



## ALPINE CITY COUNCIL MEETING AGENDA

**NOTICE** is hereby given that the **CITY COUNCIL** of Alpine City, Utah will hold a Public Meeting on **Tuesday, February 27, 2018 at 7:00 pm** at Alpine City Hall, 20 North Main, Alpine, Utah as follows:

**I. CALL MEETING TO ORDER \*Council Members may participate electronically by phone.**

- A. Roll Call:** Mayor Troy Stout
- B. Prayer:** Ramon Beck
- C. Pledge of Allegiance:** By invitation

**II. CONSENT CALENDAR**

- A. Minutes of City Council Meeting of February 13, 2018**
- B. Bond Release #2- Three Falls Phase 3 - \$145,636.79**
- C. Bond Release #10 – Three Falls Phase 2**

**III. PUBLIC COMMENT**

**IV. REPORTS and PRESENTATIONS**

- A. Financial Report**
- B. FY2018-2019 Budget Adoption Schedule**

**V. ACTION/DISCUSSION ITEMS**

- A. Planning Commission Appointment:** The City Council will consider approving an appointment to the Planning Commission.
- B. PUBLIC HEARING – Installation of pressurized irrigation meters:** The City Council will receive public comment on the proposal to install meter on the PI system.
- C. Approval of Bureau of Reclamation SmartWater Grant for PI Meters:** The City Council will consider approving the grant for the installation of PI meters.
- D. Alpine View Estates Planned Residential Development – Griff Johnson:** The City Council will consider granting approval for a proposed subdivision on approximately 19 acres in the CR-40,000 zone to be developed as a PRD.
- E. Ordinance No. 2018-01 Amending the Section 3.7.3 of the Development Code:** The proposed amendment would increase the number of allowed bays in an auto repair shop from four to five.
- F. Proposed Sale of Public Open Space:** The Council will consider approving the sale of 0.45 acres located at the corner of Canyon Crest and Ridge Drive.
- G. Approval for Installation of Cemetery Gates:** The Council will review and considering approving the cost to install gates in the Alpine Cemetery.

**VI. STAFF REPORTS**

**VII. COUNCIL COMMUNICATION**

**VIII. EXECUTIVE SESSION:** Discuss litigation, property acquisition or the professional character, conduct or competency of personnel.

**ADJOURN**

Mayor Troy Stout  
February 23, 2018

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY COUNCIL MEETINGS. If you need a special accommodation to participate, please call the City Recorder's Office at (801) 756-6347 x 4.  
CERTIFICATE OF POSTING. The undersigned duly appointed recorder does hereby certify that the above agenda notice was on the bulletin board located inside City Hall at 20 North Main and sent by e-mail to The Daily Herald located in Provo, UT, a local newspaper circulated in Alpine, UT. This agenda is also available on our web site at [www.alpinecity.org](http://www.alpinecity.org) and on the Utah Public Meeting Notices website at [www.utah.gov/pmn/index.html](http://www.utah.gov/pmn/index.html)

# PUBLIC MEETING AND PUBLIC HEARING ETIQUETTE

**Please remember all public meetings and public hearings are now recorded.**

- All comments **must** be recognized by the Chairperson and addressed through the microphone.
- When speaking to the Planning Commission, please stand, speak slowly and clearly into the microphone, and state your name and address for the recorded record.
- Be respectful to others and refrain from disruptions during the meeting. Please refrain from conversation with others in the audience as the microphones are very sensitive and can pick up whispers in the back of the room.
- Keep comments constructive and not disruptive.
- Avoid verbal approval or dissatisfaction of the ongoing discussion (i.e., booing or applauding).
- Exhibits (photos, petitions, etc.) given to the City become the property of the City.
- Please silence all cellular phones, beepers, pagers or other noise making devices.
- Be considerate of others who wish to speak by limiting your comments to a reasonable length, and avoiding repetition of what has already been said. Individuals may be limited to two minutes and group representatives may be limited to five minutes.
- Refrain from congregating near the doors or in the lobby area outside the council room to talk as it can be very noisy and disruptive. If you must carry on conversation in this area, please be as quiet as possible. (The doors must remain open during a public meeting/hearing.)

## **Public Hearing vs. Public Meeting**

If the meeting is a **public hearing**, the public may participate during that time and may present opinions and evidence for the issue for which the hearing is being held. In a public hearing there may be some restrictions on participation such as time limits.

Anyone can observe a **public meeting**, but there is no right to speak or be heard there - the public participates in presenting opinions and evidence at the pleasure of the body conducting the meeting.

**ALPINE CITY COUNCIL MEETING**  
**Alpine City Hall, 20 N. Main Alpine, UT**  
**February 13, 2018**

**I. CALL TO ORDER:** Troy Stout called the meeting to order at 6:00 pm. The following were present and constituted a quorum:

Mayor Troy Stout

Council Members: Jason Thelin, Carla Merrill, Kimberly Bryant, Lon Lott. Ramon Beck was excused.

Staff: Shane Sorensen, Charmayne Warnock, David Church, Austin Roy

Others: Barry Johnson, Jared Inouye

**II. EXECUTIVE SESSION**

**MOTION:** Lon Lott moved to go into closed session to discuss strategy on pending litigation. Carla Merrill seconded. Ayes: 4 Nays: 0. Motion passed.

**III. RETURN TO OPEN MEETING:** The Council returned to open session at 7:00 pm and took a five-minute break.

Mayor Troy Stout called the meeting to order at 7:05 pm.

**A. Roll Call:** The following were present and constituted a quorum:

Mayor Troy Stout

Council Members: Jason Thelin, Carla Merrill, Kimberly Bryant, Lon Lott

Council Members not present: Ramon Beck was excused.

Staff: Shane Sorensen, Charmayne Warnock, David Church, Austin Roy

Others: Ed Bush, Loraine Lott, Mark Goodsell, Tom Watkins, Angela Adams, Sylvia Christiansen, Klaus Goeckeritz, Connie Goeckeritz, 808 Scout Troop, 940 Scoot Troop, Will Jones, David Fotheringham, Ross Welch, Bridget Whitney, Troop 1112.

**B. Prayer:** Carla Merrill

**C. Pledge of Allegiance:** Cohen Zurcher

**IV. CONSENT CALENDAR**

**A. Minutes of City Council meeting for January 23, 2018**

**B. Award Bid on the 100 South Road Project**

**C. Award Bid on the Alpine Waterline Replacement Project**

**D. Resolution No. R2018-04 in support of the Murdock Connector road.**

Shane Sorensen said they had opened the bids for the two projects. For the Waterline Replacement Project, they had 13 bids. The low bid came from Stapp Construction. He had checked their work records and recommended awarding the bid to Stapp Construction for \$213,297.00

For the 100 South Road Project, they received six bids. The low bid was from Red Pine Construction for \$259,041.00. Staff recommended accepting the low bid.

Mayor Stout explained that Resolution No. R2018-04 was in support of the construction of a connector road to be built in Highland between Alpine Highway and North Utah County Boulevard. It would be built to collector road standards.

**MOTION:** Lon Lott moved to approve the Consent Calendar with the correction on the Resolution to state that Highland City had been in discussion with the Pheasant Hollow HOA. Kimberly Bryant seconded. Ayes: 4 Nay: 0. Lon Lott, Kimberly Bryant, Carla Merrill, Jason Thelin voted aye. Motion passed.

## **V. PUBLIC COMMENT:**

Mark Goodsell - 200 North: Mr. Goodsell said the traffic problem in Alpine had gone beyond tolerable. There were two major issues. First was safety. He said he could not back out of his driveway safely because of the speed of the traffic on 200 North. People came down the hill too fast. There were joggers, bikers and pedestrians on the road. The speed limit was 25 mph, which meant people traveled 35 mph. The police didn't ticket them unless they were at 40 mph. He said he'd put cones in the road to slow the traffic and the police showed up and told him they were illegal.

Mr. Goodsell said his second issue related to traffic's effect on property values. With all the traffic funneling down through the center of Alpine, the inner city would deteriorate. He said he didn't believe that enforcement was the solution. Somehow they had to convince the public to drive in a courteous, respectful way. Oregon was that way. If someone so much as put a foot on the pavement, the cars stopped. He suggested they organize a group of citizens and come up with the long-term solution that involved education and a visual aspect. He said 200 North was like a freeway. The police would have to sit there 24/7 to be effective. If one person was driving the speed limit, it would slow down the ten cars behind him. They needed more people driving the speed limit.

Ed Bush updated the Council on the Alpine Nature Center. They got about a hundred visits a day and even more on the Facebook page. They had a working relationship with the Monte L. Bean Natural History Museum in Provo. On April 7<sup>th</sup> citizens were encouraged to meet at the Alpine North Stake Center to help plant winter feed for the deer in Lambert Park. The purpose was to provide feed for the deer higher up so they weren't so inclined to come down into town. People could sign up online to participate in the planting. He said the bird watching was on hold because the leader was ill. They would begin nature hikes in Lambert Park and would award the kids with a pin if they completed all the hikes. They were also planning a water tour to show where the water sources were around Alpine.

## **VI. REPORTS and PRESENTATIONS**

Mayor Stout said he had met with a representative from wildlife resources. DNR was planning a mass planting in Lambert Park on April 7<sup>th</sup> to provide winter feed for the deer. He appreciated Ed Bush's reference to the date. The DNR was trying to lure deer into the park with plants they enjoyed eating. They were also talking about providing water sources for the deer. People and scout groups were invited to help with the planting. Mountain biking teams could also help.

## **VII. ACTION DISCUSSION**

**A. Planning Commission Appointment:** Mayor Stout said this item was postponed.

**B. PUBLIC HEARING - KM8 Annexation:** Mayor Stout opened the hearing for public comment. He said no action would be taken that evening.

Sylvia Christiansen asked what the proposed density of the project would be. Shane Sorensen said the petitioners had requested one-acre zoning and had a concept plan.

Ed Bush – Box Elder Drive. He said he'd seen the concept plan and the connection of trails. It looked as if the traffic from the development would travel down Grove Drive. He was concerned about the narrow crossing of Grove Drive over Dry Creek, and suggested there be some kind of improvement to widen the crossing.

Tom Watkins – Summit Way. Mr. Watkins had a question about how impact fees could be used to improve roads in Alpine. David Church said impact fees could not be used to cure existing deficiencies. They could only be used to take care of the estimated impact of the new growth created by the new development. Since annexations were typically not part of an Impact Fee Study, the City and the developer negotiated an annexation agreement regarding specific infrastructure needs. If impact fees were not used within six years, they had to be paid back.

Shane Sorensen said street impact fees could be put toward an oversized road. The developer would normally build the roads to serve their subdivision. If there were existing roads that would be impacted by the new development, fees could be used to pay for improving the road.

Mark Goodsell said that current Master Plan showed three exits out of Alpine. The proposed annexations would add more and more traffic to those three exits. How would that be addressed? Shane Sorensen said there could be another exit on the southeast side that would connect through Highland to SR-92 near the mouth of the American Fork Canyon. Alpine, Highland and Lehi had applied for fund to do a traffic study to alleviate traffic.

David Church pointed out that traffic from the areas seeking annexation would be traveling through Alpine whether the land was annexed or not. They could still develop in the county if not annexed into the city. He said that when he first started working for the City, there was a plan for an eastside road that went through the travel pit out to SR-92, but the Council, in response to residents on the east side of town, decided they didn't want another major road out of Alpine so they abandoned it and the road when from an arterial road to a local road.

Angela Adams - 600 North. She asked where the proposed annexation was located. When it was pointed out, she said she had looked at purchasing a lot in the part of Alpine but decided it was too far away and there were no good roads. She said it was probably in the best interest of the developers and the City to work together on what do to with roads.

There were no more comments. Mayor Stout closed the Hearing saying this was just one of the first steps in the annexation process and there would be other meetings.

**C. Pine Grove Annexation:** Mayor Stout said the developer had said he was not ready for a public hearing and had offered to pay for a second public hearing.

Ross Welch, representative for the Pine Grove annexation, said their biggest concern was water. They were waiting for the results on a test well, which was why they weren't quite ready for the hearing.

Shane Sorensen explained that both the areas for which the owners were requesting annexation were located higher up than could be served by Alpine's water system. The applicants would have to develop sources for both annexations.

Ed Bush said his concern for this annexation was the same as the previous one. The narrow culvert where Grove Drive crossed Dry Creek would need to be widened. He said he thought it would also be worthwhile to discuss a small developed park in Lambert Park that people could drive to and park. There were no improved parks in that area of Alpine. There would be some maintenance costs for the City but it would be worth considering.

There were no more comments and the Hearing was closed.

**D. Property Acquisition – Stevens Storm Drain Easement:** Shane Sorensen explained that as part of the cemetery expansion, they needed to reconstruct 600 North. One of the things they needed before reconstructing the road was a storm drain connection. They'd had part of it but were missing a section where it drained into Fort Creek on 200 North. There was a bottleneck in the system and they'd had some issues in the past with storm events. He had been working with Kenny and Loretta Stevens to acquire an easement for the storm drain. The Stevens were willing to allow the City to purchase the easement, which had been appraised. They City would purchase it for \$20,000. Part of the project would include restoration on the property. He said they couldn't improve 600 North without the easement and recommended approving it.

**MOTION:** Jason Thelin moved to authorize staff to sign the Memo of Understanding on behalf of the City and authorize the purchase of the easement. Kimberly Bryant seconded. Ayes: 4 Nays: 0. Jason Thelin, Carla Merrill, Kimberly Bryant, Lon Lott voted aye. Motion passed.

Mayor Stout suggested the Council take a ten-minute break prior to the Open Meeting Training.

The Council recessed at 8:05 pm. They returned at 8:15 pm.

**E. Open Meeting Training – David Church:** Mr. Church said the state legislature required cities to hold an annual training on the Open Meeting Act. It applied to all public bodies. A public body was defined as two or more persons officially created and authorized to conduct public business and was supported by tax revenue. The planning commission was a public body. An ad hoc one-time meeting committee was not classified as a public body.

Meetings conducted by a public body had to have an agenda that was noticed at least 24 hours before the meeting. It had to be posted on the state noticing website, at the location of the meeting, and a copy sent to new media outlets. The public had to be allowed to come to the meeting, but they did not necessarily get to comment or participate actively in the meeting. A quorum had to be present to take action on an item.

Mayor Stout asked if a quorum of members showed up at a PTA meeting, would they be allowed to discuss city issues. David Church said the Code required that all deliberations and acts were to be done openly. If the council members were deliberating on issues, it would be cheating. He said that if council members showed up at a meeting with a hot issue and just voted with little or no discussion, people would know it had been discussed outside the meeting. City council decisions needed to be discussed openly and in public.

Sylvia Christiansen asked if the public could comment on an item that was not noticed as a public hearing. David Church said that was not a problem if the mayor/chairman chose to allow public comment, but it would not count as a public hearing unless it was noticed as such. Only certain types of actions required a public hearing. Land control regulation required a public hearing as did adopting a budget, setting their own salaries, borrowing money or vacating streets. Other public hearings were voluntary.

## **VIII. STAFF REPORTS**

Shane Sorensen reported on the following:

- Residents were now able to text a 911 call. It would be very useful in a hostage situation. He said that Nephi and Juab counties were now part of the Utah County Dispatch.
- He and the Mayor had met with representatives from Snowbird about the plans for American Fork Canyon which included water and mine cleanup. They would revegetate the restored area and had plans to put in yurts for public camping.
- He and the Mayor had met with Melanie Ewing about the 2018 Alpine Days events, which were essentially the same as last year. He asked the Council to look at the list of events and let him know if there were some that did not come across as hometown type events. Mrs. Ewing did not plan to chair the 2019 events so they would need to look for a new chairman.
- They had an agreement for the PI meter grant and would be holding a public hearing.
- The Council had approved contracting with Municipal Code Online to make the city codes searchable. The Development Code was completed and they would begin working on the Municipal Code.
- Kenny Stevens was a brick mason and had repaired the rock monument in Legacy Park for no cost to the City which they appreciated.
- The City had set aside funds for the widening of Grove Drive but since that was on hold, he would like to use those funds for 600 North so they could move forward with the cemetery expansion.
- There was a brief discussion about water guzzlers in Lambert Park since a lot of deer came into town to find water. There was money in the budget for deer control that could be used for that.

## **IX. COUNCIL COMMUNICATION**

Lon Lott said he'd received a letter of complaint about the dog droppings in the park. Shane Sorensen said the public works department had installed five dog waste stations throughout town, but not one in McTeer Park. Mr. Lott suggested they put a reminder in the Newline about the leash law and cleaning up after your pets. In areas where there were pocket parks, they could send a mailer to the people and remind them to clean up after their dogs.

1 Kimberly Bryant said the Youth Council Easter Egg Hunt was scheduled for March 31<sup>st</sup> in Creekside Park. She also  
2 recommended attending the training in St. George because she'd found it to be very helpful when she was first  
3 elected to the Council. David Church said it was on April 25-27.

4  
5 Troy Stout said he'd talked to someone who had the equipment and knowledge to broadcast their meetings on the  
6 internet, and would do it for free, although at some point there might be a cost. David Church said a number of cities  
7 did that. If Alpine chose to be on camera, they would want to be more formal in their proceedings.

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9 Troy Stout said he would like to have public hearings noticed front and center on the webpage, and also advertise  
10 them on Facebook.

11  
12 **MOTION:** Kimberly Bryant moved to adjourn. Carla Merrill seconded. Ayes: 4 Nays: 0. Kimberly Bryant, Carla  
13 Merrill, Jason Thelin, Lon Lott voted aye. Motion passed.

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15 The meeting was adjourned at 9:05 pm.  
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ALPINE CITY  
ESCROW BOND RELEASE FORM  
Release No. 2

Thru Period Ending: February 1, 2018

Three Falls Phase 3  
Location: Three Falls Drive

BOND HOLDER

Description	Quantity	Units	Unit Price		Total Cost	% Completed This Period**	% Completed To Date**	Total This Period	
PHASE 3 - SWPPP									
Silt Fence	1700	LF	@	\$ 3.00	\$ 5,100.00	0.0%	52.0%	\$	-
Inlet Protection	10	EACH	@	\$ 60.00	\$ 600.00	0.0%	52.0%	\$	-
Toilet Rental	8	EACH	@	\$ 100.00	\$ 800.00	0.0%	52.0%	\$	-
Toilet Pad Install	1	EACH	@	\$ 250.00	\$ 250.00	0.0%	52.0%	\$	-
Concrete Washout	1	EACH	@	\$ 500.00	\$ 500.00	0.0%	52.0%	\$	-
Trackout Pad	1	LS	@	\$ 3,000.00	\$ 3,000.00	0.0%	52.0%	\$	-
3D Modeling of Project	1	LS	@	\$ 1,000.00	\$ 1,000.00	0.0%	100.0%	\$	-
PHASE 3 - DIRT WORK									
Grubbing	1	LS	@	\$ 30,000.00	\$ 30,000.00	31.0%	85.0%	\$	9,300.00
Fill	30143	CY	@	\$ 5.50	\$ 165,786.50	36.0%	90.0%	\$	59,683.14
Cut	15265	CY	@	\$ 5.50	\$ 83,957.50	37.0%	91.0%	\$	31,064.28
PHASE 3 - SEWER									
8" Sewer Main	960	LF	@	\$ 30.00	\$ 28,800.00	30.0%	90.4%	\$	8,640.00
6" Sewer Lateral	3	EACH	@	\$ 2,500.00	\$ 7,500.00	50.0%	83.3%	\$	3,750.00
48" Dia Sewer Manhole	10	EACH	@	\$ 3,000.00	\$ 30,000.00	20.0%	90.0%	\$	6,000.00
4" Sewer Lateral	3	EACH	@	\$ 2,200.00	\$ 6,600.00	33.3%	66.7%	\$	2,200.00
8" HDPE Sewer Main	260	LF	@	\$ 50.00	\$ 13,000.00	75.0%	75.0%	\$	9,750.00
Bedding	2000	TON	@	\$ 18.00	\$ 36,000.00	32.0%	82.0%	\$	11,520.00
Air & Deflection Testing	11	EACH	@	\$ 325.00	\$ 3,575.00	51.0%	51.0%	\$	1,823.25
Video & Flush	1150	LF	@	\$ 3.25	\$ 3,737.50	51.0%	51.0%	\$	1,906.13
PHASE 3 - CULINARY WATER									
10" DIP Main	360	LF	@	\$ 39.52	\$ 14,227.20	0.0%	0.0%	\$	-
10" MJ Bend	4	EACH	@	\$ 460.00	\$ 1,840.00	0.0%	0.0%	\$	-
10"x6" MJxFLG Tees	1	EACH	@	\$ 827.00	\$ 827.00	0.0%	0.0%	\$	-
10"x8" MJ Reducer	1	EACH	@	\$ 645.00	\$ 645.00	0.0%	0.0%	\$	-
10" Sure Lock Gaskets	22	EACH	@	\$ 218.40	\$ 4,804.80	0.0%	0.0%	\$	-
8" DIP Main	2800	LF	@	\$ 32.60	\$ 91,280.00	0.0%	0.0%	\$	-
8" Sure Lock Gaskets	74	EACH	@	\$ 157.20	\$ 11,632.80	0.0%	0.0%	\$	-
8" MJ 45 Bend	42	EACH	@	\$ 300.00	\$ 12,600.00	0.0%	0.0%	\$	-
Fire Hydrant 7' Bury Depth	4	EACH	@	\$ 3,910.00	\$ 15,640.00	0.0%	0.0%	\$	-
8" Flg 45 Bend	1	EACH	@	\$ 340.00	\$ 340.00	0.0%	0.0%	\$	-
8" Flg 905 Bend	1	EACH	@	\$ 360.00	\$ 360.00	0.0%	0.0%	\$	-
1" Services	6	EACH	@	\$ 1,590.00	\$ 9,540.00	0.0%	0.0%	\$	-
8" Blow Off	1	EACH	@	\$ 750.00	\$ 750.00	0.0%	0.0%	\$	-
8"x6" MJxFlg Tee	3	EACH	@	\$ 607.65	\$ 1,822.95	0.0%	0.0%	\$	-
Locate Wire	3600	LF	@	\$ 0.50	\$ 1,800.00	0.0%	0.0%	\$	-
Valve Boxes	9	EACH	@	\$ 90.00	\$ 810.00	0.0%	0.0%	\$	-
8" MJ Gate Valve	2	EACH	@	\$ 1,275.00	\$ 2,550.00	0.0%	0.0%	\$	-
10" Mega Lugs	12	EACH	@	\$ 105.00	\$ 1,260.00	0.0%	0.0%	\$	-
8" Mega Lugs	100	EACH	@	\$ 68.75	\$ 6,875.00	0.0%	0.0%	\$	-
6" Mega Lugs	14	EACH	@	\$ 55.00	\$ 770.00	0.0%	0.0%	\$	-
6" Flg Packs	7	EACH	@	\$ 15.00	\$ 105.00	0.0%	0.0%	\$	-
8" Water Loop	3	EACH	@	\$ 17,305.47	\$ 51,916.41	0.0%	0.0%	\$	-
Thrust Blocks	54	EACH	@	\$ 185.00	\$ 9,990.00	0.0%	0.0%	\$	-
Bedding	3940	TON	@	\$ 18.00	\$ 70,920.00	0.0%	0.0%	\$	-
Testing & Flushing	1	LS	@	\$ 7,500.00	\$ 7,500.00	0.0%	0.0%	\$	-
6" DIP Main	90	LF	@	\$ 25.60	\$ 2,304.00	0.0%	0.0%	\$	-
6" FlgxMJ Gate Valve	5	EACH	@	\$ 900.00	\$ 4,500.00	0.0%	0.0%	\$	-
PHASE 3 - STORM DRAIN									
15" RCP Storm Drain	1160	LF	@	\$ 30.00	\$ 34,800.00	0.0%	0.0%	\$	-
48" SD Manhole	11	EACH	@	\$ 2,700.00	\$ 29,700.00	0.0%	0.0%	\$	-
2x3x5 Curb Inlet Boxes	2	EACH	@	\$ 2,700.00	\$ 5,400.00	0.0%	0.0%	\$	-
16" HDPE Storm Drain	640	LF	@	\$ 68.00	\$ 43,520.00	0.0%	0.0%	\$	-
2x3x4 Curb Inlet Boxes	7	EACH	@	\$ 2,500.00	\$ 17,500.00	0.0%	0.0%	\$	-
4x3x4 Area Drain Boxes	2	EACH	@	\$ 2,700.00	\$ 5,400.00	0.0%	0.0%	\$	-
Bedding	1400	TON	@	\$ 18.00	\$ 25,200.00	0.0%	0.0%	\$	-
Pipe Collars	43	EACH	@	\$ 80.00	\$ 3,440.00	0.0%	0.0%	\$	-
42" RCP Storm Drain	104	LF	@	\$ 110.00	\$ 11,440.00	0.0%	100.0%	\$	-
42" RCP Storm Drain	72	LF	@	\$ 110.00	\$ 7,920.00	0.0%	100.0%	\$	-
FES (Fiber end section) 42"	4	EACH	@	\$ 1,500.00	\$ 6,000.00	0.0%	100.0%	\$	-
Rip Rap	4	EACH	@	\$ 1,000.00	\$ 4,000.00	0.0%	100.0%	\$	-
PHASE 3 - CONCRETE									
24" Curb and Gutter	3984	LF	@	\$ 17.00	\$ 67,728.00	0.0%	0.0%	\$	-
Curb Tie-ins	9	EACH	@	\$ 450.00	\$ 4,050.00	0.0%	0.0%	\$	-
Curb Cut	70	LF	@	\$ 7.00	\$ 490.00	0.0%	0.0%	\$	-
Mobilization	2	EACH	@	\$ 750.00	\$ 1,500.00	0.0%	0.0%	\$	-
Manhole Collars	21	EACH	@	\$ 600.00	\$ 12,600.00	0.0%	0.0%	\$	-
Water Valve Collars	8	EACH	@	\$ 400.00	\$ 3,200.00	0.0%	0.0%	\$	-
PHASE 3 - ROADWAY IMPROVEMENTS									
3" Asphalt - Main Roadways	59500	SF	@	\$ 1.30	\$ 77,350.00	0.0%	0.0%	\$	-
8" Roadbase - Main Roadways	59500	SF	@	\$ 0.90	\$ 53,550.00	0.0%	0.0%	\$	-
12" Subbase - Main Roadways	74000	SF	@	\$ 0.90	\$ 66,600.00	0.0%	0.0%	\$	-
PHASE 3 - CONDUIT									
Conduit - Dry Utilities	1	L.S.	@	\$ 57,600.00	\$ 57,600.00	0.0%	0.0%	\$	-
BASE BID TOTAL					\$ 1,286,804.66	Previously Released:		\$	247,851.76
10% Warranty Amount					\$ 128,680.47				
TOTAL BOND AMOUNT					\$ 1,415,485.13	This Release:		\$	145,636.79



Total Released to Date  
TOTAL BOND REMAINING

\$ 393,488.55  
\$ 1,021,996.58

At the discretion of the city, up to 95% of the Base Bid Total may be released as partial payments and 100% of the Base Bid Total will be released at final inspection. The 10% Warranty Amount will be held for the one year warranty period.

Will Jones  
Developer

Date

Troy Stout  
Mayor

Date

  
Jed Muhlestein, P.E.  
City Engineer

2-23-18  
Date

City Council  
(by Charmayne Warnock - City Recorder)

Date

# Budget Report for January 2018

## Alpine City - General Fund FY 2017/2018 Budget

Revenues	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
<b>Taxes</b>				
Property taxes	\$ 1,120,000	\$ 1,199,017	107%	\$ 1,250,000
Redemption taxes	84,000	95,710	114%	105,000
Sales tax	1,050,000	578,205	55%	1,100,000
Motor vehicle taxes	106,000	53,233	50%	106,000
Franchise fees	630,000	215,432	34%	600,000
Penalties & interest on delinquent	1,500	1,145	76%	1,500
<b>Total Taxes</b>	<b>\$ 2,991,500</b>	<b>\$ 2,142,742</b>	<b>72%</b>	<b>\$ 3,162,500</b>
<b>License and Permits</b>				
Business licensed & fees	\$ 18,000	\$ 8,950	50%	\$ 18,000
Plan check fees	105,000	109,262	104%	150,000
Building permits	170,000	177,964	105%	275,000
Building permit assessment	1,700	1,796	106%	2,000
<b>Total License and Permits</b>	<b>\$ 294,700</b>	<b>\$ 297,972</b>	<b>101%</b>	<b>\$ 445,000</b>
<b>Intergovernmental Revenue</b>				
Municipal recreation grant	\$ 5,400	\$ 5,404	100%	\$ 5,404
<b>Total Intergovernmental</b>	<b>\$ 5,400</b>	<b>\$ 5,404</b>	<b>100%</b>	<b>\$ 5,404</b>
<b>Charges For Service</b>				
Zoning & subdivision fees	\$ 10,000	\$ 11,850	119%	\$ 15,000
Annexation applications	500	500	100%	500
Sale of maps and publications	50	18	36%	50
Public safety district rental	38,516	19,258	50%	38,516
Waste collections sales	495,000	287,387	58%	495,000
Youth council	1,300	318	24%	1,300
Sale of cemetery lots	6,000	4,925	82%	6,000
Burial fees	20,000	22,225	111%	25,000
<b>Total Charges for Service</b>	<b>\$ 571,366</b>	<b>\$ 346,481</b>	<b>61%</b>	<b>\$ 581,366</b>
<b>Fines and Forfeitures</b>				
Fines	\$ 42,000	\$ 19,455	46%	\$ 42,000
Other fines	2,000	13,442	672%	15,000
Traffic school	500	-	0%	500
<b>Total Fines and Forfeitures</b>	<b>\$ 44,500</b>	<b>\$ 32,897</b>	<b>74%</b>	<b>\$ 57,500</b>
<b>Rents &amp; Other Revenues</b>				
Recycling	\$ -	\$ 98	100%	\$ 100
Rents & concessions	34,000	20,237	60%	34,000
Sale of City land	-	-	0%	-
<b>Total Rents &amp; Other Revenues</b>	<b>\$ 34,000</b>	<b>\$ 20,335</b>	<b>60%</b>	<b>\$ 34,100</b>

**Alpine City - General Fund-Continued**  
**FY 2017/2018 Budget**

Revenues-continued	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
<b>Interest &amp; Misc Revenues</b>				
Interest earnings	\$ 20,000	\$ 134,564	673%	\$ 35,000
Alpine Days revenue	40,000	70,506	176%	70,506
Rodeo revenue	20,000	11,594	58%	20,000
Bicentennial books	500	220	44%	500
Sundry revenues	-	213,677	100%	250,000
<b>Total Miscellaneous Revenues</b>	<b>\$ 80,500</b>	<b>\$ 430,561</b>	<b>535%</b>	<b>\$ 376,006</b>
<b>Transfers &amp; Contributions</b>				
Fund balance appropriation	\$ 859,295	\$ -	0%	\$ 359,295
Contribution for paramedic	29,500	15,594	53%	29,500
<b>Total Contributions &amp; Transfers</b>	<b>\$ 888,795</b>	<b>\$ 15,594</b>	<b>2%</b>	<b>\$ 388,795</b>
<b>Total General Fund Revenues</b>	<b>\$ 4,910,761</b>	<b>\$ 3,291,986</b>	<b>67%</b>	<b>\$ 5,050,671</b>

**Alpine City - General Fund-Continued**  
**FY 2017/2018 Budget**

Expenditures	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
Administration	\$ 383,350	\$ 225,085	59%	\$ 383,350
Court	85,200	62,588	73%	90,000
Treasurer	34,550	13,331	39%	34,550
Elections	20,500	194	1%	20,500
Government Buildings	93,400	33,075	35%	93,400
Emergency Services	1,839,984	1,231,832	67%	1,950,000
Building Inspection	145,700	83,897	58%	145,700
Planning & Zoning	210,700	99,303	47%	210,700
Streets	534,927	179,783	34%	534,927
Parks & Recreation	408,950	288,454	71%	425,000
Cemetery	154,900	87,650	57%	154,900
Garbage	482,600	239,692	50%	482,600
Miscellaneous	516,000	11,300	2%	16,000
<b>Total General Fund Expenditures</b>	<b>\$ 4,910,761</b>	<b>\$ 2,556,184</b>	<b>52%</b>	<b>\$ 4,541,627</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ 735,802</b>		<b>\$ 509,044</b>
<b>Fund Balance Beginning of Year</b>				<b>\$ 947,253</b>
<b>Projected Surplus/(Deficit)</b>				<b>\$ 509,044</b>
<b>Appropriate fund balance\Reserves</b>				<b>\$ (359,295)</b>
<b>Ending Fund Balance</b>				<b>\$ 1,097,002</b>
<b>Fund Balance Percentage</b>				
<b>General Fund Balance per state law needs to between 5% and 25% (Current projected fund balance)</b>				<b>22.34%</b>

**CLASS C ROADS**  
**FY 2017/2018 Budget**

Revenues	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
Interest earnings	\$ -	\$ -	0%	\$ -
Class "B&C" Road allotment	385,000	210,345	55%	385,000
Appropriation of fund balance	195,000	-	0%	195,000
<b>Total Revenues</b>	<b>\$ 580,000</b>	<b>\$ 210,345</b>	<b>36%</b>	<b>\$ 580,000</b>

Expenditures	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
Miscellaneous	\$ -	-	0%	\$ -
Class "B&C" road projects	580,000	310,162	53%	580,000
Reserves	-	-	0%	-
<b>Total Capital Expenditures</b>	<b>\$ 580,000</b>	<b>\$ 310,162</b>	<b>53%</b>	<b>\$ 580,000</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ (99,817)</b>		<b>\$ -</b>

<b>Fund Balance Beginning of Year</b>	<b>\$ 865,283</b>
<b>Projected Surplus/(Deficit)</b>	<b>\$ -</b>
<b>Appropriate fund balance\Reserves</b>	<b>\$ (195,000)</b>
<b>Ending Fund Balance</b>	<b>\$ 670,283</b>

**Recreation Impact Fee Funds  
FY 2017/2018 Budget**

Revenues	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
Recreation facility fees	\$ 20,500	\$ 102,144	498%	\$ 125,000
Interest earnings	4,500	-	0%	4,500
Appropriation of fund balance	25,000	-	0%	25,000
<b>Total Revenues</b>	<b>\$ 50,000</b>	<b>\$ 102,144</b>	<b>204%</b>	<b>\$ 154,500</b>

Expenditures	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
Park system	\$ 50,000	-	0%	\$ 80,000
Miscellaneous	-	-	0%	50,000
<b>Total Capital Expenditures</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 130,000</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ 102,144</b>		<b>\$ 24,500</b>

**Fund Balance Beginning of Year** **\$ 8,014**

**Projected Surplus/(Deficit)** **\$ 24,500**

**Appropriate fund balance\Reserves** **\$ (25,000)**

**Ending Fund Balance** **\$ 7,514**

Impact Fee Funds Streets FY 2017/2018 Budget
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Revenues	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
Streets & transportation fees	\$ 22,000	\$ 72,707	330%	\$ 100,000
Interest earnings	-	-	0%	-
Appropriation of fund balance	182,000	-	0%	182,000
<b>Total Revenues</b>	<b>\$ 204,000</b>	<b>\$ 72,707</b>	<b>36%</b>	<b>\$ 282,000</b>

Expenditures	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
Streets & transport	\$ 204,000	-	0%	\$ 204,000
Reserves	-	-	0%	-
<b>Total Capital Expenditures</b>	<b>\$ 204,000</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 204,000</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ 72,707</b>		<b>\$ 78,000</b>

<b>Fund Balance Beginning of Year</b>	<b>\$ 270,342</b>
<b>Projected Surplus/(Deficit)</b>	<b>\$ 78,000</b>
<b>Appropriate fund balance\Reserves</b>	<b>\$ (182,000)</b>
<b>Ending Fund Balance</b>	<b>\$ 166,342</b>

**Alpine City - Capital Projects Fund**  
**FY 2017/2018 Budget**

Revenues	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
Interest revenue	\$ 7,000	\$ -	0%	\$ 7,000
Transfer from General Fund	500,000	-	0%	500,000
Contributions from builders	-	17,340	100%	17,340
Fund Balance appropriation	444,900	-	0%	444,900
<b>Total Revenues</b>	<b>\$ 951,900</b>	<b>\$ 17,340</b>	<b>2%</b>	<b>\$ 969,240</b>

Expenditures	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
Capital outlay other	\$ 506,500	11,540	2%	\$ 506,500
Capital outlay buildings	425,000	366	0%	425,000
Capital outlay equipment	20,400	5,149	25%	20,400
<b>Total Capital Expenditures</b>	<b>\$ 951,900</b>	<b>\$ 17,055</b>	<b>2%</b>	<b>\$ 951,900</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ 285</b>		<b>\$ 17,340</b>

**Fund Balance Beginning of Year**

**\$ 2,381,602**

**Projected Surplus/(Deficit)**

**\$ 17,340**

**Appropriate fund balance\Reserves**

**\$ (444,900)**

**Ending Fund Balance**

**\$ 1,954,042**



**Alpine City - Water Utility  
FY 2017/2018 Budget**

Revenues	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
<b>Operating Revenues</b>				
Metered water sales	\$ 560,000	\$ 397,743	71%	\$ 580,000
Other water revenue	5,000	3,854	77%	6,000
Water connection fee	5,000	3,490	70%	6,000
Penalties	5,500	3,250	59%	5,500
<b>Total Miscellaneous Revenues</b>	<b>\$ 575,500</b>	<b>\$ 408,337</b>	<b>71%</b>	<b>\$ 597,500</b>
<b>Miscellaneous</b>				
Interest earned	\$ 19,000	\$ -	0%	\$ 25,000
Appropriated fund balance	836,450	-	0%	836,450
<b>Total Utility Revenue</b>	<b>\$ 855,450</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 861,450</b>
<b>Total Utility Fund Revenues</b>	<b>\$ 1,430,950</b>	<b>\$ 408,337</b>	<b>29%</b>	<b>\$ 1,458,950</b>

Expenses	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
Water operating	\$ 387,300	\$ 224,792	58%	387,300
Depreciation	255,000	-	0%	255,000
Capital outlay- Buildings	50,000	-	0%	50,000
Capital outlay- Improvements	730,000	53,731	7%	730,000
Capital outlay- Equipment	8,650	8,274	96%	8,650
<b>Total Utility Fund Expenses</b>	<b>\$ 1,430,950</b>	<b>\$ 286,797</b>	<b>20%</b>	<b>\$ 1,430,950</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ 121,540</b>		<b>\$ 28,000.00</b>

<b>Cash Balance Beginning of Year</b>	<b>\$ 2,660,284</b>
<b>Surplus/(Deficit)</b>	<b>\$ 28,000</b>
<b>Appropriate fund balance\Reserves</b>	<b>\$ (836,450)</b>
<b>Ending Cash Balance</b>	<b>\$ 1,851,834</b>

**Impact Fee Funds Water Impact Fees  
FY 2017/2018 Budget**

Revenues	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
Water Impact Fees	\$ 27,000	\$ 42,674	158%	\$ 65,000
Interest earnings		-	0%	2,500
Appropriation of fund balance	41,000	-	0%	41,000
<b>Total Revenues</b>	<b>\$ 68,000</b>	<b>\$ 42,674</b>	<b>63%</b>	<b>\$ 108,500</b>

Expenditures	Budget FY 2018	Actual To Date FY 2018	Target Percent Target	Year End Projected Amount
Impact fee projects	\$ 68,000	5,082	7%	\$ 68,000
To reserves	-	-	0%	-
<b>Total Capital Expenditures</b>	<b>\$ 68,000</b>	<b>\$ 5,082</b>	<b>7%</b>	<b>\$ 68,000</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ 37,592</b>		<b>\$ 40,500</b>

**Fund Balance Beginning of Year** **\$ 220,206**

**Projected Surplus/(Deficit)** **\$ 40,500**

**Appropriate fund balance\Reserves** **\$ -**

**Ending Fund Balance** **\$ 260,706**

**Alpine City - Sewer Utility  
FY 2017/2018 Budget**

Revenues	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
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**Operating Revenues**

Sewer system sales	\$ 1,000,000	\$ 502,522	50%	\$ 1,000,000
Other revenue	10,000	3,853	39%	10,000
Sewer connection fee	3,000	2,900	97%	3,000
<b>Total Miscellaneous Revenues</b>	<b>\$ 1,013,000</b>	<b>\$ 509,275</b>	<b>50%</b>	<b>\$ 1,013,000</b>

**Miscellaneous**

Interest earned	\$ 10,000	\$ -	0%	\$ 10,000
Appropriated fund balance	55,350	-	0%	55,350
<b>Total Utility Revenue</b>	<b>\$ 65,350</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 65,350</b>

<b>Total Utility Fund Revenues</b>	<b>\$ 1,078,350</b>	<b>\$ 509,275</b>	<b>47%</b>	<b>\$ 1,078,350</b>
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Expenses	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
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Sewer operating	\$ 874,700	\$ 457,787	52%	874,700
Depreciation	130,000	-	0%	130,000
Capital outlay- Improvements	65,000	27,900	43%	65,000
Capital outlay- Equipment	8,650	8,274	96%	8,650
<b>Total Utility Fund Expenses</b>	<b>\$ 1,078,350</b>	<b>\$ 493,961</b>	<b>46%</b>	<b>\$ 1,078,350</b>

<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ 15,314</b>		<b>\$ -</b>
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<b>Cash Balance Beginning of Year</b>				<b>\$ 1,875,507</b>
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<b>Surplus/(Deficit)</b>				<b>\$ -</b>
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<b>Appropriate fund balance\Reserves</b>				<b>\$ (55,350)</b>
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<b>Ending Cash Balance</b>				<b>\$ 1,820,157</b>
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**Alpine City - Sewer Impact fee funds  
FY 2017/2018 Budget**

<b>Revenues</b>	<b>Budget FY 2018</b>	<b>Actual To Date FY 2018</b>	<b>58.3% Percent Target</b>	<b>Year End Projected Amount</b>
Sewer Impact Fees	\$ 12,000	\$ 11,700	<b>98%</b>	\$ 20,000
Interest earnings	-	-	<b>0%</b>	-
Appropriation of fund balance	-	-	<b>0%</b>	-
<b>Total Revenues</b>	<b>\$ 12,000</b>	<b>\$ 11,700</b>	<b>98%</b>	<b>\$ 20,000</b>

<b>Expenditures</b>	<b>Budget FY 2018</b>	<b>Actual To Date FY 2018</b>	<b>58.3% Percent Target</b>	<b>Year End Projected Amount</b>
Sewer Impact fee projects	\$ 4,000	-	<b>0%</b>	\$ 4,000
To reserves	8,000	-	<b>0%</b>	8,000
<b>Total Capital Expenditures</b>	<b>\$ 12,000</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 12,000</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ 11,700</b>		<b>\$ 8,000</b>

**Fund Balance Beginning of Year** **\$ 35,104**

**Projected Surplus/(Deficit)** **\$ 8,000**

**Appropriate fund balance\Reserves** **\$ 8,000**

**Ending Fund Balance** **\$ 51,104**

**Alpine City - PI Fund  
FY 2017/2018 Budget**

<b>Revenues</b>	<b>Budget FY 2018</b>	<b>Actual To Date FY 2018</b>	<b>58.3% Percent Target</b>	<b>Year End Projected Amount</b>
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**Operating Revenues**

Irrigation water sales	\$ 870,000	\$ 455,535	52%	\$ 870,000
Other revenue	1,000	550.00	55%	1,000
PI connection fee	1,500	1,800	120%	2,500
PI impact fee	-	-	0%	-
<b>Total Miscellaneous Revenues</b>	<b>\$ 872,500</b>	<b>\$ 457,885</b>	<b>52%</b>	<b>\$ 873,500</b>

**Miscellaneous**

Interest earned	\$ 12,000	\$ 585	5%	\$ 12,000
Appropriated fund balance	915,227	-	0%	915,227
<b>Total Utility Revenue</b>	<b>\$ 927,227</b>	<b>\$ 585</b>	<b>0%</b>	<b>\$ 927,227</b>

<b>Total Utility Fund Revenues</b>	<b>\$ 1,799,727</b>	<b>\$ 458,470</b>	<b>25%</b>	<b>\$ 1,800,727</b>
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<b>Expenses</b>	<b>Budget FY 2018</b>	<b>Actual To Date FY 2018</b>	<b>58.3% Percent Target</b>	<b>Year End Projected Amount</b>
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PI operating	\$ 513,700	\$ 317,946	62%	513,700
Depreciation	223,704	-	0%	223,704
Capital outlay	585,000	23,752	4%	585,000
Capital outlay- Equipment	8,650	8,274	96%	8,650
Bond costs	4,500	2,000	44%	4,500
Debt Service	464,173	412,249	89%	464,173
<b>Total Utility Fund Expenses</b>	<b>\$ 1,799,727</b>	<b>\$ 764,221</b>	<b>42%</b>	<b>\$ 1,799,727</b>

<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ (305,751)</b>		<b>\$ 1,000</b>
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<b>Cash Balance Beginning of Year</b>	<b>\$ 2,558,275</b>
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<b>Surplus/(Deficit)</b>	<b>\$ 1,000</b>
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<b>Appropriate fund balance\Reserves</b>	<b>\$ (915,227)</b>
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<b>Ending Cash Balance</b>	<b>\$ 1,644,048</b>
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**Alpine City - Pressure Irrigation Impact fee funds**  
**FY 2017/2018 Budget**

Revenues	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
PI Impact Fees	\$ 25,000	\$ 50,208	201%	\$ 60,000
Interest earnings	-	-	0%	-
Interest earnings	-	-	0%	-
Appropriation of fund balance	-	-	0%	-
<b>Total Revenues</b>	<b>\$ 25,000</b>	<b>\$ 50,208</b>	<b>201%</b>	<b>\$ 60,000</b>

Expenditures	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
PI Impact fee projects	\$ -	-	0%	\$ -
To reserves	25,000	-	0%	25,000
<b>Total Capital Expenditures</b>	<b>\$ 25,000</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 25,000</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ 50,208</b>		<b>\$ 35,000</b>

**Fund Balance Beginning of Year**

**\$ -**

**Projected Surplus/(Deficit)**

**\$ 35,000**

**Appropriate fund balance\Reserves**

**\$ 25,000**

**Ending Fund Balance**

**\$ 60,000**

**Alpine City - Storm Drain Fund**  
**FY 2017/2018 Budget**

Revenues	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
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**Operating Revenues**

Storm drain revenue	\$ 162,000	\$ 85,920	53%	\$ 162,000
Other revenue	1,000	-	0%	1,000
SWPP fee	6,000	6,600	110%	9,000
Storm drain impact fee	-	-	0%	-
<b>Total Miscellaneous Revenues</b>	<b>\$ 169,000</b>	<b>\$ 92,520</b>	<b>55%</b>	<b>\$ 172,000</b>

**Miscellaneous**

Interest earned	\$ 3,000	\$ -	0%	\$ 3,000
Appropriated fund balance	108,600	-	0%	108,600
<b>Total Utility Revenue</b>	<b>\$ 111,600</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 111,600</b>

<b>Total Utility Fund Revenues</b>	<b>\$ 280,600</b>	<b>\$ 92,520</b>	<b>33%</b>	<b>\$ 283,600</b>
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Expenses	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
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SD operating	\$ 97,100	\$ 62,047	64%	110,000
Depreciation	83,500	-	0%	83,500
Capital outlay	100,000	32,886	33%	100,000
<b>Total Utility Fund Expenses</b>	<b>\$ 280,600</b>	<b>\$ 94,933</b>	<b>34%</b>	<b>\$ 293,500</b>

<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ (2,413)</b>		<b>\$ (9,900)</b>
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<b>Cash Balance Beginning of Year</b>				<b>\$ 561,213</b>
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<b>Surplus/(Deficit)</b>				<b>\$ (9,900)</b>
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<b>Appropriate fund balance\Reserves</b>				<b>\$ (108,600)</b>
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<b>Ending Cash Balance</b>				<b>\$ 442,713</b>
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**Alpine City - Storm Drain Impact fee funds  
FY 2017/2018 Budget**

Revenues	Budget FY 2018	Actual To Date FY 2018	Target Percent Target	Year End Projected Amount
SD Impact Fees	\$ 8,000	\$ 37,446	468%	\$ 65,000
Interest earnings	-	-	0%	2,500
Appropriation of fund balance	132,000	-	0%	132,000
<b>Total Revenues</b>	<b>\$ 140,000</b>	<b>\$ 37,446</b>	<b>27%</b>	<b>\$ 199,500</b>

Expenditures	Budget FY 2018	Actual To Date FY 2018	Target Percent Target	Year End Projected Amount
SD Impact fee projects	\$ 140,000	3,383	2%	\$ 140,000
To reserves	-	-	0%	-
<b>Total Capital Expenditures</b>	<b>\$ 140,000</b>	<b>\$ 3,383</b>	<b>2%</b>	<b>\$ 140,000</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ 34,063</b>		<b>\$ 59,500</b>

<b>Fund Balance Beginning of Year</b>	<b>\$ 205,386</b>
<b>Projected Surplus/(Deficit)</b>	<b>\$ 59,500</b>
<b>Appropriate fund balance\Reserves</b>	<b>\$ (132,000)</b>
<b>Ending Fund Balance</b>	<b>\$ 132,886</b>



**Alpine City - Trust & Agency Fund  
FY 2017/2018 Budget**

Revenues	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
Interest revenue	\$ 1,000	\$ -	0%	\$ 800
<b>Total Revenues</b>	<b>\$ 1,000</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 800</b>

Expenditures	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
Interest expense	\$ 1,000	-	0%	\$ 800
<b>Total Expenditures</b>	<b>\$ 1,000</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 800</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>

<b>Fund Balance Beginning of Year</b>	<b>\$ 39,828</b>
<b>Projected Surplus/(Deficit)</b>	<b>\$ -</b>
<b>Appropriate fund balance\Reserves</b>	<b>\$ -</b>
<b>Ending Fund Balance</b>	<b>\$ 39,828</b>

**Alpine City - Cemetery Perpetual Fund**  
**FY 2017/2018 Budget**

Revenues	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
Cemetery lot payments	\$ 13,000	\$ 5,910	45%	\$ 13,000
Upright Monument	2,500	900	36%	2,500
Interest revenues	2,500	-	0%	2,500
<b>Total Revenues</b>	<b>\$ 18,000</b>	<b>\$ 6,810</b>	<b>38%</b>	<b>\$ 18,000</b>

Expenditures	Budget FY 2018	Actual To Date FY 2018	58.3% Percent Target	Year End Projected Amount
Cemetery expenses	\$ 18,000	25,610	142%	\$ 30,000
<b>Total Expenses</b>	<b>\$ 18,000</b>	<b>\$ 25,610</b>	<b>142%</b>	<b>\$ 30,000</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ (18,800)</b>		<b>\$ (12,000)</b>

<b>Fund Balance Beginning of Year</b>	<b>\$ 614,917</b>
<b>Projected Surplus/(Deficit)</b>	<b>\$ (12,000)</b>
<b>Appropriate fund balance\Reserves</b>	<b>\$ -</b>
<b>Ending Fund Balance</b>	<b>\$ 602,917</b>



### **Proposed Schedule for Adoption of the FY2019 Budget**

City Council, March 13, 2018 – Preliminary budget discussion

March 19-23, 2018 - Meet Individually with Mayor and City Council for Budget Q&A

City Council, April 10, 2018 – Review the Tentative, Tentative Budget

City Council, May 8, 2018 – Accept the Tentative Budget

City Council, June 12, 2018 – Public Hearing and Adopt the FY2019 Budget

Submit Adopted Budget to State Auditor's Office within 30 days of adoption

## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT:** Public Hearing – Pressurized Irrigation Meters

**FOR CONSIDERATION ON:** February 27, 2018

**PETITIONER:** City Staff

**ACTION REQUESTED BY PETITIONER:** Receive public input on the installation of PI meters

**APPLICABLE STATUTE OR ORDINANCE:** N/A

### **BACKGROUND INFORMATION:**

In 2014, Horrocks Engineers and City Staff presented information related to updating the City's Pressurized Irrigation (PI) Master Plan. Different scenarios were presented for supplying for the future irrigation needs of the City, including system improvements and cost estimates. The City Council voted for the option that included water conservation as part of the plan. There was discussion that installing meters on the PI system would help with the conservation required for this option.

At the January 10, 2017, City Council meeting, the City Council approved Resolution 2017-02 authorizing City Staff to apply for the WaterSmart grant from the Bureau of Reclamation to install individual meters on the pressurized irrigation system. The City applied for and was recently granted the maximum allowable grant of \$1M.

A public hearing was held at the City Council meeting on October 10, 2017, to receive input on the installation of pressurized irrigation meters. The hearing was well attended and residents spoke on both sides of the issue.

In early February 2018, the City received the grant agreement from the Bureau of Reclamation (BOR) detailing the provisions of the grant. The schedule has the grant funding spanning two budget years with the project being complete by December 2019. This project will actually be done over three of the City's fiscal years, including FY2018, FY2019 and FY2020. For the first year, the BOR will provide \$494,114 of federal funds. The grant requires a 50/50 match so the City is responsible to match this amount. Overall, the project will cost approximately \$2.065M. We anticipate the majority of the funding to come from the Pressurized Irrigation Fund and possibly the Capital Improvement Fund. The current adopted budget includes \$500,000 from the Pressurized Irrigation Fund for meters. Funding for the next budget period will be considered in the upcoming months as FY2019 budget discussions take place.

The City Council requested that a second public hearing be held prior to a vote on the grant agreement and project. Included in this packet is some information related to PI metering. City Staff will show a brief presentation prior to the public hearing being opened for comment.

<p><b>Recommended Action:</b> Receive public comment on the installation of individual meters on the pressurized irrigation system.</p>
---

RESOLUTION NO. R 2017-02

**A RESOLUTION OF THE GOVERNING BODY OF ALPINE CITY AUTHORIZING THE CITY TO SUBMIT A GRANT APPLICATION FOR POTENTIAL FUNDING OF CERTAIN IMPROVEMENTS TO THE CITY'S SECONDARY IRRIGATION SYSTEM THROUGH THE U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION'S WATERSMART PROGRAM**

**WHEREAS**, the City operates a secondary irrigation system that is not a metered system; and

**WHEREAS**, the City Engineer has recommended to the City Council that metering the system would help in encouraging water conservation by identifying excessive users and rewarding those that conserve water with lower water rates; and

**WHEREAS**, the Bureau of Reclamation has a program called WaterSmart that has water and energy efficiency grants available to qualifying entities to assist them in projects such as placing meters on unmetered water systems.

**NOW THEREFORE BE RESOLVED** by the Governing Body of Alpine City as follows:

1. The City Staff is hereby authorized and instructed to submit a qualifying grant application to the Bureau of Reclamation for funding for metering the secondary water system in the City in the form as attached in Exhibit A hereto.
2. That the City is hereby committed to the legal and financial obligations associated with receipt of any financial assistance to be awarded pursuant to the grant application.
3. That Shane Sorenson, City Administrator/engineer, is hereby identified as the official with the City with legal authority to enter into an agreement resulting from a successful application for this grant, and is specifically authorized to do so.
4. That the City does hereby commit to providing the amount of funding and/or in-kind contributions specified in the funding plan included in the funding plan portion of the grant application.
5. That Alpine City is hereby committed to work with the Bureau of Reclamation to meet established deadlines for entering into a grant or cooperative agreement.
6. This resolution shall take effect immediately upon passing.

Passed and dated this 12 day of January, 2017.

Attest:

Recorder

Mayor



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## After blistering report, audit shows Utah water use data now 90% accurate

December 12, 2017



SALT LAKE CITY — Two years after a [blistering legislative audit](#) scared state water managers over their lack of knowledge about how much water Utahns are using and where, a follow-up analysis released Tuesday notes progress in data collection.

The audit found two divisions within the Utah Department of Natural Resources — water rights and water resources — have since conducted a significant overhaul on water data collection that emphasizes better collaboration and a process less likely marred by errors.

"Data accuracy issues seem to be on the decline because of efforts by state water agencies, the Legislature and local water systems to improve data collection," the audit by the Office by the Legislator Auditor General said. "However, some water systems continue to have difficulty reporting accurate water-use data."

The audit was presented to legislative members of the audit subcommittee Tuesday.

In 2015, a legislative audit highlighted severe problems with accurate water-use data in Utah, which is problematic given there are two state-sanctioned water development projects on the table — the [Lake Powell pipeline](#) and the Bear River. Both are being pursued on the premise that Utah's current water supply and delivery system will be inadequate to meet future water demand.

In the audit's aftermath, Gov. Gary Herbert said no large-scale water development projects would be pursued until an independent analysis of 2015 water use was completed. Herbert also directed additional funding toward state water agencies for site visits to public water systems to enhance data-collection efforts.

Utah water officials now believe the accuracy on water use has jumped from 50 percent to 90 percent after a number of internal agency improvements.

The latest audit, however, said there is much more work to be done.

Specifically, the audit says state agencies need to do a better job at "validating" estimates of secondary water use through trend analysis. While noting the Legislature passed a resolution encouraging water systems to move to universal metering of secondary water, the audit said lawmakers should go a step further and require it on new construction, when costs are relatively low.

Questions about Utah's water use are critical given the state's breakneck economic growth and with a population expected to nearly double by 2050. Utah surpassed the 3 million milestone in 2016, and its population growth rate from 2015 to 2016 was the fastest in the nation.

The state is also the second stingiest in the country for precipitation and is still suffering the effects of a prolonged drought, even though it did see some relief with a generous winter last year.

Herbert has said water is the state's Achilles' heel when it comes to growth, but some public water systems continue to use antiquated or inaccurate accounting methods on consumption or have not moved to more-effective conservation strategies.

The audit noted a need for:

- Systemwide adoption of tiered pricing.
- Reduction of property tax subsidies in financing of water systems.
- Adoption of basinwide conservation goals.
- Auditing unaccounted water use in water systems, such as leaks.

The Office of the Legislative Auditor General also released a follow-up audit on the state Division of Drinking Water. The prior report indicated that the division's sizing requirements for both indoor and outdoor use "capacity" were flawed and not based on actual demands of most local water systems.

While state officials concede the current system is problematic, they are finding it difficult to develop a new standard given the lack of reliable data.

In many instances, water systems don't monitor "peak day demand," which is the barometer used in sizing requirements that determine the amount of water a public system has to have on hand.

The problems have led to water systems that have excess capacity and inflated sizing requirements.

The new audit notes that the division wants to work with local water systems to more appropriately define capacity and sizing requirements. Such a move would require new rules and legislation, it noted.

**SECONDARY WATER METERING REQUIREMENTS**

2018 GENERAL SESSION

STATE OF UTAH

**Chief Sponsor: Jacob L. Anderegg**

House Sponsor: \_\_\_\_\_

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**LONG TITLE****General Description:**

This bill addresses the metering of pressurized secondary water.

**Highlighted Provisions:**

This bill:

- defines terms;
- requires a secondary water provider that begins providing new secondary water service on or after May 9, 2018, to meter the use of water;
- phases in requirements for a secondary water provider to meter the use of water for residential, commercial, industrial, institutional, or agricultural users; and
- requires a secondary water provider to provide water use data to the state engineer and the Division of Water Rights.

**Money Appropriated in this Bill:**

None

**Other Special Clauses:**

None

**Utah Code Sections Affected:**

ENACTS:

**73-10-34**, Utah Code Annotated 1953

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*Be it enacted by the Legislature of the state of Utah:*





Section 1. Section **73-10-34** is enacted to read:

**73-10-34. Secondary water metering.**

(1) As used in this section:

(a) "Secondary water" means water that is:

(i) not culinary water; and

(ii) delivered to and used by an end consumer.

(b) "Secondary water supplier" means an entity that supplies pressurized secondary water to at least 500 connections.

(2) A secondary water provider that begins providing new service on or after May 9, 2018, shall meter the use of water by an end consumer.

(3) A secondary water supplier that primarily supplies pressurized secondary water to:

(a) commercial, industrial, or institutional users shall meter the use of water by July 1, 2023;

(b) residential users shall meter the use of water by July 1, 2026; and

(c) agricultural users shall meter the use of water by July 1, 2028.

(4) A secondary water provider shall collect the data from required water meters and provide that data to the state engineer and the Division of Water Resources.

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**Legislative Review Note**

**Office of Legislative Research and General Counsel**

**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
ASSISTANCE AGREEMENT**

1A. AGREEMENT NUMBER <b>R17AP00155</b>	1B. MOD NUMBER n/a	2. TYPE OF AGREEMENT <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT	3. CLASS OF RECIPIENT City or Township Government
4. ISSUING OFFICE  Bureau of Reclamation Financial Assistance Support Section P.O. Box 25007, MS 84-27814 Denver, CO 80225		5. RECIPIENT  Alpine City 20 North Main Street Alpine, Utah 84004	
		EIN #:	87-0292698
		DUNS #:	160000154
		County:	Utah
		Congress. Dist:	UT-003
6. GRANTS MANAGEMENT SPECIALIST  Janeen Koza Bureau of Reclamation Financial Assistance Support Section P.O. Box 25007, MS 84-27814 Denver, CO 80225 303-445-3446 jkoza@usbr.gov		7. RECIPIENT PROJECT MANAGER  Shane Sorensen, City Administrator Alpine City 20 North Main Street Alpine, Utah 84004 801-763-9862 ssorensen@alpinecity.org	
8. GRANTS OFFICER TECHNICAL REPRESENTATIVE  Scott Blake, Outdoor Recreation Planner Bureau of Reclamation, Water, Environmental, and Lands 302 East 1860 South Provo, UT 84606 801-379-1069 <a href="mailto:sblake@usbr.gov">sblake@usbr.gov</a>		9A. INITIAL AGREEMENT EFFECTIVE DATE:  See block 17.a below	9B. MODIFICATION EFFECTIVE DATE:  n/a
		10. COMPLETION DATE  December 31, 2019	
11A. PROGRAM STATUTORY AUTHORITY Section 9504(a) of the Secure Water Act, Subtitle F of Title IX of the Omnibus Public Land Management Act of 2009, Public Law 111-11 (42 United States Code 10364)			11B. CFDA Number  15.507
12. FUNDING INFORMATION	<u>RECIPIENT/OTHER</u>	<u>RECLAMATION</u>	13. REQUISITION NUMBER  0020141689
Total Estimated Amount of Agreement	\$1,065,237.00	\$1,000,000.00	14A. ACCOUNTING AND APPROPRIATION DATA  Fund: 17XR0680A1 WBS: RY30180006COAUT00
This Obligation	\$1,065,237.00	\$494,114.00	
Previous Obligation	\$0.00	\$0.00	
Total Obligation	\$1,065,237.00	\$494,114.00	14B. TREASURY ACCOUNT FUNDING SYMBOL  14X0680
Cost-Share %	52%	48%	
15. PROJECT TITLE  <b>Secondary Irrigation Municipal Metering Project</b>			
16a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient  BY: _____  DATE: _____		17a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation  BY: _____  DATE: _____	
16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER   <input type="checkbox"/> Additional signatures are attached		17b. NAME OF GRANTS OFFICER  Irene M. Hoiby 303-445-2025	

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**Grant Agreement  
Between  
Bureau of Reclamation  
And  
Alpine City  
For  
Secondary Irrigation Municipal Metering Project**

## **I. OVERVIEW AND SCHEDULE**

### **1. AUTHORITY**

This Grant Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation, hereinafter referred to as “Reclamation,” and **Alpine City**, hereinafter referred to as the “Recipient” or “Grantee,” pursuant to the **Section 9504(a) of the SECURE WATER ACT**, Subtitle F of Title IX of the **OMNIBUS PUBLIC LAND MANAGEMENT ACT OF 2009**, Public Law 111-11 (42 United States Code 10364) (the “Act”). The following section, provided in full text, authorizes Reclamation to award this financial assistance agreement:

***SEC. 9504. WATER MANAGEMENT IMPROVEMENT.***

***(a) AUTHORIZATION OF GRANTS AND COOPERATIVE AGREEMENTS.—***

***(1) AUTHORITY OF SECRETARY.—The Secretary may provide any grant to, or enter into an agreement with, any eligible applicant to assist the eligible applicant in planning, designing, or constructing any improvement—***

***(A) to conserve water;***

***(B) to increase water use efficiency;***

***(C) to facilitate water markets;***

***(D) to enhance water management, including increasing the use of renewable energy in the management and delivery of water;***

***(E) to accelerate the adoption and use of advanced water treatment technologies to increase water supply;***

***(F) to prevent the decline of species that the United States Fish and Wildlife Service and National Marine Fisheries Service have proposed for listing under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) (or candidate species that are being***

*considered by those agencies for such listing but are not yet the subject of a proposed rule);*

*(G) to accelerate the recovery of threatened species, endangered species, and designated critical habitats that are adversely affected by Federal reclamation projects or are subject to a recovery plan or conservation plan under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) under which the Commissioner of Reclamation has implementation responsibilities; or*

*(H) to carry out any other activity—*

*(i) to address any climate-related impact to the water supply of the United States that increases ecological resiliency to the impacts of climate change; or*

*(ii) to prevent any water-related crisis or conflict at any watershed that has a nexus to a Federal reclamation project located in a service area.*

## **2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION**

The project achieves the following public purpose set forth in the Act:

*(A) to conserve water; (B) to increase water use efficiency.* This project will increase water conservation and efficiency through the installation of approximately 2,420 AMI meters. It is estimated that this project will conserve 1,040 acre-feet of water loss annually.

## **3. BACKGROUND AND OBJECTIVES**

WaterSMART: Water and Energy Efficiency Grants allow States, Indian tribes, irrigation districts, water districts, and other organizations with water or power delivery authority to leverage their money and resources by cost sharing with the Bureau of Reclamation (Reclamation) on projects that seek to conserve and use water more efficiently, increase the use of renewable energy and improve energy efficiency, benefit endangered and threatened species, facilitate water markets, or carry out other activities to address climate-related impacts on water or prevent any water-related crisis or conflict.

The City of Alpine, located south of Salt Lake City, Utah, will install 2,420 meters on currently unmetered connections throughout the City's pressurized irrigation system. In addition to meters, the City will install Advanced Metering Infrastructure to allow for real-time flow monitoring, automatic meter reading, and usage-based billing. Once completed, the project is expected to result in annual water savings of 1,040 acre-feet, reducing the City's reliance on pumping water from the North Utah County Aquifer.

#### 4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

This Agreement becomes effective on the date shown in Block 17a of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The Agreement shall remain in effect until the date shown in Block 10 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The period of performance for this Agreement may only be modified through written modification of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by the Grants Officer. The total estimated amount of federal funding for this agreement is **\$1,000,000.00** of which the initial amount of federal funds available is limited to **\$494,114.00** as indicated by “this obligation” within Block 12 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written modifications to this agreement by a Reclamation Grants Officer.

#### 5. SCOPE OF WORK AND MILESTONES

Under this Agreement, Recipient will install approximately 2,420 meters ranging in size from 1” to 2” including the box and fittings on currently unmetered connections throughout the City’s pressurized irrigation system. In addition to meters, the City will install an Advanced Metering Infrastructure (AMI) to allow for real-time flow monitoring, automatic meter reading, and usage-based billing.

After review of the methodology used to estimate water conservation savings, consideration of the supporting documentation provided by Recipient, and adjustments made during the evaluation of the Project, it was determined that these improvements are expected to result in annual water savings of 1,040 acre-feet.

The milestones for completing the scope of work are:

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
Environmental Compliance and Notice to Proceed	January 2018	March 2018
Project Design	February 2018	March 2018
AMI Meter Installation approximately 25% complete	April 2018	July 2018
AMI Meter Installation approximately 50% complete	August 2018	November 2018
AMI Meter Installation approximately 75% complete	March 2019	July 2019
Installation of remaining AMI Meters 100% complete	August 2019	December 2019

## **6. RESPONSIBILITY OF THE PARTIES**

### **6.1 Recipient Responsibilities**

**6.1.1** The Recipient shall carry out the Scope of Work (SOW) in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the SOW contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

**6.1.2** The Recipient will prepare and submit to Reclamation interim performance reports at the frequency identified in Section I.9.4 of this Agreement. At a minimum, the interim performance report must include the information identified in Section I.9.3 of this agreement. The interim report will include, but is not limited to the following information:

- A comparison of actual accomplishments to the milestones established by the financial assistance agreement for the period
- The reasons why established milestones were not met, if applicable
- The status of milestones from the previous reporting period that were not met, if applicable
- Whether the project is on schedule and within the original cost estimate
- Any additional pertinent information or issues related to the status of the project

Recipient will prepare and submit to Reclamation a final project performance report (Final Report) as required by Section 9 of this Agreement. The Final Report will include (but is not limited to) the information identified in paragraph 9.3 and will discuss the following:

- Whether the Project objectives and goals were met
- The amount of water conserved, if applicable, including information and/or calculations supporting that amount
- The amount of energy the renewable energy system is generating annually, if applicable
- How the Project demonstrated collaboration, if applicable

### **6.2 Reclamation Responsibilities**

Reclamation will monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment requests, and any other deliverables identified as part of the SOW. Additional monitoring activities may include site visits, conference calls, and other on-site and



off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the SOW and objectives of this Agreement.

## 7. BUDGET

**7.1 Budget Estimate.** The following is the estimated budget for this Agreement. As Federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this agreement is the responsibility of the Grants Officer. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the Grants Officer for review prior to incurrence of the costs in question.

BUDGET ITEM DESCRIPTION	TOTAL COST
<b>Contractual/Construction</b>	
Engineering Services	\$183,851.00
AMI Meters, box & fittings, and Installation	\$1,875,500.00
<b>Other</b>	
Reclamation environmental and cultural compliance costs	\$5,886.00
<b>TOTAL DIRECT COSTS</b>	<b>\$2,065,237.00</b>
<b>Indirect Costs</b>	
None	\$0.00
<b>TOTAL ESTIMATED PROJECT COSTS</b>	<b>\$2,065,237</b>

FUNDING SOURCES	Percent of Total Project Cost	Total Cost By Source
Recipient Funding	52%	\$1,065,237
Reclamation Funding	48%	\$1,000,000
<b>TOTALS</b>	<b>100%</b>	<b>\$2,065,237</b>

## 7.2 Cost Sharing Requirement

At least 50 % non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to federal cost share percentage identified in this Agreement.

The Federal share of allowable costs shall not be expended in advance of the Recipient's non-Federal share. It is expected that expenditure of Federal and non-Federal funds shall occur concurrently based upon the cost share percentages reflected in Block 12 of Form 7-2279 United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement.

If a bona fide need arises which requires the expenditure of Federal funds in advance of the Recipient share, then the Recipient must request written approval from the Grants Officer prior to the expenditure. Recipient's may expend their agreed upon share of costs in advance of the expenditure of Federal funds without prior written approval.

### **7.3 Pre-Award Incurrence of Costs**

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

### **7.4 Allowable Costs (2 CFR Subpart E §200.400 through §200.475)**

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following regulations, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

#### **2 CFR Subpart E, "Cost Principles"**

Expenditures for the performance of this Agreement must conform to the requirements within this CFR. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to 90 days following the project performance period are those strictly associated with closeout activities for preparation of the final reports.

### **7.5 Revision of Budget and Program Plans (2 CFR §200.308)**

In accordance with 2 CFR §200.308(g) the recipient must request prior written approval for any of the following changes:

- a) A change in the approved scope of work or associated tasks, even if there is no associated budget revisions.
- b) Revisions which require additional Federal funds to complete the project.
- c) Revisions which involve specific costs for which prior written approval requirements may be imposed consistent with OMB cost principles listed in 2 CFR 200 Subpart E "Cost Principles".

## **7.6 Modifications**

Any changes to this Agreement shall be made by means of a written modification. Reclamation may make changes to the Agreement by means of a unilateral modification to address administrative matters, such as changes in address, no-cost time extensions, changes to Reclamation Key Personnel, or the addition of previously agreed upon funding. Additionally, a unilateral modification may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 2 CFR §200.338.

All other changes shall be made by means of a bilateral modification to the Agreement. No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.

All requests for modification of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO. Any request for project extension shall be made at least 45 days prior to the expiration date of the Agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

## **8. KEY PERSONNEL**

### **8.1 Recipient's Key Personnel**

The Recipient's Project Manager for this Agreement shall be:

Shane Sorensen, City Administrator  
Alpine City  
20 North Main Street  
Alpine, Utah 84004  
801-763-9862  
[ssorensen@alpinecity.org](mailto:ssorensen@alpinecity.org)

### **8.2 Reclamation's Key Personnel**

#### **8.2.1 Grants Officer:**

Irene M. Hoiby  
Bureau of Reclamation  
Financial Assistance Support Section  
P.O. Box 25007, MS 84-27814  
Denver Colorado 80225  
303-445-2025  
[ihoiby@usbr.gov](mailto:ihoiby@usbr.gov)

- (a) The Grants Officer is the only official with legal delegated authority to represent Reclamation. The Grants Officer's responsibilities include, but are not limited to, the following:
- (1) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;
  - (2) Approve through formal modification changes in the scope of work and/or budget;
  - (3) Approve through formal modification any increase or decrease in the period of performance of the Agreement;
  - (4) Approve through formal modification changes in any of the expressed terms, conditions, or specifications of the Agreement;
  - (5) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement;
  - (6) Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

#### **8.2.2 Grants Officer Technical Representative (GOTR):**

Scott Blake, Outdoor Recreation Planner  
Bureau of Reclamation, Water, Environmental, and Lands Office  
302 East 1860 South  
Provo, UT 84606  
801-379-1069  
[sblake@usbr.gov](mailto:sblake@usbr.gov)

- (a) The GOTR's authority is limited to technical and programmatic aspects of the Agreement. The GOTR's responsibilities include, but are not limited to, the following:
- (1) Assist the Recipient, as necessary, in interpreting and carrying out the scope of work in the Agreement;
  - (2) Review, and where required, approve Recipient reports and submittals as required by the Agreement;
  - (3) Where applicable, monitor the Recipient to ensure compliance with the technical requirements of the Agreement;

- (4) Where applicable, ensure that Reclamation complies with the technical requirements of the Agreement;
- (b) The GOTR does not have the authority to and may not issue any technical assistance which:
  - (1) Constitutes an assignment of additional work outside the scope of work of the Agreement;
  - (2) In any manner causes an increase or decrease in the total estimated cost or the time required for performance; or
  - (3) Changes any of the expressed terms, conditions, or specifications of the Agreement.

**8.2.3 Grants Management Specialist.** The Grants Management Specialist is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement. Requests for approval regarding the terms and conditions of the agreement, including but not limited to modifications and prior approval, may only be granted, in writing, by a Reclamation Grants Officer. Please note that for some agreements, the Grants Officer and the Grants Management Specialist may be the same individual.

Janeen Koza  
Bureau of Reclamation  
Financial Assistance Support Section 84-27814  
P.O. Box 25007  
Denver Colorado 80225  
303-445-3446  
[jkoza@usbr.gov](mailto:jkoza@usbr.gov)

## **9. REPORTING REQUIREMENTS AND DISTRIBUTION**

**9.1 Noncompliance.** Failure to comply with the reporting requirements contained in this Agreement may be considered a material noncompliance with the terms and conditions of the award. Noncompliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 2 CFR §200.338.

**9.2 Financial Reports.** Financial Status Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

### **9.3 Monitoring and reporting program performance (2 CFR §200.328)**

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

(ii) The reasons why established goals were not met, if appropriate.

(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

(d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Reclamation requires Performance reporting for all financial assistance awards, both Construction and non-Construction. Performance reports for Construction agreements shall meet the same minimum requirements outlined in 2 CFR §200.328(b)(2) above.

**9.4 Report Frequency and Distribution.** The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

Required Reports	Interim Reports	Final Report
<b>Performance Report</b>		
Format	No specific format required. See content requirements within Section 9.3 (2 CFR §200.328) above.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 9.3 (2 CFR §200.328) above.
Reporting Frequency	Semi-Annual	Final Report due after completion of Agreement's period of performance
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date*	Within 30 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement
First Report Due Date	The first performance report is due for reporting period ending June 30, 2018	N/A
Submit to:	<a href="mailto:sha-dro-faoperations@usbr.gov">sha-dro-faoperations@usbr.gov</a>	<a href="mailto:sha-dro-faoperations@usbr.gov">sha-dro-faoperations@usbr.gov</a>

Required Reports	Interim Reports	Final Report
<b>Federal Financial Report</b>		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	Semi-Annual	Final Report due after completion of Agreement's period of performance
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date*	Within 30 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement
First Report Due Date	The first Federal financial report is due for reporting period ending June 30, 2018	N/A
Submit to:	<a href="mailto:sha-dro-faoperations@usbr.gov">sha-dro-faoperations@usbr.gov</a>	<a href="mailto:sha-dro-faoperations@usbr.gov">sha-dro-faoperations@usbr.gov</a>

\* If the completion date is prior to the end of the next reporting period, then no interim report is due for that period. Instead, the Recipient is required only to submit the final financial and performance reports, which will cover the entire period of performance including the last abbreviated reporting period.

## 10. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office.

Certain environmental and other associated compliance are Federal responsibilities, and will occur as appropriate. Reclamation will identify the need for and will complete any appropriate environmental compliance requirements, as identified above, pertinent to Reclamation pursuant to activities specific to this assisted activity. Environmental and other associated compliance shall be completed prior to the start of this project. As such, notwithstanding any other provision of this Agreement, Reclamation shall not provide any funds to the Recipient for Agreement purposes, and the Recipient shall not begin implementation of the assisted activity described in this Agreement, until Reclamation provides written notice to the Recipient that all applicable environmental and regulatory compliance analyses and clearances have been completed and that the Recipient may begin implementation of the assisted activity. If the Recipient begins project activities that require environmental and other regulatory compliance approval, such as construction activities, prior to receipt of written notice from Reclamation that all such clearances have been obtained, then Reclamation reserves the right to unilaterally terminate this agreement for cause.



## **11. AGRICULTURAL OPERATIONS [Public Law 111-11, Section 9504(a)(3)(B)]**

The Recipient shall not use any associated water savings to increase the total irrigated acreage of the Recipient or otherwise increase the consumptive use of water in the operation of the Recipient, as determined pursuant to the law of the State in which the operation of Recipient is located.

## **12. TITLE TO IMPROVEMENTS [Public Law 111-11, Section 9504(a)(3)(D)]**

If the activities funded under this Agreement result in an infrastructure improvement to a federally owned facility, the Federal Government shall continue to hold title to the facility and improvements to the facility.

## **13. OPERATION AND MAINTENANCE COSTS [Public Law 111-11, Section 9504(a)(3)(E)(iv.)]**

The non-Federal share of the cost of operating and maintaining any infrastructure improvement funded through this Agreement shall be 100 percent.

## **14. LIABILITY [Public Law 111-11, Section 9504(a)(3)(F)]**

- (a) IN GENERAL.**—Except as provided under chapter 171 of title 28, United States Code (commonly known as the “Federal Tort Claims Act”), the United States shall not be liable for monetary damages of any kind for any injury arising out of an act, omission, or occurrence that arises in relation to any facility created or improved under this Agreement, the title of which is not held by the United States.
- (b) TORT CLAIMS ACT.**—Nothing in this section increases the liability of the United States beyond that provided in chapter 171 of title 28, United States Code (commonly known as the “Federal Tort Claims Act”).

## **II. RECLAMATION STANDARD TERMS AND CONDITIONS**

### **1. REGULATIONS**

The regulations at 2 CFR Subtitle A, Chapter II, Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, are hereby incorporated by reference as though set forth in full text. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

### **2. PAYMENT**

#### **2.1 Payment. (2 CFR §200.305 )**

(a) For states, payments are governed by Treasury-State CMIA agreements and default procedures codified at 31 CFR Part 205 “Rules and Procedures for Efficient Federal-State Funds Transfers” and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies.

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also §200.302 Financial management paragraph (b)(6). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved standard government-wide information collection requests to request payment.

(1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.

(2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.

(i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.

(ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

(3) Reimbursement is the preferred method when the requirements in paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per §200.207 Specific conditions, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.

(4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.

(5) Use of resources before requesting cash advance payments. To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

(6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §§200.207 Specific conditions, Subpart D—Post Federal Award Requirements of this part, 200.338 Remedies for Noncompliance, or one or more of the following applies:

(i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

(ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

(iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with §200.342 Effects of suspension and termination.

(iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.

(i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for the receipt, obligation and expenditure of funds.

(ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.

(i) The non-Federal entity receives less than \$120,000 in Federal awards per year.

(ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.

(iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.

(iv) A foreign government or banking system prohibits or precludes interest bearing accounts.

(9) Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF or another federal agency payment system. The remittance must be submitted as follows:

(i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns\*:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

(\* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

(iii) For International ACH Returns:

Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)

Bank: Citibank N.A. (New York)

Swift Code: CITIUS33

Account Number: 36838868

Bank Address: 388 Greenwich Street, New York, NY 10013 USA

Payment Details (Line 70): Agency

Name (abbreviated when possible) and ALC Agency POC: Michelle Haney,  
(301) 492-5065

(iv) For recipients that do not have electronic remittance capability, please make check\*\* payable to: “The Department of Health and Human Services.”

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

(\*\* Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

(v) Any additional information/instructions may be found on the PMS Web site at <http://www.dpm.psc.gov/>.

## **2.2 Payment Method**

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement payments. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. ASAP is the only allowable method for request and receipt of payment. Recipient procedures must minimize the time elapsing between the drawdown of Federal funds and the disbursement for agreement purposes.

Recipients must complete enrollment in ASAP for all active financial assistance agreements with Reclamation. ASAP enrollment is specific to each Agency and Bureau; meaning, if a Recipient organization has an existing ASAP account with another Federal agency or Department of the Interior bureau, but not with Reclamation, then the Recipient must initiate and complete enrollment in ASAP under Reclamation's Agency Location Code (1425) through submission of an enrollment form found at [www.usbr.gov/mso/aamd/asap.html](http://www.usbr.gov/mso/aamd/asap.html). For information regarding ASAP enrollment, please visit [www.usbr.gov/mso/aamd/asap.html](http://www.usbr.gov/mso/aamd/asap.html), or contact the Reclamation ASAP Help Desk [BOR\\_ASAP\\_Enroll@usbr.gov](mailto:BOR_ASAP_Enroll@usbr.gov). Further information regarding ASAP may be obtained from the ASAP website at <http://www.fms.treas.gov/asap>.

In accordance with 2 CFR 25.200(b)(2) the Recipient shall "Maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency". If the Recipient allows their SAM registration to lapse, the Recipient's accounts within ASAP will be automatically suspended by Reclamation until such time as the Recipient renews their SAM registration.

## **3. PROCUREMENT STANDARDS (2 CFR§200.317 through §200.326)**

### **§200.317 Procurements by states.**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

### **§200.318 General procurement standards.**

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public

policy, record of past performance, and financial and technical resources. See also §200.212 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

### **§200.319 Competition.**

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;



- (2) Requiring unnecessary experience and excessive bonding;
  - (3) Noncompetitive pricing practices between firms or between affiliated companies;
  - (4) Noncompetitive contracts to consultants that are on retainer contracts;
  - (5) Organizational conflicts of interest;
  - (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
  - (7) Any arbitrary action in the procurement process.
- (b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
  - (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

### **§200.320 Methods of procurement to be followed.**

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

**§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**§200.322 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds

\$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

**§200.323 Contract cost and price.**

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

**§200.324 Federal awarding agency or pass-through entity review.**

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
  - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
  - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
  - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
  - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
- (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
  - (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

#### **§200.325 Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

#### **§200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

#### **4. EQUIPMENT (2 CFR §200.313)**

See also §200.439 Equipment and other capital expenditures.

(a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

(2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) Use.

(1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.



(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

(2) Except as provided in §200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

## **5. SUPPLIES (2 CFR §200.314)**

See also §200.453 Materials and supplies costs, including costs of computing devices.

(a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of

compensation must be computed in the same manner as for equipment. See §200.313 Equipment, paragraph (e)(2) for the calculation methodology.

(b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

## **6. INSPECTION**

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

## **7. AUDIT REQUIREMENTS (2 CFR Subpart F §200.501)**

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

## **8. REMEDIES FOR NONCOMPLIANCE (2 CFR §200.338)**

### **§200.338 Remedies for noncompliance.**

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Federal award.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be legally available.

## **9. TERMINATION (2 CFR §200.339)**

(a) The Federal award may be terminated in whole or in part as follows:

(1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

(2) By the Federal awarding agency or pass-through entity for cause;

(3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

(4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

(b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

## **10. DEBARMENT AND SUSPENSION (2 CFR §1400)**

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with

the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

#### **11. DRUG-FREE WORKPLACE (2 CFR §182 and §1401)**

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

#### **12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE**

The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this Agreement shall apply with full force and effect to this Agreement. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

#### **13. COVENANT AGAINST CONTINGENT FEES**

The Recipient warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the Recipient for the purpose of securing Agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR §175.15)**

Trafficking in persons.

(a) *Provisions applicable to a recipient that is a private entity.*

(1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(i) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

(A) Associated with performance under this award; or

(B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 *CFR part 1400*.

(b) *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

(i) Associated with performance under this award; or

(ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 *CFR part 1400*.

(c) *Provisions applicable to any recipient.*

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

(2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(ii) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

(d) *Definitions.* For purposes of this award term:

(1) “Employee” means either:

(i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) “Private entity”:

(i) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**15. NEW RESTRICTIONS ON LOBBYING (43 CFR §18)**

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

(c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC § 4601 *et seq.*)**

(a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. § 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because



Reclamation funds only support acquisition of property or interests in property from willing sellers, it is not anticipated that Reclamation funds will result in any “displaced persons,” as defined under the URA.

- (b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. § 4651.

(c) Exemptions to the URA and 49 CFR Part 24

- (1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as “voluntary transactions.” Such “voluntary transactions” are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR § 24.101(b)(1)(i)-(iv).
  - (2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:
    - (i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;
    - (ii) inform the owner in writing of what it believes to be the market value of the property
- (d) Review of Land Acquisition Appraisals. Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR § 24.104. Such reviews may be conducted by the Department of the Interior’s Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

## **17. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS (2 CFR 25, APPENDIX A)**

*The Central Contractor Registration (CCR) has been migrated to the System for Award Management (SAM). Recipients must continue to comply with the CCR requirements below by maintaining current registration within [www.SAM.gov](http://www.SAM.gov).*

### **A. Requirement for Central Contractor Registration (CCR)**

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

*B. Requirement for Data Universal Numbering System (DUNS) Numbers*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

*C. Definitions*

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a state, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. II.210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

**18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING**

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

**19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)**

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—  
(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during

the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards,
- and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions*. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus*.
- ii. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## **20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)**

- (a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).
- (b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.
- (c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR § 52.203-17 (as referenced in 48 CFR § 3.908-9).

## **21. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (APPENDIX XII to 2 CFR Part 200)**

### **A. Reporting of Matters Related to Recipient Integrity and Performance**

#### **1. General Reporting Requirement**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is

a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

## 2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
    - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

## 3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided

the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

#### 4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

#### 5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.



## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT:** Alpine View Estates PRD

**FOR CONSIDERATION ON:** 27 February 2018

**PETITIONER:** Griff Johnson

**ACTION REQUESTED BY PETITIONER:** Review concept of a PRD – Alpine View Estates

### **BACKGROUND INFORMATION:**

Developer Griff Johnson submitted plans for a Planned Residential Development on 19.30 acres located west of 400 West Street and south of Lupine Drive with access off Blue Spruce Road and 400 West Street. The proposed PRD would include 19 lots and dedicate approximately 5.18 acres as open space. The development is in the CR-40,000 zone with lot sizes ranging from 0.46 acres to 0.88 acres.

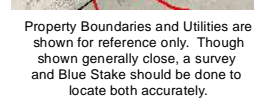
The Planning Commission held a public hearing on the concept plan at their meeting of February 6, 2018. They made the following motion which failed.

**MOTION:** John Gubler moved to recommend to the City Council to deny the PRD and to deny the Concept Plan. Sylvia Christiansen seconded. 2 Ayes and 2 Nays. Motion failed. John Gubler and Sylvia Christiansen voted Aye. Bryce Higbee and David Fotheringham voted Nay. Bryce Higbee clarified that he voted “nay” because he was not comfortable with the number of lots proposed, although he did like the PRD.

### **STAFF RECOMMENDATION:**

Consider the developer’s request for a PRD.









**Date:** February 5, 2018

**By:** Austin Roy  
City Planner

**Subject:** **Alpine View Estates Proposes PRD  
19 Lots on 19.30 Acres, CR-40,000 Zone**

### **Background**

The developer, Public Development Partners, has submitted a concept plan for the Alpine View Estates Planned Residential Development, which would consist of 19 lots on 19.30 acres, with lots ranging in size from 0.46 acres to 0.88 acres. The proposed subdivision is located west of 400 West Street and south of Lupine Drive (Chatfield property) with access off Blue Spruce Road and 400 West Street. The proposed PRD would dedicate approximately 5.18 acres as open space. The development is in the CR-40,000 (1 acre) zone.

### **Purpose and Intent**

The Planning Commission and City Council must determine if the proposed concept meets purpose and intent of a Planned Residential Development set forth in section 3.9.1 of the Development Code. To qualify for approval a project must demonstrate that it will:

- A. adequately recognize and incorporate natural conditions present on the site;
- B. efficiently utilize the land resources and provide increased economy to the public in the delivery of municipal services and utilities;
- C. provide increased variety in the style and quality of residential dwellings available within the City;
- D. preserve open space to meet the recreational, scenic, and public service needs; and
- E. do all the above in a manner which is consistent with the objectives of the underlying zone and under conditions which will result in the creation of residential environments of sustained desirability.

As currently proposed, it is not clear how the concept plan meets requirement D. It is not immediately apparent how the open space shown would benefit the City in terms of recreational, scenic or public service needs. Open space dedicated to the City should have some immediate benefit to the City, and it is not clear how the open space in this plan fulfills that requirement. The proposed open space does not seem suited for park or recreational purposes, is not protecting an important hillside with regards to hazards, and does not benefit the City's public utilities and

services.

### **Location**

The proposed PRD is located within the CR-40, 000 zone, and as such would be required to dedicate a minimum 25% of total project area as open space. The concept shows 26.88% being dedicated as open space.

### **Density**

The Alpine View Estates concept plan meets all density requirements set forth in code based on the slope percentages for the project (see 3.9.5).

### **Water Source**

Water rights shall be conveyed to the City in accordance with the provisions of Section 4.7.23 of the Alpine City Development Code as applicable.

## **RECOMMENDATION**

**The Planning and Zoning Department recommends approval of the proposed site plan provided the following items are addressed:**

- **Proposed open space can be shown to serve a benefit to the City in terms of recreation, environmental preservation or public service needs.**
- **Water source and/or water right requirements are met.**







January 25, 2018

Dear Property Owner,

You have been identified as owning property within 500 feet of the boundaries of the proposed Alpine View Estates Planned Residential Development located west of 400 West Street and south of Lupine Drive. This letter is to inform you that the property owner (Public Development Partners) has submitted plans for a Planned Residential Development to be reviewed. The proposed development includes 19 lots on 19.30 acres, with lot sizes ranging from 0.46 acres to 0.88 acres. The site is located in the CR-40,000 zone.

A copy of the proposed plan is enclosed and is also available at City Hall. The development is governed by Alpine City Zoning and Subdivision Ordinances and applicable state and federal laws and regulations.

The Planning Commission will hold a public hearing for the proposal on Tuesday, February 6, 2018. The public meeting will be at 7:00 pm and is held at Alpine City Hall, 20 North Main Street in Alpine, Utah. The proposal will be presented to the Planning Commission that evening as an agenda item.

The public is invited to attend all Planning Commission meetings.

Sincerely,

Austin Roy  
City Planner  
(801) 756-6347 x 6  
aroy@alpinecity.org

**Mayor Troy Stout   City Council**

Lon Lott  
Carla Merrill

Kimberly Bryant  
Ramon Beck

20 North Main Street  
Alpine, UT 84004  
(801) 756-6347

## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT:** Ordinance No. 2018-01, Amendment to the BC Zone regarding automotive repair

**FOR CONSIDERATION ON:** 27 February 2018

**PETITIONER:** James Lawrence

**ACTION REQUESTED BY PETITIONER:** Change the language in the Zoning Ordinance to allow 5 automobile bays, and approve the plans for a 5<sup>th</sup> bay.

### **BACKGROUND INFORMATION:**

The petitioner would like to make an amendment to the zoning ordinance (3.7.3.12.2) to increase the number of allowed automobile bays from 4 to 5. Due to an increase in business from customers the petitioner is seeking to add one more garage door to the existing building. The addition would not change the footprint of the building or increase the square footage thereof. However, before an additional automobile bay can be considered, the zoning ordinance will have to be amended.

The Planning Commission held a Public Hearing on the proposed amendment and made the following motion to recommend approval.

**MOTION:** Bryce Higbee moved to recommend approval of the amendment to the Zoning Ordinance for the James Lawrence automotive shop from four bays to five bays. Sylvia Christiansen seconded. The motion passed with 4 Ayes and 0 Nays. Bryce Higbee, David Fotheringham, John Gubler, Sylvia Christiansen voted aye.

### **STAFF RECOMMENDATION:**

Consider approving Ordinance No. 2018-01 amending the Alpine City Development Code, Section 3.7.3 – Conditional Uses in the BC Zone, and the plan for an additional automobile bay.





## AMENDMENT TO THE ZONING ORDINANCE – PROPOSED LANGUAGE J & L AUTOMOTIVE REPAIR

### 3.7.3 CONDITIONAL USES

#### 12. Mechanical Automotive Repair Shops

1. Odors and noise shall be controlled as to not have an adverse impact on any nearby structures.
2. ~~There shall be no more than 4 automobile bays.~~ There shall be no more than 5 automobile bays.
3. No automobiles shall be stored on the property for more than 14 days.
4. Mechanical automotive repair shops shall comply with the regulations of the applicable entities including but not limited to the State of Utah, Timpanogos Service District, Lone Peak Fire Marshall, and Environmental Protection Agency.
5. Mechanical automotive repair shops must abut directly upon and have access to Main Street (south of southern property line of the property located at 30 South Main Street) or Canyon Crest Road within the Business Commercial zone.
6. Mechanical auto repair shops shall comply with the off-street parking requirements excepting there shall be no more than 3 parking spaces provided per bay.
7. Mechanical automotive repair shops shall conform to the provisions of the Gateway/Historic Zone (Article 3.11).

#### **3.7.3.12.2 (Existing Language)**

There shall be no more than 4 automobile bays.

#### **3.7.3.12.2 (Proposed Language)**

There shall be no more than 5 automobile bays.



**3.24.3 SPECIFIC REQUIREMENT FOR EACH LAND USE.** Required off-street parking shall be provided for each use as listed below. Requirements shall be calculated on total square footage of building space. In calculating the required parking for any given use, if the number of required parking ends in a fraction, the number shall be rounded up to the next whole number. Parking for uses not specifically listed below shall be provided in the same ratio as the use most nearly approximating the characteristics of the unlisted use, as determined by the Planning Commission.

Parking shall be provided as follows, with spaces based upon one or a combination of the uses listed:

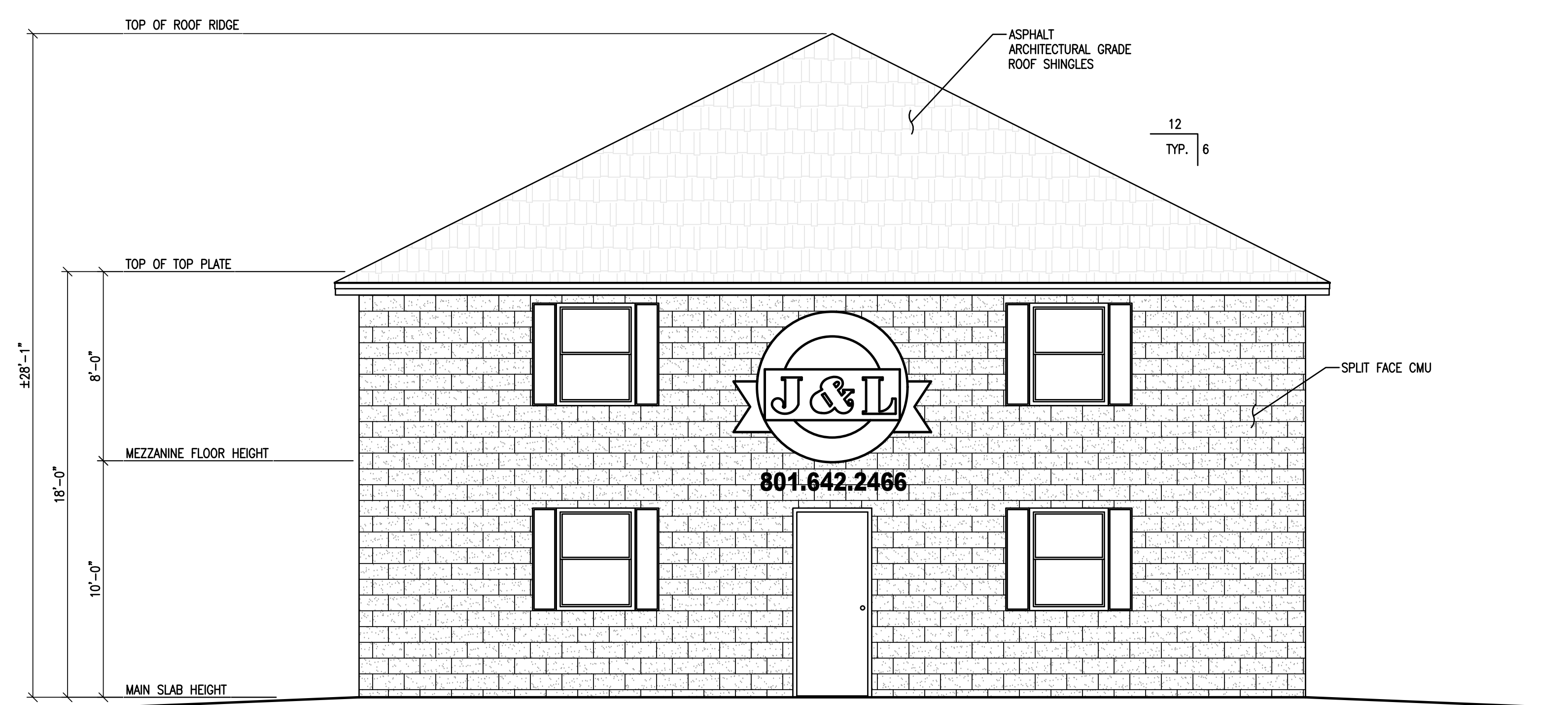
USE	OFF-STREET PARKING REQUIREMENT
Residential Uses Single-unit Dwelling Multiple-unit Dwelling Single Dwelling with Accessory Apartment	Two (2) parking spaces Two (2) parking spaces per unit Three (3) parking spaces
Intensive retail commercial shops selling directly to the public	Four and one-half (4.5) spaces for each 1,000 sq. ft.
Less intensive commercial businesses such as furniture, appliance, and lumber sales	Three and one-half (3.5) spaces for each 1,000 sq. ft.
Offices and personal services	Four (4) spaces for every 1,000 sq. ft.
Restaurants, dining rooms	One (1) space for every four (4) seats.
Auditoriums, theaters, assembly halls, amphitheaters, art centers	One (1) space for every (3) seats.
Commercial recreation	Two (2) spaces for every 1,000 sq. ft.
Industrial and wholesale establishments	One (1) space for every two (2) employees on the largest shift.
Mortuary	One (1) space for every three hundred (300) sq. ft.
Hospitals and civic buildings	Determined by specific review.
Shopping centers, or complexes of rentable commercial space	At least four (4) spaces per 1,000 sq. ft.
Churches, house of worship, reception center	Thirteen and one-half (13.5) spaces for every 1,000 sq. ft. for buildings 20,000 sq. ft. or less. Eleven (11) spaces for every 1,000 sq. ft. for buildings 20,001 sq. ft. or more.
Schools	Parking for schools serving grades below Kindergarten shall provide parking at a rate of 2 stalls per employee.  Parking for schools serving grades K-9 shall provide parking at a rate of 0.20 stalls per person (total of students and staff)  Parking for schools serving grades 10 and above shall provide parking at a rate of 0.50 stalls per person (total of students and staff)



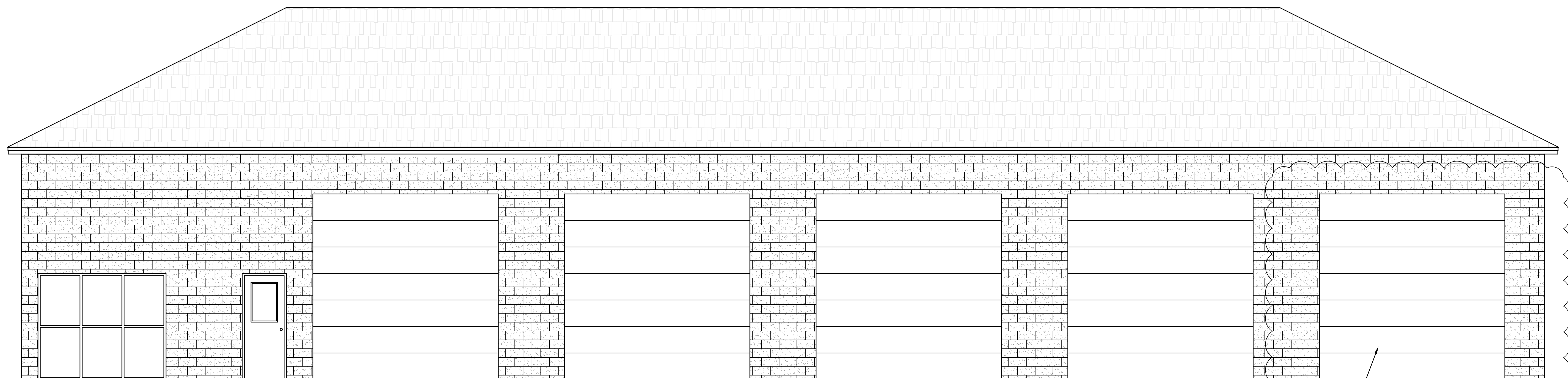
Mechanical Automotive Repair Shops	No more than three (3) parking spaces provided per bay <del>(no more than 4 bays)</del> (no more than 5 bays).
------------------------------------	---

**3.24.3 (Existing Language)**  
(no more than 4 bays).

**3.24.3 (Proposed Language)**  
(no more than 5 bays).



EAST ELEVATION (NO CHANGE)  
1/4" = 1'-0"



PROPOSED SOUTH ELEVATION CHANGE  
1/4" = 1'-0"

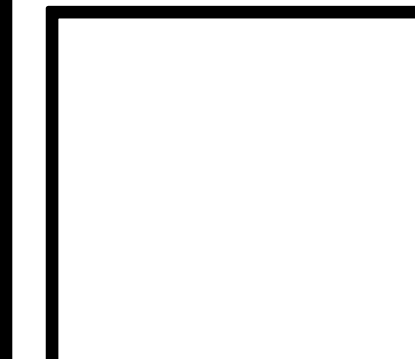
DATE	DESIGNED BY: RTA	DRAWN BY: MGP	CHECKED BY: RTA
REV. #	DATE	BY	DESCRIPTION
1/2	12-14-17	RTA/MGP	AS SHOWN



**VECTOR**  
ENGINEERS  
SANDY, UTAH  
(801) 990-1775  
LAYTON, UTAH (801) 927-2054

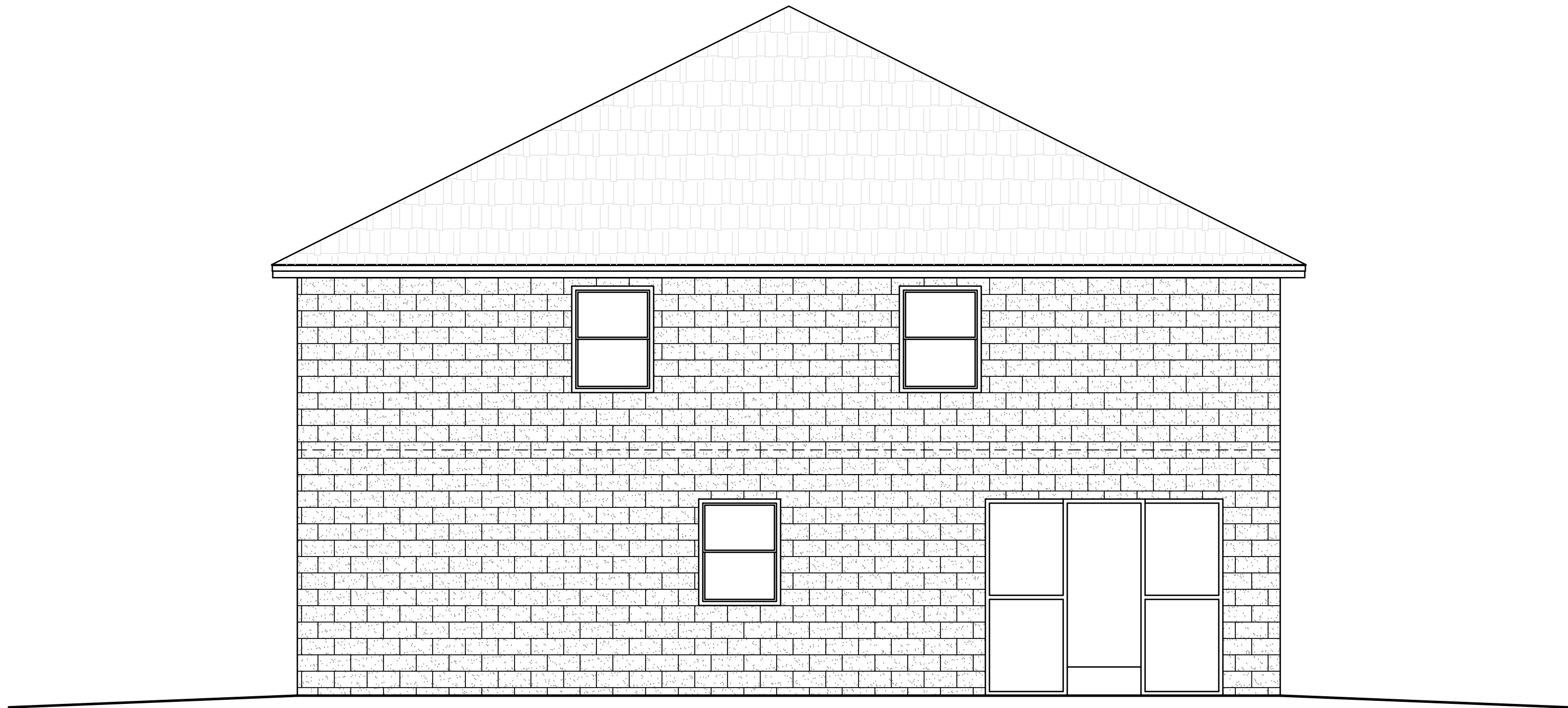
ST. GEORGE, UTAH  
(801) 990-1776 FAX (435) 628-5122

**JAMES LAWRENCE**  
**LAWRENCE SHOP**  
**ELEVATIONS**



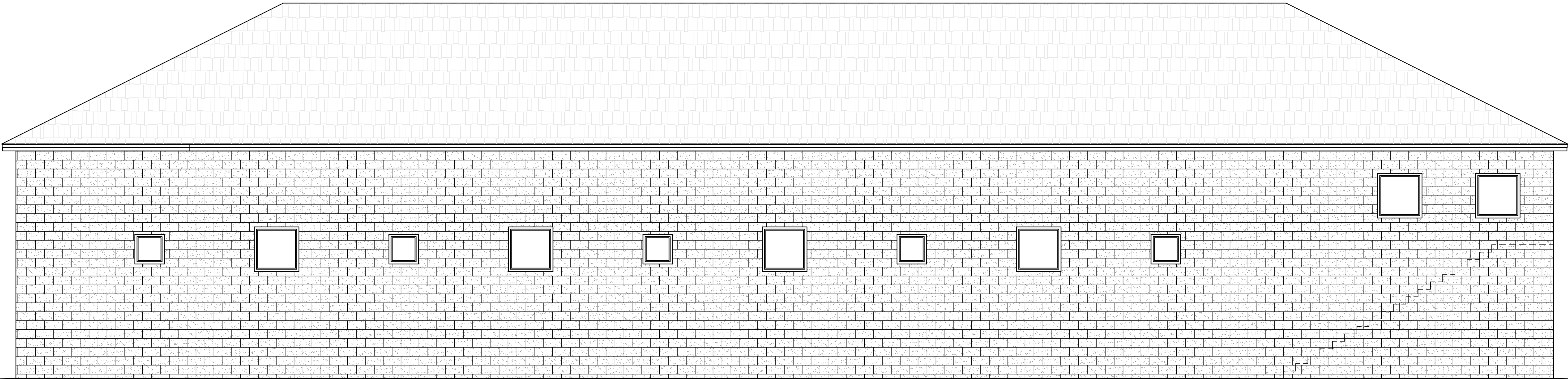
U0858-004-141

A1



WEST ELEVATION (NO CHANGE)

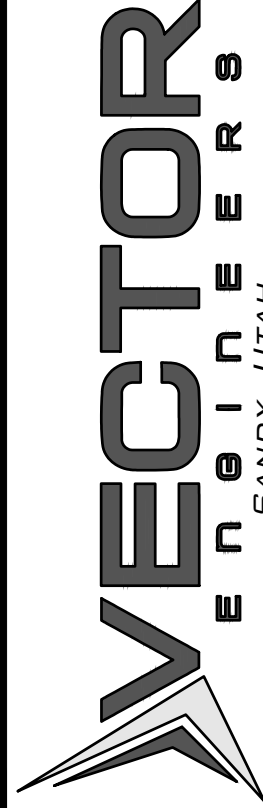
1/4" = 1'-0"



NORTH ELEVATION (NO CHANGE)

1/4" = 1'-0"

DATE:	6-20-14	DESIGNED BY:	RTA	DRAWN BY:	MGP	CHECKED BY:	RTA
REV. #		DATE		BY		DESCRIPTION	



**VECTOR**  
ENGINEERS  
SANDY, UTAH  
(801) 990-1775  
LAYTON, UTAH  
(801) 927-2054

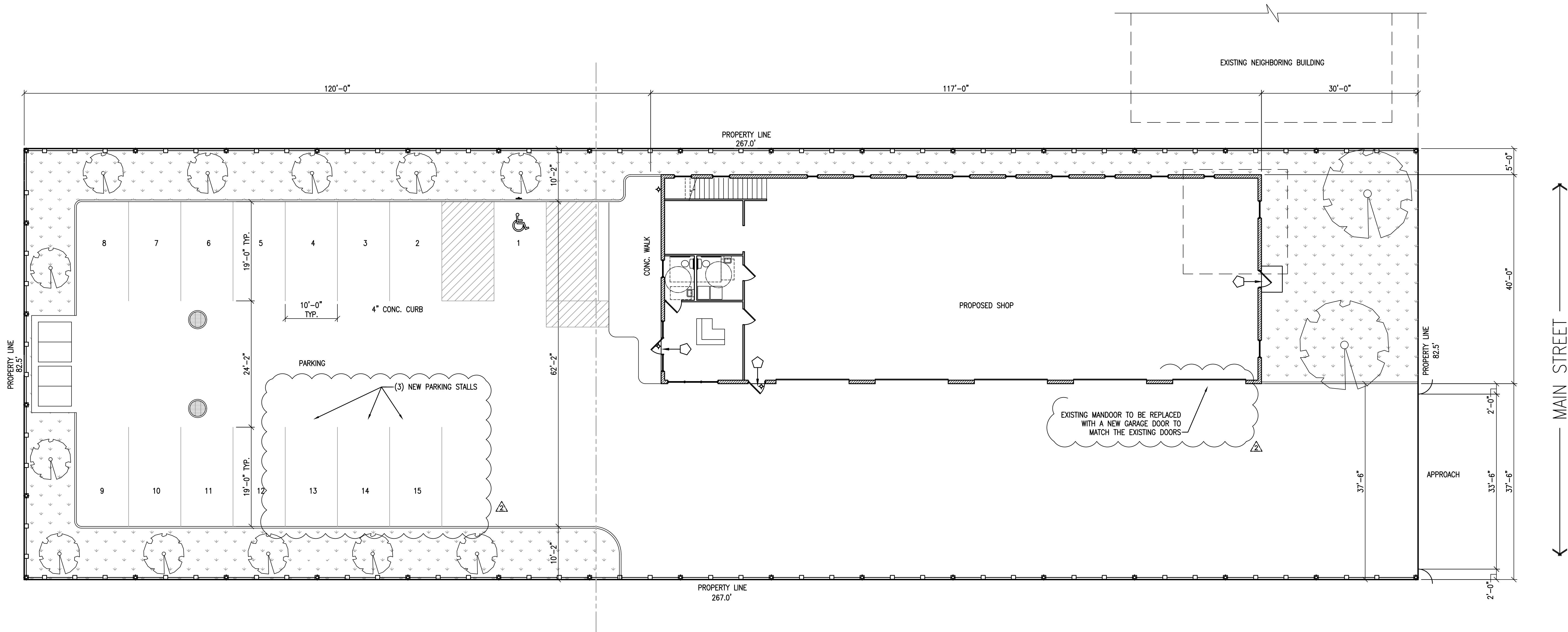
ST. GEORGE, UTAH  
(801) 990-1776 FAX  
(435) 628-5122

**JAMES LAWRENCE**  
**LAWRENCE SHOP**  
**ELEVATIONS**



U0858-004-141

A2



**REQUIRED LANDSCAPING**  
20% LANDSCAPING REQUIRED (4,443 SQUARE FEET)  
LOT SIZE: 0.51 ACRE (22,215 SQUARE FEET)  
LANDSCAPING PROVIDED: 4,645 SQUARE FEET (20.9%)

**SYMBOL KEY**  
= EXIT TO EXTERIOR. LANDINGS SHALL BE LEVEL WITH INTERIOR FLOOR AND HAVE 2% MAX. SLOPE AWAY FROM BUILDING

## PROPOSED SITE PLAN CHANGE

1" = 10'-0"

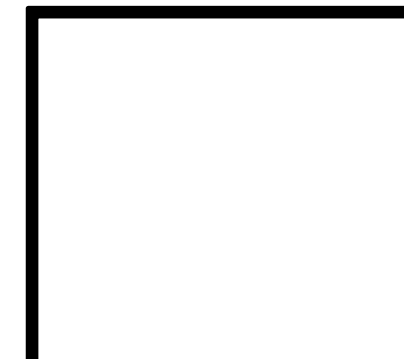


MAIN STREET

DATE:	DESIGNED BY:	DRAWN BY:	CHECKED BY:
6-20-14	RTA	MGP	RTA
REV. #	DATE	DESCRIPTION	BY:
1	8-13-14	RTA/MGP AS SHOWN	RTA/MGP
2	12-14-17	RTA/MGP AS SHOWN	RTA/MGP

**VECTOR**  
ENGINEERS  
SANDY, UTAH  
(801) 990-1775  
LAYTON, UTAH (801) 927-2054  
ST. GEORGE, UTAH (801) 990-1776 FAX (435) 628-5122

**JAMES LAWRENCE**  
**LAWRENCE SHOP**  
**SITE PLAN**



U0858-004-141

C1

**ORDINANCE NO. 2018-01**

**AN ORDINANCE ADOPTING AN AMENDMENT TO THE ALPINE CITY  
DEVELOPMENT CODE, SECTION 3.7.3 CONDITIONAL USES IN THE BC ZONE  
RELATING TO MECHANICAL AUTOMOTIVE REPAIR**

**WHEREAS**, The City Council of Alpine, Utah has deemed it in the best interest of Alpine City to amend the ordinance regarding mechanical automotive repair shops to permit five (5) auto repair bays; and

**WHEREAS**, the Alpine City Planning Commission has reviewed the proposed Amendments to the Development Code, held a public hearing, and has forwarded a recommendation to the City Council; and

**WHEREAS**, the Alpine City Council has reviewed the proposed Amendments to the Development Code:

**NOW, THEREFORE, BE IT ORDAINED BY THE ALPINE CITY COUNCIL THAT:**

The Amendment to Section 3.7.3 document will supersede Section 3.7.3 as previously adopted.

This Ordinance shall take effect upon posting.

Passed and dated this 27th day of February 2018.

---

Troy Stout, Mayor

**ATTEST:**

---

Charmayne G. Warnock, Recorder

**ARTICLE 3.7 BUSINESS/COMMERCIAL DISTRICT (B-C)** (Ord. 95-22, 8/22/95 and Ord. 2002-13, Amended by Ord. 2011-09, 5/10/11; Ord. 2014-04, 3/25/14)

**3.7.1 LEGISLATIVE INTENT**

The intent in establishing the B-C Business Commercial Zone is to provide an area in which the primary use of land is for retail and other commercial uses serving the immediate needs of Alpine residents and situated within an environment, which is safe and aesthetically pleasing. The zone is also intended to serve as the commercial core of the City.

The zone is characterized by a mixture of retail and service commercial uses such as stores, restaurants, office structures and a wide variety of specialty shops and is generally located adjacent to major transportation arteries.

Manufacturing, residential and other uses and other activities, which would be inconsistent with the use of the land for commercial activities are discouraged or not permitted within the zone.

The specific regulations considered necessary for the accomplishment of the intent of the zone are hereinafter set forth.

**3.7.2 PERMITTED USES**

The following uses of land shall be permitted upon compliance with the applicable standards and conditions set forth in this ordinance.

1. General retail stores and shops providing goods and services for sale at retail in the customary manner, provided that all storage and sales activity shall be contained within a building; also, manufacturing and processing activities which are an integral part of and incidental to the retail establishment.
2. Office buildings and medical clinics.
3. Personal service establishments such as barber and beauty shops, shoe repair, laundries and similar establishments.
4. Automotive service establishments, including gasoline dispensing facilities, car washes, and parking.
5. Recreational enterprises including but not limited to recreation centers, motion picture theaters, athletic clubs.
6. Funeral homes.
7. Single-unit detached dwellings when located on a lot in a recorded subdivision and subject to compliance with the applicable conditions within the zone.
8. Residential structures, provided that said structure existed as a residence prior to the effective date of this chapter. Also, customary residential accessory structures (i.e. swimming pools, detached garages, private greenhouses etc.) when appurtenant to and on the same lot as a residence.
9. Residential structures located within or on the same premises as a permitted or conditional commercial use. Both residential and commercial buildings will be considered main buildings and will be required to meet the main building setbacks when on the same premises.
10. Accessory uses and structures shall be permitted provided they are incidental to and do not



substantially alter the character of the permitted principle use or structure. Such permitted accessory uses and structures include, but are not limited to, buildings such as garages, carports, equipment and supply storage buildings which are customarily used in conjunction with and incidental to a principle use or structure permitted in the B-C Zone.

11. Agriculture, including the raising of row crops, grains and fruits and the incidental pasturage of animals. See Section 3.21.9.
12. Other uses which are determined by the Planning Commission to be similar to and compatible with the foregoing uses and in harmony with the intent of the zone.
13. Water, sewer and utility transmission lines and facilities required as an incidental part of development within the zone, and subject to the approval of a site plan by the Planning Commission.
14. Motor vehicle roads and rights-of-way subject to compliance with City standards for design and construction for such uses, and upon approval of site plan by the Planning Commission.
15. Customary household pets.
16. The keeping and raising of animals and fowl, subject to the provisions of Article 3.21.9 of the Development Code.

### **3.7.3 CONDITIONAL USES**

The following buildings, structures and uses of land shall be permitted upon compliance with the requirements set forth in this Ordinance and after approval has been given by the designated reviewing agencies (Approval of other agencies or levels of government may be required.):

1. Planned Commercial Developments Projects which are designed, approved, constructed and maintained in accordance with the provisions of Article 3.10 Development Code.
2. Commercial Condominium Projects subject to the applicable provisions of law relating thereto.
3. Hotels and motels.
4. Schools, churches, hospitals (human care), nursing homes and other similar quasi-public buildings subject to approval by the Planning Commission.
5. Civic Buildings. (Ord. 95-10, 4/25/9)
6. Restaurants, provided that any such facility providing drive-up window service shall also include an area for inside service to patrons in an amount not less than fifty (50%) of the total floor area of the structure. In addition, the following shall apply to restaurants. (Ord. 97-05, 5/27/97)
  1. A traffic analysis shall be provided as part of the conditional use application.
  2. The drive-up window and driveway shall be unobtrusive and be screened from the street by berming and landscaping.
  3. Odors and noise shall be controlled as to not have an adverse impact on any nearby residential structures.
  4. Restaurants must comply with provisions of the sign ordinance.

5. Restaurants must comply with the landscaping and design provisions in the B-C zone.
6. Any drive-through window must be located on the side of the restaurant building which does not abut a public street and must be screened from the street side with berming and landscaping.
7. Any drive-through window must have a stacking lane which will accommodate at least six cars off of the public street.
7. Single family dwellings (conventional construction) when proposed for placement on a lot not in a recorded subdivision, subject to compliance with the applicable conditions within the zone and approval of a site plan by the Planning Commission.
8. Seasonal sales such as produce or Christmas trees provided a business license is obtained from Alpine City.
9. Sexually-oriented businesses are a conditional use in the Business Commercial (BC) zone and are subject to the provisions of this chapter, including (Ord. 2010-07, 5/11/10):
  1. No sexually-oriented business shall be located within:
    - a. One thousand (1,000) feet of a school, day care facility, public park, library, and religious institution;
    - b. Four hundred (400) feet of any residential use (no matter which zoning district) or residential zoning boundary;
    - c. One thousand (1,000) feet of a liquor store; and
    - d. One thousand (1,000) feet of any other sexually-oriented business.

For the purposes of this section, distance shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which the sexually-oriented business is located, and:

- a. The closest property line of any school, day care facility, public park, library, and religious institution;
  - b. The nearest property line of any residential use or residential zone;
  - c. The nearest property line of any liquor store; and
  - d. The closest exterior wall of another sexually-oriented business.
10. Home occupations, subject to the provisions of Section 3.23.7.3 of the Development Code.
11. Accessory apartments, subject to the provisions of Section 3.23.7.1 of the Development Code.
12. Mechanical Automotive Repair Shops (Ord. No. 2014-04 and Ord. No 2018-01)
  1. Odors and noise shall be controlled as to not have an adverse impact on any nearby structures.
  2. There shall be no more than five (5) automobile bays.
  3. No automobiles shall be stored on the property for more than 14 days.
  4. Mechanical automotive repair shops shall comply with the regulations of the applicable entities including but not limited to the State of Utah, Timpanogos Service

District, Lone Peak Fire Marshall, and Environmental Protection Agency.

5. Mechanical automotive repair shops must abut directly upon and have access to Main Street (south of southern property line of the property located at 30 South Main Street) or Canyon Crest Road within the Business Commercial zone.
6. Mechanical auto repair shops shall comply with the off-street parking requirements excepting there shall be no more than 3 parking spaces provided per bay.
7. Mechanical automotive repair shops shall conform to the provisions of the Gateway/Historic Zone (Article 3.11).

### **3.7.4 AREA AND WIDTH REQUIREMENTS**

#### **3.7.4.1 Lot Occupied by a Dwelling Structure**

1. Lot Size. The minimum lot area for a single-unit dwelling shall be 10,000 square feet (Amended by Ord. 94-06).
2. Lot Coverage. No lot within the BC Zone may have more than fifty (50) percent of its land area covered by buildings or other impervious material.
3. Lot Width. The minimum width of any lot for a dwelling shall be ninety (90) feet, measured at the required front yard set back line.

#### **3.7.4.2 Lot Occupied by an Office and Commercial Structure**

There shall be no minimum lot area or width requirements except that an area sufficient to accommodate the structure, landscaped areas, minimum setback, required off-street parking, loading and unloading, vehicular ingress and egress shall be provided and maintained.

### **3.7.5 LOCATION REQUIREMENTS (Amended by Ord. 98-05, 3/10/98)**

All buildings shall comply with the following setbacks:

1. Front setback shall be not less than thirty (30) feet from the property line on all streets. No portion of the setback area adjacent to a street shall be used for off-street parking.
2. In commercial developments adjacent to other commercial areas, the side yard and rear yard setbacks will be not less than 20 feet unless recommended by the Planning Commission and approved by the City Council where circumstances justify.
3. Where a commercial zone abuts a residential zone, the side yard and rear yard setbacks will be not less than 20 feet unless recommended by the Planning Commission and approved by the City Council where circumstances justify.
4. A lot occupied by a dwelling structure shall comply with the setback requirements set forth in the TR-10,000 zone (Section 3.2.5.1) unless recommended by the Planning Commission and approved by the City Council where circumstances justify.

### **3.7.6 ACCESS REQUIREMENTS**

Each lot shall abut directly upon and have access to a City street which is improved in accordance with City street improvement standards.

### 3.7.7 UTILITY REQUIREMENTS

- 3.7.7.1 Culinary Water.** All dwellings and other structures to be used for human occupancy shall be served by the City's water system. The system serving the dwelling shall be capable of providing water to the dwelling at a volume sufficient for both culinary and fire fighting purposes and at a pressure of not less than forty (40) psi as determined by the City Engineer.
- 3.7.7.2 Domestic Sewage Disposal.** All dwellings and other structures intended for human occupancy shall be served by the City's central sewage collection system.

### 3.7.8 SPECIAL PROVISIONS

1. Uses Within Buildings. All commercial activities and storage shall be conducted entirely within a fully enclosed building, except those uses deemed by the City to be customarily and appropriately conducted in the open, including, but not limited to, gasoline dispensing, plant nursery displays, temporarily parked automobiles in need of repair, temporary sale of Christmas trees, etc.
2. Site Plan to Be Approved For All New Commercial Uses. Prior to the establishment of a new commercial use or the construction of a new building, a site plan shall be submitted, reviewed and recommended by the Planning Commission and approved by the City Council. (Amended by Ord. 2004-13, 9/28/04).
3. Off-street Parking. Off -street parking area which requires backing from the off-street parking space onto the street right-of-way in order to exit shall not be permitted. All ingress and egress shall be by forward motion only.

All points of ingress and egress to a commercial use or off-street parking areas shall be as shown on the site plan and shall be located not less than forty (40) feet from any intersection of public streets.

All off-street parking areas shall be hard-surfaced and shall be bordered by a curb or other barrier.

The number of required parking spaces and other particulars about the design and construction of off-street parking shall conform to the provisions of Article 3.24 of this ordinance.

4. Trash Storage. Adequate facilities for the disposal of solid waste shall be provided. All containers for the temporary storage and disposal solid waste material shall be of a size, type and quantity approved by the City shall be maintained in a location as shown on the Site Plan.
5. Storage Containers. The use of any portable unit, pod, or similar type of storage container is prohibited in this zone unless approved by the city.
6. Surface Water Drainage to be Retained On-site. All additional surface drainage generated as a result of development activity shall be disposed of on-site, as determined by the City Engineer.
7. Height of Buildings. The maximum height of any dwelling or other main building shall be thirty-four (34) feet, as determined in accordance with the provisions of Article 3.21.8 of the Development Code. (Ord. 96-15, 12/18/96).
8. Landscaping Required. As a means of mitigating safety hazards or adverse visual impacts all

areas of the site not devoted to buildings or off street parking shall be landscaped. The landscaped area shall be not less than twenty (20) percent of the total area of the site. In addition to all other plan elements, the site plan shall contain a landscape plan showing the location, type and initial size of all planting materials and other landscape features, and the location of the proposed sprinkler system.

9. Design of Commercial Structures. Commercial buildings shall comply with the following architectural design criteria. (Preliminary architectural design drawings of all building elevations shall be presented to the Planning Commission for review).
  1. The exterior of all commercial buildings shall be finished predominantly with wood and/or brick, stucco, stone or similar materials in accordance with guidelines in the Historical/Commercial/Residential Ordinance. Pitched roofs are preferred.
  2. The architectural styles of the business district should be consistent and harmonious. The style of building design and trim should be compatible with the relatively uncomplicated rural, small town character of Alpine. Extremely irrelevant, contrived or inconsistent styles will be discouraged.
10. Water Rights Conveyance Requirements. Water rights shall be conveyed to the City in accordance with the provisions of Article 3.21.7 of the Development Code.
11. Nuisances Prohibited. No land or building shall be used in any manner so as to create dangerous, injurious, noxious or otherwise objectionable fire, explosive, or other hazard, noise, or vibration, smoke, dust, odor, or other form of air pollution; liquid or solid refuse or wastes; or other substance, condition or element in such a manner or in such an amount as to adversely affect the surrounding area or adjoining premises.
12. Accessory Buildings. All accessory buildings shall be located in accordance with the following (Ordinance 2002-13) (Amended by Ord. 2006-14, 9/12/06; Ord. 2010-03, 8/24/10):
  1. Setback from main building. Accessory buildings which are located twelve (12) feet or closer to a main building and are attached to the main building by a common roof or wall shall be considered as part of the main building and shall meet the same setbacks as the main building.
  2. Side Setback - Corner Lot, Side Abutting a Street. Accessory buildings shall be set back not less than forty (40) feet from the side lot line which abuts on a street.
  3. Front Setback. Accessory buildings shall be set back not less than forty (40) feet from the front property line.
  4. Side and Rear Setback - Interior Lot Line. Accessory buildings shall be set back no less than ten (10) feet from the rear lot line and five (5) feet from the side lot line, except that no minimum rear or side setback shall be required when all the following conditions are met:
    - a. The accessory building is located more than twelve (12) feet from an existing dwelling on the same or adjacent lot;
    - b. The accessory building contains no openings on the side contiguous to the lot line;
    - c. No drainage from the roof will be discharged onto an adjacent lot;

- d. The accessory building shall be constructed of non-combustive materials or have fire resistive walls rated at one (1) hour or more;
  - e. The building will not be placed on land designated as a recorded easement, such as a utility or trail easement; and
  - f. The building will not be taller than ten (10) feet to the top of the roof line.
5. Accessory Building Height. The maximum height of any accessory building shall be twenty (20) feet as measured from the average finished grade of the ground surface adjacent to the foundation of the structure to the top of the ridge line.
- 1. Exceptions to the Height Requirement. Chimneys, flag poles, television antennas, and similar ancillary structures not used for human occupancy shall be excluded in determining height, provided that no such ancillary structure shall extend to a height in excess of fifteen (15) feet above the building.
  - 2. Additional Accessory Building Height. For every one (1) foot of additional height above twenty (20) feet, an additional two (2) feet of side yard and rear yard setback will be required. The maximum height of the accessory building as measured to the ridgeline shall be thirty (30) feet.

## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT: Proposed Sale of Public Open Space**

**FOR CONSIDERATION ON: 27 February 2018**

**PETITIONER: Stephen Neeleman**

**ACTION REQUESTED BY PETITIONER: Recommendation from the Planning Commission and approval of the City Council to purchase Public Open Space.**

**APPLICABLE STATUTE OR ORDINANCE: Zoning Ordinance Section 3.16.4.2,**  
*Land included in these parks shall not be materially changed, improved, altered, disposed of in any manner or used for any other purpose except after a recommendation of the Planning Commission following a public hearing and by a super majority vote of the City Council (4 positive votes out of 5 City Council members are required).*

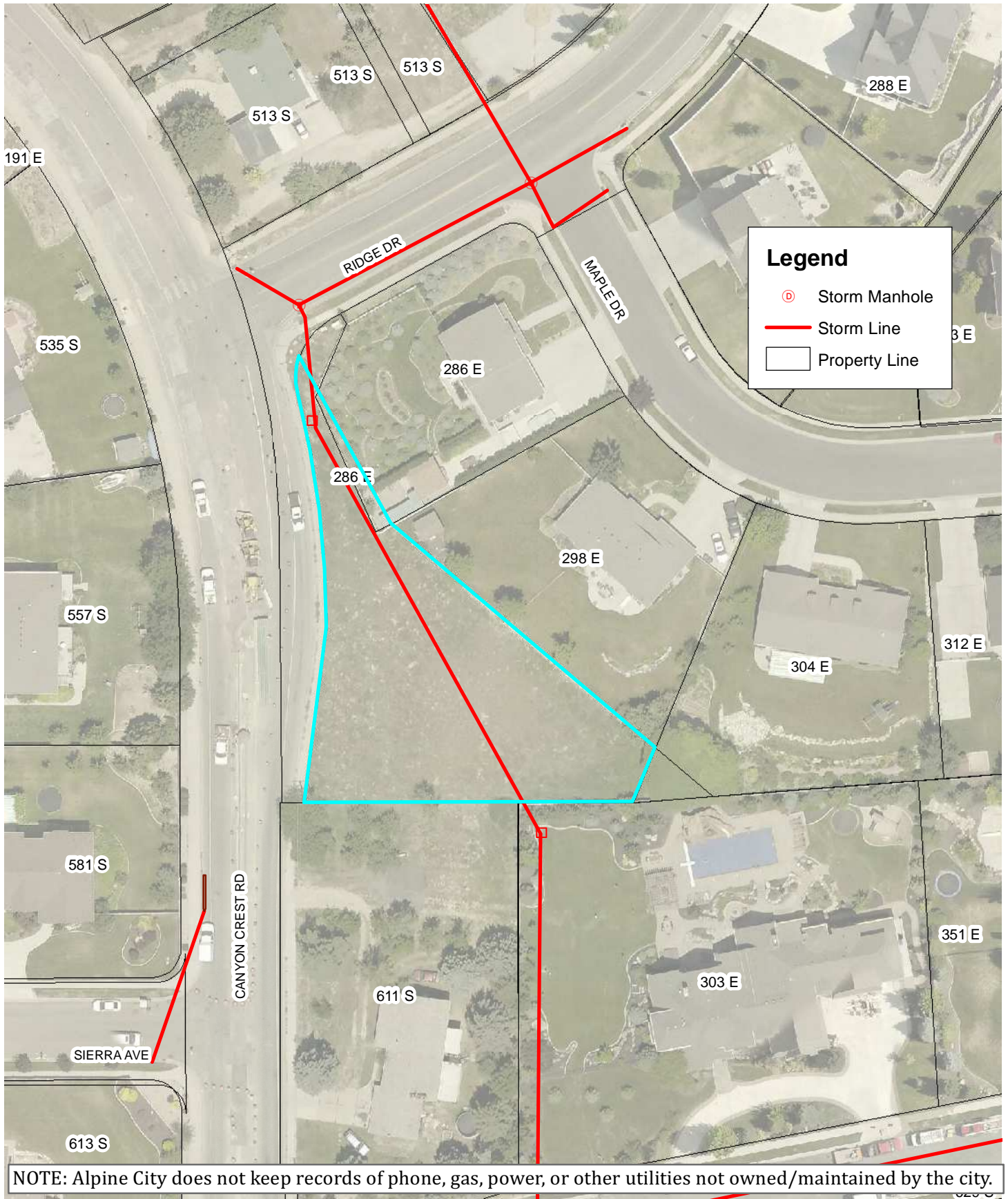
### **BACKGROUND INFORMATION:**

The petitioner is seeking to acquire a parcel of Alpine City Public Open Space that is located on the corner of Canyon Crest Road and Ridge Drive. The parcel is approximately 0.45 acres in the CR-40,000 zone.

The Planning Commission held a Public Hearing at their meeting of February 6, 2018 and made the following motion recommending approval of the sale of the open space.

### **STAFF RECOMMENDATION:**

Consider approving the sale of the open space.



Property Boundaries and Utilities are shown for reference only. Though shown generally close, a survey and Blue Stake should be done to locate both accurately.



## Alpine Utility Map

1 inch = 70 feet

0 20 40 80 120 160 Feet





## **ALPINE CITY COUNCIL AGENDA**

**SUBJECT: Installation of Gates for the Cemetery**

**FOR CONSIDERATION ON: 27 February 2018**

**PETITIONER: Councilman Ramon Beck**

**ACTION REQUESTED BY PETITIONER: Approval for Installation of Gates  
on for the Cemetery**

### **BACKGROUND INFORMATION:**

Several months ago, the discussion started at a City Council meeting concerning the need to close the cemetery at night and install gates to prevent after hour access. Since that time, City staff has been investigating options to accomplish this. After meeting with different companies and reviewing the accesses and the challenges associated with each one, we recommend the following:

- South entrance to Public Works Building/Yard: Installation of a sliding chain link gate with motorized slide gate operator (hardwire power).
- Cemetery Entrance – East (Grove Drive): Installation of double Liftmaster Mega Arm Tower DC Barrier Gate (hardwire power).
- Cemetery Entrance – West (Grove Drive): Installation of double Liftmaster Mega Arm Tower DC Barrier Gate (solar power).
- North Entrance – Maintain current gate. Install barrier gate with cemetery expansion.
- Southeast Entrance: Install chain barrier. Access will be closed except during Memorial Day weekend.

The gates would operate on timers, with the gates closing at specified times each day. Underground loops will be installed to allow gates to open when vehicles approach that are in the cemetery when the gates close at night. City staff will have remote operators to open gates after hours when necessary. The Fire Department will have access through Knox switches.

There are other options available, however the east and west cemetery accesses have some challenges with grades and layout that appear to make the barrier gate the preferred option.

Included in this packet is a cut sheet for the barrier gates and a cost proposal. The cost proposal for the three entrances is \$26,733.79. We estimate an additional \$5,000 to cover installation of power conduits and asphalt repair after installing the underground loops. This work would be done by City Staff.

### **STAFF RECOMMENDATION:**

Consider approving the proposal for installation of barrier gates on the east and west cemetery entrances and a sliding chain link gate at the entrance to the Public Works Building, up to a cost of \$32,000.

# Estimate

**Autogate Plus LLC**  
**3012 W 13400 S**  
**Riverton, UT 84065**  
**Brad 801-330-4755 Office 801-253-9881**

DATE	ESTIMATE #
1/24/2018	481

## BILL TO

Alpine City  
 20 N Main Street  
 Alpine, UT 84004  
 801-420-3487 Greg

DESCRIPTION	QTY	RATE	AMOUNT
- Slide Gate Operator 24 volt with built in battery back up and retro reflective safety photo eye.	1.0	2,500.00	2,500.00
- 10' of chain to add with the 20' the operator comes with	1.0	35.00	35.00
- 811 M Liftmaster Remote, single button	20.0	15.00	300.00
- Liftmaster Mega Arm Tower DC Barrier Gate Operator with built in battery back up	4.0	2,050.00	8,200.00
- Round Aluminum Arm w/red & whie reflective tape	4.0	233.00	932.00
- NIR Safety Photo Eyes for Arm Tower	2.0	150.00	300.00
- Safety Exit Loops 6' x 20' cut in with 20' lead	2.0	190.00	380.00
- Safety Exit Loop 6' x 20' with 50' lead	1.0	218.00	218.00
- LD1150LV Loop detector	3.0	135.00	405.00
- Arch Posts for Keypads	3.0	170.00	510.00
- AAS Advantage DKE Keypads	2.0	300.00	600.00
- KPW5 Wireless Keypad for solar gates	1.0	154.00	154.00
- Knox Switches for Fire Dept. access	3.0	230.00	690.00
- 7 Day Timer 24 V	3.0	150.00	450.00
- Solar Charge Controller MPPT Style	1.0	68.00	68.00
- Solar Panel 85 Watt 24 Volt	1.0	285.00	285.00
- side of post Solar Panel Bracket	1.0	120.00	120.00
Installation of all items above including digging 5 footings for the operators to mount in concrete with conduit stub outs for power and communication. Also pouring footings for the arch posts and set up, program and test the gate operating systems.	1.0	3,850.00	3,850.00
If you have any questions please call Brad at 801-330-4755. To begin we require 1/2 down and the remainder to paid at the completion of the work.	<b>Total</b>		<b>19,997.00</b>

Allied Fence Co.  
8580 Chromalloy Circle  
West Jordan, UT 84088



# Estimate

Date	Estimate #
1/22/2018	1755

Providing Quality Fencing, Gates, and Railings Since 1986

Bill To
Alpine City

Ship To

Web Site	Rep	P.O. No.	Terms
www.alliedfenceco.com	Brad		1/2 Down, Balance Due Upon Comp

Quantity	Description	Amount
	Gate quote based on photos from Brad @ Auto Gate Plus. Price may change upon job site inspection.	
	-Install 20' X 6' Tall Cantilever gate.	
	-Requires 2 new hanger posts, Reuse latch post.	
	-Automation is not included in this quote and is provided by Auto Gate Plus.	
21	4" DQ 40 Pipe - Per Foot	201.94
3	4 Brace Band	3.12
3	1 5/8 Rail End - Pressed Steel	4.08
6	4 Tension Band	5.18
1	3/16 x 3/4 x 70 Tension Bars	4.22
9	5/16x1 1/4 Carriage Bolt w/Nut	1.15
30	Concrete 80lb	168.00
4	Heavy Duty Stealth Cantilever Roller: 2-1/2" Round x 4" Round Roller with Double Bearings (3,500 Lb. Load Rating)	747.20
2	Universal Wheel Cover: Top	107.20
2	Universal Wheel Cover: Bottom	107.20
1	Gate Receiver	75.00
1	20' X 6' Cantilever gate	2,200.00
	-2 3/8 Sch 40 Perimeter frame	
1	Installation	3,112.50

If paying by check please proceed with the Bank Payment option provided via email or else send to the above address. We accept Visa, Master Card, Discover, and American Express. Finance Charges of 2% per month (24% Per Annum) will be charged on the unpaid balance as part of Past Due Accounts. Seller reserves, and may exercise, its statutory rights as provided for in the Utah Lien and Bond Statutes. Customer agrees to pay a reasonable attorney's fee and other cost of collecting after default and referral to an attorney. Property Lines: Customer is responsible for location of property lines. Layout: Allied Fence Co may provide a drawing separately to show the job layout and/or details. Drawing, if provided, is part of contract. Manufacturer and/or Workmanship Warranties may not be available for all products and/or services. Allied Fence Co is not responsible for damaged to sprinklers and other unmarked, buried items.

**Total** \$6,736.79

Licensed & Insured  
Estimate Valid for 30 Days  
Professionally Trained Installers  
Schedule May Vary



# MAS/MAST

HIGH-TRAFFIC, HIGH-SPEED DC BARRIER GATE OPERATOR



**Ultra-Reliable, Durable,  
Superior Performance**

LiftMaster® high-traffic, high-speed DC powered barrier gate operators with **Battery Backup** keep traffic flowing and provide easy in and out access **24 hours a day**. Rated for 10,000 cycles per day with an opening time of only 0.9 seconds and constructed of corrosion resistant aluminum alloy, the Mega Arm Sprint / Mega Arm Sprint Tower are the ideal choice for high-traffic Parking applications. The product's Security+ 2.0® radio technology provides unparalleled reliability and quick, secure access.

## Performance

- **Battery Backup** safeguards your property by providing up to up to 900 cycles\* when the power is down.
- **Breakaway Arm** can be easily reinstalled if arm is hit, quickly restoring traffic control.
- **Continuous Duty DC Motor** is powerful and features soft starting and stopping for quiet, efficient operation.
- **Heavy-Duty Drive System with Commercial Gearbox** provides reliable, continuous operation.
- **Magnetic Limit Sensors** have no moving parts and are designed for high-cycle applications, so there's less wear and tear and you're assured dependable operation day-in and day-out.
- **Sequenced Access Management** provides control between barrier and slide/swing gate operators to maximize traffic flow.
- **K1 Relay** provides output signals to activate other accessories or operators during open/close cycles.

## Safety and Security

- **Security+ 2.0 Patented Multi-Frequency Secure Radio Technology** virtually eliminates interference and gives you quick and secure access with enhanced range and performance.
- **Fire Department Compliant** selectable settings allow gate to auto open upon loss of AC power or battery depletion.
- **Anti-Tailgate Feature** prevents unauthorized access to your property.
- **Built-in Surge Suppression** protects against high-voltage spikes and surges.

\*Basic set up with remote controls programmed with a 8 ft. Barrier Arm. Does not include power draw from added accessories. LiftMaster low power draw accessories recommended to extend cycles on Battery Backup.

## Optional Accessories:



### 1-Button Encrypted DIP Switch Remote Control (811LM)

Cost effective solution with Security+ 2.0 for applications requiring a large number of remote controls for a common entrance.



### 2-Button and 4-Button Learning Remote Controls (892LT/894LT)

Independent button programming with Security+ 2.0. Also compatible with Security+® 315MHz and 390MHz frequencies. Can clone existing DIP Switch Remote Controls.



### Commercial Access Control Receiver (STAR1000)

Stand alone commercial receiver with Security+ 2.0 provides enhanced range and reliability. Holds up to 1,000 remote controls.



### LiftMaster Loop Detector (LD7LP)

Automatic sensitivity settings for easy vehicle detection. Power efficient design ideal for battery backup.



### Retro-Reflective Photo Eye (RETROAB)

Safeguards your property. Single-sided means no expensive trenching or wiring.

# MAS/MAST

HIGH-TRAFFIC, HIGH-SPEED DC BARRIER GATE OPERATOR

## FEATURES

### DUAL-GATE OPERATION

Works in conjunction with another barrier gate operator.

### BUILT-IN 110V CONVENIENCE OUTLET

Simplifies adding/powering up accessory devices. Save the expense of having to add an extra outlet.

### UNIVERSAL CONTROLLER WITH 8 INPUTS

Allows for the connection of a full range of optional external devices.

### RIGHT- OR LEFT-HANDED OPERATION

Provides flexibility to fit your application and ease of installation.

### SLIP CLUTCH OPTION

Allows arm to be manually pushed open without damaging the shear pin. Arm automatically resets to normal closed position upon receiving activation.

### 850LM RADIO RECEIVER INCLUDED

Stores up to 90 remote controls.

### WARRANTY

Two years parts.  
Ten years frame.

## SPECIFICATIONS

### OPERATOR SPEED

0.9 seconds to open or close

### POWER

120V / 220V applications

### ACCESSORY POWER

24VDC 500 mA

### OPERATOR WEIGHT (without arm)

MASDCBB3 – 89 lbs.

MASTDCBB3 – 113 lbs.

### UL LISTED

UL 325 & UL 991 – Class I, II, III, IV

## CONSTRUCTION

### GEAR REDUCTION

60:1 reducer in synthetic oil bath

### MOTOR

1/2 HP equivalent

Continuous-duty 24VDC / 800 RPM

### CHASSIS

Powder coated 1/4 in. aluminum alloy

### COVER

MAS – UV-resistant polyethylene

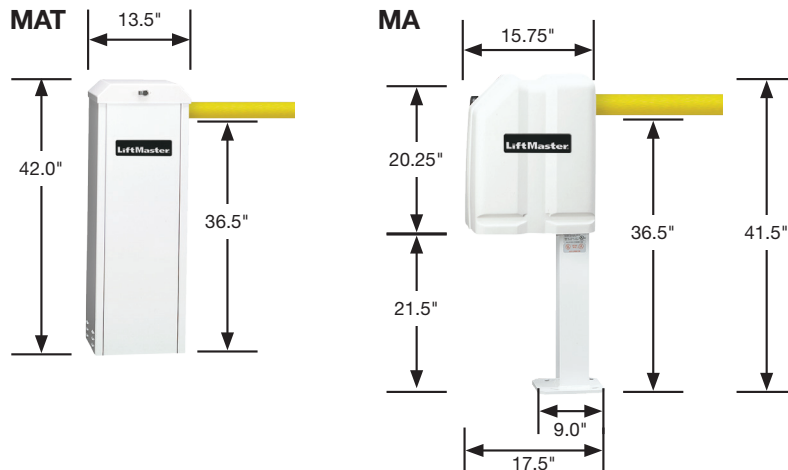
MAST – Full aluminum cabinet

## RECOMMENDED CAPACITIES



HP	MAX. ARM LENGTH (ft.)	CYCLES/DAY
1/2	8 ft. aluminum arm with optional yellow padding	10,000

LiftMaster® gate operators comply with UL 325 standards. External entrapment devices must be added to meet UL 325 standards. Your installer will recommend suitable entrapment devices such as photoelectric sensors or edge sensors.

## DIMENSIONS



## ADDITIONAL ARM ACCESSORIES\*\*

White Arm with:		
	White Only	Yellow Padding
Arm Length	Aluminum Arm	Aluminum Arm
8 ft.	SP8TUBE SP8* (6 ft. 3/4 in. installed)	SP8* (6 ft. 3/4 in. installed)

\*\*All Arms shipped as single piece. Installer cuts down to meet site requirements.