



## MILFORD CITY COUNCIL MEETING

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Milford, Utah will hold a meeting at the Milford City Office, 405 South Main, Milford, Utah for the purposes and at the time described below on **TUESDAY, JANUARY 19, 2016**.

**PUBLIC HEARING: CDGB – 6:45 PM**

**REGULAR MEETING – 7:00 PM**

- 1. MAYOR’S WELCOME & CALL TO ORDER:** Roll Call & Pledge of Allegiance
- 2. RECOGNITION OF VISITOR’S RELATING TO CITY BUSINESS**
  - a. Jesse Ralphs, Sunrise Engineering – Water Mater Plan Update
  - b. Curtis Tonks, Utah Local Governments Trust – TRUST Insurance Update
- 3. CONSENT ISSUES**
  - a. Bills and Payroll; Financial Report for December 2015; Minutes of December 15, 2015 Council Meeting
- 4. NEW BUSINESS**
  - a. 2016 Milford City Appointments
  - b. Appointment of Committee Members
  - c. Appointment of P&Z Vacancies: Garland Walker, Nick Scofield, Michelle Crow
  - d. Discuss Drainage at 400 West 200 North
  - e. Utah State Treasury Withdrawal Request
  - f. Maintenance Consent Letter with Union Pacific for Railroad Culvert
- 5. OLD BUSINESS**
  - a. Community Center Update
- 6. ORDINANCE AND RESOLUTIONS**
  - a. None
- 7. COMMENTS**
  - a. **Staff Member Reports and Comments**
    - i. Leo Kanell, City Attorney
    - ii. Makayla Bealer, City Administrator/Treasurer
    - iii. Monica Seifers, City Recorder
    - iv. Lisa Thompson, Administrative Assistant
    - v. Ben Stewart, City Foreman
  - b. **Council Member Reports and Comments**
    - i. Council Member Aaron Cox: Water, Public Safety and Law Enforcement, Beautification
    - ii. Council Member Wayne Hardy: Airport, Recreation and Parks, Beautification
    - iii. Council Member Russell Smith: Cemetery, Sewer
    - iv. Council Member Les Whitney: Planning and Zoning Commission
    - v. Council Member Terry Wiseman: Library, Streets
    - vi. Mayor Nolan Davis: Waste Management Board, Economic Development, Five County Steering, LIC Commission
- 8. ADJOURNMENT**

*Notice: The City Council may adjourn to Executive Session pursuant to the provisions of §52-4-204 and §52-4-205, Utah Code Annotated (1953), as amended.*

### **CERTIFICATE OF DELIVERY & POSTING**

I, Monica D. Seifers, duly appointed and acting City Recorder do hereby certify that the above Notice and Agenda was posted in three public places within the Milford City Limits on this 14<sup>th</sup> day of January, 2016. These public places being 1) Milford City Office; 2) U.S. Post Office; and 3) Milford Public Library. The foregoing Notice and Agenda was also delivered to each member of the governing body and posted at [www.milfordut.com](http://www.milfordut.com) and [www.utah.gov/pmn](http://www.utah.gov/pmn), and [www.facebook.com/Milford-City](http://www.facebook.com/Milford-City).

*In compliance with the Americans with Disabilities Act, the City of Milford will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Request for assistance can be made by contacting the City Recorder at 435.387.2711 at least 24 hours in advance of the meeting to be held.*

**City Council Agenda Request Form Milford City**  
This form must be submitted by 4pm the Wednesday prior to the Council Meeting

---

REQUESTOR'S NAME (Print legibly) : CURTIS TONES

ORGANIZATION (if applicable): UTAH LOCAL GOV'T TRUST

ADDRESS: 55 S. HWY 89. , N. SALT LAKE, UT 84054

PHONE : 801.458.1618 CELL PHONE: \_\_\_\_\_

E-MAIL ADDRESS: curtis@utahtrust.gov

To be used if additional information is required . Agenda will be posted on [www.utah.gov/pmn](http://www.utah.gov/pmn)  
You may Subscribe to Milford City Council notices using this website. By subscribing, you will be notified of all postings made by Milford City Council to the website, in compliance with Utah State Law.

Date Requesting to Attend 1 / 19 / 16 Amount of Time Requested ~ 15 MINS

TOPIC TO BE ADDRESSED (Your description must identify the subject matter of your appearance in sufficient detail to alert the public what topic you will discuss and what action you are requesting of the Council) :

MILFORD CITY GENERAL LIABILITY INSURANCE LIMIT

---

---

---

---

IS YOUR PRESENTATION REQUIRING ACTION OF THE COUNCIL OR IS IT ONLY PROVIDING INFORMATION? (check one): REQUIRES ACTION  INFO ONLY

PLEASE DESCRIBE DESIRED OUTCOME: MAYOR / COUNCIL TO APPROVE  
INCREASED LIABILITY LIMIT TO FURTHER PROTECT THE  
CITY AGAINST MUNICIPAL RISK

---

ARE WRITTEN MATERIALS TO BE PROVIDED TO COUNCIL (check one): YES  NO

IF YES, I HAVE PROVIDED 11 COPIES AND EMAILED AN ORIGINAL TO THE CITY RECORDER Initial here \_\_\_\_\_

\*\*\*CONTINUED ON REVERSE\*\*\*

IS FUNDING FROM THE CITY BEING REQUESTED? (check one) YES  NO

IF YES, WHAT IS THE ESTIMATED COST TO THE CITY: TBD BY UNDERWRITING

PLEASE PROVIDE DOCUMENTATION SUPPORTING YOUR ESTIMATE

**Note: Separate requests must be completed for each topic presented.**

**INSTRUCTIONS – PLEASE READ CAREFULLY**  
This request must be submitted to the City Recorder no later than 4 pm the Wednesday prior to the City Council Meeting. Meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday each month. Applications submitted after the deadline, if complete, will be placed on the following City Council Meeting agenda.  
  
Return completed form and 11 printed copies of handouts to:  
  
City Recorder  
PO Box 69, 26 South 100 West  
Milford, UT 84751  
  
ALL handouts must be e-mailed prior to deadline in order for request to be considered for agenda. E-mail to: mseifers@milford.utah.gov by 4pm the Wed. prior to meeting.



1/11/16

SIGNATURE OF PERSON MAKING REQUEST

DATE

.....  
**OFFICE USE ONLY**

Date Rec'd by City Recorder: 1/12/16

Info Complete : YES  NO

If no, what info is required: \_\_\_\_\_

Approved for Agenda : YES  NO

If no, reason for denial: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CITY OF MILFORD  
 COMBINED CASH INVESTMENT  
 DECEMBER 31, 2015

COMBINED CASH ACCOUNTS

01-11110	CASH IN CHECKING - COMBINED	86,554.88
01-11310	PETTY CASH	200.00
01-11400	RETURNED CHECKS - CLEARING	151.50
01-11610	CASH-STATE TREASURER-COMBINED	621,009.74
01-11700	CASH - A/R CLEARING	( 436.86)
	<u>TOTAL COMBINED CASH</u>	<u>707,479.26</u>
01-11815	ST TREAS-DESIGNATED-SEWER	( 63,125.44)
01-11816	ST TREAS-DESIGNATED-GEN FUND	( 14,560.06)
01-11817	ST TREAS-DESIGNATED-LIBRARY	( 8,959.77)
01-11819	ST TREAS- RECREATION COMPLEX	( 18,086.92)
01-11825	ST TREAS-RESTRICTED-BOND 5030	( 39,390.00)
01-11835	ST TREAS-RESTRICTED-BOND 808	( 66,000.00)
01-11840	ST TREAS-RESTRICTED-MAIN 5030	( 39,000.00)
01-11845	ST TREAS-RESTRICTED-MAIN 808	( 65,000.00)
01-11860	ST TREAS-RESTRICTED-BOND 3SO24	( 47,605.92)
01-11865	ST TREAS-RESTRICTED-MAIN S3024	( 90,044.14)
01-11880	STATE TREAS-RESTRICTED-LIBRARY	( 17,522.00)
01-11900	TOTAL ALLOCATION TO OTHER FUND	( 238,185.01)
	<u>TOTAL UNALLOCATED CASH</u>	<u>.00</u>

CASH ALLOCATION RECONCILIATION

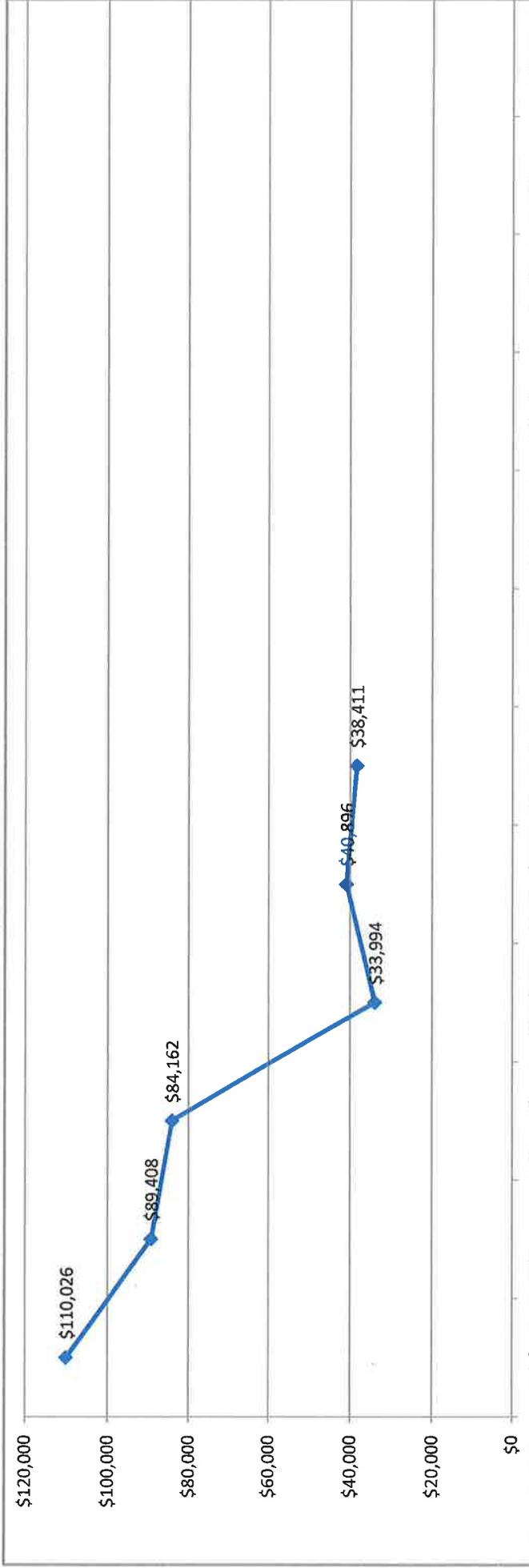
10	ALLOCATION TO GENERAL FUND	( 31,405.02)
30	ALLOCATION TO DEBT SERVICE FUND	( 22,518.00)
51	ALLOCATION TO WATER FUND	212,637.91
52	ALLOCATION TO SEWER FUND	84,334.38
54	ALLOCATION TO MUNICIPAL BUILDING AUTHORITY	( 5,004.00)
	<u>TOTAL ALLOCATIONS TO OTHER FUNDS</u>	<u>238,045.27</u>
	ALLOCATION FROM COMBINED CASH FUND - 01-11900	( 238,185.01)
	<u>ZERO PROOF IF ALLOCATIONS BALANCE</u>	<u>( 139.74)</u>



**Historical Fund Balance  
City of Milford  
Unaudited  
2015-2016**

June	July	August	September	October	November	December	January	February	March	April	May	June
------	------	--------	-----------	---------	----------	----------	---------	----------	-------	-------	-----	------

\$121,507	\$110,026	\$89,408	\$84,162	\$33,994	\$40,896	\$38,411						
-----------	-----------	----------	----------	----------	----------	----------	--	--	--	--	--	--



Retained Earnings

Low = 5% of General Fund Revenue

High = 18% of General Fund Budget

Current Month Retained Earnings

<u>Actual Revenue YTD</u>	\$922,824.78
<u>Budget Revenue 2015-2016</u>	\$1,655,419.71

Retained Earnings  
\$46,141.24

\$297,975.55

\$38,410.69

CITY OF MILFORD  
BALANCE SHEET  
DECEMBER 31, 2015

GENERAL FUND

ASSETS

10-11900	CASH - COMBINED FUND	(	31,405.02)	
10-12100	ST TREAS-DESIGNATED-GEN FUND		16,070.51	
10-12110	ST TREAS-DESIGNATED-LIBRARY		8,959.77	
10-12140	ST TREAS-RECREATION COMPLEX		16,602.75	
10-12150	ST. TREAS-RESTRICTED-LIBRARY		113.46	
10-13110	ACCOUNTS RECEIVABLE		8,180.67	
10-13113	AR/CREDIT CARD, AIRPORT	(	2,471.48)	
10-13114	ACCOUNTS RECEIVABLE-MISC.		1,660.23	
10-13115	PROPERTY TAX RECEIVABLE		134,754.00	
10-15110	INVENTORY-AIRPORT FUEL		26,199.06	
	TOTAL ASSETS			178,663.95

LIABILITIES AND EQUITY

LIABILITIES

10-21310	ACCOUNTS PAYABLE		9,502.71	
10-22220	FEDERAL WITHHOLDING PAYABLE	(	43.15)	
10-22240	EMPLOYMENT SECURITY	(	181.28)	
10-22250	WORKER COMPENSATION PAYABLE	(	2,929.91)	
10-22300	RETIREMENT PAYABLE	(	.02)	
10-22310	DISABILITY PAYABLE	(	62.17)	
10-22500	HEALTH INSURANCE PAYABLE	(	516.18)	
10-22600	401 K PAYABLE		2.82	
10-22700	MISC. PAYROLL DEDUCTIONS	(	273.56)	
	TOTAL LIABILITIES			5,499.26

FUND EQUITY

10-26100	DEFERRED INFLOW-PROPERTY TAXES		134,754.00	
	UNAPPROPRIATED FUND BALANCE:			
10-29800	FUND BALANCE-UNRESERVED		42,276.07	
	REVENUE OVER EXPENDITURES - YTD	(	3,865.38)	
	BALANCE - CURRENT DATE		38,410.69	
	TOTAL FUND EQUITY			173,164.69
	TOTAL LIABILITIES AND EQUITY			178,663.95

CITY OF MILFORD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-100	102,499.11	116,923.15	134,754.00	17,830.85	86.8
10-31-200	624.26	1,488.97	10,000.00	8,511.03	14.9
10-31-300	22,273.41	150,358.57	295,000.00	144,641.43	51.0
10-31-400	64.55	350.97	1,000.00	649.03	35.1
10-31-402	11,789.32	83,651.09	140,000.00	56,348.91	59.8
10-31-403	3,326.89	10,275.40	35,000.00	24,724.60	29.4
10-31-405	.00	77.08	.00	( 77.08)	.0
10-31-408	1,970.69	10,546.55	30,000.00	19,453.45	35.2
10-31-700	1,154.96	8,493.50	25,000.00	16,506.50	34.0
<b>TOTAL TAXES</b>	<b>143,703.19</b>	<b>382,165.28</b>	<b>670,754.00</b>	<b>288,588.72</b>	<b>57.0</b>
<u>LICENSES AND PERMITS</u>					
10-32-100	2,100.00	2,775.00	5,500.00	2,725.00	50.5
10-32-210	75.00	3,500.84	4,000.00	499.16	87.5
10-32-220	.00	552.85	1,085.00	532.15	51.0
10-32-230	180.00	230.00	1,000.00	770.00	23.0
<b>TOTAL LICENSES AND PERMITS</b>	<b>2,355.00</b>	<b>7,058.69</b>	<b>11,585.00</b>	<b>4,526.31</b>	<b>60.9</b>
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-550	.00	.00	40,000.00	40,000.00	.0
10-33-560	.00	36,307.45	72,000.00	35,692.55	50.4
10-33-700	.00	318,092.66	487,842.71	149,750.05	68.0
10-33-701	.00	.00	6,438.00	6,438.00	.0
10-33-702	.00	.00	5,000.00	5,000.00	.0
<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	<b>.00</b>	<b>354,400.11</b>	<b>591,280.71</b>	<b>236,880.60</b>	<b>59.9</b>

CITY OF MILFORD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
10-34-600 CITY RECREATION-MENS SOFTBALL	.00	.00	1,000.00	1,000.00	.0
10-34-601 CITY RECREATION-COED SOFTBALL	.00	1,195.00	1,400.00	205.00	85.4
10-34-603 CITY RECREATION-SUMMER YOUTH	.00	.00	3,000.00	3,000.00	.0
10-34-605 CITY RECREATION - FLAG FOOTBAL	.00	725.00	850.00	125.00	85.3
10-34-606 CITY RECREATION- FULL FOOTBALL	160.00	2,729.25	3,500.00	770.75	78.0
10-34-607 CITY RECREATION-BABE RUTH	.00	294.00	2,000.00	1,706.00	14.7
10-34-608 CITY RECREATION - VOLLEYBALL	.00	1,130.00	750.00	( 380.00)	150.7
10-34-609 CITY RECREATION - WRESTLING	200.00	585.00	6,000.00	5,415.00	9.8
10-34-610 CITY RECREATION-BOY BASKETBALL	655.00	2,370.00	2,000.00	( 370.00)	118.5
10-34-630 CITY RECREATION - CAL RIPKEN	.00	581.00	5,500.00	4,919.00	10.6
10-34-640 CITY RECREATION-GIRL BASKETBAL	140.00	140.00	1,500.00	1,360.00	9.3
10-34-720 GOLF FEES	.00	.00	3,000.00	3,000.00	.0
10-34-730 SWIM FEES	.00	3,812.00	10,000.00	6,188.00	38.1
10-34-732 SWIM POOL - COUNTY M&O	.00	.00	93,000.00	93,000.00	.0
10-34-760 JULY 4TH REVENUE	.00	12,516.76	18,000.00	5,483.24	69.5
10-34-770 CHRISTMAS LIGHT PROJECT	95.00	1,195.00	2,500.00	1,305.00	47.8
10-34-810 SALE OF CEMETERY LOTS	.00	1,000.00	3,000.00	2,000.00	33.3
10-34-820 PERPETUAL CARE	120.00	480.00	1,000.00	520.00	48.0
10-34-830 CEMETERY OPENING AND CLOSING	600.00	1,100.00	2,500.00	1,400.00	44.0
10-34-840 COLLECTION COSTS - GARBAGE	6,942.72	42,089.34	85,000.00	42,910.66	49.5
10-34-900 AIRPORT COUNTY DONATION	.00	.00	1,000.00	1,000.00	.0
10-34-910 AIRPORT FUEL SALES	5,278.38	41,464.56	100,000.00	58,535.44	41.5
10-34-920 HANGER AND TIE DOWN	660.00	3,560.00	3,000.00	( 560.00)	118.7
<b>TOTAL CHARGES FOR SERVICES</b>	<b>14,851.10</b>	<b>116,966.91</b>	<b>349,500.00</b>	<b>232,533.09</b>	<b>33.5</b>
<u>MISCELLANEOUS REVENUE</u>					
10-36-300 BUILDING RENTALS AND LEASES	4,100.00	31,939.91	.00	( 31,939.91)	.0
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>4,100.00</b>	<b>31,939.91</b>	<b>.00</b>	<b>( 31,939.91)</b>	<b>.0</b>
<u>INTEREST/OTHER</u>					
10-38-100 INTEREST EARNINGS/GENERAL FUND	360.57	1,840.04	1,000.00	( 840.04)	184.0
10-38-400 LIBRARY FINES AND FEES	.00	504.15	7,200.00	6,695.85	7.0
10-38-500 SUMMER READING DONATIONS	.00	375.00	600.00	225.00	62.5
10-38-900 MISCELLANEOUS REVENUE	2,348.99	27,574.69	23,500.00	( 4,074.69)	117.3
<b>TOTAL INTEREST/OTHER</b>	<b>2,709.56</b>	<b>30,293.88</b>	<b>32,300.00</b>	<b>2,006.12</b>	<b>93.8</b>
<b>TOTAL FUND REVENUE</b>	<b>167,718.85</b>	<b>922,824.78</b>	<b>1,655,419.71</b>	<b>732,594.93</b>	<b>55.8</b>

CITY OF MILFORD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
10-41-110 SALARIES - MAYOR AND COUNCIL	2,000.00	12,000.00	24,000.00	12,000.00	50.0
10-41-130 BENEFITS - MAYOR AND COUNCIL	229.20	1,375.20	3,000.00	1,624.80	45.8
<b>TOTAL LEGISLATIVE</b>	<b>2,229.20</b>	<b>13,375.20</b>	<b>27,000.00</b>	<b>13,624.80</b>	<b>49.5</b>
<u>ADMINISTRATIVE</u>					
10-43-110 SALARIES & WAGES - ADMIN/TREAS	3,283.20	21,667.73	42,686.02	21,018.29	50.8
10-43-111 SALARIES & WAGES - ADMIN ASST	1,230.12	8,515.49	15,912.00	7,396.51	53.5
10-43-113 SALARIES & WAGES - RECORDER	.00	1,440.80	.00	( 1,440.80)	.0
10-43-130 BENEFITS - ADMINISTRATOR/TREAS	2,749.98	17,215.08	35,131.34	17,916.26	49.0
10-43-131 BENEFITS - ADMIN ASST	112.68	779.99	1,600.00	820.01	48.8
10-43-134 BENEFITS - JANITORAL	.00	2,223.74	.00	( 2,223.74)	.0
10-43-210 DUES, SUBSCRIPTIONS & DONATION	.00	573.61	1,500.00	926.39	38.2
10-43-215 DOT DRUG PROGRAM	.00	.00	350.00	350.00	.0
10-43-220 NOTICES AND PUBLICATIONS	.00	617.64	1,500.00	882.36	41.2
10-43-230 TRAVEL AND CONFERENCES	206.50	2,420.50	6,000.00	3,579.50	40.3
10-43-240 OFFICE SUPPLIES AND EXPENSE	720.27	7,883.61	13,000.00	5,116.39	60.6
10-43-241 PROGRAMING AND EQUIPMENT	2,486.70	16,735.76	20,000.00	3,264.24	83.7
10-43-243 TREE BOARD EXPENSE	.00	239.92	1,000.00	760.08	24.0
10-43-244 ECONOMIC DEVELOPMENT	10,000.00	10,000.00	10,000.00	.00	100.0
10-43-270 UTILITIES - OFFICE	1,007.37	2,316.20	9,500.00	7,183.80	24.4
10-43-272 UTILITIES - TELEVISION	.00	115.98	330.00	214.02	35.2
10-43-280 TELEPHONE - OFFICE	314.74	1,836.21	5,000.00	3,163.79	36.7
10-43-290 LEASE PAYMENT 405 SOUTH MAIN	1,800.00	6,300.00	12,000.00	5,700.00	52.5
10-43-510 INSURANCE AND BONDS	.00	39,502.08	41,000.00	1,497.92	96.4
10-43-610 MISCELLANEOUS - GENERAL FUND	147.88	16,512.24	6,000.00	( 10,512.24)	275.2
<b>TOTAL ADMINISTRATIVE</b>	<b>24,059.44</b>	<b>156,896.58</b>	<b>222,509.36</b>	<b>65,612.78</b>	<b>70.5</b>
<u>NON-DEPARTMENTAL</u>					
10-50-310 AUDIT SERVICES	.00	11,062.50	11,500.00	437.50	96.2
10-50-320 ATTORNEY RETAINER	500.00	2,500.00	6,000.00	3,500.00	41.7
10-50-321 LEGAL FEES	62.50	1,131.25	2,000.00	868.75	56.6
10-50-340 FIRE CONTROL CONTRIBUTION	1,800.00	1,800.00	1,800.00	.00	100.0
10-50-350 BUILDING INSPECTIONS	.00	2,254.27	8,000.00	5,745.73	28.2
10-50-360 SMALL CLAIMS FEES	87.50	87.50	150.00	62.50	58.3
10-50-380 SHERIFF'S CONTRACT	101,987.19	101,987.19	192,642.47	90,655.28	52.9
10-50-390 ANIMAL CONTROL CONTRIBUTION	.00	.00	11,050.00	11,050.00	.0
<b>TOTAL NON-DEPARTMENTAL</b>	<b>104,437.19</b>	<b>120,822.71</b>	<b>233,142.47</b>	<b>112,319.76</b>	<b>51.8</b>

CITY OF MILFORD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENTAL BUILDINGS</u>					
10-51-270 UTILITIES - SENIOR CITIZEN CEN	451.11	2,063.38	4,500.00	2,436.62	45.9
10-51-480 REPAIRS AND MAIN - BUILDINGS	691.89	1,038.43	25,000.00	23,961.57	4.2
10-51-481 BUILDINGS - SENIOR CITIZEN CEN	.00	102.06	1,200.00	1,097.94	8.5
<b>TOTAL GENERAL GOVERNMENTAL BUILDINGS</b>	<b>1,143.00</b>	<b>3,203.87</b>	<b>30,700.00</b>	<b>27,496.13</b>	<b>10.4</b>
<u>STREETS DEPARTMENT</u>					
10-61-110 SALARIES & WAGES-CROSSING GDS	1,085.28	4,971.66	10,600.00	5,628.34	46.9
10-61-130 BENEFITS - CROSSING GUARDS	124.36	569.76	1,200.00	630.24	47.5
10-61-230 FUEL - STREETS	202.44	2,617.28	6,500.00	3,882.72	40.3
10-61-480 STREETS - OIL AND CHIPS	.00	55,999.72	57,000.00	1,000.28	98.3
10-61-481 STREETS - MAINTENANCE	1,642.46	11,863.39	17,000.00	5,136.61	69.8
10-61-482 STREETS - EQUIPMENT	2,054.70	7,202.02	11,500.00	4,297.98	62.6
10-61-483 STREETS - LIGHTS	2,205.42	11,144.10	27,000.00	15,855.90	41.3
10-61-740 CAPITAL OUTLAY - EQUIPMENT	.00	891.11	20,000.00	19,108.89	4.5
<b>TOTAL STREETS DEPARTMENT</b>	<b>7,314.66</b>	<b>95,259.04</b>	<b>150,800.00</b>	<b>55,540.96</b>	<b>63.2</b>
<u>PARKS</u>					
10-70-110 SALARIES & WAGES - PARKS	638.40	4,230.81	8,299.20	4,068.39	51.0
10-70-111 SALARIES & WAGES - PART TIME	.00	6,628.50	13,000.00	6,371.50	51.0
10-70-130 BENEFITS - PARKS REG	620.30	3,866.17	7,735.39	3,869.22	50.0
10-70-131 BENEFITS - PARKS	.00	683.41	1,300.00	616.59	52.6
10-70-250 EQUIPMENT SUPPLIES & MAIN.	165.27	2,186.91	5,000.00	2,813.09	43.7
10-70-260 PARKS MAINTENANCE	12.09	364.91	2,500.00	2,135.09	14.6
10-70-610 CABOOSE PARK EXPENDITURES	114.65	180.93	500.00	319.07	36.2
10-70-620 RECREATION COMPLEX EXPENSE	6.71	3,169.02	5,000.00	1,830.98	63.4
10-70-630 CEMETERY MAINTENANCE	.00	1,157.35	4,000.00	2,842.65	28.9
10-70-640 PAVILION EXPENSE	10.97	69.10	250.00	180.90	27.6
10-70-650 VETERAN'S PARK EXPENDITURES	61.42	894.88	1,500.00	605.12	59.7
<b>TOTAL PARKS</b>	<b>1,629.81</b>	<b>23,431.99</b>	<b>49,084.59</b>	<b>25,652.60</b>	<b>47.7</b>
<u>GARBAGE COLLECTION</u>					
10-71-420 GARBAGE - DUMPSTER FEES	239.74	1,533.92	3,500.00	1,966.08	43.8
10-71-430 GARBAGE - COLLECTION FEES	6,737.85	33,850.97	84,000.00	50,149.03	40.3
<b>TOTAL GARBAGE COLLECTION</b>	<b>6,977.59</b>	<b>35,384.89</b>	<b>87,500.00</b>	<b>52,115.11</b>	<b>40.4</b>

CITY OF MILFORD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION</u>					
10-72-110 SALARIES & WAGES-RECREATION	91.00	546.00	1,092.00	546.00	50.0
10-72-130 BENEFITS - RECREATION	10.42	62.52	150.00	87.48	41.7
10-72-250 CITY RECREATION-MENS SOFTBALL	.00	1,094.00	1,000.00	( 94.00)	109.4
10-72-251 CITY RECREATION-COED SOFTBALL	.00	1,371.91	1,400.00	28.09	98.0
10-72-253 CITY RECREATION - SUMMER YOUTH	.00	250.00	2,500.00	2,250.00	10.0
10-72-255 CITY RECREATION-FLAG FOOTBALL	.00	777.00	800.00	23.00	97.1
10-72-256 CITY RECREATION-FOOTBALL FULL	350.00	2,961.70	2,500.00	( 461.70)	118.5
10-72-257 CITY RECREATION-BABE RUTH	.00	637.00	2,000.00	1,363.00	31.9
10-72-258 CITY RECREATION-VOLLEYBALL	.00	707.56	750.00	42.44	94.3
10-72-259 CITY RECREATION-WRESTLING	.00	.00	8,000.00	8,000.00	.0
10-72-260 CITY RECREATION-BOY BASKETBALL	1,995.00	1,995.00	2,500.00	505.00	79.8
10-72-262 CITY RECREATION - CAL RIPKEN	.00	774.64	5,500.00	4,725.36	14.1
10-72-263 CITY RECREATION-GIRL BASKETBALL	.00	.00	1,500.00	1,500.00	.0
10-72-270 UTILITIES - BALL PARK	.00	.00	2,000.00	2,000.00	.0
10-72-540 CHRISTMAS LIGHT PROJECT	611.35	638.35	2,500.00	1,861.65	25.5
10-72-550 JULY 4TH EXPENSE	.00	886.76	21,000.00	20,113.24	4.2
10-72-560 CONCESSION EXPENSE	.00	.00	500.00	500.00	.0
10-72-610 MISCELLANEOUS EXPENSE-REC.	.00	1,000.00	2,000.00	1,000.00	50.0
<b>TOTAL RECREATION</b>	<b>3,057.77</b>	<b>13,702.44</b>	<b>57,692.00</b>	<b>43,989.56</b>	<b>23.8</b>
<u>GOLF FUND</u>					
10-73-110 SALARIES & WAGES- GOLF COURSE	.00	6,135.78	8,000.00	1,864.22	76.7
10-73-130 BENEFITS - GOLF COURSE	.00	703.17	800.00	96.83	87.9
10-73-250 REPAIRS AND MAINTENANCE	7.48	1,174.70	5,000.00	3,825.30	23.5
10-73-270 UTILITIES - GOLF COURSE	39.88	1,269.77	3,200.00	1,930.23	39.7
10-73-480 EQUIPMENT & SUPPLIES	.00	165.72	500.00	334.28	33.1
10-73-740 CAPITAL OUTLAY-GOLF COURSE	813.54	4,881.24	9,762.48	4,881.24	50.0
<b>TOTAL GOLF FUND</b>	<b>860.90</b>	<b>14,330.38</b>	<b>27,262.48</b>	<b>12,932.10</b>	<b>52.6</b>
<u>SWIMMING POOL</u>					
10-74-110 SALARIES & WAGES-MANAGER	.00	2,447.84	5,000.00	2,552.16	49.0
10-74-111 SALARIES & WAGES - LIFEGUARDS	.00	12,334.13	26,000.00	13,665.87	47.4
10-74-130 BENEFITS-MANAGER	.00	280.51	800.00	519.49	35.1
10-74-131 BENEFITS - LIFEGUARDS	.00	1,413.45	2,250.00	836.55	62.8
10-74-250 EQUIPMENT SUPPLIES & MAIN.	.00	2,458.13	8,000.00	5,541.87	30.7
10-74-270 UTILITIES - SWIMMING POOL	369.60	6,412.89	10,000.00	3,587.11	64.1
10-74-280 TELEPHONE - SWIMMING POOL	.00	113.22	300.00	186.78	37.7
10-74-610 MISCELLANEOUS EXPENSE-SWIMMING	.00	121.00	2,000.00	1,879.00	6.1
10-74-740 CAPITAL OUTLAY - SWIMMING POOL	.00	.00	38,701.60	38,701.60	.0
<b>TOTAL SWIMMING POOL</b>	<b>369.60</b>	<b>25,581.17</b>	<b>93,051.60</b>	<b>67,470.43</b>	<b>27.5</b>

CITY OF MILFORD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIBRARY</u>					
10-75-110 SALARIES & WAGES - LIBRARIAN	1,260.72	8,979.32	19,094.40	10,115.08	47.0
10-75-111 SALARIES & WAGES - PART TIME	1,287.00	8,489.82	14,200.00	5,710.18	59.8
10-75-130 BENEFITS - LIBRARIAN	144.47	1,037.61	1,900.00	862.39	54.6
10-75-131 BENEFITS - PART TIME	147.49	964.40	1,500.00	535.60	64.3
10-75-230 TRAVEL & CONFERENCES-LIBRARY	240.35	319.35	400.00	80.65	79.8
10-75-250 EQUIPMENT SUPPLIES & MAIN.	333.91	632.47	1,200.00	567.53	52.7
10-75-251 OFFICE SUPPLIES - LIBRARY	.00	525.56	900.00	374.44	58.4
10-75-252 BOOK PURCHASE - LIBRARY	89.15	2,259.10	3,000.00	740.90	75.3
10-75-253 LIBRARY EXPENSE FROM TREASURY	.00	4,795.99	5,000.00	204.01	95.9
10-75-254 SUMMER READING EXPENSE	.00	396.60	600.00	203.40	66.1
10-75-270 UTILITIES - LIBRARY	495.57	1,632.59	4,700.00	3,067.41	34.7
10-75-280 TELEPHONE - LIBRARY	117.71	706.26	1,200.00	493.74	58.9
10-75-290 UTILITIES- INTERNET	95.25	571.50	1,140.00	568.50	50.1
10-75-470 LIBRARY GRANT- CLEF	698.24	3,547.22	6,438.00	2,890.78	55.1
10-75-480 LIBRARY GRANT EXPENDITURES	.00	3,165.10	5,000.00	1,834.90	63.3
10-75-610 MISCELLANEOUS - LIBRARY	15.13	136.11	600.00	463.89	22.7
10-75-740 CAPITAL OUTLAY - EQUIPMENT	.00	2,730.61	5,000.00	2,269.39	54.6
10-75-910 TRANSFER TO MBA FUND	.00	.00	10,000.00	10,000.00	.0
<b>TOTAL LIBRARY</b>	<b>4,924.99</b>	<b>40,889.61</b>	<b>81,872.40</b>	<b>40,982.79</b>	<b>49.9</b>
<u>AIRPORT</u>					
10-76-111 SALARIES & WAGES - PART TIME	600.00	3,054.15	7,200.00	4,145.85	42.4
10-76-130 BENEFITS - PART TIME	.00	.00	720.00	720.00	.0
10-76-131 BENEFITS - MANAGER	108.42	551.89	.00	551.89	.0
10-76-230 TRAVEL AND CONFERENCES	.00	235.84	500.00	264.16	47.2
10-76-250 REPAIRS AND MAINTENANCE	696.17	6,171.57	10,000.00	3,828.43	61.7
10-76-260 OFFICE & RUNWAY IMPROVEMENTS	.00	333,727.81	457,546.48	123,818.67	72.9
10-76-270 UTILITIES - AIRPORT	248.19	949.27	2,500.00	1,550.73	38.0
10-76-280 TELEPHONE - AIRPORT	112.91	603.41	1,800.00	1,196.59	33.5
10-76-290 CREDIT CARD PROCESSING FEE	231.81	1,635.65	3,000.00	1,364.35	54.5
10-76-481 FUEL PURCHASE - JET A	.00	13,442.14	40,000.00	26,557.86	33.6
10-76-482 FUEL PURCHASE - 100 LL	11,163.16	22,497.21	50,000.00	27,502.79	45.0
10-76-610 MISCELLANEOUS - AIRPORT	39.40	943.34	11,500.00	10,556.66	8.2
<b>TOTAL AIRPORT</b>	<b>13,200.06</b>	<b>383,812.28</b>	<b>584,766.48</b>	<b>200,954.20</b>	<b>65.6</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>170,204.21</b>	<b>926,690.16</b>	<b>1,645,381.38</b>	<b>718,691.22</b>	<b>56.3</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 2,485.36)</b>	<b>( 3,865.38)</b>	<b>10,038.33</b>	<b>13,903.71</b>	<b>( 38.5)</b>

CITY OF MILFORD  
 BALANCE SHEET  
 DECEMBER 31, 2015

DEBT SERVICE FUND

ASSETS

30-11900	CASH - COMBINED FUND	(	22,518.00)	
30-12120	ST. TREAS CIB LIBRARY		22,518.00	
30-14150	PROPERTY HELD FOR SALE		97,249.66	
				<u>97,249.66</u>
	TOTAL ASSETS			<u>97,249.66</u>

LIABILITIES AND EQUITY

LIABILITIES

30-23100	DUE FROM OTHER FUNDS		246,293.02	
	TOTAL LIABILITIES			246,293.02

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
30-29610	FUND BALANCE-RESERVED-SID		68,076.46	
30-29800	BEGINNING OF YEAR	(	217,119.82)	
	REVENUE OVER EXPENDITURES - YTD			
	BALANCE - CURRENT DATE	(	149,043.36)	
	TOTAL FUND EQUITY			( 149,043.36)
	TOTAL LIABILITIES AND EQUITY			<u>97,249.66</u>

CITY OF MILFORD  
BALANCE SHEET  
DECEMBER 31, 2015

WATER FUND

ASSETS

51-11900	CASH - COMBINED FUND	212,637.91	
51-12120	ST TREAS-RESTRICTED-BOND S3054	43,205.92	
51-12140	ST TREAS-RESTRICTED-MAIN 5030	39,000.00	
51-12150	ST. TREAS-RESTRICTED-BOND 5030	39,390.00	
51-12170	ST.TREAS-RESTRICTED-MAIN S3024	94,444.14	
51-13110	ACCOUNTS RECEIVABLE	21,422.87	
51-13900	DUE FROM OTHER FUNDS	126,730.82	
51-14200	DEFERRED OUTFLOW OF RESOURCES	7,467.29	
51-15100	NET PENSION ASSET	111.08	
51-16210	BUILDINGS	4,292.50	
51-16310	WATER DISTRIBUTION SYSTEM	2,455,341.01	
51-16510	MACHINERY AND EQUIPMENT	58,633.51	
51-16610	AUTOMOBILES AND TRUCKS	59,270.72	
51-17500	ACCUMULATED DEPRECIATION	( 1,666,082.41)	
	<b>TOTAL ASSETS</b>		<u><u>1,495,865.36</u></u>

LIABILITIES AND EQUITY

LIABILITIES

51-21310	ACCOUNTS PAYABLE	33.32	
51-21320	DEPOSITS PAYABLE	18,330.00	
51-21330	ACCRUED EMPLOYEE BENEFITS	17,384.76	
51-21400	DEFERRED REVENUE	9,000.00	
51-25200	LOAN PAYABLE 35024	321,000.00	
51-25400	LOAN PAYABLE RL5030	39,000.00	
51-25500	WATER FUND INTEREST PAYABLE	5,558.70	
51-25700	NET PENSION LIABILITY	31,033.86	
	<b>TOTAL LIABILITIES</b>		<u>441,340.64</u>

FUND EQUITY

51-26110	DEFERRED INFLOW OF RESOURCES	4,136.22	
	<b>UNAPPROPRIATED FUND BALANCE:</b>		
51-29110	RETAINED EARNINGS-RESERVED	61,139.44	
51-29800	RETAINED EARNINGS-WATER FUND	629,470.51	
51-29900	RETAINED EARNINGS-DESIGNATED	202,500.06	
	REVENUE OVER EXPENDITURES - YTD	157,278.49	
	<b>BALANCE - CURRENT DATE</b>	<u>1,050,388.50</u>	
	<b>TOTAL FUND EQUITY</b>		<u><u>1,054,524.72</u></u>
	<b>TOTAL LIABILITIES AND EQUITY</b>		<u><u>1,495,865.36</u></u>

CITY OF MILFORD  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2015

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUE</u>					
51-37-100 WATER SALES	26,810.97	307,797.31	356,000.00	48,202.69	86.5
51-37-200 WATER CONNECTION FEES	.00	58.32	1,000.00	941.68	5.8
51-37-201 IMPACT FEES	.00	1,276.35	2,500.00	1,223.65	51.1
51-37-300 PENALTIES & FORFEITURES	193.10	1,665.91	3,500.00	1,834.09	47.6
<b>TOTAL OPERATING REVENUE</b>	<b>27,004.07</b>	<b>310,797.89</b>	<b>363,000.00</b>	<b>52,202.11</b>	<b>85.6</b>
<u>INTEREST - OTHER</u>					
51-38-900 MISCELLANEOUS REVENUE	35.00	260.00	2,000.00	1,740.00	13.0
<b>TOTAL INTEREST - OTHER</b>	<b>35.00</b>	<b>260.00</b>	<b>2,000.00</b>	<b>1,740.00</b>	<b>13.0</b>
<b>TOTAL FUND REVENUE</b>	<b>27,039.07</b>	<b>311,057.89</b>	<b>365,000.00</b>	<b>53,942.11</b>	<b>85.2</b>

CITY OF MILFORD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2015

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
51-40-110 SALARIES & WAGES - FOREMAN	3,918.40	25,794.45	50,929.64	25,135.19	50.7
51-40-111 SALARIES & WAGES-OPERATOR A&B	2,393.60	15,883.25	33,196.80	17,313.55	47.9
51-40-112 SALARIES & WAGES-UTILITY CLERK	1,440.80	8,808.27	18,731.58	9,923.31	47.0
51-40-130 BENEFITS - FOREMAN	2,982.96	18,680.06	37,753.14	19,073.08	49.5
51-40-131 BENEFITS - OPERATOR A & B	2,460.28	15,192.95	30,941.54	15,748.59	49.1
51-40-134 BENEFITS - UTILITY CLERK	1,315.61	7,126.37	16,608.89	9,482.52	42.9
51-40-230 WATER FUEL	201.83	2,609.44	6,000.00	3,390.56	43.5
51-40-250 EQUIPMENT SUPPLIES & MAIN.	1,306.24	7,221.88	14,000.00	6,778.12	51.6
51-40-270 UTILITIES - CULINARY	2,159.42	24,851.28	40,000.00	15,148.72	62.1
51-40-271 UTILITIES-PRESSURE PUMP	800.03	4,623.04	8,200.00	3,576.96	56.4
51-40-273 UTILITIES-IRRIGATION	.00	5,165.43	6,000.00	834.57	86.1
51-40-280 TELEPHONE - WATER	105.16	578.73	1,000.00	421.27	57.9
51-40-310 PROFESSIONAL/TECHNICAL SERVICE	40.00	340.00	2,000.00	1,660.00	17.0
51-40-311 LEGAL AND AUDIT SERVICES	.00	3,843.75	4,000.00	156.25	96.1
51-40-481 METER SUPPLIES AND MAINTENANCE	.00	1,812.76	3,000.00	1,187.24	60.4
51-40-510 TRAVEL AND CONFERENCE	.00	.00	1,000.00	1,000.00	.0
51-40-610 MISCELLANEOUS EXPENSE	20.25	387.74	1,500.00	1,112.26	25.9
51-40-630 WATER MASTER PLAN	.00	.00	21,250.00	21,250.00	.0
51-40-650 DEPRECIATION	.00	.00	50,000.00	50,000.00	.0
51-40-812 BOND RL 5030 INTEREST	.00	.00	390.00	390.00	.0
51-40-813 BOND 3S024 INTEREST	10,860.00	10,860.00	10,860.00	.00	100.0
<b>TOTAL EXPENDITURES</b>	<b>30,004.58</b>	<b>153,779.40</b>	<b>357,361.59</b>	<b>203,582.19</b>	<b>43.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>30,004.58</b>	<b>153,779.40</b>	<b>357,361.59</b>	<b>203,582.19</b>	<b>43.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 2,965.51)</b>	<b>157,278.49</b>	<b>7,638.41</b>	<b>( 149,640.08)</b>	<b>2059.1</b>

CITY OF MILFORD  
BALANCE SHEET  
DECEMBER 31, 2015

SEWER FUND

ASSETS

52-11900	CASH - COMBINED FUND	84,334.38	
52-12110	ST. TREAS-DESIGNATED SEWER	63,125.44	
52-12150	ST. TREAS-RESTRICTED MAIN 808	65,000.00	
52-12160	ST. TREAS-RESTRICTED BOND 808	66,000.00	
52-13110	ACCOUNTS RECEIVABLE	28,722.27	
52-13900	DUE FROM OTHER FUNDS	119,562.20	
52-14200	DEFERRED OUTFLOW OF RESOURCES	7,464.63	
52-15100	NET PENSION ASSET	111.04	
52-16110	LAND	29,536.50	
52-16210	BUILDINGS	4,643.20	
52-16310	SEWER SYSTEM	2,132,234.26	
52-16510	MACHINERY AND EQUIPMENT	125,761.11	
52-16610	AUTOMOBILES AND TRUCKS	54,520.72	
52-17500	ACCUMULATED DEPRECIATION	( 1,559,465.85)	
	<b>TOTAL ASSETS</b>		<u><u>1,221,549.90</u></u>

LIABILITIES AND EQUITY

LIABILITIES

52-21330	ACCRUED EMPLOYEE BENEFITS	15,985.91	
52-21400	DEFERRED REVENUE	9,000.00	
52-25400	LOAN PAYABLE - 808	65,305.24	
52-25700	NET PENSION LIABILITY	31,022.82	
	<b>TOTAL LIABILITIES</b>		121,313.97

FUND EQUITY

52-26110	DEFERRED INFLOW OF RESOURCES	4,134.75	
	<b>UNAPPROPRIATED FUND BALANCE:</b>		
52-29110	RETAINED EARNINGS-RESERVED	71,714.23	
52-29800	RETAINED EARNINGS-SEWER FUND	861,507.25	
52-29900	RETAINED EARNINGS-DESIGNATED	128,880.31	
	REVENUE OVER EXPENDITURES - YTD	33,999.39	
	<b>BALANCE - CURRENT DATE</b>	<u>1,096,101.18</u>	
	<b>TOTAL FUND EQUITY</b>		<u>1,100,235.93</u>
	<b>TOTAL LIABILITIES AND EQUITY</b>		<u><u>1,221,549.90</u></u>

CITY OF MILFORD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2015

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUE</u>					
52-37-100 SEWER FEES	22,010.34	133,909.86	260,000.00	126,090.14	51.5
52-37-201 IMPACT FEES	.00	854.49	2,500.00	1,645.51	34.2
52-37-600 INTEREST - SEWER FUND	45.69	245.13	1,000.00	754.87	24.5
<b>TOTAL OPERATING REVENUE</b>	<b>22,056.03</b>	<b>135,009.48</b>	<b>263,500.00</b>	<b>128,490.52</b>	<b>51.2</b>
<u>INTEREST - OTHER</u>					
52-38-900 MISCELLANEOUS REVENUE	.00	50.00	.00	( 50.00)	.0
<b>TOTAL INTEREST - OTHER</b>	<b>.00</b>	<b>50.00</b>	<b>.00</b>	<b>( 50.00)</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>22,056.03</b>	<b>135,059.48</b>	<b>263,500.00</b>	<b>128,440.52</b>	<b>51.3</b>

CITY OF MILFORD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2015

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
52-40-110 SALARIES & WAGES - LEADMAN	3,712.00	24,452.85	48,261.76	23,808.91	50.7
52-40-111 SALARIES & WAGES-OPERATOR A&B	1,915.20	12,692.44	24,897.60	12,205.16	51.0
52-40-114 SALARIES & WAGES-UTILITY CLERK	1,440.80	8,808.26	18,731.58	9,923.32	47.0
52-40-130 BENEFITS - OPERATOR A & B	1,860.83	11,598.09	23,206.15	11,608.06	50.0
52-40-131 BENEFITS - LEADMAN	2,919.50	18,284.58	36,904.65	18,620.07	49.6
52-40-134 BENEFITS - UTILITY CLERK	1,315.57	7,126.05	16,608.89	9,482.84	42.9
52-40-230 FUEL - SEWER	201.83	2,609.44	5,000.00	2,390.56	52.2
52-40-250 EQUIPMENT SUPPLIES & MAIN	641.99	2,646.44	7,000.00	4,353.56	37.8
52-40-270 UTILITIES-ELECTRICAL & GAS	1,108.67	2,666.47	7,500.00	4,833.53	35.6
52-40-280 TELEPHONE - SEWER	33.39	147.97	600.00	452.03	24.7
52-40-310 LEGAL AND AUDIT SERVICES	.00	3,843.75	4,000.00	156.25	96.1
52-40-510 TRAVEL AND CONFERENCE	.00	321.00	1,000.00	679.00	32.1
52-40-610 MISCELLANEOUS EXPENSES	5,714.25	5,862.75	1,000.00	( 4,862.75)	586.3
52-40-650 DEPRECIATION	.00	.00	60,000.00	60,000.00	.0
<b>TOTAL EXPENDITURES</b>	<b>20,864.03</b>	<b>101,060.09</b>	<b>254,710.63</b>	<b>153,650.54</b>	<b>39.7</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>20,864.03</b>	<b>101,060.09</b>	<b>254,710.63</b>	<b>153,650.54</b>	<b>39.7</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>1,192.00</b>	<b>33,999.39</b>	<b>8,789.37</b>	<b>( 25,210.02)</b>	<b>386.8</b>

CITY OF MILFORD  
BALANCE SHEET  
DECEMBER 31, 2015

MUNICIPAL BUILDING AUTHORITY

ASSETS

54-11900	CASH - COMBINED FUND	(	5,004.00)	
54-12100	ST TREAS-RESTRICTED BOND		834.00	
54-12110	ST TREAS CIB LIBRARY	(	5,830.00)	
	TOTAL ASSETS			( 10,000.00)

LIABILITIES AND EQUITY

LIABILITIES

54-25100	BONDS PAYABLE	(	10,000.00)	
	TOTAL LIABILITIES			( 10,000.00)
	TOTAL LIABILITIES AND EQUITY			( 10,000.00)

CITY OF MILFORD  
BALANCE SHEET  
DECEMBER 31, 2015

GENERAL FIXED ASSETS

ASSETS

91-16110	LAND	260,210.36	
91-16210	BUILDINGS	802,160.31	
91-16310	IMPROVEMENTS OTHER THAN BLDGS	2,756,133.93	
91-16410	OFFICE FURNITURE AND EQUIPMENT	67,948.26	
91-16510	MACHINERY AND EQUIPMENT	357,436.93	
91-16610	AUTOMOBILES AND TRUCKS	54,129.00	
91-16710	CAPITAL ASSET - INFRASTRUCTURE	369,412.64	
91-16810	WIP	85,600.00	
		4,753,031.43	4,753,031.43

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
91-29800	BEGINNING OF YEAR	652,156.02	
91-29850	ADDITIONS - CURRENT YEAR	4,100,875.41	
	REVENUE OVER EXPENDITURES - YTD	4,753,031.43	
	BALANCE - CURRENT DATE	4,753,031.43	4,753,031.43
	TOTAL FUND EQUITY		4,753,031.43
	TOTAL LIABILITIES AND EQUITY		4,753,031.43

CITY OF MILFORD  
BALANCE SHEET  
DECEMBER 31, 2015

GENERAL LONG TERM DEBT

ASSETS

95-18100 AMT PROVIDED-GENERAL LT DEBT

315,449.30

TOTAL ASSETS

315,449.30

LIABILITIES AND EQUITY

LIABILITIES

95-21500 ACCRUED EMPLOYEE BENEFITS

12,452.84

95-21700 FAIRWAY MOWER LEASE

9,503.14

95-25102 BONDS PAYABLE -CIB LIBRARY

260,000.00

95-25700 NET PENSION LIABILITY

33,493.32

TOTAL LIABILITIES

315,449.30

TOTAL LIABILITIES AND EQUITY

315,449.30

# Milford Municipal Airport Monthly Fuel Analysis Month December 2015

Date	100 LL	Gallons Sold & Test	Jet A	Gallons Sold & Test	Tie Down	After Hours Fee	Oil	Misc.	Processing Fee	Total
12/1/2015		0		0						\$0.00
12/2/2015	\$169.34	31.95		0					\$5.50	\$163.84
12/3/2015		0		0						\$0.00
12/4/2015		0		0						\$0.00
12/5/2015		0		0						\$0.00
12/6/2015	\$278.82	54.67	\$1,758.50	445.19					\$66.21	\$1,971.11
12/7/2015	\$279.48	54.8	\$198.33	50.21					\$15.53	\$462.28
12/8/2015		0		0						\$0.00
12/9/2015	\$10.25	2.01	\$1,216.76	308.04					\$42.95	\$1,184.06
12/10/2015	\$95.52	18.73		0					\$3.34	\$92.18
12/11/2015		0		0						\$0.00
12/12/2015	\$92.36	18.11		0					\$3.00	\$89.36
12/13/2015		0		0						\$0.00
12/14/2015		0		0						\$0.00
12/15/2015		0		0						\$0.00
12/16/2015		0		0						\$0.00
12/17/2015		0	\$56.17	14.22					\$1.83	\$54.34
12/18/2015		0		0						\$0.00
12/19/2015	\$232.40	45.57	\$652.66	165.23					\$28.76	\$856.30
12/20/2015		0		0						\$0.00
12/21/2015		0		0						\$0.00
12/22/2015		0		0						\$0.00
12/23/2015		0		0						\$0.00
12/24/2015		0		0						\$0.00
12/25/2015		0	\$237.79	60.2					\$7.73	\$230.06
12/26/2015		0		0						\$0.00
12/27/2015		0		0						\$0.00
12/28/2015		0		0						\$0.00
12/29/2015		0		0						\$0.00
12/30/2015		0		0						\$0.00
12/31/2015		0		0						\$0.00
	\$1,158.17	225.84	\$4,120.21	1,043.09	\$0.00	\$0.00	\$0.00	\$0.00	\$174.85	\$5,103.53

## Balance of Funds for Fuel Purchase

Fuel Purchases		
Amount	Gallons	Type
		Jet A
		100 LL

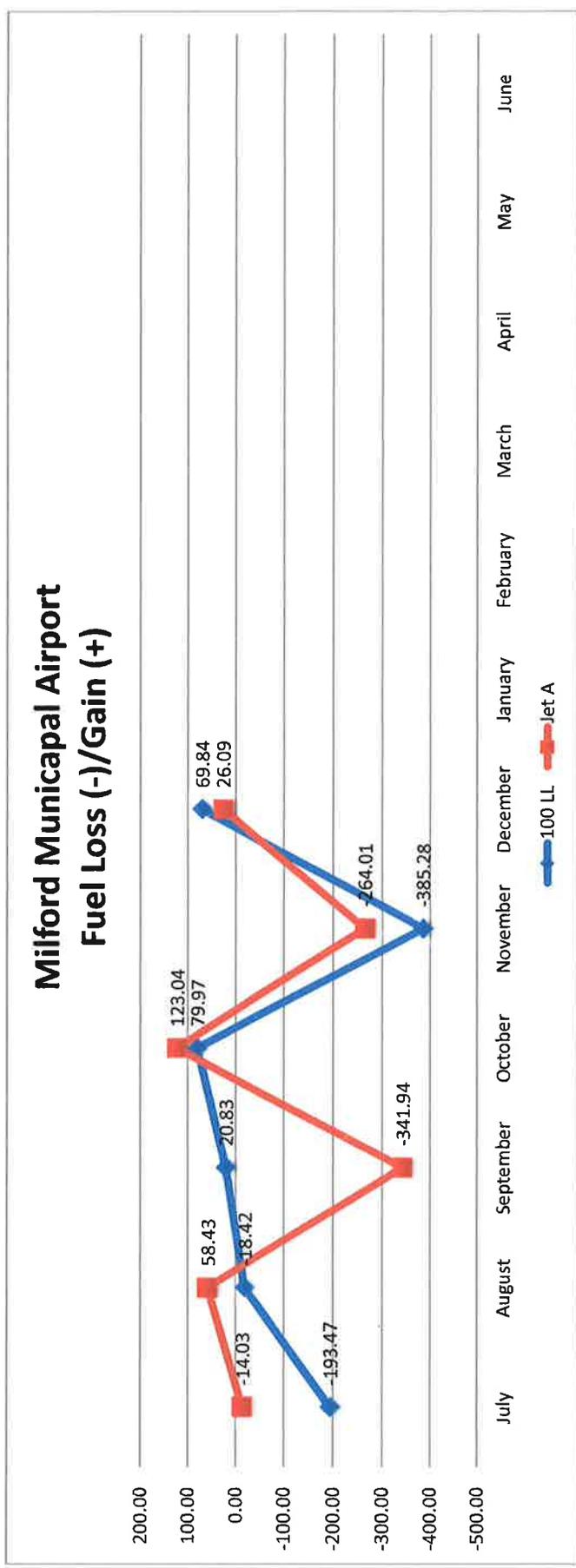
Accumulated Credit Card Balance			
Month Total			
Month Balance	Payments	Description	Balance
			-\$2,158.40
\$5,278.38			\$3,119.98
	\$5,591.46	CC Rem	-\$2,471.48
	\$0.00	Cash	-\$2,471.48

## Inventory of Fuel

	Beginning Reading	Gallons Purchased For Month	Gallons Sold For Month	Actual Ending Reading	Ending Reading	Pump Loss	Cost Per Gallon	Total Inventory
100 LL	4120.00	0.00	225.84	3894.16	3964.00	69.84	\$4.40	\$17,441.60
Jet A	3461.00	0.00	1043.09	2417.91	2444.00	26.09	\$2.77	\$6,769.88
Total	7581.00	0.00	1268.93	6312.07	6408.00	95.93		\$24,211.48

## Milford Municipal Airport Fuel Loss/Gain 2015-2016

	July	August	September	October	November	December	January	February	March	April	May	June
100 LL	-193.47	-18.42	20.83	79.97	-385.28	69.84						
Jet A	-14.03	58.43	-341.94	123.04	-264.01	26.09						



9/22/15 Bart reported that the fuel dispenser read 191.64 gallons however we only sold 19.97. We locked the JET A fuel dispensers and put in a service call on the JET A Dispenser.

We figure someone stole roughly 177 gallons of Jet A Fuel. The Jet A Dispenser will remain out of service until the problem is fixed to prevent anymore fuel from being stole. After having Westech onsite the Jet A Dispensers pulsifer board has burned out. It not covered by warranty-MB

1 **Minutes of the Regular Meeting of the Milford City Council held on Tuesday, December 15, 2015 at**  
2 **7:00 p.m. at the City Offices located at 405 South Main, Milford, Utah.**

---

3  
4 **MEMBERS PRESENT:** Mayor Davis, Council Members Aaron Cox, Karrie Davis, Wayne Hardy, Troy  
5 Netto, and Russell Smith

6 **ABSENT:** None

7 **STAFF PRESENT:** City Administrator Makayla Bealer, Administrative Assistant Lisa Thompson, City  
8 Recorder Monica Seifers, City Foreman Ben Stewart, Attorney Leo Kanell

9 **VISITORS:** Mel and Beverly Prodzinski, Terry Wiseman, Les Whitney

10  
11 **CALL TO ORDER**

12 Mayor Nolan Davis called the meeting to order at 7:00 p.m.

13  
14 Mayor Davis presented Council Members Troy Netto and Karrie Davis with plaques thanking them for their  
15 dedication and service to Milford City during their terms stating that he had enjoyed working with them both  
16 and appreciated their time and effort during their terms.

17 Council Member Netto was excused to attend another engagement.

18  
19 **RECOGNITION OF VISITOR'S RELATING TO CITY BUSINESS**

20 None.

21  
22 **CONSENT ISSUES (7:03)**

23 ➤ Consent issues including bills and payroll, Financial Report November 2015 and Minutes of November  
24 17, 2015 Regular Meeting were presented.

25 ➤ *MOTION: Council Member Russell Smith moved to approve the consent issues as presented. Motion was*  
26 *seconded by Council Member Wayne Hardy. All in favor, motion carried.*

27  
28 **NEW BUSINESS**

29 None

30  
31 **OLD BUSINESS**

32 **Discuss Reimbursement for 4 North 400 West (7:03)**

33 ➤ The invoice was received from Rollins Construction and presented to Council. The invoice was broken  
34 down as follows: Pipe and footings (inside curb to house) - \$600.00; Track hoe back hoe casing ram  
35 (inside curb to the house) - \$2,000.00; Pipe and fittings (inside curb to street) - \$600.00; Track hoe back  
36 hoe casing ram (inside curb to street) - \$5,000.00.

37 ➤ The original bid received from Rollins was \$11,000.00, but the Council wanted the City crew to perform  
38 the work, so the crew did the asphalt and that reduced the bid by \$2,800.00.

39 ➤ Attorney Leo Kanell inquired why the invoice was split out.

40 ➤ Administrator Bealer explained that in a previous meeting the Council requested to have the invoice split  
41 out. Council Member Cox wanted it split out so the property owners could take care of the lateral and the  
42 City could take care of from the curb out.

43 ➤ Mayor Davis explained that the City did not know how it was all approached back in 1995. He asked Mrs.  
44 Prodzinski if she was asked by anyone on the project back in 1995. She replied no. Mayor Davis  
45 explained that he had met with Sunrise Engineering and they felt that it was probably used as a lateral, but  
46 there was probably two or three homes on that lateral and it was abandoned across the street to the south  
47 and everyone tied into the new system, except this one, unbeknown to everybody. They feel that it partly  
48 collapsed due to heavy traffic on that road. There was no way to rectify the situation without digging  
49 Center Street up all the way from 300 West to 400 West, which was way too costly. The easiest way to  
50 resolve this was to go to the west.

51 ➤ Council Member Davis inquired if it was an error on the City's part.

52 ➤ Mayor Davis stated that he did not know if it was the City's or the contractor's error back in 1995.

53 ➤ Foreman Stewart explained that the As-Built map (from the project engineer) showed a stub for future to  
54 the west, he assumed that they thought that it might go that way some time in the future, but he didn't  
55 know. Mayor Davis added that this was not the first case where they (contractor) failed to hook the sewer  
56 up to the new connection.

57 ➤ Mel Prodzinski stated that the lateral line across the property was good, because they went in with a  
58 tracer.

- 59 > Mayor Davis replied that no one would disagree with that comment. Everyone that was up there and  
60 working on the project understands. In talking with the engineers from Sunrise, they agreed with the  
61 information provided by the City. They felt it was a combination of time and traffic, there was probably  
62 not a lot left of that line.
- 63 > Mr. Prodzinski cited that Mrs. Prodzinski had already paid out over \$2,500.00 to find out where the line  
64 went and proving where the line went. He added that there was still a possibility of problems in the spring  
65 that the sidewalk, curb, and that other driveway may collapse where they went under it and it didn't get  
66 compacted but Rollins said they wouldn't know until spring.
- 67 > Mayor Davis replied that it would be up to Rollins in the spring.
- 68 > From the curb to the main line was \$5600.00, from the curb in to the house was \$2600.00. The City has  
69 already performed the asphalt which, with man hours included, cost \$1620.00.
- 70 > Council Member Cox believed that the City should be responsible for from the curb to the main line.  
71 Council Member Hardy agreed.
- 72 > *MOTION: Council Member Wayne Hardy made a motion for the City to pay \$5600.00 and the  
73 Prodzinski's pay \$2600.00. Seconded by Russell Smith. All in favor, motion carried.*  
74

#### **ORDINANCE AND RESOLUTIONS (7:13)**

- 76 > **Resolution 17-2015 "Designation of Enterprise Zones"**
- 77 > City Administrator Bealer explained the Enterprise Zones and the opportunities it would open up for  
78 businesses. The City adopted Enterprise Zones back in 2008 but must refile every five years. Mayor  
79 Davis added that this was also a requirement for the Rural Fast Track grants which could be beneficial to  
80 businesses.
- 81 > *MOTION: Council Member Karrie Davis moved to adopt Resolution 17-2015 "Designation of Enterprise  
82 Zones". Motion was seconded by Council Member Russell Smith. Roll Call Votes: Aaron Cox - Yes,  
83 Karrie Davis - Yes, Russell Smith - Yes, Wayne Hardy - Yes. Motion carried.*  
84

#### **COMMENTS (7:17)**

##### **Staff Member Reports and Comments**

###### Leo Kanell, City Attorney

- 88 > No reports or comments.

###### Makayla Bealer, City Administrator

- 90 > Received confirmation from UPRR regarding the culvert. Once signed, Milford City would have the right  
91 to make repairs to the culvert by Duke Barnes' shop at 300 South and 100 East. Attorney Kanell to review  
92 and will be placed on January agenda.

###### Monica Seifers, City Recorder

- 94 > No reports or comments.

###### Ben Stewart, City Foreman

- 96 > No reports or comments.

###### Lisa Thompson, Administrative Assistant

- 98 > No reports or comments.  
99

##### **Council Member Reports and Comments**

###### Council Member Aaron Cox: Streets, Public Safety & Law Enforcement, Beautification

- 102 > No comments or reports.

###### Council Member Karrie Davis: Planning and Zoning Commission, Library

- 104 > Commented that it had been her pleasure to serve with all in the room.

###### Council Member Wayne Hardy: Airport, Water, Beautification

- 106 > No comments or reports.

###### Council Member Troy Netto

- 108 > Excused.

###### Council Member Russell Smith: Cemetery, Buildings and Equipment, Sewer

- 110 > No reports or comments.

###### Mayor Nolan Davis: Waste Management Board, Economic Development, Five County Steering Commission

- 112 > No reports or comments.  
113

#### **MEETING ADJOURNMENT**

115 *As there was no further business the meeting was adjourned at 7:20 pm.*  
116



## Milford City Appointments 2016

Waste Management Board Economic Development Five County Steering LIC Committee	Nolan Davis
Water Public Safety & Law Enforcement Beautification	Aaron Cox
Airport Recreation (Golf Course, Parks, Rec Programs, Swimming Pool) Beautification	Wayne Hardy
Cemetery Sewer	Russell Smith
Planning and Zoning Committee Buildings and Equipment	Les Whitney
Library Streets	Terry Wiseman
City Administrator/Treasurer/Budget Officer	Makayla Bealer
Beautification/Zoning Administrator CHERC & LEPC Representative	Lisa Thompson
City Recorder/Utility Clerk/Records Officer	Monica Seifers
City Attorney	Leo Kanell
Building Official	Kyle Blackner
Civil Engineer	Sunrise Engineering
Health Inspector	Southwest Public Health

Milford City Appointments

1/12/2016

Committee	Name	Original Appointment Date	Term Expiration Date	Terms	Replaced
Beautification Board	Hardy, Wayne	n/a	Council Member		
Beautification Board	Rose, Ricky	n/a	resident		
Beautification Board	Nelson, Karen	n/a	Resident		
Beautification Board	Cox, Aaron	n/a	Council Member		
Beautification Board	Whitney, Les	n/a	Fire Chief		
Board of Adjustment	None	n/a	Alternate		
Board of Adjustments	Conard, Audrey	4/11/2012	12/31/2018		
Board of Adjustments	Mayer, Gary	1/1/2005	12/31/2016		
Board of Adjustments	Davis, Norm	10/7/2014	12/31/2019		
Board of Adjustments	Cox, Jennifer	1/1/2004	12/31/2019		
Board of Adjustments	Bridge, Lola	1/1/2005	12/31/2016		
Industrial Park Board		n/a	Mayor		
Industrial Park Board	McDermott, Richard	n/a	Property Owner		
Industrial Park Board		n/a	Council Member		
Industrial Park Board		n/a	Planning & Zoning		
Industrial Park Board	Potter, Dwight	n/a	Circle Four Farms		
Industrial Park Board	Heaton, Tom		Utah Power and Light		
Library	Cox, Maxine	11/18/2014	12/31/2017	1	
Library	Davis, Madeline	2/18/2014	12/31/2016	1	
Library	Williams, Miranda	11/18/2014	12/31/2018	1	
Library	Wiseman, Terry	Council Member	Council Member		
Library	Williams, Toni	2/18/2014	12/31/2016	1	
Library	Carter, John	2/18/2014	12/31/2017	1	
Library	Noyes, Don	11/18/2014	12/31/2018	1	
Library	Cox, Alison	11/18/2014	12/31/2018	1	
Planning	Walker, Garland	1/19/16	12/31/2018		Les Whitney
Planning	Thompson, Kelly	10/28/2014	12/31/2019		
Planning	Schofield, Nick	1/19/16	12/31/2016		Lisa Carter
Planning	Stewart, Patricia	10/16/2012	12/31/2019		
Planning	Whitney, Les	n/a	City Representative		Karrie Davis
Planning	Craw, Michelle	1/19/16	12/31/2016		Terry Wiseman
Planning	Ambrose, Luke	2/15/2011	12/31/2018		



# UTAH STATE TREASURY

## WITHDRAWAL FORM

Date: 12.18.15

Reason for withdrawal: Payment for Bonds

Total amount to be withdrawn: 61,800.00

(If applicable)

Bond #: M1040 - Library

Payment Amount: 10,000.00

Bond #: 35024 - Water

Payment Amount: 51,800.00

On the 19th day of January, 2016, We hereby approve the Milford City Treasurer to withdraw funds from the Utah State Treasury.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Milford City

By: \_\_\_\_\_

Attest:

Nolan Davis, Mayor

\_\_\_\_\_  
Monica D. Seifers, City Recorder

UTAH STATE DIVISION OF FINANCE  
 2110 STATE OFFICE BUILDING  
 PO BOX 141031  
 SALT LAKE CITY UT 84114-1031  
 (801) 538-1683

Page: 1 Period Ending: 12/31/15

Loan Number....: M1046 CE

Address .....: SERIES 2010

Frower ID Code: 0323

MILFORD CITY  
 NEDRA KENNEDY  
 302 S MAIN  
 PO BOX 69  
 MILFORD UT 84751

\*\*\*\*\*  
 \* Please Remit 10,000.00 \*  
 \*\*\*\*\*  
 TERMS: Payment is Due 01/01/16

\*\*\*\*\* BALANCE AS OF 12/02/15 \*\*\*\*\*

Current Loan Amount..	300,000.00	Borrower Funds Bal...	0.00
Original Loan Amount.	300,000.00	Interest Reserve Bal.	0.00
Interest Margin/Rate.	0.0000	Net Prin Undisbursed.	0.00
Billing Rate.....	0.0000	Total LIP Undisbursed	0.00
Interest Paid YTD....	0.00	LIP Disbursed to Date	300,000.00

\*\*\*\*\* Activity this period \*\*\*\*\* Receivables this period \*\*\*\*\*

Prev. Principal Bal..	270,000.00	Prev Balance Due.....	10,000.00
Loan Funds Disbursed.	0.00	Pymts To Interest....	0.00
Payments Received....	10,000.00	Pymts To Princ Due...	10,000.00
Rate Option Transfers	0.00	Pymts To Late Charge.	0.00
Current Balance.....	260,000.00	Pymts To Escrows.....	0.00
		Pymts To Fees.....	0.00
Prev. Borr Fund Bal..	0.00	Past Due Amount.....	0.00
Current Disbursements	0.00		
Adjustment Journals..	0.00	Interest Bill Adj....	0.00
Current Balance:.....	0.00	Current Interest Due.	0.00
		Interest Estimate....	0.00
Prev. Defer Int. Bal.	0.00	Interest Adjustments.	0.00
Applied to Principal.	0.00	Principal Due.....	10,000.00
Deferred this period.	0.00	Late Charges Due.....	0.00
End Deferred Int Bal.	0.00	Escrows Due.....	0.00
Collect Rate.....	0.0000	Fees Due.....	0.00

Branch: CE  
 Loan..: M1046

\*\*\*\*\*  
 \*Statement Amount..... 10,000.00 \*  
 \*Interest To Be Applied From Reserve 0.00 \*  
 \*Amount to be Remitted..... 10,000.00 \*  
 \*\*\*\*\*

If payment is not received by 01/31/16, it will be subject to a late charge and additional interest as provided in the Note.

Vendor Approval

Vendor No. 2755

Date Entered 12/18/15

GL Acct. No. 5425100

Amount 10,000.00

UTAH STATE DIVISION OF FINANCE  
2110 STATE OFFICE BUILDING  
PO BOX 141031  
SALT LAKE CITY UT 84114-1031  
(801) 538-1683

Page: 1 Period Ending: 12/31/15

Loan Number....: 3S024

DDW2

Address .....: SERIES 2000

Borrower ID Code: 0323

MILFORD CITY  
NEDRA KENNEDY  
302 S MAIN  
PO BOX 69  
MILFORD

UT 84751

\*\*\*\*\*  
\* Please Remit 51,860.00 \*  
\*\*\*\*\*  
TERMS: Payment is Due 01/01/16

\*\*\*\*\* BALANCE AS OF 12/02/15 \*\*\*\*\*

Current Loan Amount..	766,000.00	Borrower Funds Bal...	0.00
Original Loan Amount.	766,000.00	Interest Reserve Bal.	0.00
Interest Margin/Rate.	3.0000	Net Prin Undisbursed.	0.00
Billing Rate.....	3.0000	Total LIP Undisbursed	0.00
Interest Paid YTD....	0.00	LIP Disbursed to Date	766,000.00

\*\*\*\*\* Activity this period \*\*\*\*\* Receivables this period \*\*\*\*\*

Prev. Principal Bal..	402,000.00	Prev Balance Due.....	52,060.00
Loan Funds Disbursed.	0.00	Pymts To Interest....	12,060.00
Payments Received....	40,000.00	Pymts To Princ Due...	40,000.00
Rate Option Transfers	0.00	Pymts To Late Charge.	0.00
Current Balance.....	362,000.00	Pymts To Escrows.....	0.00
		Pymts To Fees.....	0.00
Prev. Borr Fund Bal..	0.00	Past Due Amount.....	0.00
Current Disbursements	0.00		
Adjustment Journals..	0.00	Interest Bill Adj....	0.00
Current Balance:.....	0.00	Current Interest Due.	10,015.35
		Interest Estimate....	844.66
Prev. Defer Int. Bal.	0.00	Interest Adjustments.	0.01-
Applied to Principal.	0.00	Principal Due.....	41,000.00
Deferred this period.	0.00	Late Charges Due.....	0.00
End Deferred Int Bal.	0.00	Escrows Due.....	0.00
Collect Rate.....	0.0000	Fees Due.....	0.00

Branch: DDW2  
Loan...: 3S024

\*\*\*\*\*  
\*Statement Amount..... 51,860.00 \*  
\*Interest To Be Applied From Reserve 0.00 \*  
\*Amount to be Remitted..... 51,860.00 \*  
\*\*\*\*\*

If payment is not received by 01/31/16, it will be subject to a late charge and additional interest as provided in the Note.

Vendor Approval

Vendor No. 2755  
Date Entered 12.18.15  
GL Acct. No. SP117  
Amount 51860.00



# UTAH STATE TREASURY

## WITHDRAWAL FORM

Date: 1-11-10

Reason for withdrawal: Bond payment - Final

Total amount to be withdrawn: \$ 105,305.24

(If applicable)

Bond #: 808

Payment Amount: \$ 105,305.24

Bond #: \_\_\_\_\_

Payment Amount: \_\_\_\_\_

On the 19th day of January, 2016, We hereby approve the Milford City Treasurer to withdraw funds from the Utah State Treasury.

Ayes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nays: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Absent: \_\_\_\_\_  
\_\_\_\_\_

Milford City

By: \_\_\_\_\_

Nolan Davis, Mayor

Attest:

\_\_\_\_\_

Monica D. Seifers, City Recorder

UTAH STATE DIVISION OF FINANCE  
 2110 STATE OFFICE BUILDING  
 PO BOX 141031  
 SALT LAKE CITY UT 84114-1031  
 (801) 538-1683

Page: 1 Period Ending: 01/31/16

Loan Number....: 135 000808 DWQ

Address .....: SERIES 1995

*FINAL P1*

Borrower ID Code: 0323

MILFORD CITY  
 NEDRA KENNEDY  
 302 S MAIN  
 PO BOX 69  
 MILFORD UT 84751

\*\*\*\*\*  
 \* Please Remit 65,305.24 \*  
 \*\*\*\*\*  
 TERMS: Payment is Due 02/01/16

\*\*\*\*\* BALANCE AS OF 01/04/16 \*\*\*\*\*

Current Loan Amount..	1,304,000.00	Borrower Funds Bal...	0.00
Original Loan Amount.	1,304,000.00	Interest Reserve Bal.	0.00
Interest Margin/Rate.	0.0000	Net Prin Undisbursed.	0.00
Billing Rate.....	0.0000	Total LIP Undisbursed	0.00
Interest Paid YTD....	0.00	LIP Disbursed to Date	1,304,000.00

\*\*\*\*\* Activity this period \*\*\*\*\* Receivables this period \*\*\*\*\*

Prev. Principal Bal..	131,305.24	Prev Balance Due.....	66,000.00
Loan Funds Disbursed.	0.00	Pymts To Interest....	0.00
Payments Received....	66,000.00	Pymts To Princ Due...	66,000.00
Rate Option Transfers	0.00	Pymts To Late Charge.	0.00
Current Balance.....	65,305.24	Pymts To Escrows.....	0.00
Prev. Borr Fund Bal..	0.00	Pymts To Fees.....	0.00
Current Disbursements	0.00	Past Due Amount.....	0.00
Adjustment Journals..	0.00	Interest Bill Adj....	0.00
Current Balance:.....	0.00	Current Interest Due.	0.00
Prev. Defer Int. Bal.	0.00	Interest Estimate....	0.00
Applied to Principal.	0.00	Interest Adjustments.	0.00
Deferred this period.	0.00	Principal Due.....	65,305.24
End Deferred Int Bal.	0.00	Late Charges Due.....	0.00
Collect Rate.....	0.0000	Escrows Due.....	0.00
		Fees Due.....	0.00

Branch: DWQ2  
 Loan...: 135 000808  
 \*\*\*\*\*  
 \*Statement Amount..... 65,305.24 \*  
 \*Interest To Be Applied From Reserve 0.00 \*  
 \*Amount to be Remitted..... 65,305.24 \*  
 \*\*\*\*\*

*FINAL Pmt*

If payment is not received by 03/02/16, it will be subject to a late charge and additional interest as provided in the Note.

\_\_\_\_\_ Approval  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



## MAINTENANCE CONSENT LETTER

DATE : December 07, 2015

Folder: 641-60

MAKAYLA BEALER  
MILFORD, CITY OF  
P.O. BOX 69  
MILFORD UT 84751

Dear Ms. Makayla Bealer

Please refer to your maintenance application of 9/23/2015, requesting approval from Union Pacific Railroad Company, (hereinafter the "Railroad Company") of MILFORD, CITY OF, (hereinafter the "Utility") intention to repair/replace an existing 15 inch culvert,, covered by Audit Number 109079 at Mile Post 576.93, on the Lynndyl Subdivision at or near MILFORD City, Beaver County, Utah State. Attached hereto is a Railroad Location Print marked **EXHIBIT A**, each attached hereto and hereby made a part hereof, which illustrate the location and specifications of the subject project.

This letter will serve as notification that the Railroad Company approves of your intentions above stated intentions.

It is understood and acknowledged that the Utility shall reimburse the Railroad Company for all expenses incurred by the Railroad Company for employment of flagmen, inspectors and other employees required to protect the right of way and property of the Railroad Company from damage arising out of and/or from the work on the utility line. The Utility shall reimburse the Railroad Company for such expenses within thirty (30) days after presentation of bill for such expenses.

**This consent for maintenance will expire one (1) year from the date hereof. If the work is not completed by the date herein you must contact the Railroad Company and request an extension of this Maintenance Consent Letter.**

If a contractor is to do any of the work performed on or about the Railroad Company's property, then Utility shall require its contractor to execute the Railroad Company's form Contractor's Right of Entry Agreement, **EXHIBIT B**. Utility acknowledges receipt of a copy of Contractor's Right of Entry Agreement and understanding its term, provisions and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Utility's contractor be allowed on or about the Railroad Company's property without first executing the Contractor's Right of Entry Agreement.

In order to protect the operations of the Railroad Company as well as for safety reasons, it is imperative that the Utility notify our Managers of Track Maintenance and Signal Maintenance at the following offices:

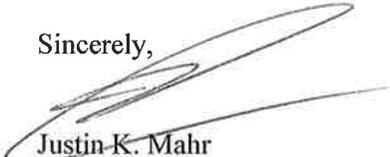
<p>ROBERT S. MAXWELL MGR TRACK MNTCE BROWNS PARK, PO BOX 867 CALIENTE, NV 89008 Work Phone: 402 501-3574 Cell Phone: 775 962-1555</p>	<p>JEREMY HALBARDIER MGR SIGNAL MNTCE 1001 IRON HORSE CT LAS VEGAS, NV 89106 Work Phone: 702 388-9207 Cell Phone: 402 689-1244</p>
---	--

no less than ten (10) days in advance of any construction on, along, or across the Railroad Company's right of way and/or tracks.

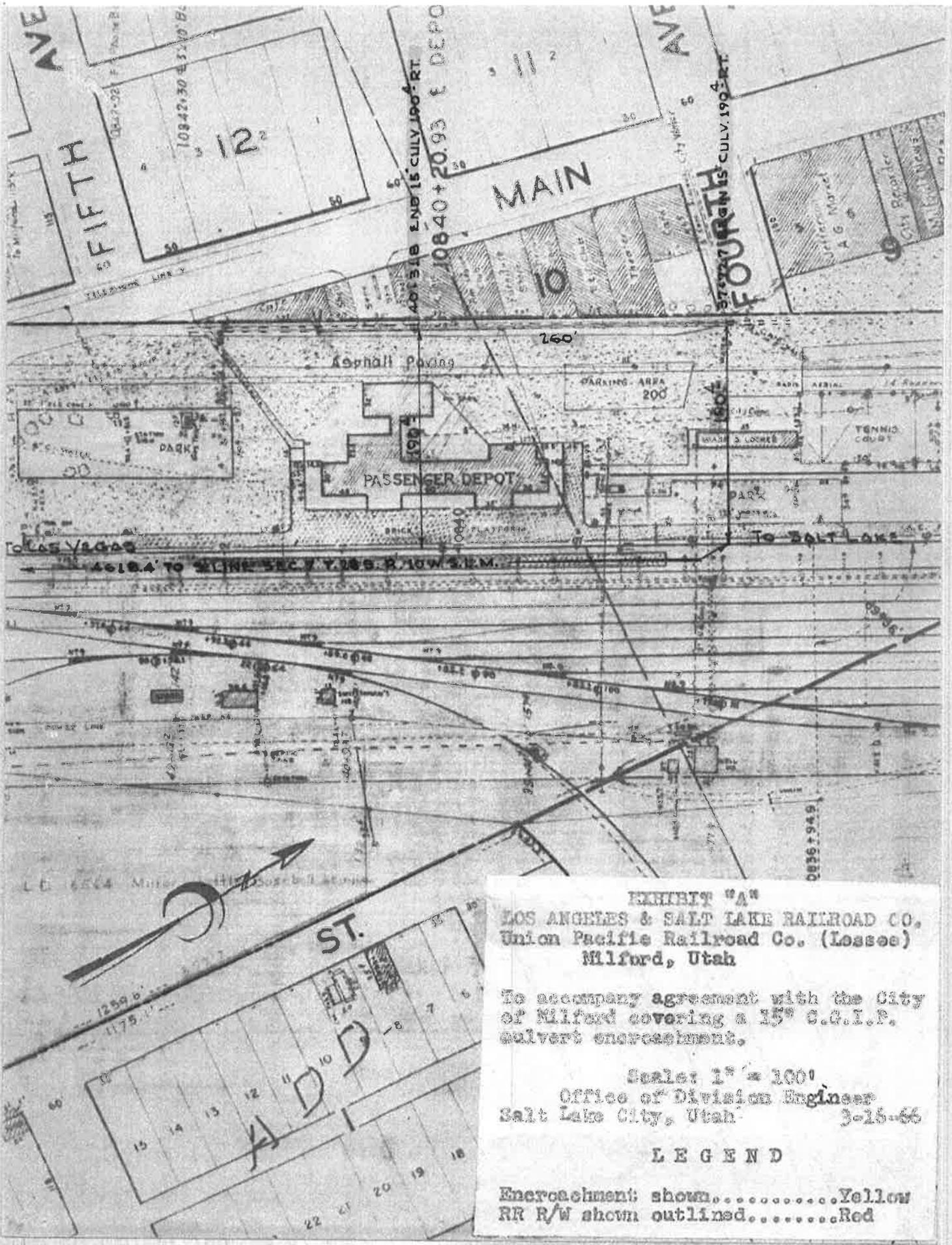
The Railroad Company has authorized the installation of fiber optics cable facilities on its property in certain areas. Prior to using the Railroad Company's property covered herein, you must contact the Railroad Company at **1-800-336-9193** to determine if a fiber optic cable is buried on the subject property. When you or your representative enters the Railroad Company's property, a copy of this letter must be available at the site to be shown on request to any Railroad Company employee or official.

If you have any questions or concerns pertaining to this permit, feel free to contact Justin K. Mahr at (402) 544-8571. or JKMAHR@up.com

Sincerely,



Justin K. Mahr  
Manager – Real Estate



**EXHIBIT "A"**  
**LOS ANGELES & SALT LAKE RAILROAD CO.,**  
**Union Pacific Railroad Co. (Lessee)**  
**Milford, Utah**

To accompany agreement with the City of Milford covering a 15' C.G.I.P. culvert encroachment.

Scale: 1" = 100'  
 Office of Division Engineer  
 Salt Lake City, Utah 3-15-66

**LEGEND**

Encroachment shown.....Yellow  
 RR R/W shown outlined.....Red

**EXHIBIT B**  
**TO**  
**MAINTENANCE CONSENT LETTER**

PL X&E ROE 940201  
Form Approved, AVP-Law  
08/25/2006

Folder No. 00641-60

**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into as of the 12/7/2015 by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Railroad") and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"), to be addressed at \_\_\_\_\_.

**RECITALS:**

The Contractor has been hired by **MILFORD, CITY OF** to repair/replace an existing 15 inch culvert on its existing crossing (the "work"), with all or a portion of such work to be performed on property of Railroad AT Mile Post 576.93, on the Lynndyl Subdivision at or near MILFORD City, Beaver County, Utah State. pursuant to a Maintenance Consent Letter between Railroad and MILFORD, CITY OF dated 12/7/2015 as such location is also shown on the print marked **Exhibit A** attached hereto and hereby made a part hereof.

Railroad is willing to permit Contractor to perform the work described above at the location describe above subject to the terms and conditions contained in this Agreement.

**AGREEMENT:**

NOW, THEREFORE, it is mutually agreed by and between the Railroad and Contractor, as follows:

**Article I. DEFINITION OF CONTRACTOR.**

For purposes of this Agreement, all references in this Agreement to the Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

**Article II. RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing any work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article IV, and is strictly limited to the scope of work identified to the Railroad, as determined by the Railroad in its sole discretion, and for no other purpose.

**Article III. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.**

The terms and conditions contained in **Exhibit B, C and D**, attached hereto, are hereby made a part of this Agreement.

**Article IV. ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

ROBERT S. MAXWELL MGR TRACK MNTCE BROWNS PARK, PO BOX 867 CALIENTE, NV 89008 Work Phone: 402 501-3574 Cell Phone: 775 962-1555	JEREMY HALBARDIER MGR SIGNAL MNTCE 1001 IRON HORSE CT LAS VEGAS, NV 89106 Work Phone: 702 388-9207 Cell Phone: 402 689-1244
---	--

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**Article V. TERM; TERMINATION.**

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue for one (1) year, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**Article VI. CERTIFICATE OF INSURANCE.**

A. Before commencing any work, Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in **Exhibit C** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Folder No: 00641-60  
Union Pacific Railroad Company  
1400 Douglas Street STOP 1690  
Omaha, Nebraska 68179-1690

**Article VII. CHOICE OF FORUM.**

Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the States of Nebraska and Utah only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

**Article VIII. DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**Article IX. ADMINISTRATIVE FEE.**

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad One Thousand Dollars (\$1,000.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

**Article X. CROSSINGS.**

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

**Article XI. EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

By: \_\_\_\_\_  
Justin K. Mahr

\_\_\_\_\_  
(Contractor Name)

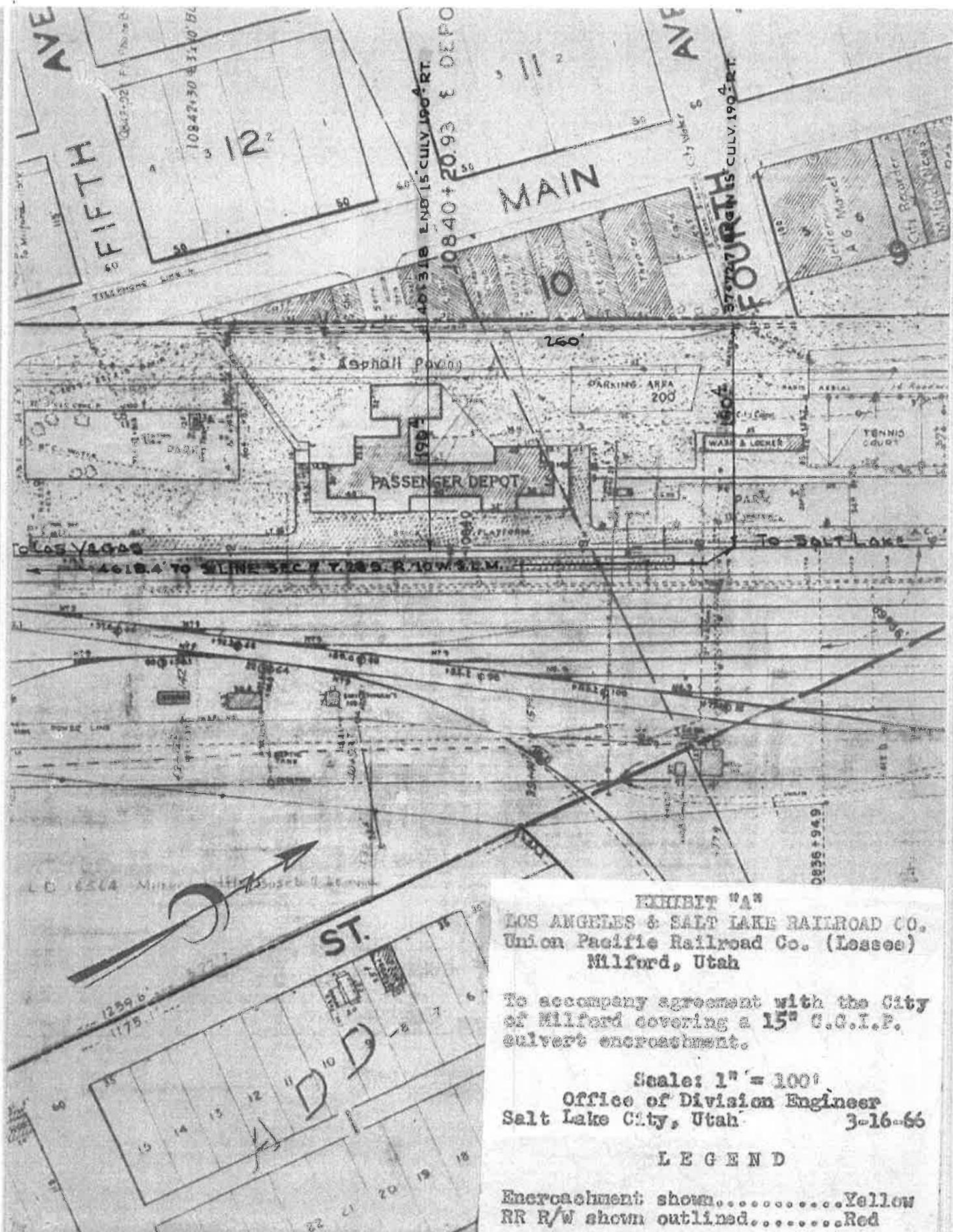
By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_



**EXHIBIT "A"**  
**LOS ANGELES & SALT LAKE RAILROAD CO.,**  
**Union Pacific Railroad Co. (Lessee)**  
**Milford, Utah**

To accompany agreement with the City  
 of Milford covering a 15' C.C.I.F.  
 culvert encroachment.

Scale: 1" = 100'  
 Office of Division Engineer  
 Salt Lake City, Utah 3-16-66

**LEGEND**

Encroachment shown.....Yellow  
 RR R/W shown outlined.....Red

**EXHIBIT B**  
**To**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Section 1.     NOTICE OF COMMENCEMENT OF WORK - FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in

compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

**Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

**Section 8. INDEMNITY.**

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify Railroad under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against Railroad.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors, and shall require all subcontractors to maintain the insurance coverage required to be maintained by Contractor as provided in this Agreement, and to indemnify Contractor and Railroad to the same extent as Railroad is indemnified by Contractor under this Agreement.

08/24/06

**EXHIBIT C  
TO  
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Union Pacific Railroad Company**

**Insurance Provisions For  
Contractor's Right of Entry Agreement**

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from the Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the insurance coverage listed below.

Before commencing any work, the Contractor will provide the Railroad with a Certificate issued by its insurance carrier providing the insurance coverage required pursuant to the Exhibit C of this Agreement in a policy which contains the following type of endorsement:

"Union Pacific Railroad Company is named as additional insured with respect to all liabilities arising out of Insured's, as Licensee, performance of any work on the property of the Railroad."

- A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

- B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

- Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) if required by law.

**C. Workers Compensation and Employers Liability insurance.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excel workers compensation coverage must be provided. Coverage must include liability arising out of the U.S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

**D. Railroad Protective Liability insurance.** Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

**E. Umbrella or Excess insurance.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

**F. Pollution Liability insurance.** Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### **Other Requirements**

**G.** All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to

Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

**EXHIBIT D**  
**SAFETY STANDARDS**

**MINIMUM SAFETY REQUIREMENTS**

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

**I. Clothing**

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

**II. Personal Protective Equipment**

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

### III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

### IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
  - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
  - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

## V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
  - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
  - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
  - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
  - (v) Before stepping over or crossing tracks, look in both directions first.
  - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.