IRBY CO. POST OFFICE BOX 843959 DALLAS TX 75284	PAGE NO. 1

SOLD TO:
LEHI CITY CORP
153 NO 100 EAST
LEHI, UT 84043

SHIP TO:
LEHI CITY CORP
560 WEST GLENN CARTER DRIVE
LEHI, UT 84043
801-768-7100

ORDERED BY: KENNY

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
222013		LEHI WIRE				Gregory J McPhie	
INSIDE SALESPERSON				REQD DATE	FRGHT ALLWD	SHIP VIA	
Joseph C Rho				08/15/22	Yes		
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/Uom	Ext.Amt		
60601EA		1	***** Shipping Instructions ***** * KENNY 385-201-2612 OFC * 801-655-3042 MBL * CLAY 801-900-0420 ***** *OKON 163-23-3072 1/0 15KV AL 19 STR EPR 220MIL F/S 16X#14 FULL NEUTRAL 2500FT RL ***** 9X2500 5X2580 1X2598 1X2540 1X2509 1X2564 1X2568 1X2454 1X2495 1X2493 2X2490 *****	4100.000M	248464.10		
30000FT		2	***** *OKON 162-23-3081 4/0 STR ALUM 15K EPR CABLE 220 MIL 11X#14 NEUTRAL ***** 12X2500 *****	4150.000M	124500.00		
*** Continued on Next Page ***							

** Reprint ** Reprint ** Reprint **



STUART C IRBY BR 1093 SALT LAKE CITY
6312 WEST BEAGLEY ROAD
WEST VALLEY CITY UT 84128

Quotation

QUOTE DATE	ORDER NUMBER
08/15/22	S013146832
REMIT TO: STUART C. IRBY CO. POST OFFICE BOX 943959 DALLAS TX 75284	PAGE NO. 2

SOLD TO:
LEHI CITY CORP
153 NO 100 EAST
LEHI, UT 84043

SHIP TO:
LEHI CITY CORP
560 WEST GLENN CARTER DRIVE
LEHI, UT 84043
801-768-7100

ORDERED BY: KENNY

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
222013		LEHI WIRE				Gregory J McPhie	
INSIDE SALESPERSON				REQD DATE	FRGHT ALLWD	SHIP VIA	
Joseph C Rho				08/15/22	Yes		
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/Uom	Ext.Amt
15600FT		3	*OKON 160-23-9590 15KV OKOGUARD URO-J 1100MCM 220MIL 133% INSUL ***** 2-3 WEEKS *****			11750.000M	183300.00

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irby.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

Subtotal	556264.10
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	556264.10

** Reprint ** Reprint ** Reprint **

City Council Agenda Item Report

Meeting Date: October 25, 2022

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve Minutes from the October 4, Work Session Meeting.

Suggested Action:

Attachments:

[100422 WS.pdf](#)



153 North 100 East
Lehi, UT 84043
(801) 768-7100

Minutes of the **Work Session** of the **Lehi City Council** held Tuesday, **October 4, 2022**, at Lehi City Hall, 153 North 100 East, Lehi, Utah. The meeting began at approximately 3:30 PM.

Present: Mark Johnson, Mayor
Paige Albrecht, Council Member
Paul Hancock, Council Member
Mike Southwick, Council Member

Excused: Chris Condie, Council Member
Katie Koivisto, Council Member

Others Present: Jason Walker, City Administrator; Cameron Boyle, Assistant City Administrator; Dean Lundell, Finance Director; Joel Eves, Power Director; Andy Gowans, Management Analyst; and Teisha Wilson, City Recorder

1. Welcome

Mayor Johnson welcomed everyone and noted that Councilmembers Koivisto and Condie were excused. Councilor Albrecht attended virtually.

2. Tour of Glass Recycling Facility

Council and staff participated in a tour of the glass recycling facility. The Council returned at approximately 6:30 p.m.

3. Discussion of Power Plan Expansion

Joel Eves presented on the power plant expansion. He stated that some of the factors that drive this decision include worsening conditions, such as increased heat, gas price volatility, and increased demand for services. This could lead to more savings and better resource diversity. He stated that they shouldn't continue to buy contracted 5-year products. They need to look at sustainability long term that meets the City's needs. Mr. Eves recommended they add 3 additional 2.4 MW units and 2 new 3.89 MW units.

Mr. Eves stated that they need to acquire the air permit and then Council will need to approve the contract. They will also have to comply with federal regulations. He stated that they will need an additional staff member as a generator technician. He said the building will not change because they planned for this expansion. He would like to begin as soon as possible. The cost is around \$19 million.

4. Adjournment

With no further business to come before the City Council at this time the meeting adjourned at approximately 7:00 p.m.

48
49
50
51
52
53
54
55
56
57
58
59
60

Approved:

Attest:

Mark Johnson, Mayor

Teisha Wilson, City Recorder

City Council Agenda Item Report

Meeting Date: October 25, 2022

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Public Hearing

Agenda Section: Regular Agenda

Subject:

Public Hearing for Water Revenue Bonds.

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: October 25, 2022

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2022-90 approving an agreement with the State of Utah Division of Water Resources for a grant to fund the purchase and installation of secondary water meters.

Suggested Action:

Attachments:

[Res 2022-90.docx](#)

[RM001_LehiCity--GrantAgreement_forApplicant.pdf](#)



RESOLUTION NO. 2022-90

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT WITH THE
STATE OF UTAH DIVISION OF WATER RESOURCES FOR A GRANT TO FUND THE
PURCHASE AND INSTALLATION OF SECONDARY WATER METERS

WHEREAS, the Utah State Legislature has appropriated money to be used to provide grants to assist cities with the purchase and installation of secondary water meters;

WHEREAS, the City applied for and the Utah State Division of Water Resources has approved grant funding for the City to purchase and install approximately 5,700 secondary water meters;

WHEREAS, on October 25, 2022, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve a Secondary Meter Grant Agreement with the Utah State Division of Water Resources; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The Agreement attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the agreement and take all other such action as is necessary to make it effective.
2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 25th day of October, 2022.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

Exhibit "A"



STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES

DIVISION OF WATER RESOURCES

Copies:
WRE
Applicant
Finance

Contract No.

Date _____

Vendor No. VC0000122508 TIN 87-6000240

Vendor LEHI CITY

Address 153 North 100 East

City, State Zip LEHI, UT 84043

c/o Dean Lundell Phone 801-768-7100

Commodity Code 99999 Payable X Receivable _____

Description: The project will purchase and install secondary meters, in and around Section 5, T5S, R1E, Salt Lake Base & Meridian.

Advances:

Repayment:

Frequency As Requested

Interest/Term % Years

Amount Variable

Amount _____

Total \$10,000,000 (70%)

Beginning _____

Less Admin Fee _____

Effective Date _____

Net Payable Amount \$10,000,000

Expiration Date 12/31/2026

Fund	Dept	Unit	Approp Unit	Balance Sheet	Expend/ Revenue	Program	Function	Activity	Total Amount
1000	560	6207	RPG		7501	RM001	ARPA		\$10,000,000

Approved STG STG MDE MDE SGD SGD JRW JRW JSE JSE CAH CAH KRS KRS

Tom Cox
Monitor

Tom Cox
Tom Cox (Oct 6, 2022 06:14 MDT)
Signature

AGREEMENT

(Secondary Meter Grant)

STATE OF UTAH AGREEMENT # _____

1. PARTIES TO AGREEMENT: This agreement is between the State of Utah, Department of Natural Resources, BOARD OF WATER RESOURCES, referred to as STATE, and the following RECIPIENT:

LEHI CITY
153 NORTH 100 EAST
LEHI, UT 84043

Legal Status of Recipient:
☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For Profit Corporation
☐ Partnership
☒ Governmental Agency

Phone #: 801-768-7100 Federal Tax ID#: 87-6000240 Vendor #: VC0000122508

2. GENERAL PURPOSE OF AGREEMENT: The general purpose of this agreement is to provide grant funds for partial payment of costs incurred to purchase and install approximately 5,700 secondary meters ("PROJECT").

3. AUTHORITY: This agreement is entered into by authority of legislation enacted by the 2022 Utah State Legislature.

4. AGREEMENT PERIOD: Agreement is effective _____ and will terminate December 31, 2026 unless otherwise terminated or extended in accordance with the terms and conditions of this agreement.

5. GRANT AMOUNT: The RECIPIENT will be paid a maximum of \$10,000,000 for costs authorized by this agreement.

6. METHOD OF PAYMENT: a. Payment to the RECIPIENT shall be made approximately monthly upon receipt by the STATE of statements or vouchers for payment of work completed. b. The STATE shall pay 70% of the eligible costs incurred.

7. ATTACHMENTS INCLUDED AS A PART OF THIS CONTRACT:
Attachment A – Typical Section Drawings

8. The RECIPIENT hereby warrants the STATE that the construction of the PROJECT will not interfere with existing water rights. If the PROJECT herein described shall give rise to a claim, or cause of action to any holder of any water rights because of the interference with such rights by the operation of the PROJECT, then the RECIPIENT hereby agrees to indemnify the STATE to the extent of such claim or cause of action.

9. A. In constructing or causing the PROJECT to be constructed, the RECIPIENT shall comply with the provisions of the Utah Anti-Discrimination Act (Act) of 1965 and hereby agrees as follows:

1. The RECIPIENT will not discriminate against any employee or applicant for employment because of race, color, sex, age, religion, national origin, or handicap.
2. In all solicitations or advertisements for employees, the RECIPIENT will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, national origin, or handicap.
3. The RECIPIENT will send to each labor union or workers' representative notices stating the RECIPIENT'S responsibilities under the Act.

4. The RECIPIENT will furnish such information and reports as requested by the Anti-Discrimination Division for the purpose of determining compliance with the Act.

5. The RECIPIENT will include the provisions of sub-sections 1 through 4 above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor unless exempted by law.

B. Failure of the RECIPIENT to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of this contract and may be canceled, terminated or suspended in whole or in part.

10. If either party to the contract violates any of the conditions or covenants made herein, the other may give written notice of such breach or failure, and if the same shall not be cured within Ninety (90) days after such notice, the other may declare the contract forfeited and may proceed to its remedies at law for such breach.

11. The RECIPIENT hereby agrees to indemnify and hold harmless the STATE and its officers, agents and employees from any and all liability or claims in connection with this agreement or the development, design, inspection, construction, or operation and maintenance of the PROJECT, including, but not limited to, any and all claims for injury or death of persons or animals, or for any property loss or damage, including damage to the project facilities; except for any such claims arising from or caused by the sole negligence of the STATE.

12. It is mutually understood that the STATE'S review of the plans and specifications, bidding documents and general conditions is solely for the purpose of assuring that the PROJECT to be constructed by the RECIPIENT is as represented in its application and that the PROJECT meets the STATE'S lending criteria. Neither the STATE or officers, employees, or agents thereof shall have any duty to note any design or other defect relating to the PROJECT, and none shall be liable for any loss, claim or damages with respect to the design, bidding, construction, maintenance or operation of the PROJECT or any water system of which the PROJECT is a part.

13. This agreement, or any part thereof, or the benefits to be received under this agreement, may not be the subject of any assignment to any person, firm, or corporation, by the said RECIPIENT, without first having secured the written consent of the STATE to any such proposed assignment or disposition of this agreement.

14. The RECIPIENT hereby agrees, in accordance with Utah Code 73-10-34.5, to provide an educational component for end users either on a monthly use statement, or by a customer specific Internet portal that provides information on the customer's usage more frequently than monthly.

15. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED: All other governmental laws, regulations, or actions applicable to the services authorized by this agreement.

IN WITNESS WHEREOF, the parties sign and cause this agreement to be executed.

LEHI CITY

Mayor

Secretary

APPROVED: DIVISION OF FINANCE

For Director

BOARD OF WATER RESOURCES

Kyle R. Stephens

Kyle R. Stephens (Oct 7, 2022 16:39 MDT)

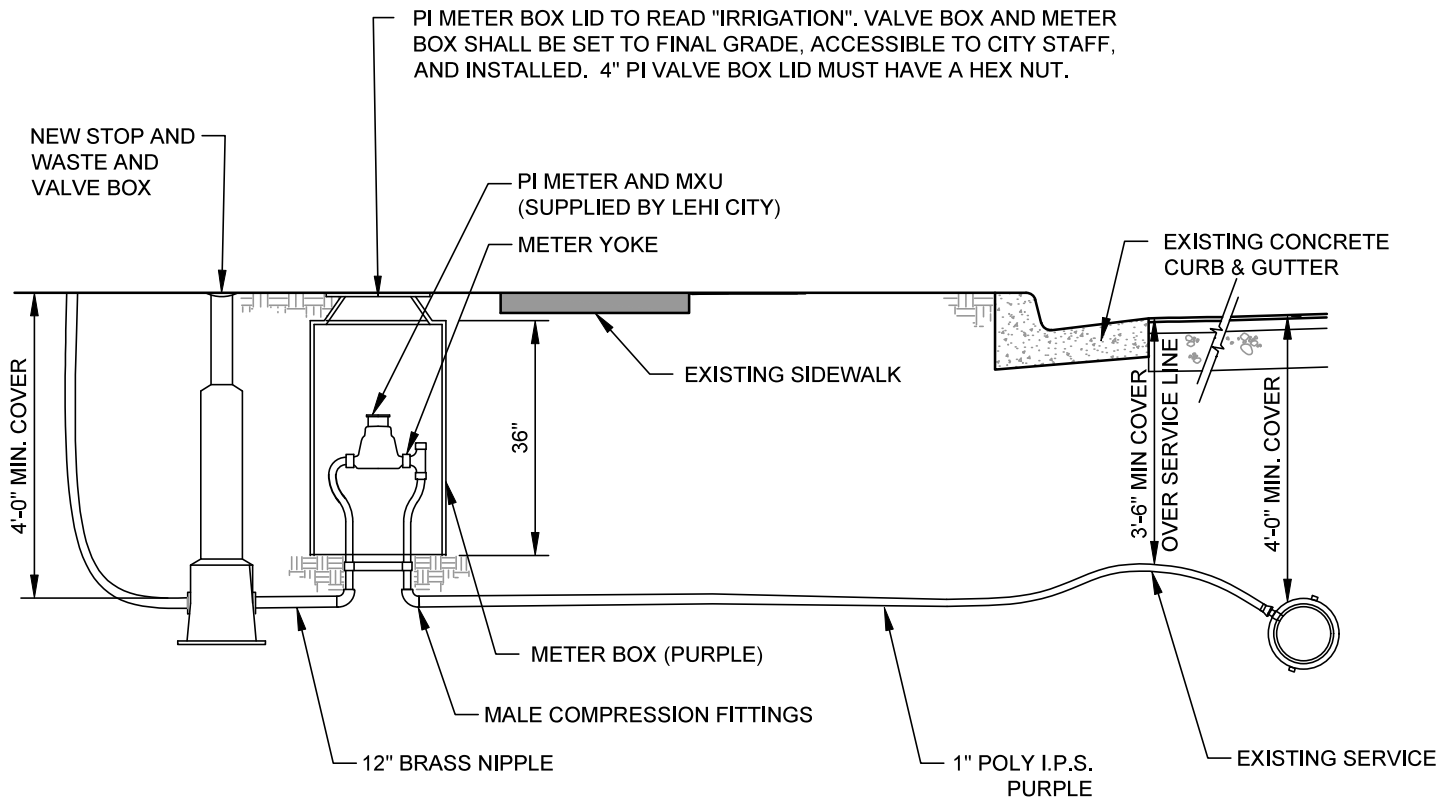
Chairman

C.C. A. H.

Executive Secretary

J. S. Gbert

Division Budget/Accounting



GENERAL NOTES

1. ALL PRESSURE IRRIGATION METERS SHALL BE CONSTRUCTED BEHIND PROPOSED CURB AND GUTTER, AND SHALL BE SERVICEABLE FROM THE STREET, REGARDLESS OF WHETHER OR NOT THE TYPICAL STREET CROSS SECTION CONTAINS A PLANTER STRIP.
2. COORDINATE PLACEMENT OF PI METER WITH LEHI WATER DEPARTMENT.
3. TEFLON TAPE REQUIRED ON ALL THREADED CONNECTIONS.
4. ALL PIPING, FITTINGS, ETC. WILL BE PROVIDED BY LEHI CITY BEFORE STOP & WASTE. ANYTHING AFTER STOP & WASTE CONTRACTOR WILL SUPPLY AND INSPECTED BY LEHI CITY WATER INSPECTOR.
5. ALL BRASS FITTINGS, VALVES, ETC. SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA STANDARD C-800, LATEST REVISION. ALL BRASS PRODUCTS ARE TO BE CERTIFIED TO THE REQUIREMENTS OF NSF / ANSI 61 ANNEX F&G AND NSF / ANSI 372.

PARTS LIST			
PART NAME	METER SIZE		
	1" METER	1 1/2" METER	2" METER
SETTER	FORD VB-74-15W-11-44	FORD VBB76-15-11-66	FORD VBB77-15-11-77
NIPPLE	1X12 BRASS	1-1/2X12 BRASS	2X12 BRASS
STOP AND WASTE	FORD BC 11 444 SW 1	FORD B11 666SW NL 1 1/2	Ford B11 777SW NL 2
RING	D&L L-2244	D&L L-2242	
RING ADAPTER	NA	L-2336 30 CI MTR ADPT RING	
LID	DFW12AUT-5MW+T-IRRIG-LID PURPLE		
METER INSULATOR	4x28 FOAM	4x30 FOAM	
VALVE BOX	93D CAST IRON W/HEX NUT		
BASE	NA	M-9094-01	
ROD	M-9080 W/COTTER OSW EXT KEY		
METER BOX	SIGMA RMP-212436-PTR	SIGMA RMP-203036-PTR	
SERVICE LINE	1" IPS POLY	1 1/2" CTS POLY	2" CTS POLY
*LISTED MODEL NUMBERS OR APPROVED EQUAL REQUIRED			



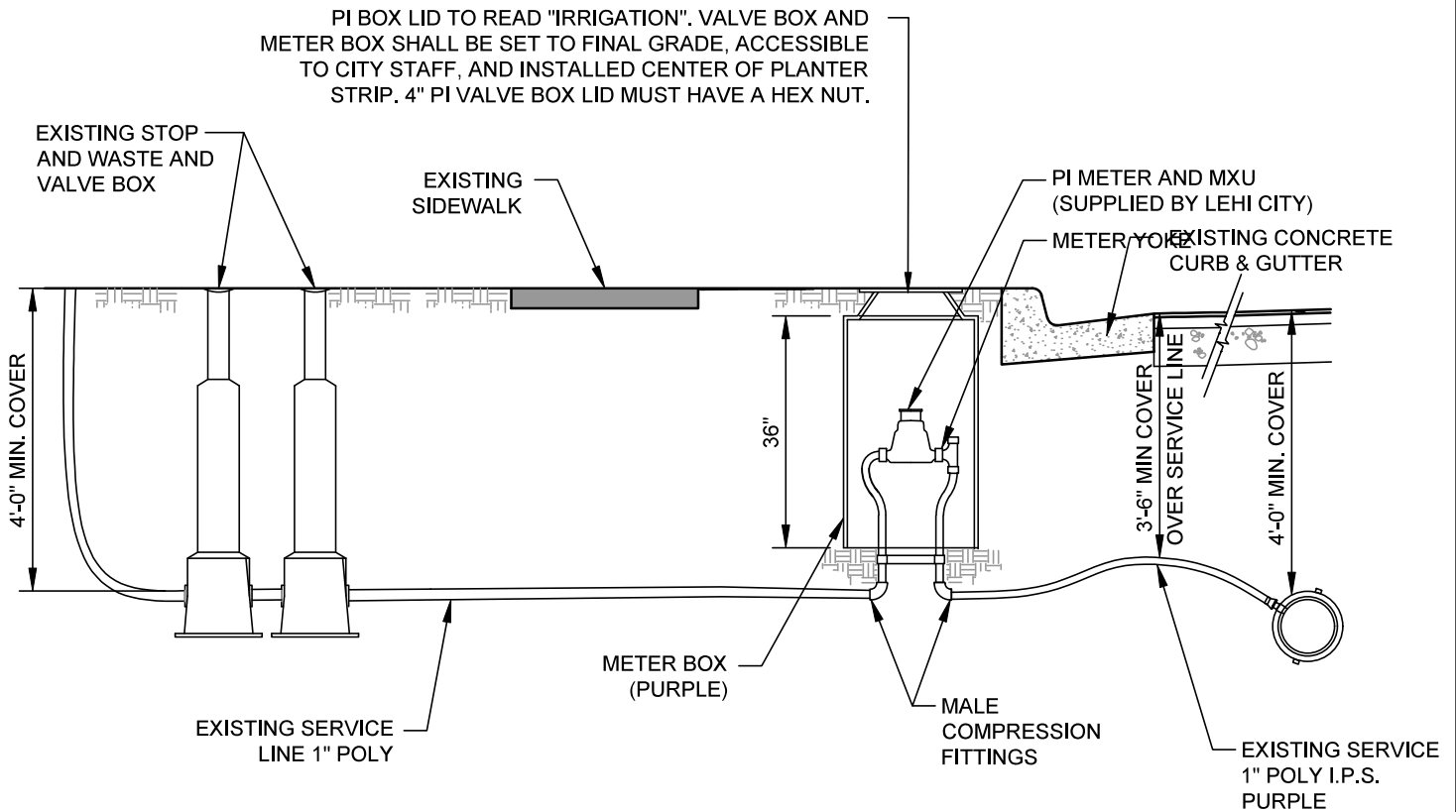
LEHI CITY

LEHI CITY STANDARD DETAIL

**PRESSURE IRRIGATION METER
FOR EXISTING CONNECTION
PLACED BEHIND SIDEWALK**

WT-08A

DATE:
APRIL 2022



GENERAL NOTES

1. ALL PRESSURE IRRIGATION METERS SHALL BE CONSTRUCTED BEHIND PROPOSED CURB AND GUTTER, AND SHALL BE SERVICEABLE FROM THE STREET, REGARDLESS OF WHETHER OR NOT THE TYPICAL STREET CROSS SECTION CONTAINS A PLANTER STRIP.
2. COORDINATE PLACEMENT OF PI METER WITH LEHI WATER DEPARTMENT.
3. TEFLON TAPE REQUIRED ON ALL THREADED CONNECTIONS.
4. ALL PIPING, FITTINGS, ETC. WILL BE PROVIDED BY LEHI CITY AND INSPECTED BY LEHI CITY WATER INSPECTOR.
5. ALL BRASS FITTINGS, VALVES, ETC. SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA STANDARD C-800, LATEST REVISION. ALL BRASS PRODUCTS ARE TO BE CERTIFIED TO THE REQUIREMENTS OF NSF / ANSI 61 ANNEX F&G AND NSF / ANSI 372.

PARTS LIST			
PART NAME	METER SIZE		
	1" METER	1 1/2" METER	2" METER
SETTER	FORD VB-74-15W-11-44	FORD VBB76-15-11-66	FORD VBB77-15-11-77
NIPPLE	1X12 BRASS	1-1/2X12 BRASS	2X12 BRASS
STOP AND WASTE	FORD BC 11 444 SW 1	FORD B11 666SW NL 1 1/2	Ford B11 777SW NL 2
RING	D&L L-2244	D&L L-2242	
RING ADAPTER	NA	L-2336 30 CI MTR ADPT RING	
LID	DFW12AUT-5MW+T-IRRIG-LID PURPLE		
METER INSULATOR	4x28 FOAM	4x30 FOAM	
VALVE BOX	93D CAST IRON W/HEX NUT		
BASE	NA		M-9094-01
ROD	M-9080 W/COTTER OSW EXT KEY		
METER BOX	SIGMA RMP-212436-PTR	SIGMA RMP-203036-PTR	
SERVICE LINE	1" IPS POLY	1 1/2" CTS POLY	2" CTS POLY
*LISTED MODEL NUMBERS OR APPROVED EQUAL REQUIRED			



LEHI CITY

LEHI CITY STANDARD DETAIL

**PRESSURE IRRIGATION METER
FOR EXISTING CONNECTION
PLACED IN PLANTER STRIP**

WT-08B

DATE:
APRIL 2022

City Council Agenda Item Report

Meeting Date: October 25, 2022

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2022-91 approving a parks building construction agreement with Cinnamon Creek Construction.

Suggested Action:

Attachments:

[Res 2022-91.docx](#)

[Agreement-Lehi City Parks Building Construction \(final clean\) .docx](#)



RESOLUTION NO. 2022-91

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A PARKS BUILDING
CONSTRUCTION AGREEMENT WITH CINNAMON CREEK CONSTRUCTION LLC

WHEREAS, Lehi City (“City”) desires to construct a Parks maintenance and office building;

WHEREAS, the City selected Cinnamon Creek Construction LLC to construct the building;

WHEREAS, on October 25, 2022, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve a Parks Building Construction Agreement with Cinnamon Creek Construction LLC; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The Agreement between Lehi City and Cinnamon Creek Construction LLC attached hereto as Exhibit “A” is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.
2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 25th day of October, 2022.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT “A”

LEHI CITY PARKS BUILDING CONSTRUCTION AGREEMENT

THIS AGREEMENT FOR THE CONSTRUCTION OF THE LEHI CITY PARKS BUILDING ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Cinnamon Creek Construction LLC, 849 East Westbrook Road, Kaysville, Utah 84037 ("Contractor").

WHEREAS, the City is in need of a Parks Maintenance, and Office Building; and

WHEREAS, Contractor is capable of and willing to provide construction services under the terms of this Agreement as set forth below; and,

WHEREAS City issued RFP 2022-16 and Contractor submitted a proposal which City determined to be the lowest responsive and most responsible proposal and the City desires to contract with Contractor to perform the Work;

NOW, THEREFORE, in consideration of the premises, the covenants and conditions set forth in this Agreement, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. Scope of Work. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in City's RFP 2022-16 and in Contractor's response to RFP 2022-16 (including any and all amendments) both attached hereto as Exhibit A, and in addition to this Agreement referred to as the "Contract Documents" which by this reference is incorporated herein and made a part hereof.
2. Term. The Work shall commence on the Effective Date and shall be completed no later than. [REDACTED]
3. Payment. the City shall pay Contractor the total amount of \$4,303,543.00 ("Payment") with the possibility for the City to complete certain tasks pursuant to Exhibit B attached, for cost savings. If the City elects to do the cost savings tasks the total amount owed would be reduced \$521,957.00 to \$3,781,586.00. which price shall not be exceeded without prior written approval as described in this Agreement.
4. Changes in Performance. All changes in performance of this Agreement shall be described in detail on a change order request form, provided by the City, and which must be authorized in writing by an authorized representative of the City prior to commencing any proposed changes in performance. Contractor shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this section, nor for the correction of any mistakes attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors,

and the like.

5. **Withholding Payment for Defective Performance.** The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of defective or incomplete performance by Contractor, including but not limited to defective goods or services not remedied, or any other failure to comply with the terms and conditions of this Agreement.
6. **Termination.** The City may terminate this Agreement at any time if, in the sole discretion of the City, Contractor's performance under this Agreement is unsatisfactory, Contractor fails to perform its duties and obligations required by this Agreement with diligence or within the time specified herein, or Contractor has otherwise materially breached this Agreement.
 - 6.1 Before terminating this Agreement if Contractor's performance is unsatisfactory, the City shall first provide written notice to Contractor of the City's intention to terminate this Agreement. The notice of termination must be provided by City to Contractor at least seven (7) calendar days prior to termination. After receiving such notice of termination from City, Contractor shall have the next five (5) working days in which to cure any deficiency noted by the City. If Contractor adequately cures any such deficiency to the sole satisfaction of the City, this Agreement shall continue. However, in the event Contractor fails to adequately cure any such deficiency, this Agreement shall terminate, and Contractor shall be liable for any resulting damages associated with the deficiency and breach of this Agreement. The City may pursue any such damages through all available means, whether in law or in equity, or both.
 - 6.2 The City may, in its sole discretion, terminate, suspend, or abandon this Agreement without cause at any time by providing written notice to Contractor of the City's intention to terminate this Agreement without cause. The notice of termination shall be provided by the City to Contractor at least seven (7) calendar days prior to termination.
 - 6.3 Any Work which Contractor has completed or performed prior to the date of any termination, suspension, or abandonment shall be recorded and tangible work documents shall be transferred to, and become the sole property of, the City. If the City has terminated this Agreement without cause, then subsequently requests Contractor to recommence its performance of the Work after more than three (3) months from the date of termination, the consideration payment amount shall be subject to renegotiation at the request of either party hereto.

If City terminates this Agreement without cause, Contractor shall be paid a pro

rata portion of the Payment for the reasonable value of the Work that Contractor has completed or performed prior to the date of termination.

- 6.4 If the Lehi City Council decides not to appropriate a sufficient amount of resources to fund the consideration payment, this Agreement shall be void and of no further force or effect. In the event of such non-appropriation of resources, the City shall be relieved of all of its obligations contemplated by this Agreement, including but not limited to the Payment. In the event of such non-appropriation of resources, Contractor shall be entitled to payment for all services performed prior to being notified of the non-appropriation event.

7. Taxes.

- 7.1 Each party shall be solely responsible for any tax liability which it may incur as a result of this Agreement.

8. Indemnification and Insurance.

- 8.1 Contractor shall be solely responsible for any damage or injury which it, or its employees, agents, subcontractors, independent contractors, and the like may cause in the performance of this Agreement. Consequently, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City, any subsidiary or affiliate of the City, and its past, present and future agents, representatives, and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance of this Agreement, provided that such claims, damages, losses, liabilities, liens, costs, citations, penalties, fines, and expenses are caused in whole or in part by any negligent, grossly negligent, reckless, or intentional act or omission attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by Contractor or any subcontractor, or any party for whose acts Contractor may be liable, regardless of whether liability is imposed upon such party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the City. In any and all claims against the City, or any subsidiary or affiliate, or any of its past, present or future agents, representatives, or employees, by Contractor, or its current or former employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by the amount or types of damages, compensations, or benefits payable by or for Contractor, or any subcontractor, worker's compensation acts, disability benefit acts, or other employee benefit acts.

- 8.2 Contractor, at its own expense, shall provide for the payment of workers' compensation benefits to its employees employed on or in connection with the performance of this Agreement, and in accordance with applicable State and Federal laws.
- 8.3 Contractor, at its own expense, shall maintain comprehensive general liability insurance in amounts including \$3,000,000 per occurrence.
- 8.4 Contractor, at its own expense, shall maintain automobile public liability insurance with bodily injury and death limits of at least \$250,000 for any one person, and \$500,000 for any one occurrence, and a property damage limit per occurrence of \$250,000. Such benefits and coverage shall not be deemed to limit Contractor's liability under this Agreement. It is intended by this Section that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, Contractor must maintain automobile public liability insurance in amounts satisfying applicable Utah law.
- 8.5 Before commencing the Work, and at any time thereafter upon written request by the City, Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the coverage required by this Agreement are in effect.
- 8.6 All insurance required by this Agreement, with the exception of worker's compensation and employer's liability policies, shall include the City, its directors, officers, agents, and employees as additional insured persons with respect to the activities of Contractor in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, Contractor shall maintain any insurance required by this Agreement until after the Work has been fully performed by Contractor, and subsequently approved and accepted by the City. Contractor shall provide the City with written notice at least sixty (60) days in advance of any cancellation, termination, or material alteration of said policies of insurance.
9. Performance and Warranty Bonds or Letters of Credit.
- 9.1 Prior to commencing work on the Work, Contractor must provide the City with a performance bond and payment bond in the amount of the Payment. The completed performance bond and payments bond are attached hereto as Exhibit C. In the event that Contractor fails to provide a performance bond and payment bond within 10 days of the Effective Date, this Agreement shall be void.

9.2 The purpose of the performance bond and payment bond is to guarantee the proper completion by Contractor of the Work as contemplated by this Agreement and payment to subcontractors.

9.3 The performance bond and payment bond shall remain valid until the City approves of and accepts the Work, as set forth in Section 9.4.

9.4 Prior to the City's approval and acceptance of the Work, Contractor must provide the City with a one-year ("Warranty Period") warranty bond in the amount of 10% of the Payment. The completed warranty bond is attached as Exhibit D.

9.4.1 The purposes of the warranty bond is to guarantee that the Work:

(A) complies with this Agreement; and

(B) will not fail in any material respect as a result of poor workmanship or materials within the Warranty Period.

9.5 The warranty bond shall remain valid for the entire Warranty Period.

9.6 Approval and acceptance of the Work shall be deemed to have occurred when each of the following events have been satisfied:

(A) Contractor provides written notice to the City that Contractor considers the Work to be complete.

(B) The City provides written approval and acceptance of the Work, or fails to provide a written response to Contractor, within thirty (30) days after receiving the notification contemplated by Section 9.6(A), indicating the additional work which the City considers incomplete pursuant to this Agreement.

10. Representations and Warranties.

10.1 Each party represents that:

10.1.1. Its signatory has the authority to the party to this Agreement.

10.1.2 It has not sold, assigned, or otherwise transferred any interest in the claims or subject matter contemplated by this Agreement.

10.2 Contractor represents and warrants that:

10.2.1. Contractor has sufficiently and reasonably researched the requirements of this Agreement, understands the same, and is able to competently perform each of its duties and obligations required hereunder.

10.2.2. Contractor warrants the workmanship, materials, proper functioning, and manner of the Work contemplated by this Agreement for the entire Warranty Period. In the event that any portion of the Work does not remain in good and operating condition (in the sole judgment of the City) during the Warranty Period (ordinary wear and tear excepted), Contractor, at its own expense, shall immediately perform all necessary repairs and replacements to maintain such inadequate Work in good and operating condition (to the City's sole satisfaction). Should any portion of the Work imminently jeopardize the health and safety of the City, or any other individual, the City may perform any necessary repairs and replacements (or arrange for a third party to perform such services) at Contractor's expense – to be paid by Contractor within thirty (30) days of receiving a notice of indebtedness from the City.

10.2.3. Contractor shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Work of a similar and comparable nature, and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workman-like manner. Contractor shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Contractor must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Contractor shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations contemplated by this Agreement, without the prior written consent of the City

10.3 Contractor's licensure or authority to transact business issued by the Utah Division of Corporations and Commercial Code and the Utah Division of Occupational and Professional Licensing, as well as any other required licensure, is currently active, and shall remain active throughout the performance of this Agreement.

11. Confidentiality. The parties acknowledge that this Agreement may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq.*, as the same may be amended from time to time.

Notwithstanding the above, Contractor agrees that, except as directed by the City, Contractor shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City

has designated as “confidential” or “private.” Upon the conclusion or termination of this Agreement, Contractor shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Contractor’s possession or control, and which are designated “confidential” or “private.” Contractor further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 11.

12. Authority. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the party which he or she represents and has authority to enter into this Agreement on behalf of the party.

13. Notice.

- 13.1 If any notice is required to be provided pursuant to the terms and conditions of this Agreement, said notice must be provided as follows:

To the City:
Lehi City Corporation
Attn: Steve Marchbanks
2538 North 300 West
Lehi, Utah 84043

To Contractor:
Cinnimon Creek Construction
Attn:
XX

- 13.2 If notice is sent via regular mail, commercial courier, and the like, receipt thereof shall be presumed on the third Calendar Day thereafter.
14. Attorneys’ Fees and Costs. Each party shall bear its own attorneys’ fees and costs incurred in connection with the drafting, execution, and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys’ fees, legal costs, and other collection fees and costs incurred by the prevailing party in connection with the suit, both before and after the judgment, in addition to any other relief to which such party may be entitled.
15. Non-Waiver. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.
16. Binding Effect. This Agreement is binding upon the parties and their proper and allowable heirs, legatees, representatives, successors, and assignees.
17. Assignment. Neither party may assign this Agreement nor delegate any responsibilities under this Agreement without prior written consent. Any purported assignment or delegation in violation of this Section without prior written consent

from the non-assigning party, shall be void and will be considered a material breach of this Agreement.

18. Amendments. This Agreement may not be modified, amended, or terminated, except by an instrument in writing.
19. Time. Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein.
20. Force Majeure. Neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, pandemics, transportation stoppages or slowdowns or the inability to procure parts or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party.
21. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.
22. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah.
23. Entire Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained solely in this Agreement and Exhibits, subject to any implied warranties and conditions imposed upon the parties by Utah law. No other agreements, covenants, representations, or warranties have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement.

[signature page follows]

Dated the ____ day of _____, 2022.

Cinnamon Creek Construction, LLC

By:

Its:

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

On this ____ day of _____, 2022, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of Cinnamon Creek Construction LLC and that said document was signed by him/her in behalf of said Limited Liability Company by Authority of its Operating Agreement, or (Resolution of its Members/Managers) and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

(notary signature)

Dated the ____ day of _____, 2022.

Lehi City Corporation

Mayor Mark Johnson

Attest:

Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents

EXHIBIT B – Cost Savings

EXHIBIT C – Performance/Payment Bonds

EXHIBIT D - Warranty Bond

City Council Agenda Item Report

Meeting Date: October 25, 2022

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2022-92 approving a power generation balance of plant agreement with Wheeler Machinery Company.

Suggested Action:

Attachments:

[Res 2022-92.docx](#)

[Agreement-Wheeler Generation Project \(final clean\).docx](#)



RESOLUTION NO. 2022-92

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A POWER
GENERATION BALANCE OF PLANT AGREEMENT WITH WHEELER MACHINERY
COMPANY

WHEREAS, Lehi City ("City") desires purchase and install three natural gas generators and related equipment for its power generation facility;

WHEREAS, the City selected Wheeler Machinery Company to provide, install, test, and implement the generators and related equipment;

WHEREAS, on October 25, 2022, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve a Power Generation Balance of Plant Agreement with Wheeler Machinery Company; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The Agreement between Lehi City and Wheeler Machinery Company attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.
2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 25th day of October, 2022.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT “A”

POWER GENERATION BALANCE OF PLANT AGREEMENT

1. Introduction.

This Power Generation Balance Of Plant Agreement ("Agreement") is entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City Corporation ("City") and Wheeler Machinery Co. ("Wheeler").

2. Scope of Work.

2.1. Wheeler shall install for City three (3) Caterpillar G3520H Natural Gas Generator Sets and two (2) CG260-16 according to the indicated scope Titled "Balance of Plant Generation" dated January 6, 2022 attached hereto as Exhibit "A" and incorporated herein by this reference ("Project").

2.2 Wheeler will be responsible for cleaning up its work on the Project on a daily basis.

2.3 Upon discovery of any hazardous materials, Wheeler shall cease work on the Project, notify City immediately, and allow City to contract with a properly licensed and a qualified hazardous material contractor to deal with such materials.

3. Consideration.

3.1 The total contract amount is \$18,518,668.82 ("Consideration Payment").

3.2 City agrees to pay Wheeler the total contract amount within thirty (30) days after Wheeler has completed all implementation, testing, etc. and turns the Project over to the City ("Commissioning"), or the total contract amount (less any amount* representative of remaining work mutually agreed upon by Wheeler and City) if and when any generator set or sets begin operating in production-mode (i.e. operated for City benefit, not for testing purposes), whichever comes first. In the event of the latter case (of operation in production-mode prior to complete commissioning), the balance of any amount withheld will be due and payable within thirty days after Wheeler has completed commissioning.

3.3 No change orders or contract additions will be made unless agreed to in advance in writing by City's representative, Joel Eves, and Wheeler's representative, Shane Minor. Wheeler shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this Section 3.3 nor for the

correction of any mistakes attributable in any way to Wheeler, or its employees, agents, subcontractors, or independent contractors. Change orders will be billed with a standard 15% gross margin (8% overhead and 7% profit) included. For example, if Wheeler's costs for a particular change order was \$10,000, then Wheeler would bill City \$11,764.71 ($10,000 / 0.85$).

3.4 The City may withhold all or part of any of the Consideration Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of:

3.4.1 Substantially defective performance by Wheeler, including (but not limited to) defective goods or services not remedied.

3.4.2 Any other substantial failure to materially comply with the terms and conditions of this Agreement.

3.5 Upon Wheeler's timely remedy of the grounds for withholding some or all of the Consideration Payment as contemplated by Section 3.5, the corresponding amount withheld shall be paid to Wheeler. However, in the event of Wheeler's default, the City reserves the right to perform the Scope of Work, or any unfinished portion thereof, itself, or to procure the same from a third party, while holding Wheeler responsible for any costs occasioned thereby.

3.6 In the event the City terminates, suspends, or abandons this Agreement without cause pursuant to Section 4.3, the City shall pay Wheeler a proportionate amount of the Consideration Payment for any of the Scope of Work which was actually performed or provided prior to termination, suspension, or abandonment.

4. Termination and Non-Appropriation.

4.1 The City may terminate this Agreement at any time if, in the reasonable discretion of the City:

4.1.1 Wheeler's performance under this Agreement is unsatisfactory.

4.1.2 Wheeler materially fails to perform its duties and obligations required by this Agreement with diligence or within the time specified herein.

4.1.3 Wheeler has otherwise materially breached this Agreement.

4.2 Prior to terminating this Agreement as contemplated by Section 4.1, the City must first provide written notice to Wheeler of the City's intention to terminate this Agreement. Said notice of termination must be provided by the City to Wheeler at least fifteen (15) calendar days prior to termination. After receiving such notice of termination from the City, Wheeler shall have the next ten (10) calendar days in which to cure any deficiency noted by the City. If Wheeler adequately cures any such deficiency, to the reasonable satisfaction of the City, this Agreement shall continue. However, in the event Wheeler fails to adequately cure any such deficiency, this Agreement shall terminate, and Wheeler shall be liable for any resulting damages associated with said deficiency and breach of this Agreement. The City may pursue any such damages through all available means, whether in law or in equity, or both.

4.3 The City may, in its sole discretion, terminate, suspend, or abandon this Agreement without cause at any time by providing written notice to Wheeler of the City's intention to terminate this Agreement without cause. Said notice of termination must be provided by the City to Wheeler at least fifteen (15) calendar days prior to termination.

4.4 Any Scope of Work which Wheeler has completed or performed prior to the date of any termination, suspension, or abandonment, shall be recorded, and tangible work documents shall be transferred to, and become the sole property of, the City. If the City has terminated this Agreement without cause as contemplated by Section 4.3, then subsequently requests Wheeler to recommence its performance of the Scope of Work after more than one (1) month from the date of termination, the Consideration Payment amount shall be subject to renegotiation at the request of either party hereto.

5. Taxes.

5.1 Each party shall be solely responsible for any tax liability which it may incur as a result of this Agreement.

6. Indemnification and Insurance.

6.1 Wheeler shall be responsible for any damage or injury to the extent which it, or its employees, agents, subcontractors, or independent contractors may cause in the performance of this Agreement. Consequently, to the fullest extent permitted by law, Wheeler shall indemnify, defend, and hold harmless the City, any subsidiary or affiliate of the City, and its past, present and future agents, representatives, and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including (but not limited to) attorneys' fees, arising out of or resulting

from, but only to the extent of, Wheeler's negligence, breach, or willful misconduct. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the City.

6.2 The City shall indemnify and hold harmless Wheeler, its parent, subsidiaries, affiliates, agents, shareholders, directors, and employees from and against all damages, costs, liabilities (including reasonable attorneys' fees and expenses) arising from or related to the negligent or willful actions of the City with respect to the subject matter of this Agreement.

6.3 Wheeler, at its own expense, shall provide for the payment of worker's compensation benefits to its employees employed on or in connection with the performance of this Agreement, and in accordance with applicable State and Federal laws.

6.4 Wheeler, at its own expense, shall maintain Commercial general liability insurance, with liability limits not less than \$2,000,000.00 per occurrence. Excess Liability insurance policy with a liability limit not less than \$2,000,000.00 per occurrence in excess of primary Commercial General Liability and Business Automobile Liability.

6.5 Wheeler, at its own expense, shall maintain Business automobile public liability insurance with bodily injury and death and property damage limits of liability not less than \$1,000,000 combined single limit. Such benefits and coverage shall not be deemed to limit Wheeler's liability under this Agreement. It is intended by this Section 76.5 that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, Wheeler must maintain automobile public liability insurance in amounts satisfying applicable Utah law.

6.6 Before commencing the Scope of Work, and at any time thereafter upon written request by the City, Wheeler shall furnish the City with a copy of certificates of insurance as evidence that policies providing the coverage required by this Agreement are in effect.

6.7 All insurance required by this Agreement, with the exception of worker's compensation and employer's liability policies, shall include the City, its directors, officers, agents, and employees as additional insured persons with respect to the activities of Wheeler in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate or certificates presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement,

Wheeler shall maintain any insurance required by this Agreement until after the Scope of Work has been fully performed by Wheeler, and subsequently approved and accepted by the City. Wheeler shall provide the City with written notice at least sixty (60) days in advance of any cancellation, termination, or material alteration of said policies of insurance.

7. Payment and Performance Bonds; Warranty.

7.1 Within ten (10) days of the Effective Date of this Agreement, and prior to commencing work on the Scope of Work, Wheeler must provide the City with a payment and performance bond in the amount of the Consideration Payment. In the event that Wheeler fails to provide a payment and performance bond within ten (10) days of the Effective Date, this Agreement shall be void.

7.2 The payment and performance bond shall remain valid until the City approves of and accepts the Scope of Work.

8. Representations and Warranties. Each party represents that:

8.1 Its signatory has the authority to execute this Agreement.

8.2 It has not sold, assigned, or otherwise transferred any interest in the claims or subject matter contemplated by this Agreement.

8.3 Wheeler represents and warrants that:

8.3.1 Wheeler has sufficiently and reasonably researched the requirements of this Agreement, understands the same, and is able to competently perform each of its duties and obligations required hereunder.

8.3.2 Wheeler warrants the workmanship, materials, proper functioning, and manner of the Scope of Work contemplated by this Agreement for one year from the date of Commissioning ("Warranty Period"). In the event that any portion of the Scope of Work does not remain in good and operating condition (in the reasonable judgment of the City) (ordinary wear and tear excepted), Wheeler, at its own expense, shall immediately perform all necessary repairs and replacements to maintain such inadequate Scope of Work in good and operating condition (to the City's reasonable satisfaction). Should any portion of the Scope of Work imminently jeopardize the health and safety of the City, or any other individual, the City may perform any necessary repairs and replacements (or arrange for a third

party to perform such services) at Wheeler's expense – to be paid by Wheeler within thirty (30) days of receiving a notice of indebtedness from the City.

8.3.3 As to the equipment, the manufacturer's standard 12-month warranty shall prevail. When it is within Wheeler's discretion to give notice as to when the manufacturer's warranty period begins to run, Wheeler shall notify manufacturers as of the date of Commissioning.

8.3.4 Wheeler shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Scope of Work of a similar and comparable nature, and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workmanlike manner. Wheeler shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Wheeler must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Wheeler shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations contemplated by this Agreement, without the prior written consent of the City

8.3.5 Wheeler's licensure or authority to transact business issued by the Utah Division of Corporations and Commercial Code and the Utah Division of Occupational and Professional Licensing, as well as any other required licensure, is currently active, and shall remain active throughout the performance of this Agreement.

9. Confidentiality.

9.1 The parties acknowledge that this Agreement may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq.*, as the same may be amended from time to time.

9.2 Notwithstanding Section 9.1., Wheeler agrees that, except as directed by the City, Wheeler shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City has designated as "confidential" or "private." Upon the conclusion or termination of this Agreement, Wheeler shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Wheeler's possession or control, and which are designated "confidential" or "private." Wheeler further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 9.2.

10. Equal Opportunity. Neither Wheeler, nor any subcontractor of Wheeler, shall discriminate against any employee, applicant for employment, or recipient of services on the basis of race, religion, color, sex, age, disability, or national origin.

11. Record Keeping and Audits. Wheeler shall maintain accurate accounting records for all goods and services provided in the performance of this Agreement, and shall retain all such records for a period of at least three (3) years following the termination or completion of this Agreement. Upon forty-eight (48) hours written notice and during normal business hours, the City shall have access to and the right to audit any records or other documents pertaining to this Agreement. Wheeler shall furnish copies of any records requested by the City at Wheeler's expense

12. Relationship of the Parties and Immunity.

12.1 The relationship between the parties shall be that of independent contracting parties. Each party shall be responsible for the manner of its own performance of this Agreement. Nothing herein shall be construed to create an employer-employee, principal-agent, or other similar relationship. Neither party is authorized to, nor shall either party, enter into any contract or commitment on behalf of the other party. Neither party shall be considered an affiliate or subsidiary of the other party. It is expressly understood that this Agreement, including the performance thereof, is not a joint venture, partnership, or any other relationship other than that of independent contracting parties.

12.2 Nothing in this Agreement, nor the performance hereof, shall adversely affect any immunity from suit, or any right, privilege, claim or defense, which the City or its employees, officers, and directors may assert under State or Federal law, including (but not limited to) The Governmental Immunity Act of Utah, UTAH CODE ANN. § 63G-7-101, *et seq.* All claims against the City or its employees, officers, and directors are subject to the provisions of the aforementioned act, which controls all procedures and limitations in connection with any claim of liability.

13. Notice.

13.1 If any notice is required to be provided pursuant to the terms and conditions of this Agreement, said notice must be provided by certified mail as follows:

To the City:

Lehi City Corporation
Attn: Joel Eves

To Wheeler:

Wheeler Machinery Co.
Attn: Shane Minor

153 North 100 East
Lehi, Utah 84043

4901 West 2100 South
Salt Lake City, Utah 84120

With a copy to:

Lehi City Attorney
153 North 100 East
Lehi, Utah 84043

13.2 The designation of any address or individual contemplated by this Section 13 may be changed by notice given in the same manner as provided in this Section 13, and shall not be subject to the restrictions contemplated by Section 20.

14. Attorneys' Fees and Costs. Each party shall bear its own attorneys' fees and costs incurred in connection with the drafting, execution, and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees, legal costs, and other collection fees and costs incurred by said prevailing party in connection with the suit, both before and after judgment, in addition to any other relief to which such party may be entitled.

15. Non-Waiver. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

16. Binding Effect. This Agreement is binding upon the parties and their proper and allowable heirs, legatees, representatives, successors, transferees, and assignees.

17. Assignment. Neither party hereto may assign this Agreement, nor delegate any responsibilities under this Agreement. Any purported assignment or delegation in violation of this Section 17, without prior written consent from the non-assigning party, shall be void, and will be considered a material breach of this Agreement.

18. Time. Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein.

19. Force Majeure. Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control,

such as natural catastrophes, pandemics, factory delays, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns or the inability to procure parts or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party. This provision shall not apply to payment.

20. Amendments. This Agreement may not be modified, amended, or terminated, except by an instrument in writing, signed by each party hereto.

21. Further Assurances. The City and Wheeler mutually agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

22. Incorporation of Miscellaneous Material. Each section of this Agreement shall be considered a part hereof, including (but not limited to) Sections 1. and 2., respectively. Likewise, any exhibit referenced in this Agreement is made a part hereof.

23. Drafting and Voluntary Execution.

23.1 The negotiation and drafting of this Agreement have been accomplished collectively by each party hereto, and for all purposes this Agreement shall be deemed to have been drafted jointly by each such party. The parties acknowledge that they have been represented by counsel of their choice in all matters connected with the negotiation and preparation of this Agreement, or that they have had the opportunity to be represented by counsel, and that they have reviewed this Agreement with their counsel, or that they have had the opportunity to review this Agreement with their counsel, and that they fully understand the terms of this Agreement and the consequences thereof. Furthermore, the parties hereto have been afforded the opportunity to negotiate as to any and all terms of this Agreement, and each party is executing this Agreement voluntarily and free of any undue influence, duress, or coercion. The parties further acknowledge that they have relied on their own judgment, belief, knowledge, and advice from their own representatives, consultants, affiliates, and agents, as to the extent and effect of the terms and conditions contained herein. The parties are not relying upon any statement or representation made by any other party or any officer, director, employee, agent, servant, adjustor, or attorney acting on behalf of another party, unless such a statement or representation is expressly set forth in this Agreement.

23.2 The headings in this Agreement are for convenience only and shall not be interpreted to limit the meaning of the language contained herein in any way.

24. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

25. Governing Law.

25.1 This Agreement shall be construed in accordance with the laws of the State of Utah, regardless of any choice or conflict of law rules.

25.2 Each party agrees that any legal action or proceeding with respect to this Agreement may only be brought in the state courts of Utah County, in the State of Utah. Consequently, each party hereby submits itself unconditionally to the jurisdiction and venue of the aforementioned courts.

26. Third-Party Beneficiaries. This Agreement is not meant to create any rights or benefits (whether intended or incidental) for any third party. Only the named parties to this Agreement may enforce the terms and conditions hereof.

27. Entire Agreement. All agreements, covenants, representations and warranties – express or implied, oral or written – of the parties concerning the subject matter hereof are contained solely in this Agreement, subject to any implied warranties and conditions imposed upon the parties by Utah law. No other agreements, covenants, representations, or warranties – express or implied, oral or written – have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement

28. Duplicate Originals. This Agreement may be executed in identical duplicate originals, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

29. Signatures. The City and Wheeler voluntarily enter into this Agreement, as evidenced by affixing their respective signatures, below.

Lehi City Corporation:

Wheeler Machinery Co.:

By: Mark Johnson
Its: Mayor

Dated: _____

By: Stephen Green
Its: VP – Sales & Rental

Dated: _____

Attest:

Teisha Wilson, City Recorder

Dated: _____



Balance of Plant Generation

- Pricing
 - o 3 Caterpillar G3520H and 2 Caterpillar CG260-16 Installed

Total Project Price \$18,518,668.82

Includes:

CAT

Generators and Freight

Testing and Setup (Engine Megger, Alignment Etc.)

Caterpillar Batteries 153-5720

SENS Battery Charger

ELECTRICAL

Switchgear and Freight

Upgrade existing 3 switchgear controls to match new units

MCC

Gen & Switchgear wiring

Neutral grounding resistor and Freight

Skyspark Analytics for trending

Control Panel/Pull Box

MECHANICAL

JW Radiator

Radiator Freight

Aftercooler Radiator

Aftercooler Radiator Freight

Coolant Line Isolation Valves

Radiator Piping

Catwalks

Radiator Piping Stands

Low Level Switches

Sight Glass/Level

Auto Bleeders

Auto Bleeder Brackets, Tubing, Etc.

Auto Bleeders, Brackets, Tubing, etc. install

Coolant Line Pipe Wrap

Expansion Tank Stands/Tanks

Thermal Wells/Junction Adapters

Engine to Coolant Pipe Flexes

Install Engine to Coolant Pipe Flexes

Pipe Flexes gasket bolt kit

Y Strainer and install

Y-Strainer - Gasket kits

Bleeder Valves/fittings and threadolets - gas line and coolant lines

Coolant Drain Valves in Pipe

Expansion Tank to Radiator Headers Tubing

Expansion Tank to Radiator Headers Tubing install

Rubber Expansion Joints

Rubber Expansion Joints Hardware and install

Radiator Mounting - Anchor

Radiator Mounting Isolators levelers Install

Balance Valves

Oil Cooler connections

Oil Cooler Piping

Oil Cooler Stands, braces, etc.

Intake Filters mounting and piping

Antifreeze

Exhaust

Engine to Exhaust Pipe-Flex, labor, hardware

Engine to SCR Exhaust Piping

Exhaust Stacks hardware and gaskets

Exhaust Stands/Guy Wires

Thimbles/Flashing

Exhaust Wrap in Building and small segment to SCR outside

Exhaust Pipe Mounting Brackets

Air Receiver Tank and Mounting

SCR

Safety Power SCR

SCR Freight

SCR Stand

SCR Stand Blast and Paint

Stand Freight

Install SCR

SCR Tank

Heat Trace all Exterior Urea Lines

Heat Trace Breakers with install

DEF Piping Loop (Aquatherm) and Install

Air Piping and Install

Dosing Cabinet Stand

Install Dosing Cabinet Stand/Mount Dosing Cabinet to Stand

Hose and pipe between dos cabs to SCR build and install TWB

Stack

Air Filters, Screens, valves, etc.

Air Receiver Tank and Mounting

Swamp Coolers

Swamp Cooler Freight

End swamp cooler Unit

Swamp Cooler Install

Swamp Cooler trim/Sleeve

Swamp Cooler Stand/s has extra stand in it

Swamp Cooler Plumbing

Automation Valves, etc.

Curbs

Exhaust Relief

Louver/Damper/Motor

Install

Gas

Engine Gas Line & Regulator

Gas Meter

Misc.

Crane Rental

Room temp and humidity sensor

Outside temp and humidity

Vibration meter

Freight, Hotshots, Etc.

Oil Lines for filling and emptying engine

Coolant Lines for Filling and emptying engine

Fill Station

CCV Install

Fill Station Controls

Fill Stations For Units 1,2,3

In Plant Informational Signage

misc. parts

OTHER

Post Install emission testing

Installation - start up

Blackstart Testing w Load Bank

Concrete Cutting/Work

General Conditions Monthly Building Items

Electrical Engineering

Electrical - Coordination Study, Test Breakers, and Relays, Install Settings

As Built Drawings

Clarifications and Assumptions
Pricing assumes medium voltage cable is provided, pulled and terminated by others. We can include this but this is often a cost saving measure employed by the utilities as they have people capable of performing this work.
Does Not Include 12,470Volt to Transmission Voltage Transformer
Gens are 12,470V
Does Not Include Gas Company Gas Line, Gas Train
Does Not include house power transformer
Caterpillar standard 1 year warranty
Install 1 year warranty
No extended service coverage is included in pricing
No maintenance contract is included in this pricing
Abnormal winter conditions not included in pricing
Fire protection not included at this time.
Includes Natural Gas and CO detection.
Sales Tax Not Included
Force Majeure - WPS will not be held liable for events beyond their control that may delay their delivery, such as Acts of God, pandemics, supply chain crisis', fire, strikes, floods, accidents, or similar causes beyond our control.
Pandemics: This is a moving target with rapidly changing requirements and regulations. Delays due to Pandemics, Wheeler Power Systems cannot be liable for.
Wheeler Power Systems is committed to installing the gensets and balance of plant equipment as quickly as possible. Current delivery for the G3520H model units is expected mid to late February 2023. The Caterpillar MWM CG260-16 models lead time are currently projected to be around 40 weeks from the time the order is placed. Switchgear delivery is estimated at 60 weeks lead time currently. These are estimates and the situation regarding lead times is rapidly changing.
Cost escalations for all equipment and supplies are coming in at a much more frequent interval than we have seen historically. Pricing exercises will need to be performed again if procurement exceeds 30 days past the date of this quote.
Project changes which are outside of concept scope will be billed as change orders and will be at a rate of 15%. This is broken out as 8% for company direct and allocated overhead and 7% profit.

PRESENTED BY



4901 West 2100 South * Salt Lake City, Utah 84120

Contacts

Shane Minor

Utility, Governmental & International Sales

Phone: 801-978-1533

Cell: 801-201-0929

sminor@wheelercat.com

10-12-2022

City Council Agenda Item Report

Meeting Date: October 25, 2022

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2022-93 designating the proposed Thanksgiving Point Housing and Transit Reinvestment Zone authorizing the preparation of a proposal, and authorizing and directing all necessary action by the staff and counsel.

Suggested Action:

Attachments:

[Res 2022-93.docx](#)



Resolution 2022-93

A RESOLUTION DESIGNATING THE PROPOSED THANKSGIVING POINT HOUSING AND TRANSIT REINVESTMENT ZONE AUTHORIZING THE PREPARATION OF A PROPOSAL, AND AUTHORIZING AND DIRECTING ALL NECESSARY ACTION BY THE STAFF, AND COUNSEL.

WHEREAS Lehi City (the “City”), desires to explore funding opportunities for the Thanksgiving Point Transit Oriented Development; and

WHEREAS the City, having made a preliminary investigation and conducted initial studies and inquiries, and having land use authority, desires now to cause a proposal to be completed for the Housing and Transit Reinvestment Zone per 63N-3-604(1)a.

WHEREAS the City desires to begin the process of preparing a proposal to be submitted to the Governor’s Office of Economic Opportunity pursuant to the Act.

WHEREAS, on October 25, 2022, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF LEHI CITY AS FOLLOWS:

1. That the City finds the Thanksgiving Point Utah Transit Authority Front Runner Station qualifies for an HTRZ
2. That the City hereby tentatively designates the 1/3 mile radius around the UTA Front Runner Property as the proposal area, the approximate proposed boundaries of which are depicted on the map attached hereto as Exhibit A;
3. That the counsel, and staff, be and are hereby authorized and directed:
 - a. to prepare a proposal to be submitted to GOEO.
 - b. conduct any examination, investigation, or negotiation regarding the proposal.
 - c. to undertake all such actions as may be required by the Act, or which may otherwise be necessary or desirable to the successful establishment of the proposal for the HTRZ, including, without limitation, the negotiation of agreements with taxing entities and participants, the preparation for all necessary hearings and the preparation, publication, and/or mailing of statutorily required notices; and

4. That this Resolution shall take effect upon adoption.

APPROVED AND ADOPTED on the 25th day of October, 2022.

LEHI CITY

Mark Johnson, Mayor

Attest:

Teisha Wilson, City Recorder

Exhibit A
Proposed Thanksgiving Point HTRZ Area Map

