



City of Milford

Mayor
Nolan Davis

City Administrator
Makayla Bealer

City Council
Russell Smith
Ian Spaulding
Les Whitney
Terry Wiseman
Shane Yardley

NOTICE AND AGENDA

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Milford, Utah will hold a meeting at **4:00 PM** at the **Milford City Administrative Office, Council Chambers, 26 South 100 West, Milford, Utah** for the purposes described below on **Tuesday, July 16, 2019**.

- 1. MAYOR'S WELCOME & CALL TO ORDER:** Roll Call & Pledge of Allegiance
- 2. VISITORS**
 - a. Jesse Ralphs, Sunrise Engineering: Culinary Water Project
 - b. Adrien Jones: Discuss Water Service at 1 West Center and 17 West Center
 - c. Cody Deeter: Presentation of Municipal Advisor for Milford Water Culinary Project
- 3. CONSENT ISSUES**
 - a. Financial report June 2019
 - b. Approval of bills and payroll
 - c. Approval of minutes: June 18, 2019 Budget Hearing for FY2019-2020 Operating Budget; June 18, 2019 Regular Council Meeting
- 4. NEW BUSINESS**
 - a. Approval of Memorandum of Understanding with Milford Memorial Hospital
 - b. Approval of ServLine Policy Renewal 8/1/2019 through 8/1/2020
 - c. Approval of Addendum to Memorandum of Understanding for Library Courier Services
 - d. Approval of Contract for sale of property: Parcel 05-0024-0026 (Lewis Addition SID Property)
 - e. Approval of Statewide Utility Lease Agreement with UDOT
 - f. Review Proposals for Bond Attorney for Culinary Water Project
 - g. Review Proposals for Interim Financing for Culinary Water Project
- 5. OLD BUSINESS**
 - a. None
- 6. ORDINANCES AND RESOLUTIONS**
 - a. None
- 7. COMMENTS**
 - a. Staff member reports and comments
 - b. Council member reports and comments

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.

***City Council Members or the Mayor may participate in the public meeting electronically and/or telephonically.*

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 11th day of July, 2019. 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 on www.utah.gov/pmn and linked to www.milfordcityutah.com and the Milford City Facebook page.

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 3 pm the Wednesday prior to the Council Meeting

REQUESTOR'S NAME (Print legibly): Adrien Jones

ORGANIZATION (if applicable): _____

ADDRESS: 402 North Main Milford

PHONE: 691 4439 CELL PHONE: _____

E-MAIL ADDRESS: _____

To be used if additional information is required. Agenda will be posted on 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 July 16 Amount of Time Requested 10:00

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):

water meter install at 1st west center
17 W & center

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

PLEASE DESCRIBE DESIRED OUTCOME: New meter to supply complex
asking city to waive labor/Equip I will pay
meter & parts to property line.

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 AJ

CONTINUED ON REVERSE

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

IF YES, WHAT IS THE ESTIMATED COST TO THE CITY: labor / Equip

PLEASE PROVIDE DOCUMENTATION SUPPORTING YOUR ESTIMATE

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

INSTRUCTIONS – PLEASE READ CAREFULLY

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Return completed form and 12 printed copies of handouts to:

City Recorder
PO Box 69, 26 South 100 West
Milford, UT 84751

Handouts may be e-mailed prior to deadline for agenda. E-mail to:
mseifers@milford.utah.gov by 3 pm the Wednesday prior to meeting.



SIGNATURE

6-26-19

DATE

.....
OFFICE USE ONLY

Date Rec'd by City Recorder: _____

Info Complete : YES ☐ NO ☐

If no, what info is required: _____

Approved for Agenda : YES ☐ NO ☐

If no, reason for denial:

Report Criteria:

Customer Customer number = 414102

None	Jones, Adrien	1 West Center	PO Box 928	Milford	84751-0928
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Customer Notes:

05/23/2019 12:43 PM - monica
Please note in UM:

Please move acct to Multifamily unit rate with (2 units), because he is using very little water.

History: Currently a 3/4" meter is servicing the four units (3/4" usually only services 1 home). Tenants state that they have low water pressure. Adrian Jones as inquired how to resolve the situation.

Per Ordinance 10.01.130, Separate Connections, Milford City will allow Adrian Jones (property owner) to install a 2" meter to parcel 5-6-24 to service the four units. (Ben, Makayla and Monica discussed and feel that one meter will be sufficient as long as the four units remain owned by one (1) property owner). In the event the units sale to individual owners than a meter will be required for each unit. (attached is a map)

PS. I spoke to Adrian over the phone; however he said he would come into the office to chat with me in more details. I wanted to provide this info for um as well as if I'm not here you can talk with him.

Thanks,
Makayla Bealer| City Administrator/Treasurer

05/23/2019 10:15 AM - monica

Please note in UM:

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Makayla Bealer| City Administrator/Treasurer

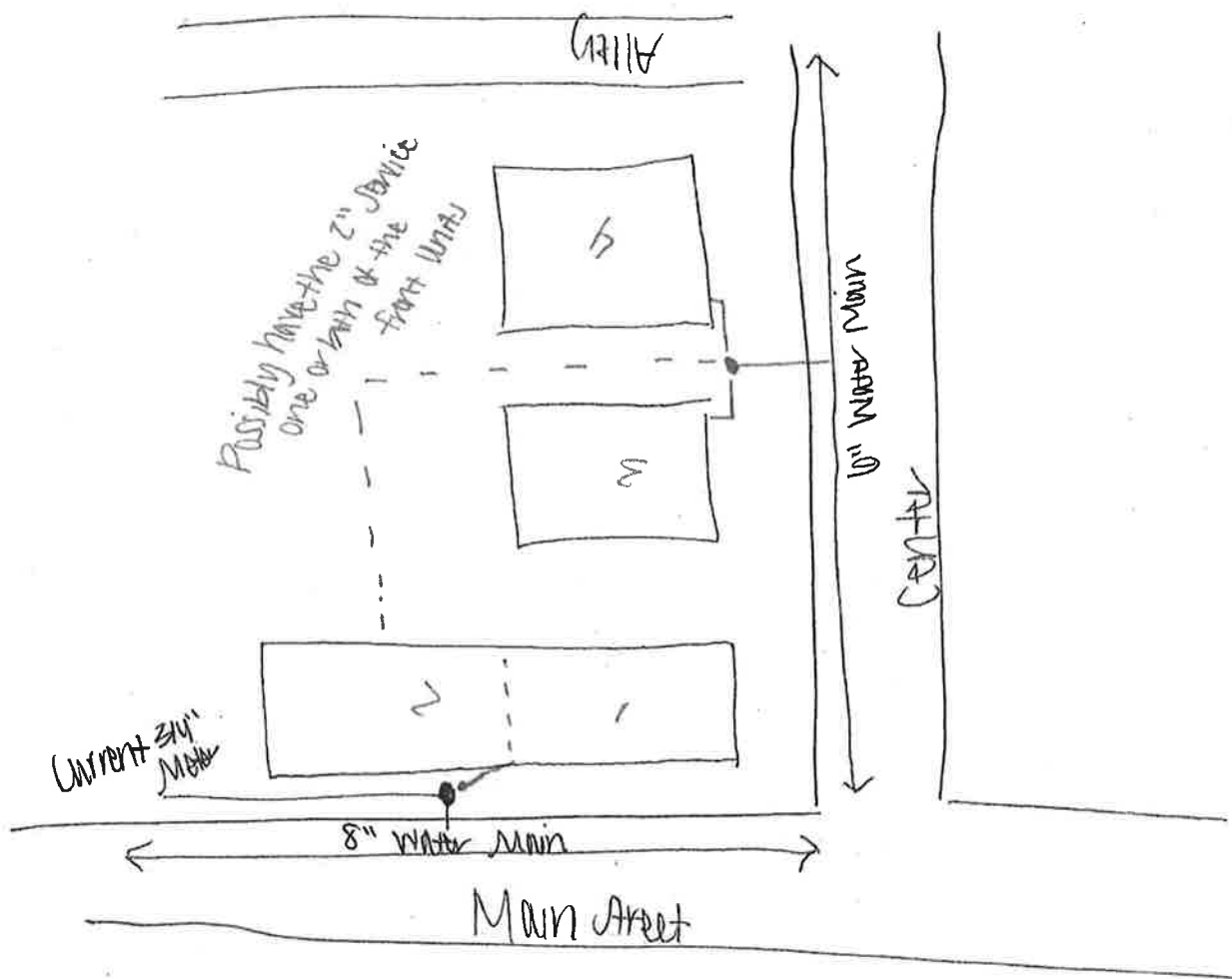
NOTE: Monica and Makayla discussed this 5/23/2019: Putting it onto a multi unit rate would equate to each unit being billed \$13.50 for water and then sharing a \$36.00 sewer rate monthly. Rather than putting it onto two discounted rates, we will keep it at a single (trailer court) rate. At which time Adrien decides whether to put in another meter to service part of them or stay with one meter for all, and the other two units are activated, we will put all four units on one account and bill the multi unit rate for water and sewer. In the event that two meters are in use for the four units, one meter will serve as the "master account" for billing. Both meters will be read and the usage from the second meter will be added to the first meter, but no additional billing will be assessed for that meter.

Current: A 3/4" Meter Services all units
Water pressure is extremely Low.

May 2019

Adrien Jones
1 W Center
Apt 414102
Parcel: 5.6.24

Ben: recommends a 2" Meter to come
off Center Street. He said that
Mikael Hansen has a 2" Meter and services
5 units.



* Both Mains are located in parking stripe.



Milford Public Works Department

Billing Summary

Applicant Name <u>Adrien Jones</u> Account # _____ Physical Address _____ Phone Number _____ Billing Address: _____ _____ _____ Signature: _____ I authorize the City of Milford to perform the work as specified below and hereby agree to pay the rates as invoiced:	Project Date/s: Begin _____ End _____ Begin _____ End _____ Time/s: Begin _____ am / pm End _____ am / pm Time/s: Begin _____ am / pm End _____ am / pm _____ Meter ID# _____ Meter Reading _____ Other ID _____
--	---

Qty	DESCRIPTION	MAN HOURS (\$35/HR/MAN)	UNIT CHARGE	EXTENDED PRICE
2	Backhoe		\$130.00 / hour - includes one man	260 00
1	Saw Cement or Asphalt		\$150.00 Minimum - thereafter \$50.00 / hr	150 00
4	Dump Truck		\$120.00 / hour plus man-hours	480 00
	Water Tanker		\$120.00 / hour - includes one man, Plus water fee	
	Pump		\$100.00 / hr - plus man-hours	
	Sewer TV		\$5.60 / foot - plus man-hours	
	Pick Up Broom		\$200.00 / hr - plus man-hours	
	Sewer Jet Rodder (8 inch minimum)		\$350.00 - includes three men	
	Post Hole Digger		\$65.00 / hr - plus man-hours	
	Sod Cutter		\$65.00 / hr - plus man-hours	
	Bucket Truck		\$125.00 / hr - plus man-hours	
1		man 5 hrs		175 00
1		man 3 hrs		105 00

Following Items are Current Rate Charged by Distributor for Parts plus Man Hours

QTY	DESCRIPTION	VENDOR	PO #	UNIT PRICE	EXTENDED PRICE
1	2" Water Meter	Sholzen			644.28
1	2" Setter: 1 inch / 3/4 inch				11 66 52
	**Pressure Reducing Valve 3/4 inch				
	Tandem Setter (press. Reducer) 3/4 inch				
4	Meter Box, per foot			34 00	136 00
1	Main Line Saddle 3/4": 6 inch 8 inch				56 00
1	Corporation Valve: 3/4 inch 1 inch				250 25
20	2" 1/2 inch Poly Pipe, per foot			1 58	31 60
	3/4 inch Insta-tites: female / male				
	Asphalt Repair, per sq. yard				
	Concrete Repair, per sq. yard				
1	female grip joint				83 24
2	male grip joint			79 63	159 26
3	2" std. flanges			2 33	6 99
215	yards asph H			65 00	162 50
	meter box ring				89 00
	meter box lid				48 00
					4,003 21

** Pressure reducing equipment installation requires signature on reverse

~~*~~ doesn't include replacing side walks



City Council Agenda Request Form Milford City
This form must be submitted by 3 pm the Wednesday prior to the Council Meeting

REQUESTOR'S NAME (Print legibly) : Cody Deeter

ORGANIZATION (if applicable): Energy, Finance & Government Consulting, LLC

ADDRESS: 918 North 1380 East, Tooele, UT 84074

PHONE : _____ CELL PHONE: 801.258.1926

E-MAIL ADDRESS: cody@efg-consulting.com

To be used if additional information is required . Agenda will be posted on www.utah.gov/pmn
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Date Requesting to Attend July 16th Amount of Time Requested 15min

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) :

EFG Consulting will present a contract to serve as the City's municipal advisor to seek interim financing for the City's upcoming water project. As part of this service, EFG would solicit bids from lending institutions to provide the best debt option as well as assist the City with tracking the draw down of funds to minimize interest expense and ensure vendors are paid in a timely manner.

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

PLEASE DESCRIBE DESIRED OUTCOME: Enter into a contract for the services described above.

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 CD

CONTINUED ON REVERSE

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

IF YES, WHAT IS THE ESTIMATED COST TO THE CITY: \$7,500

PLEASE PROVIDE DOCUMENTATION SUPPORTING YOUR ESTIMATE

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

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PO Box 69, 26 South 100 West
Milford, UT 84751

Handouts may be e-mailed prior to deadline for agenda. E-mail to:
mseifers@milford.utah.gov by 3 pm the Wednesday prior to meeting.

GODY DEETAR

7/5/2019

SIGNATURE

DATE

.....
OFFICE USE ONLY

Date Rec'd by City Recorder: _____

Info Complete : YES NO

If no, what info is required: _____

Approved for Agenda : YES NO

If no, reason for denial:

EFG – CONSULTING COMPANY BIO AND SCOPE OF WORK

HELPING YOU MAKE EXCELLENT LONG-TERM FINANCIAL DECISIONS



Energy, Finance and Government Consulting (EFG) was established in 2017 with a focus of helping government and business clients **make excellent long-term financial decisions**. Cody Deeter is the president and CEO of EFG. His work in the municipal, energy, and finance industry over the past 15 years provides a solid depth of experience and expertise to assist the City. Cody has helped local governments issue more than \$1B in financing.

EFG presents this scope of work to act as the City's municipal advisor related to interim financing for the upcoming water project funded through USDA.



SOLICIT AND EVALUATE INTERIM FINANCING BIDS

EFG will send out requests for bids to the many lending institutions that provide interim financing. Upon receipt of all bids, EFG will provide the City an analysis of the best interest rate as well as the best terms and conditions. EFG will continue to negotiate to a final agreement to be approved by the City.



MANAGE DRAW DOWN

EFG will coordinate the draw schedule and actual draw requests between the City, the City's contractors, and the interim financing provider. The goal of this process is to ensure accuracy and timeliness of payment as well as reduce interest expense for the City. EFG will also ensure the final accuracy of the payoff from the USDA loan.



WATER RATE ANALYSIS

EFG understands that the City has a contractor to provide water rate analysis. However, for no additional cost, EFG will review this analysis as part of this contract to provide any insights and educational tools for communication with the public. Cody has performed more than 50 rate and fee studies for local governments.

EFG will charge \$7,500 to complete this work which will be billed at the closing of the interim financing.

At EFG, our sole focus is the client and helping our client make excellent long-term financial decisions.

CODY DEETER, PRESIDENT/CEO
EFG CONSULTING
CODY@EFG-CONSULTING.COM
801.258.1926

EFG CONSULTING
918 NORTH 1380 EAST, TOOELE, UT 84074
801.258.1926

CITY OF MILFORD
COMBINED CASH INVESTMENT
JUNE 30, 2019

COMBINED CASH ACCOUNTS

01-11110	CASH IN CHECKING - COMBINED	215,676.65
01-11310	PETTY CASH	200.00
01-11400	RETURNED CHECKS - CLEARING	262.73
01-11610	CASH-STATE TREASURER-COMBINED	1,066,686.95
01-11750	UTILITY CASH - A/R CLEARING	(7,475.50)

	TOTAL COMBINED CASH	1,275,350.83
01-11810	ST TREAS-DESIGNATED-WATER	(96,504.19)
01-11815	ST TREAS-DESIGNATED-SEWER	(170,558.38)
01-11816	ST TREAS-DESIGNATED-GEN FUND	(97,940.29)
01-11817	ST TREAS-DESIGNATED-LIBRARY	(11,268.74)
01-11819	ST TREAS- RECREATION COMPLEX	(18,056.67)
01-11860	ST TREAS-RESTRICTED-BOND 3SO24	(78,325.92)
01-11865	ST TREAS-RESTRICTED-MAIN S3024	(90,044.14)
01-11880	STATE TREAS-RESTRICTED-LIBRARY	(22,550.00)
01-11900	TOTAL ALLOCATION TO OTHER FUND	(695,154.66)

	TOTAL UNALLOCATED CASH	(5,052.16)
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CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	216,866.08
30	ALLOCATION TO DEBT SERVICE FUND	(43,108.00)
51	ALLOCATION TO WATER FUND	225,239.76
52	ALLOCATION TO SEWER FUND	296,059.36
54	ALLOCATION TO MUNICIPAL BUILDING AUTHORITY	(10,008.00)

	TOTAL ALLOCATIONS TO OTHER FUNDS	685,049.20
	ALLOCATION FROM COMBINED CASH FUND - 01-11900	(695,154.66)

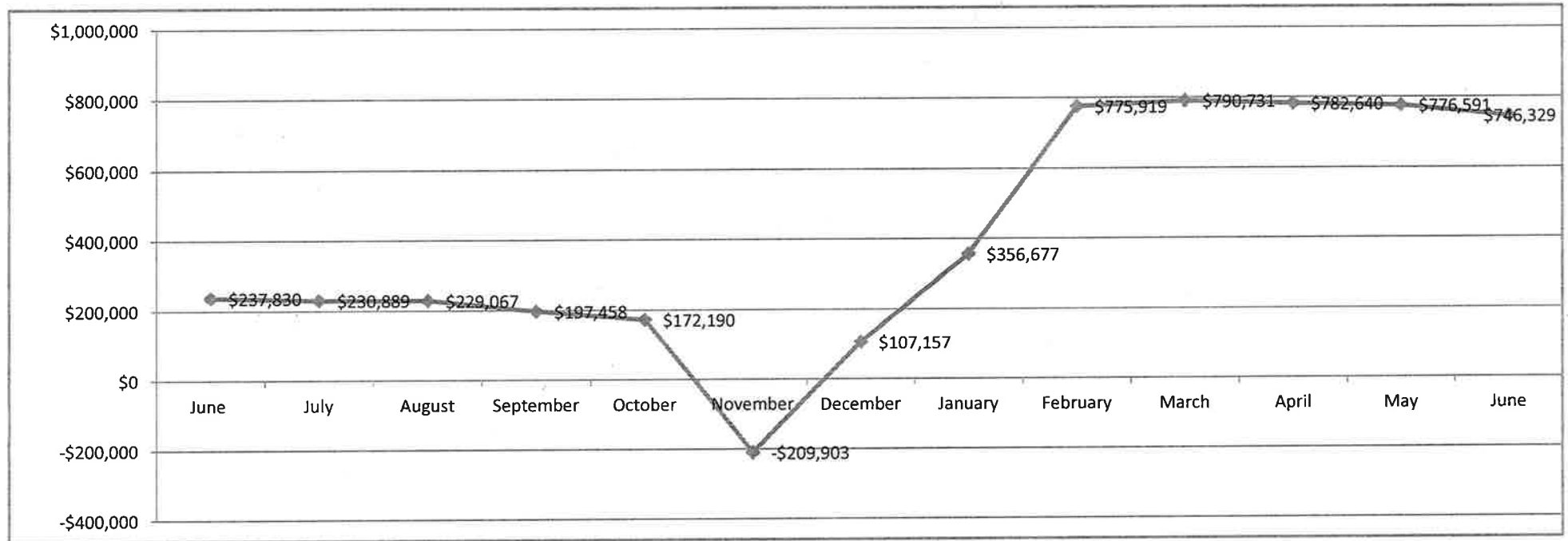
	ZERO PROOF IF ALLOCATIONS BALANCE	(10,105.46)
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Utah State Treasury Report 2018-2019

Department		Totals	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Totals
Designated	W														
Water 111810	D	\$54,638.78	\$140.97	\$141.53	\$39,123.69	\$249.09	\$258.24	\$265.09	\$276.00	\$283.17	\$284.90	\$285.75	\$278.09	\$278.89	\$96,504.19
Designated	W														
Sewer 111815	D	\$99,571.76	\$256.91	\$257.92	\$66,125.44	\$440.23	\$456.41	\$468.51	\$487.80	\$500.46	\$503.52	\$505.03	\$491.49	\$492.90	\$170,558.38
Designated	W														
General Fund 111816	D	\$83,700.32	\$1,280.91	\$1,289.45	\$960.08	\$1,073.54	\$1,071.33	\$1,199.87	\$1,194.49	\$1,002.29	\$1,290.65	\$1,232.82	\$1,345.79	\$1,298.75	\$97,940.29
Designated	W														
Library	D	\$4,790.43	\$101.09	\$12.64	\$12.74	\$551.52	\$14.98	\$92.34	\$131.24	\$16.99	\$66.90	\$83.85	\$77.85	\$31.44	\$5,984.01
Designated	W							\$1,850.30			\$2,864.67		\$4,261.35	\$3,261.98	
City Recreation 111818	D	\$47,754.77	\$2,252.79	\$129.20	\$130.25	\$931.61	\$140.22	\$4,516.74	\$4,216.24	\$238.55	\$166.07	\$6,216.83	\$1,817.05	\$3,473.46	\$59,745.48
Designated	W												\$4,285.18		
Recreation Complex	D	\$18,838.49	\$48.61	\$48.80	\$49.19	\$50.28	\$52.13	\$53.51	\$55.72	\$558.65	\$2,416.03	\$66.23	\$52.03	\$52.18	\$18,056.67
Restricted Cash - Sewer	W				\$694.76										
Bond 808 111835	D	\$694.76													\$0.00
Restricted Cash - Water	W				\$38,880.00										
Main 5030 111840	D	\$38,880.00													\$0.00
Restricted Cash - Sewer	W				\$65,000.00										
Main 808 111845	D	\$65,000.00													\$0.00
Restricted Cash - Water	W								\$51,080.00						
Bond 3S024 111860	D	\$76,605.92	\$4,400.00			\$4,400.00		\$8,800.00	\$13,200.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$78,325.92
Restricted Cash - Water	W														
Main 3S024 - 111865	D	\$90,044.14													\$90,044.14
Restricted Cash-Library	W								\$10,000.00						
Bond	D	\$22,542.00	\$834.00			\$834.00		\$1,668.00	\$2,502.00	\$834.00	\$834.00	\$834.00	\$834.00	\$834.00	\$22,550.00
Restricted Cash	W														
Impact Fees - Water	D	\$27,146.90	\$70.04	\$70.32	\$70.89	\$72.46	\$75.12	\$77.12	\$80.29	\$82.38	\$1,441.40	\$87.18	\$84.85	\$85.09	\$29,444.04
Restricted Cash	W														
Impact Fees - Sewer	D	\$9,696.81	\$25.02	\$25.12	\$25.32	\$25.88	\$26.83	\$27.55	\$28.68	\$29.42	\$939.10	\$32.41	\$31.54	\$31.63	\$10,945.31
Restricted Cash	W														
Impact Fees - Gen Fund	D	\$11,626.11	\$30.00	\$30.11	\$30.36	\$31.03	\$32.17	\$33.03	\$34.39	\$35.28	\$623.93	\$37.36	\$36.36	\$36.46	\$12,616.59
Designated	W														
Cemetery	D	-\$49.79	-\$0.13	-\$0.13	-\$0.13	-\$197.67	-\$0.68	-\$0.70	-\$0.73	-\$0.74	-\$0.75	-\$0.75	-\$0.73	-\$0.73	-\$253.66
Designated	W														
Streets	D	\$4,748.80	\$12.25	\$12.30	\$12.40	\$12.68	\$13.14	\$13.49	\$14.05	\$14.41	\$14.50	\$14.54	\$14.15	\$14.19	\$4,910.90
Designated	W		\$197.54					\$3.99			\$684.50				
Perpetual Care	D	\$11,195.44	\$63.47	\$28.58	\$28.81	\$269.45	\$31.19	\$32.00	\$153.67	\$34.55	\$92.95	\$136.24	\$273.16	\$93.43	\$11,566.91
Designated	W														
Dangerous Buildings	D	\$2,768.74	\$7.14	\$7.16	\$7.24	\$7.39	\$7.68	\$7.85	\$8.19	\$8.40	\$8.45	\$8.48	\$8.26	\$8.28	\$2,863.26
Designated	W		\$12,231.90					\$146.79	\$500.00						
4th of July Revenue	D	\$52,828.20				\$14,667.12		\$45.00	\$36.00			\$475.00	\$516.00	\$531.81	\$56,220.44
Designated	W							\$1,121.52	\$1,535.34	\$527.79	\$156.00	\$156.00		\$200.00	
Christmas Light Parade	D	\$7,631.79	\$19.69	\$19.77	\$19.93	-\$544.61	\$19.57	\$117.23	\$1,152.51	\$15.63	\$15.27	\$14.84	\$315.32	\$14.78	\$5,115.07
Designated	W														
Christmas Light Project	D	\$1,160.16						\$119.15	\$620.60				\$500.00		\$2,399.91
Designated	W														
Sheriff's Contract	D	\$56,659.55													\$56,659.55
Designated	W												\$500.00		
Digitization of Newspapers	D	\$2,374.97													\$2,874.97
Miscellaneous & Interest	W														
	D	\$146,666.74	\$10,000.00			\$5,000.00		\$10,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$236,666.74
Months Totals			\$7,113.32	\$2,072.77	\$2,021.45	\$27,874.00	\$2,198.33	\$24,413.18	-\$23,924.20	\$17,525.65	\$19,411.75	\$24,273.81	\$13,028.68	\$18,214.58	
State Treasury Bal		\$937,515.79	\$944,629.11	\$946,701.88	\$948,723.33	\$976,597.33	\$978,795.66	\$1,003,208.84	\$979,284.64	\$996,810.29	\$1,016,222.04	\$1,040,495.85	\$1,053,524.53	\$1,071,739.11	\$1,071,739.11

**Historical Fund Balance
City of Milford
Unaudited
2018-2019**

June	July	August	September	October	November	December	January	February	March	April	May	June
\$237,830	\$230,889	\$229,067	\$197,458	\$172,190	-\$209,903	\$107,157	\$356,677	\$775,919	\$790,731	\$782,640	\$776,591	\$746,329



Retained Earnings

Low = 5% of General Fund Revenue

High = 18% of General Fund Budget

Current Month Retained Earnings

Actual Revenue YTD

\$2,388,581.53

Budget Revenue 2018-2019

\$2,610,760.90

Retained Earnings

\$119,429.08

\$469,936.96

\$746,329.37

***The huge drop in the General Fund is due to the Administration Building. We are nearing the end of the project. We cut \$427,037 in checks in the month of November. The reimbursement from CIB didn't come in until December 6, 2019.

CITY OF MILFORD
BALANCE SHEET
JUNE 30, 2019

GENERAL FUND

ASSETS

10-11900	CASH - COMBINED FUND	216,866.08	
10-12100	ST TREAS-DESIGNATED-GEN FUND	97,940.29	
10-12110	ST TREAS-DESIGNATED-LIBRARY	11,268.74	
10-12140	ST TREAS-RECREATION COMPLEX	18,056.67	
10-12150	ST. TREAS-RESTRICTED-LIBRARY	113.46	
10-12160	ADMIN BUILDING CASH	1,154,790.81	
10-13110	ACCOUNTS RECEIVABLE	8,529.20	
10-13113	AR/CREDIT CARD, AIRPORT	(2,319.31)	
10-13114	ACCOUNTS RECEIVABLE-MISC.	3,745.19	
10-13115	PROPERTY TAX RECEIVABLE	150,560.64	
10-15110	INVENTORY-AIRPORT FUEL	19,062.58	
TOTAL ASSETS			<u>1,678,614.35</u>

LIABILITIES AND EQUITY

LIABILITIES

10-21310	ACCOUNTS PAYABLE	19,698.17	
10-21500	WAGES PAYABLE	16,248.26	
10-22210	FICA PAYABLE	3,131.91	
10-22220	FEDERAL WITHHOLDING PAYABLE	794.55	
10-22230	STATE WITHHOLDING PAYABLE	1,652.33	
10-22240	EMPLOYMENT SECURITY	(5,886.54)	
10-22250	WORKER COMPENSATION PAYABLE	(1,922.82)	
10-22300	RETIREMENT PAYABLE	2,356.51	
10-22310	DISABILITY PAYABLE	(9.97)	
10-22500	HEALTH INSURANCE PAYABLE	10,166.85	
10-22510	LIFE INSURANCE PAYABLE	(10.85)	
10-22600	401 K PAYABLE	541.95	
10-22601	FLEX PLAN	1,289.56	
10-22700	MISC. PAYROLL DEDUCTIONS	(455.05)	
10-22701	MISC. DEDUCTION - EMP. LOAN	348.62	
10-22703	UNITED WAY DONATION	123.50	
10-23000	DEFERRED REVENUES	736,600.00	
TOTAL LIABILITIES			784,666.98

FUND EQUITY

10-26100	DEFERRED INFLOW-PROPERTY TAXES	147,618.00	
UNAPPROPRIATED FUND BALANCE:			
10-29800	FUND BALANCE-UNRESERVED	492,235.91	
	REVENUE OVER EXPENDITURES - YTD	254,093.46	
BALANCE - CURRENT DATE			<u>746,329.37</u>
TOTAL FUND EQUITY			893,947.37

CITY OF MILFORD
BALANCE SHEET
JUNE 30, 2019

GENERAL FUND

TOTAL LIABILITIES AND EQUITY

1,678,614.35

CITY OF MILFORD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-100 PROPERTY TAXES-CURRENT	.00	126,472.68	147,618.00	21,145.32	85.7
10-31-200 PROPERTY TAXES-DELINQUENT	65.88	6,523.58	10,000.00	3,476.42	65.2
10-31-300 SALES AND USE TAX	21,950.66	275,840.97	255,000.00	20,840.97	108.2
10-31-400 CABLEVISION FRANCHISE TAX	56.79	611.65	1,000.00	388.35	61.2
10-31-402 PACIFICORP FRANCHISE TAX	11,210.64	148,534.77	155,000.00	6,465.23	95.8
10-31-403 QUESTAR FRANCHISE TAX	1,391.92	25,314.09	40,000.00	14,685.91	63.3
10-31-408 TELECOMMUNICATIONS TAX REVENUE	1,189.39	14,013.37	25,000.00	10,986.63	56.1
10-31-700 FEE-IN-LIEU OF PERSONAL PROP.	6,800.38	24,532.71	35,000.00	10,467.29	70.1
TOTAL TAXES	42,665.66	621,843.82	668,618.00	46,774.18	93.0
<u>LICENSES AND PERMITS</u>					
10-32-100 BUSINESS LICENSE AND PERMITS	250.00	6,355.00	6,000.00	355.00	105.9
10-32-210 BUILDING PERMITS	214.88	8,116.32	8,000.00	116.32	101.5
10-32-220 IMPACT FEES - GENERAL FUND	.00	586.68	1,085.00	498.32	54.1
10-32-230 OTHER DEVELOPMENT REVENUE	.00	315.00	1,000.00	685.00	31.5
TOTAL LICENSES AND PERMITS	464.88	15,373.00	16,085.00	712.00	95.6
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-550 COUNTY ALLOTTMENT - LIBRARY	.00	34,333.00	34,333.00	.00	100.0
10-33-560 CLASS "C" ROAD FUNDS	.00	90,561.87	92,500.00	1,938.13	97.9
10-33-700 AIRPORT GRANT REVENUE	.00	103,739.18	120,699.40	16,960.22	86.0
10-33-701 LIBRARY GRANT REVENUE	.00	6,200.00	6,300.00	100.00	98.4
10-33-702 LIBRARY SMALL GRANT REVENUE	.00	5,500.00	5,500.00	.00	100.0
TOTAL INTERGOVERNMENTAL REVENUE	.00	240,334.05	259,332.40	18,998.35	92.7

CITY OF MILFORD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
10-34-600 CITY RECREATION-MENS SOFTBALL	.00	.00	1,200.00	1,200.00	.0
10-34-601 CITY RECREATION-COED SOFTBALL	15.00	1,110.00	1,095.00	(15.00)	101.4
10-34-603 CITY RECREATION-SUMMER YOUTH	50.00	1,175.00	1,500.00	325.00	78.3
10-34-604 CITY RECREATION-GIRLS SOFTBALL	110.00	2,350.00	2,500.00	150.00	94.0
10-34-605 CITY RECREATION - FLAG FOOTBAL	.00	625.00	625.00	.00	100.0
10-34-606 CITY RECREATION- FULL FOOTBALL	.00	6,127.68	6,200.00	72.32	98.8
10-34-607 CITY RECREATION-BABE RUTH	2,856.00	5,166.00	4,800.00	(366.00)	107.6
10-34-608 CITY RECREATION - VOLLEYBALL	.00	1,375.00	1,100.00	(275.00)	125.0
10-34-609 CITY RECREATION - WRESTLING	.00	5,265.35	5,000.00	(265.35)	105.3
10-34-610 CITY RECREATION-BOY BASKETBALL	.00	2,683.00	3,300.00	617.00	81.3
10-34-630 CITY RECREATION - CAL RIPKEN	2,520.00	9,616.00	10,000.00	384.00	96.2
10-34-640 CITY RECREATION-GIRL BASKETBAL	.00	1,552.50	2,600.00	1,047.50	59.7
10-34-650 CITY RECREATION - TRACK/FIELD	.00	1,260.00	1,100.00	(160.00)	114.6
10-34-660 LIONS CLUB TOURNAMENT REVENUE	987.14	987.14	.00	(987.14)	.0
10-34-720 GOLF FEES	330.00	2,155.00	3,000.00	845.00	71.8
10-34-730 SWIM FEES	4,645.20	10,901.65	12,000.00	1,098.35	90.9
10-34-732 SWIM POOL - COUNTY M&O	.00	112,784.82	112,784.82	.00	100.0
10-34-760 JULY 4TH REVENUE	2,669.00	20,030.30	24,000.00	3,969.70	83.5
10-34-770 CHRISTMAS LIGHT PROJECT	.00	1,388.15	900.00	(488.15)	154.2
10-34-780 CHRISTMAS LIGHT PARADE	.00	4,963.05	4,700.00	(263.05)	105.6
10-34-810 SALE OF CEMETERY LOTS	200.00	3,600.00	3,000.00	(600.00)	120.0
10-34-820 PERPETUAL CARE	120.00	960.00	1,000.00	40.00	96.0
10-34-830 CEMETERY OPENING AND CLOSING	600.00	2,125.00	2,500.00	375.00	85.0
10-34-840 COLLECTION COSTS - GARBAGE	6,853.20	86,610.03	85,000.00	(1,610.03)	101.9
10-34-850 COLLECTION COSTS - COMM. DUMP	826.50	10,389.36	11,718.00	1,328.64	88.7
10-34-900 AIRPORT COUNTY DONATION	.00	1,000.00	1,000.00	.00	100.0
10-34-910 AIRPORT FUEL SALES	6,080.17	46,848.39	45,000.00	(1,848.39)	104.1
10-34-920 HANGER AND TIE DOWN	660.00	7,855.00	7,000.00	(855.00)	112.2
TOTAL CHARGES FOR SERVICES	29,522.21	350,903.42	354,622.82	3,719.40	99.0
<u>MISCELLANEOUS REVENUE</u>					
10-36-300 BUILDING RENTALS AND LEASES	1,191.25	11,512.50	20,000.00	8,487.50	57.6
10-36-310 CONCESSION REVENUE	6,119.95	8,728.71	8,000.00	(728.71)	109.1
10-36-500 RECREATION COMPLEX REVENUE	.00	4,600.00	4,600.00	.00	100.0
10-36-700 ADMIN BUILDING REVENUE	14,019.34	1,069,313.90	1,216,902.68	147,588.78	87.9
TOTAL MISCELLANEOUS REVENUE	21,330.54	1,094,155.11	1,249,502.68	155,347.57	87.6

CITY OF MILFORD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTEREST/OTHER</u>					
10-38-100 INTEREST EARNINGS/GENERAL FUND	1,805.82	19,888.31	18,000.00	(1,888.31)	110.5
10-38-400 LIBRARY FINES AND FEES	75.50	1,065.35	1,000.00	(65.35)	106.5
10-38-500 SUMMER READING DONATIONS	.00	.00	600.00	600.00	.0
10-38-900 MISCELLANEOUS REVENUE	2,115.38	45,018.47	43,000.00	(2,018.47)	104.7
TOTAL INTEREST/OTHER	3,996.70	65,972.13	62,600.00	(3,372.13)	105.4
 TOTAL FUND REVENUE	 97,979.99	 2,388,581.53	 2,610,760.90	 222,179.37	 91.5

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
10-41-110 SALARIES - MAYOR AND COUNCIL	2,600.00	31,200.00	31,200.00	.00	100.0
10-41-130 BENEFITS - MAYOR AND COUNCIL	254.47	3,131.64	3,500.00	368.36	89.5
TOTAL LEGISLATIVE	2,854.47	34,331.64	34,700.00	368.36	98.9
<u>ADMINISTRATIVE</u>					
10-43-110 SALARIES & WAGES - ADMIN/TREAS	4,286.80	56,053.26	55,728.42	(324.84)	100.6
10-43-111 SALARIES & WAGES - ADMIN ASST	2,670.19	35,142.36	34,985.60	(156.76)	100.5
10-43-130 BENEFITS - ADMINISTRATOR/TREAS	3,184.00	38,816.84	40,284.97	1,468.13	96.4
10-43-131 BENEFITS - ADMIN ASST	2,626.48	31,602.66	32,426.26	823.60	97.5
10-43-210 DUES, SUBSCRIPTIONS & DONATION	100.00	1,475.38	1,500.00	24.62	98.4
10-43-215 DOT DRUG PROGRAM	.00	186.00	350.00	164.00	53.1
10-43-220 NOTICES AND PUBLICATIONS	28.70	213.38	1,500.00	1,286.62	14.2
10-43-230 TRAVEL AND CONFERENCES	139.20	3,006.26	6,000.00	2,993.74	50.1
10-43-240 OFFICE SUPPLIES AND EXPENSE	1,159.23	9,142.85	12,000.00	2,857.15	76.2
10-43-241 PROGRAMING AND EQUIPMENT	1,052.58	17,092.10	19,699.78	2,607.68	86.8
10-43-242 PLANNING AND ZONING EXPENSE	.00	24.99	1,000.00	975.01	2.5
10-43-243 TREE BOARD EXPENSE	665.00	665.00	1,000.00	335.00	66.5
10-43-244 ECONOMIC DEVELOPMENT	.00	10,000.00	10,000.00	.00	100.0
10-43-270 UTILITIES - OFFICE	184.69	3,266.32	7,500.00	4,233.68	43.6
10-43-272 UTILITIES - TELEVISION	.00	375.86	450.00	74.14	83.5
10-43-273 UTILITIES - FIRE ALARM	210.00	623.00	625.00	2.00	99.7
10-43-280 TELEPHONE - OFFICE	312.80	3,721.39	5,000.00	1,278.61	74.4
10-43-290 LEASE PAYMENT 405 SOUTH MAIN	.00	6,000.00	6,000.00	.00	100.0
10-43-510 INSURANCE AND BONDS	.00	43,074.15	43,500.00	425.85	99.0
10-43-520 INMATE INCIDENTALS	149.68	805.68	600.00	(205.68)	134.3
10-43-610 MISCELLANEOUS - GENERAL FUND	225.48	33,629.75	35,000.00	1,370.25	96.1
10-43-620 EMPLOYEES SPOT AWARDS	.00	201.00	1,000.00	799.00	20.1
TOTAL ADMINISTRATIVE	16,994.83	295,118.23	316,150.03	21,031.80	93.4
<u>NON-DEPARTMENTAL</u>					
10-50-310 AUDIT SERVICES	.00	10,767.50	11,500.00	732.50	93.6
10-50-320 ATTORNEY RETAINER	500.00	5,500.00	6,000.00	500.00	91.7
10-50-321 LEGAL FEES	31.25	1,025.00	3,500.00	2,475.00	29.3
10-50-340 FIRE CONTROL CONTRIBUTION	.00	1,800.00	1,800.00	.00	100.0
10-50-350 BUILDING INSPECTIONS	.00	7,329.99	7,400.00	70.01	99.1
10-50-360 SMALL CLAIMS FEES	.00	87.50	200.00	112.50	43.8
10-50-380 SHERIFF'S CONTRACT	.00	67,991.46	67,991.46	.00	100.0
10-50-390 ANIMAL CONTROL CONTRIBUTION	.00	14,692.48	14,692.48	.00	100.0
TOTAL NON-DEPARTMENTAL	531.25	109,193.93	113,083.94	3,890.01	96.6

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENTAL BUILDINGS</u>					
10-51-110 SALARIES & WAGES - JANITORIAL	500.00	2,750.00	2,500.00	(250.00)	110.0
10-51-130 BENEFITS - JANITORIAL	48.96	269.28	250.00	(19.28)	107.7
10-51-270 UTILITIES - SENIOR CITIZEN CEN	314.38	5,163.55	5,000.00	(163.55)	103.3
10-51-480 REPAIRS AND MAIN - BUILDINGS	2,757.91	18,601.20	25,000.00	6,398.80	74.4
10-51-481 BUILDINGS - SENIOR CITIZEN CEN	.00	9.99	1,000.00	990.01	1.0
10-51-500 ADMIN BUILDING EXPENSES	40,716.35	982,353.16	1,216,902.68	234,549.52	80.7
10-51-510 SCC - REMEDIATION PROJECT CDBG	.00	.00	32,720.00	32,720.00	.0
TOTAL GENERAL GOVERNMENTAL BUILDINGS	44,337.60	1,009,147.18	1,283,372.68	274,225.50	78.6
<u>STREETS DEPARTMENT</u>					
10-61-110 SALARIES & WAGES-CROSSING GDS	.00	12,541.24	12,541.24	.00	100.0
10-61-130 BENEFITS - CROSSING GUARDS	.00	1,257.20	1,500.00	242.80	83.8
10-61-230 FUEL - STREETS	461.92	3,487.97	6,500.00	3,012.03	53.7
10-61-480 STREETS - OIL AND CHIPS	.00	55,860.84	59,000.00	3,139.16	94.7
10-61-481 STREETS - MAINTENANCE	1,649.74	23,062.93	25,700.00	2,637.07	89.7
10-61-482 STREETS - EQUIPMENT	303.99	11,600.50	12,250.00	649.50	94.7
10-61-483 STREETS - LIGHTS	2,006.75	24,664.32	28,000.00	3,335.68	88.1
10-61-610 EQUIPMENT LEASE	.00	8,349.32	8,349.32	.00	100.0
10-61-740 CAPITAL OUTLAY - EQUIPMENT	.00	40,489.15	40,489.15	.00	100.0
TOTAL STREETS DEPARTMENT	4,422.40	181,313.47	194,329.71	13,016.24	93.3
<u>PARKS</u>					
10-70-110 SALARIES & WAGES - PARKS	800.40	10,486.44	10,405.20	(81.24)	100.8
10-70-111 SALARIES & WAGES - PART TIME	2,780.55	8,792.04	13,000.00	4,207.96	67.6
10-70-130 BENEFITS - PARKS REG	712.69	8,659.14	8,579.50	(79.64)	100.9
10-70-131 BENEFITS - PARKS	284.39	932.90	1,300.00	367.10	71.8
10-70-250 EQUIPMENT SUPPLIES & MAIN	629.42	3,471.35	5,000.00	1,528.65	69.4
10-70-260 PARKS MAINTENANCE	739.84	2,035.76	2,500.00	464.24	81.4
10-70-610 CABOOSE PARK EXPENDITURES	12.12	348.57	500.00	151.43	69.7
10-70-620 RECREATION COMPLEX EXPENSE	1,043.87	3,328.29	5,000.00	1,671.71	66.6
10-70-630 CEMETERY MAINTENANCE	.00	685.61	2,000.00	1,314.39	34.3
10-70-640 PAVILION EXPENSE	43.31	302.24	300.00	(2.24)	100.8
10-70-650 VETERAN'S PARK EXPENDITURES	161.64	1,489.55	1,500.00	10.45	99.3
10-70-740 CAPITAL OUTLAY - PARKS	3,625.59	3,625.59	3,800.00	174.41	95.4
TOTAL PARKS	10,833.82	44,157.48	53,884.70	9,727.22	82.0

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GARBAGE COLLECTION</u>					
10-71-420 GARBAGE - DUMPSTER FEES	291.74	3,248.88	3,500.00	251.12	92.8
10-71-430 GARBAGE - COLLECTION FEES	6,956.51	76,851.43	84,000.00	7,148.57	91.5
10-71-440 GARBAGE - COMMUNITY DUMPSTERS	650.00	7,280.00	7,800.00	520.00	93.3
TOTAL GARBAGE COLLECTION	7,898.25	87,380.31	95,300.00	7,919.69	91.7

<u>RECREATION</u>					
10-72-110 SALARIES & WAGES-RECREATION	91.00	1,146.15	1,092.00	54.15	105.0
10-72-120 SALARIES & WAGES-CONCESSIONS	850.00	2,450.00	2,500.00	50.00	98.0
10-72-130 BENEFITS - RECREATION	8.91	114.74	150.00	35.26	76.5
10-72-140 BENEFITS - CONCESSIONS	83.18	242.77	200.00	42.77	121.4
10-72-251 CITY RECREATION-COED SOFTBALL	.00	1,146.75	1,200.00	53.25	95.6
10-72-253 CITY RECREATION - SUMMER YOUTH	.00	1,233.34	1,500.00	266.66	82.2
10-72-254 CITY RECREATION-GIRLS SOFTBALL	1,804.77	1,842.11	1,900.00	57.89	97.0
10-72-255 CITY RECREATION-FLAG FOOTBALL	.00	247.33	300.00	52.67	82.4
10-72-256 CITY RECREATION-FOOTBALL FULL	.00	4,044.94	4,050.00	5.06	99.9
10-72-257 CITY RECREATION-BABE RUTH	1,095.74	3,839.03	4,050.00	210.97	94.8
10-72-258 CITY RECREATION-VOLLEYBALL	.00	965.83	1,000.00	34.17	96.6
10-72-259 CITY RECREATION-WRESTLING	.00	4,198.53	4,200.00	1.47	100.0
10-72-260 CITY RECREATION-BOY BASKETBALL	.00	1,428.83	1,500.00	71.17	95.3
10-72-262 CITY RECREATION - CAL RIPKEN	2,637.88	8,254.87	9,500.00	1,245.13	86.9
10-72-263 CITY RECREATION-GIRL BASKETBALL	.00	2,555.83	2,600.00	44.17	98.3
10-72-264 CITY RECREATION-TRACK/FIELD	250.00	809.33	900.00	90.67	89.9
10-72-530 CHRISTMAS LIGHT PARADE	.00	7,532.94	8,500.00	967.06	88.6
10-72-540 CHRISTMAS LIGHT PROJECT	.00	148.40	200.00	51.60	74.2
10-72-550 JULY 4TH EXPENSE	9,342.61	11,079.77	24,000.00	12,920.23	46.2
10-72-560 CONCESSION EXPENSE	2,386.89	5,599.47	6,000.00	400.53	93.3
10-72-610 MISCELLANEOUS EXPENSE-REC.	257.03	6,389.90	9,500.00	3,110.10	67.3
TOTAL RECREATION	18,808.01	65,270.86	84,842.00	19,571.14	76.9

<u>GOLF FUND</u>					
10-73-110 SALARIES & WAGES- GOLF COURSE	1,000.00	8,220.28	9,193.88	973.60	89.4
10-73-130 BENEFITS - GOLF COURSE	97.87	830.62	1,000.00	169.38	83.1
10-73-250 REPAIRS AND MAINTENANCE	582.79	2,547.67	5,000.00	2,452.33	51.0
10-73-270 UTILITIES - GOLF COURSE	134.86	1,703.00	3,200.00	1,497.00	53.2
10-73-480 EQUIPMENT & SUPPLIES	.00	972.45	1,000.00	27.55	97.3
10-73-610 MISCELLANEOUS EXPENSE-GOLF	.00	435.54	500.00	64.46	87.1
TOTAL GOLF FUND	1,815.52	14,709.56	19,893.88	5,184.32	73.9

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SWIMMING POOL</u>					
10-74-110 SALARIES & WAGES-MANAGER	1,288.27	4,087.71	6,800.00	2,712.29	60.1
10-74-111 SALARIES & WAGES - LIFEGUARDS	5,049.65	17,338.25	20,000.00	2,661.75	86.7
10-74-130 BENEFITS-MANAGER	126.09	410.56	1,000.00	589.44	41.1
10-74-131 BENEFITS - LIFEGUARDS	494.21	1,748.19	2,250.00	501.81	77.7
10-74-250 EQUIPMENT SUPPLIES & MAIN	1,411.05	3,709.64	9,000.00	5,290.36	41.2
10-74-270 UTILITIES - SWIMMING POOL	3,065.26	10,882.22	14,000.00	3,117.78	77.7
10-74-280 TELEPHONE - SWIMMING POOL	95.69	194.21	200.00	5.79	97.1
10-74-610 MISCELLANEOUS EXPENSE-SWIMMING	833.58	1,714.10	2,000.00	285.90	85.7
10-74-740 CAPITAL OUTLAY - SWIMMING POOL	1,515.05	8,956.93	52,288.28	43,331.35	17.1
TOTAL SWIMMING POOL	13,878.85	49,041.81	107,538.28	58,496.47	45.6
<u>LIBRARY</u>					
10-75-110 SALARIES & WAGES - LIBRARIAN	1,402.44	15,031.00	19,558.76	4,527.76	76.9
10-75-111 SALARIES & WAGES - PART TIME	680.16	14,651.59	19,319.04	4,667.45	75.8
10-75-130 BENEFITS - LIBRARIAN	393.22	7,781.71	9,213.88	1,432.17	84.5
10-75-131 BENEFITS - PART TIME	66.54	5,648.68	7,330.68	1,682.00	77.1
10-75-230 TRAVEL & CONFERENCES-LIBRARY	159.99	1,203.50	1,075.00	128.50	112.0
10-75-250 EQUIPMENT SUPPLIES & MAIN	.00	1,143.33	1,200.00	56.67	95.3
10-75-251 OFFICE SUPPLIES - LIBRARY	99.03	794.26	900.00	105.74	88.3
10-75-252 BOOK PURCHASE - LIBRARY	526.10	2,781.55	3,000.00	218.45	92.7
10-75-253 LIBRARY EXPENSE FROM TREASURY	.00	.00	2,675.00	2,675.00	.0
10-75-254 SUMMER READING EXPENSE	190.70	436.36	600.00	163.64	72.7
10-75-255 PROGRAMMING VERSO & INTERNET	.00	1,159.50	1,400.00	240.50	82.8
10-75-270 UTILITIES - LIBRARY	194.97	3,568.31	3,800.00	231.69	93.9
10-75-280 TELEPHONE - LIBRARY	117.71	1,412.52	1,500.00	87.48	94.2
10-75-290 UTILITIES- INTERNET	95.25	1,143.00	1,300.00	157.00	87.9
10-75-470 LIBRARY GRANT- CLEF	.00	3,600.00	3,600.00	.00	100.0
10-75-475 PROGRAMMING SUPPLIES-STORY HR	357.17	1,622.95	1,800.00	177.05	90.2
10-75-480 LIBRARY GRANT EXPENDITURES	.00	2,500.00	5,000.00	2,500.00	50.0
10-75-610 MISCELLANEOUS - LIBRARY	.00	582.60	600.00	17.40	97.1
10-75-740 CAPITAL OUTLAY - EQUIPMENT	.00	1,849.95	1,849.95	.00	100.0
10-75-910 TRANSFER TO MBA FUND	.00	.00	10,000.00	10,000.00	.0
TOTAL LIBRARY	4,283.28	66,910.81	95,722.31	28,811.50	69.9

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>AIRPORT</u>					
10-76-111 SALARIES & WAGES - PART TIME	700.00	8,454.15	8,400.00	(54.15)	100.6
10-76-131 BENEFITS - PART TIME	114.80	1,406.00	1,400.00	-(6.00)	100.4
10-76-230 TRAVEL AND CONFERENCES	.00	962.73	1,000.00	37.27	96.3
10-76-250 REPAIRS AND MAINTENANCE	192.79	1,284.37	5,809.11	4,524.74	22.1
10-76-260 OFFICE & RUNWAY IMPROVEMENTS	.00	115,265.75	132,384.26	17,118.51	87.1
10-76-270 UTILITIES - AIRPORT	203.65	2,830.22	3,000.00	169.78	94.3
10-76-280 TELEPHONE - AIRPORT	114.27	1,356.15	1,500.00	143.85	90.4
10-76-290 CREDIT CARD PROCESSING FEE	238.73	2,154.47	2,000.00	(154.47)	107.7
10-76-481 FUEL PURCHASE - JET A	.00	29,299.76	30,000.00	700.24	97.7
10-76-482 FUEL PURCHASE - 100 LL	.00	11,615.02	23,000.00	11,384.98	50.5
10-76-610 MISCELLANEOUS - AIRPORT	19.42	834.17	1,000.00	165.83	83.4
10-76-740 CAPITAL OUTLAY - EQUIPMENT	.00	2,450.00	2,450.00	.00	100.0
TOTAL AIRPORT	1,583.66	177,912.79	211,943.37	34,030.58	83.9
TOTAL FUND EXPENDITURES	128,241.94	2,134,488.07	2,610,760.90	476,272.83	81.8
NET REVENUE OVER EXPENDITURES	(30,261.95)	254,093.46	.00	(254,093.46)	.0

CITY OF MILFORD
BALANCE SHEET
JUNE 30, 2019

DEBT SERVICE FUND

ASSETS

30-11900	CASH - COMBINED FUND	(	43,108.00)	
30-12120	ST. TREAS CIB LIBRARY		32,534.00	
30-14150	PROPERTY HELD FOR SALE		60,700.00	
	TOTAL ASSETS			50,126.00

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
30-29610	FUND BALANCE-RESERVED-SID		68,076.46	
30-29800	BEGINNING OF YEAR		2,623.54	
	REVENUE OVER EXPENDITURES - YTD	(	20,574.00)	
	BALANCE - CURRENT DATE		50,126.00	
	TOTAL FUND EQUITY			50,126.00
	TOTAL LIABILITIES AND EQUITY			50,126.00

CITY OF MILFORD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2019

DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 39</u>					
30-39-900 DEBT SERVICE REVENUE	12,146.00	12,146.00	.00	(12,146.00)	.0
TOTAL SOURCE 39	12,146.00	12,146.00	.00	(12,146.00)	.0
 TOTAL FUND REVENUE	 12,146.00	 12,146.00	 .00	 (12,146.00)	 .0

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2019

DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
30-40-621 BOND B1806 ADMIN BUILD PAYMENT	.00	18,000.00	.00	(18,000.00)	.0
30-40-622 B1806 ADMIN BUILD INTEREST	.00	14,720.00	.00	(14,720.00)	.0
TOTAL EXPENDITURES	.00	32,720.00	.00	(32,720.00)	.0
TOTAL FUND EXPENDITURES	.00	32,720.00	.00	(32,720.00)	.0
NET REVENUE OVER EXPENDITURES	12,146.00	(20,574.00)	.00	20,574.00	.0

CITY OF MILFORD
BALANCE SHEET
JUNE 30, 2019

WATER FUND

ASSETS

51-11900	CASH - COMBINED FUND	225,239.76	
51-12100	ST TREAS-DESIGNATED-WATER	96,504.19	
51-12120	ST TREAS-RESTRICTED-BOND S3054	78,325.92	
51-12170	ST.TREAS-RESTRICTED-MAIN S3024	90,044.14	
51-13110	ACCOUNTS RECEIVABLE	43,899.25	
51-14200	DEFERRED OUTFLOW OF RESOURCES	31,579.49	
51-16210	BUILDINGS	4,292.50	
51-16310	WATER DISTRIBUTION SYSTEM	2,454,866.01	
51-16510	MACHINERY AND EQUIPMENT	64,585.65	
51-16610	AUTOMOBILES AND TRUCKS	59,270.72	
51-17500	ACCUMULATED DEPRECIATION	(1,852,782.03)	
TOTAL ASSETS			1,295,825.60

LIABILITIES AND EQUITY

LIABILITIES

51-21310	ACCOUNTS PAYABLE	(1,077.90)	
51-21320	DEPOSITS PAYABLE	15,673.00	
51-21330	ACCRUED EMPLOYEE BENEFITS	29,058.31	
51-21400	DEFERRED REVENUE	8,000.00	
51-25200	LOAN PAYABLE 35024	192,000.00	
51-25500	WATER FUND INTEREST PAYABLE	3,540.00	
51-25700	NET PENSION LIABILITY	33,680.81	
TOTAL LIABILITIES			280,874.22

FUND EQUITY

51-26110	DEFERRED INFLOW OF RESOURCES	22,407.21	
UNAPPROPRIATED FUND BALANCE:			
51-29110	RETAINED EARNINGS-RESERVED	27,146.90	
51-29800	RETAINED EARNINGS-WATER FUND	678,370.81	
51-29900	RETAINED EARNINGS-DESIGNATED	221,288.84	
	REVENUE OVER EXPENDITURES - YTD	65,737.62	
BALANCE - CURRENT DATE		992,544.17	
TOTAL FUND EQUITY			1,014,951.38
TOTAL LIABILITIES AND EQUITY			1,295,825.60

CITY OF MILFORD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2019

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUE</u>					
51-37-100 WATER SALES	42,227.16	395,825.70	420,000.00	24,174.30	94.2
51-37-200 WATER CONNECTION FEES	.00	.00	1,000.00	1,000.00	.0
51-37-201 IMPACT FEES	.00	1,354.48	2,500.00	1,145.52	54.2
51-37-300 PENALTIES & FORFEITURES	247.24	2,720.63	3,500.00	779.37	77.7
51-37-600 INTEREST - WATER FUND	278.89	2,985.41	2,900.00	(85.41)	103.0
TOTAL OPERATING REVENUE	42,753.29	402,886.22	429,900.00	27,013.78	93.7
<u>INTEREST - OTHER</u>					
51-38-900 MISCELLANEOUS REVENUE	.00	12,669.02	12,000.00	(669.02)	105.6
TOTAL INTEREST - OTHER	.00	12,669.02	12,000.00	(669.02)	105.6
TOTAL FUND REVENUE	42,753.29	415,555.24	441,900.00	26,344.76	94.0

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2019

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
51-40-110 SALARIES & WAGES - FOREMAN	4,308.26	56,332.15	56,007.24	(324.91)	100.6
51-40-111 SALARIES & WAGES-OPERATOR A&B	3,201.60	41,949.05	41,620.80	(328.25)	100.8
51-40-112 SALARIES & WAGES-UTILITY CLERK	2,487.87	32,585.95	32,342.38	(243.57)	100.8
51-40-130 BENEFITS - FOREMAN	3,295.06	40,513.50	40,373.87	(139.63)	100.4
51-40-131 BENEFITS - OPERATOR A & B	2,850.09	34,637.07	34,317.97	(319.10)	100.9
51-40-134 BENEFITS - UTILITY CLERK	2,174.82	26,333.35	27,199.63	866.28	96.8
51-40-230 WATER FUEL	460.55	3,477.58	5,000.00	1,522.42	69.6
51-40-250 EQUIPMENT SUPPLIES & MAIN.	183.63	14,586.48	15,000.00	413.52	97.2
51-40-270 UTILITIES - CULINARY	2,444.50	32,417.80	32,000.00	(417.80)	101.3
51-40-271 UTILITIES-PRESSURE PUMP	709.46	9,412.12	9,000.00	(412.12)	104.6
51-40-273 UTILITIES-IRRIGATION	1,313.72	9,486.00	8,600.00	(886.00)	110.3
51-40-274 UTILITIES-INTERNET	39.95	479.40	500.00	20.60	95.9
51-40-280 TELEPHONE - WATER	103.22	1,206.43	1,200.00	(6.43)	100.5
51-40-310 PROFESSIONAL/TECHNICAL SERVICE	70.00	2,187.00	3,000.00	813.00	72.9
51-40-311 LEGAL AND AUDIT SERVICES	.00	3,741.25	4,000.00	258.75	93.5
51-40-481 METER SUPPLIES AND MAINTENANCE	.00	1,264.95	3,000.00	1,735.05	42.2
51-40-510 TRAVEL AND CONFERENCE	.00	1,642.88	1,642.88	.00	100.0
51-40-610 MISCELLANEOUS EXPENSE	164.57	2,498.97	2,250.00	(248.97)	111.1
51-40-620 SERVLINE INSURANCE	2,157.00	11,764.60	13,500.00	1,735.40	87.2
51-40-650 DEPRECIATION	.00	.00	65,000.00	65,000.00	.0
51-40-740 CAPTIAL OUTLAY-EQUIPMENT	3,000.00	16,221.09	18,000.00	1,778.91	90.1
51-40-813 BOND 3S024 INTEREST	.00	7,080.00	7,080.00	.00	100.0
TOTAL EXPENDITURES	28,964.30	349,817.62	420,634.77	70,817.15	83.2
TOTAL FUND EXPENDITURES	28,964.30	349,817.62	420,634.77	70,817.15	83.2
NET REVENUE OVER EXPENDITURES	13,788.99	65,737.62	21,265.23	(44,472.39)	309.1

CITY OF MILFORD
BALANCE SHEET
JUNE 30, 2019

SEWER FUND

ASSETS

52-11900	CASH - COMBINED FUND	296,059.36	
52-12110	ST. TREAS-DESIGNATED SEWER	170,558.38	
52-13110	ACCOUNTS RECEIVABLE	26,210.21	
52-14200	DEFERRED OUTFLOW OF RESOURCES	30,344.18	
52-16110	LAND	29,536.50	
52-16210	BUILDINGS	4,643.20	
52-16310	SEWER SYSTEM	2,137,834.26	
52-16510	MACHINERY AND EQUIPMENT	127,166.11	
52-16610	AUTOMOBILES AND TRUCKS	54,520.72	
52-17500	ACCUMULATED DEPRECIATION	(1,768,008.22)	
TOTAL ASSETS			1,108,864.70

LIABILITIES AND EQUITY

LIABILITIES

52-21330	ACCRUED EMPLOYEE BENEFITS	26,490.05	
52-21400	DEFERRED REVENUE	8,000.00	
52-25700	NET PENSION LIABILITY	32,363.31	
TOTAL LIABILITIES			66,853.36

FUND EQUITY

52-26110	DEFERRED INFLOW OF RESOURCES	21,530.70	
UNAPPROPRIATED FUND BALANCE:			
52-29110	RETAINED EARNINGS-RESERVED	9,696.81	
52-29800	RETAINED EARNINGS-SEWER FUND	829,406.24	
52-29900	RETAINED EARNINGS-DESIGNATED	99,571.76	
	REVENUE OVER EXPENDITURES - YTD	81,805.83	
BALANCE - CURRENT DATE		1,020,480.64	
TOTAL FUND EQUITY			1,042,011.34
TOTAL LIABILITIES AND EQUITY			1,108,864.70

CITY OF MILFORD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2019

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUE</u>					
52-37-100 SEWER FEES	21,685.00	273,207.43	269,000.00	(4,207.43)	101.6
52-37-201 IMPACT FEES	.00	906.79	2,500.00	1,593.21	36.3
52-37-600 INTEREST - SEWER FUND	492.90	5,291.86	5,300.00	8.14	99.9
TOTAL OPERATING REVENUE	22,177.90	279,406.08	276,800.00	(2,606.08)	100.9
<u>INTEREST - OTHER</u>					
52-38-900 MISCELLANEOUS REVENUE	.00	86.00	100.00	14.00	86.0
TOTAL INTEREST - OTHER	.00	86.00	100.00	14.00	86.0
TOTAL FUND REVENUE	22,177.90	279,492.08	276,900.00	(2,592.08)	100.9

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2019

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
52-40-110 SALARIES & WAGES - LEADMAN	4,122.22	53,913.71	53,588.96	(324.75)	100.6
52-40-111 SALARIES & WAGES-OPERATOR A&B	2,401.20	31,459.25	31,215.60	(243.65)	100.8
52-40-114 SALARIES & WAGES-UTILITY CLERK	829.30	10,862.09	10,780.79	(81.30)	100.8
52-40-130 BENEFITS - OPERATOR A & B	2,137.98	25,976.83	25,738.47	(238.36)	100.9
52-40-131 BENEFITS - LEADMAN	3,235.24	39,730.05	39,602.87	(127.18)	100.3
52-40-134 BENEFITS - UTILITY CLERK	724.92	8,777.55	9,066.54	288.99	96.8
52-40-230 FUEL - SEWER	460.55	3,477.58	3,700.00	222.42	94.0
52-40-250 EQUIPMENT SUPPLIES & MAIN	171.88	6,093.69	10,000.00	3,906.31	60.9
52-40-270 UTILITIES-ELECTRICAL & GAS	644.25	7,749.50	8,000.00	250.50	96.9
52-40-280 TELEPHONE - SEWER	31.45	345.07	400.00	54.93	86.3
52-40-310 LEGAL AND AUDIT SERVICES	.00	3,741.25	4,000.00	258.75	93.5
52-40-510 TRAVEL AND CONFERENCE	.00	100.00	1,000.00	900.00	10.0
52-40-610 MISCELLANEOUS EXPENSES	156.00	778.33	1,100.00	321.67	70.8
52-40-620 SERVLINE PROTECTION	630.50	3,614.00	3,604.00	(10.00)	100.3
52-40-650 DEPRECIATION	.00	.00	70,000.00	70,000.00	.0
52-40-750 CAPITAL OUTLAY - SEWER	1,067.35	1,067.35	1,100.00	32.65	97.0
TOTAL EXPENDITURES	16,612.84	197,686.25	272,897.23	75,210.98	72.4
TOTAL FUND EXPENDITURES	16,612.84	197,686.25	272,897.23	75,210.98	72.4
NET REVENUE OVER EXPENDITURES	5,565.06	81,805.83	4,002.77	(77,803.06)	2043.7

CITY OF MILFORD
BALANCE SHEET
JUNE 30, 2019

MUNICIPAL BUILDING AUTHORITY

ASSETS

54-11900	CASH - COMBINED FUND	(	10,008.00)	
54-12110	ST TREAS CIB LIBRARY		8.00	
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
JUNE 30, 2019

GENERAL FIXED ASSETS

ASSETS

91-16110	LAND	260,210.36	
91-16210	BUILDINGS	961,552.06	
91-16310	IMPROVEMENTS OTHER THAN BLDGS	2,771,347.43	
91-16410	OFFICE FURNITURE AND EQUIPMENT	92,041.11	
91-16510	MACHINERY AND EQUIPMENT	437,768.06	
91-16610	AUTOMOBILES AND TRUCKS	126,629.00	
91-16710	CAPITAL ASSET - INFRASTRUCTURE	930,118.86	
91-16810	WIP	492,164.81	
TOTAL ASSETS			6,071,831.69

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
91-29800	BEGINNING OF YEAR	745,592.15	
91-29850	ADDITIONS - CURRENT YEAR	5,326,239.54	
	REVENUE OVER EXPENDITURES - YTD		
BALANCE - CURRENT DATE		6,071,831.69	
TOTAL FUND EQUITY			6,071,831.69
TOTAL LIABILITIES AND EQUITY			6,071,831.69

CITY OF MILFORD
BALANCE SHEET
JUNE 30, 2019

GENERAL LONG TERM DEBT

ASSETS

95-18100 AMT PROVIDED-GENERAL LT DEBT

1,037,956.36

TOTAL ASSETS

1,037,956.36

LIABILITIES AND EQUITY

LIABILITIES

95-21500 ACCRUED EMPLOYEE BENEFITS

14,310.30

95-25102 BONDS PAYABLE -CIB LIBRARY

230,000.00

95-25105 ADMINISTRATION BUILDING LOAN

736,000.00

95-25300 LEASE PAYABLE GRADER

10,129.18

95-25700 NET PENSION LIABILITY

47,516.88

TOTAL LIABILITIES

1,037,956.36

TOTAL LIABILITIES AND EQUITY

1,037,956.36

Milford Municipal Airport Monthly Fuel Analysis Month June 2019

Date	100 LL	Gallons Sold & Test	Jet A	Gallons Sold & Test	Tie Down	After Hours Fee	Oil	Misc.	Processing Fee	Total
6/1/2019	\$0.00	0	\$0.00	0						\$0.00
6/2/2019	\$130.99	27.29	\$2,009.39	484.2					\$67.06	\$2,073.32
6/3/2019	\$0.00	0	\$0.00	0						\$0.00
6/4/2019	\$0.00	0	\$0.00	0						\$0.00
6/5/2019	\$0.00	0	\$0.00	0						\$0.00
6/6/2019	\$0.00	0	\$0.00	0						\$0.00
6/7/2019	\$128.06	26.68	\$0.00	0					\$4.42	\$123.64
6/8/2019	\$0.00	0	\$0.00	0						\$0.00
6/9/2019	\$0.00	0	\$0.00	0						\$0.00
6/10/2019	\$112.94	23.53	\$0.00	0					\$3.78	\$109.16
6/11/2019	\$0.00	0	\$293.86	70.81					\$9.84	\$284.02
6/12/2019	\$57.36	11.95	\$0.00	0					\$1.92	\$55.44
6/13/2019	\$0.00	0	\$0.00	0						\$0.00
6/14/2019	\$523.49	109.06	\$623.33	150.2					\$38.41	\$1,108.41
6/15/2019	\$0.00	0	\$0.00	0						\$0.00
6/16/2019	\$363.12	75.65	\$0.00	0					\$12.16	\$350.96
6/17/2019	\$59.47	12.39	\$0.00	0					\$1.99	\$57.48
6/18/2019	\$169.01	35.21	\$0.00	0					\$5.66	\$163.35
6/19/2019	\$171.93	35.82	\$0.00	0					\$5.80	\$166.13
6/20/2019	\$48.00	10	\$0.00	0					\$1.61	\$46.39
6/21/2019	\$0.00	0	\$0.00	0						\$0.00
6/22/2019	\$57.60	12	\$0.00	0					\$1.93	\$55.67
6/23/2019	\$152.39	31.75	\$0.00	0					\$5.16	\$147.23
6/24/2019	\$0.00	0	\$0.00	0						\$0.00
6/25/2019	\$268.51	55.94	\$229.16	55.22					\$16.95	\$480.72
6/26/2019	\$245.71	51.19	\$389.77	93.92					\$13.64	\$621.84
6/27/2019	\$0.00	0	\$0.00	0						\$0.00
6/28/2019	\$46.08	9.6	\$0.00	0						\$46.08
6/29/2019	\$0.00	0	\$0.00	0						\$0.00
6/30/2019	\$0.00	0	\$0.00	0						\$0.00
	\$2,534.66	528.06	\$3,545.51	854.35	\$0.00	\$0.00	\$0.00	\$0.00	\$190.33	\$5,889.84

Balance of Funds for Fuel Purchase

Fuel Purchases		
Amount	Gallons	Type
		Jet A
		100 LL

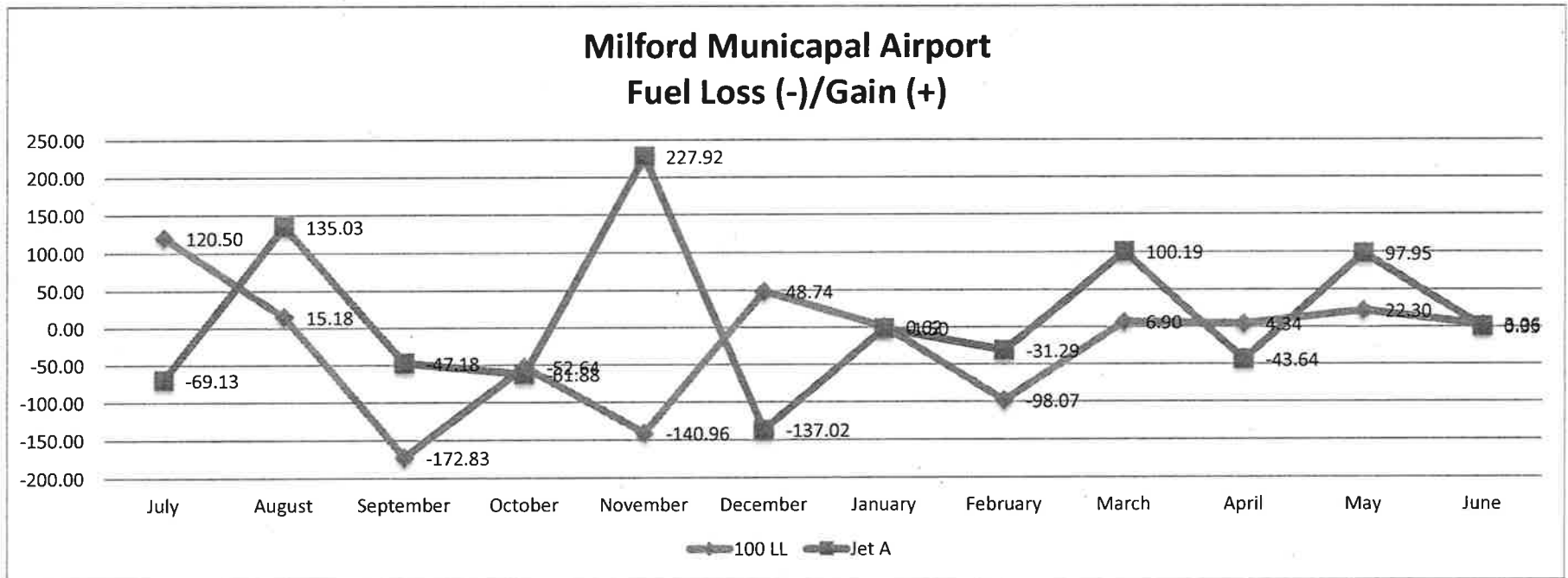
Accumulated Credit Card Balance			
Month Total			
Month Balance	Payments	Description	Balance
\$6,080.17			-\$2,539.43
	\$5,860.05	CC Rem	\$3,540.74
	\$0.00	Cash	-\$2,319.31
			-\$2,319.31

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	2658.00	0.00	528.06	2129.94	2133.00	3.06	\$3.85	\$8,212.05
Jet A	3881.00	0.00	854.35	3026.65	3027.00	0.35	\$3.59	\$10,866.93
Total	6539.00	0.00	1382.41	5156.59	5160.00	3.41		\$19,078.98

Milford Municipal Airport Fuel Loss/Gain 2018-2019

	July	August	September	October	November	December	January	February	March	April	May	June
100 LL	120.50	15.18	-172.83	-52.64	-140.96	48.74	0.62	-98.07	6.90	4.34	22.30	3.06
Jet A	-69.13	135.03	-47.18	-61.88	227.92	-137.02	-1.50	-31.29	100.19	-43.64	97.95	0.35



**World Fuel Owes Milford City 220 Gallon of Jet A Fuel.

7/5/18 Jet A fuel order: Invoice reflects a price reduction for the 220 Gallons owed to Milford City.

1 DRAFT

2
3 MINUTES OF MILFORD CITY PUBLIC HEARING

4 TUESDAY, JUNE 18, 2019, 26 SOUTH 100 WEST, MILFORD, UTAH AT 4:00 PM

5 The Milford City Council meeting convened in Public Hearing session on Tuesday, June 18,
6 2019, at 26 South 100 West, Milford, Utah. Meeting commenced at 4:00 PM.

7 Present: Mayor Nolan Davis, Council Members Russell Smith, Ian Spaulding, Les Whitney, Terry
8 Wiseman, and Shane Yardley. City Administrator Makayla Bealer, Administrative Assistant Lisa
9 Thompson, City Recorder Monica Seifers, Foreman Ben Stewart, Attorney Leo Kanell.

10 Absent: None

11 Visitors: Jesse Ralphs, Zachary Jacobson – Sunrise Engineering

12 The purpose of the meeting was to hear public comments on the operating budget for Milford City
13 for Fiscal Year 2019-2020 which includes salaries and compensation for statutory employees.

14 Mayor Davis opened the public hearing calling for comments. There were none.

15 The hearing adjourned at 4:07 PM.
16
17

DRAFT
Milford City Council Meeting
Tuesday, June 18, 2019, 4:00 PM
Milford City Hall, 26 South 100 West
Milford, Utah 84751

Members Present: Mayor Nolan Davis, Council Members Russell Smith, Ian Spaulding, Les Whitney, Terry Wiseman, and Shane Yardley.

Absent: None

Staff: City Administrator Makayla Bealer, City Recorder Monica Seifers, Administrative Assistant Lisa Thompson, Attorney Leo Kanell, Foreman Benjamin Stewart.

Visitors (Official Roster): Jesse Ralphs and Zachary Jacobson - Sunrise Engineering

Call to Order

Mayor Nolan Davis called the meeting to order at 4:03 p.m. followed by the Pledge of Allegiance.

Public Hearing

a. Operating Budget FY 2019-2020

No comments.

Reconvened regular meeting at 4:07 PM.

Visitors

a. Jesse Ralphs, Sunrise Engineering- Culinary Water Project

Mr. Ralphs reported on the time table from RD. It is progressing a little quicker than anticipated. He asked if there were any questions at this point. He asked the council if they wanted to hold any public hearings. He explained the funding process. The next step is selection of a bond counsel, which is done by the city. City will obtain quotes. The engineering contract follows.

Jesse reviewed the Amendment #1 summary (attached). He asked if there were any questions relating to the Amendment Agreement. There were none.

Consent Issues

a. Consent issues including bills and payroll, Financial Report May 2019; Minutes of May 21, 2019 Public Hearing – Waiving Payment for Inter-fund Services, May 21, 2019 Public Hearing – Code Revisions, and May 21, 2019 Regular Council Meeting, and June 4, 2019 Special Work Session.

MOTION: Council Member Les Whitney moved to approve the consent issues as presented. Motion was seconded by Council Member Russell Smith. All were in favor, motion carried.

New Business

a. Amendment No. 1 to Owner-Engineer Agreement

- *MOTION: Council Member Les Whitney moved to authorize the mayor to sign Amendment #1 to the Owner-Engineer Agreement. Motion was seconded by Council Member Ian Spaulding. All were in favor, motion carried.*

46
47 b. Discuss Solid Waste Service Contract for Billing

48 Administrator Bealer reported that there was an administrative fee for the cities providing the billing
49 services for garbage. They are currently set at \$0.50 per account. The current metered mail postage fee
50 is \$0.50. Does the council want to make any adjustments? Council Member Ian Spaulding did not feel
51 the need to increase it. Mayor Davis explained the budgeting at the Service District would have to be
52 adjusted so if the city wanted to make any changes this would be the time to do it. Attorney Kanell
53 explained how the system was set up. Makayla reported that no resolutions were passed by Beaver or
54 Minersville either and they are both currently collecting \$0.50 per account billed. Mayor Davis asked if
55 Makayla could discuss it with Beaver and Minersville feeling that if one community increases it then all
56 should.
57

58 c. Library Board Appointment

59 The Library Board recommended the appointment of Aaron Harding. Administrator Bealer explained that
60 the Library Board sets policy for the library media use, however, personnel policy is set by council. There
61 are not any conflicts with his wife currently working as the assistant at the library.

- 62 ➤ *MOTION: Council Member Terry Wiseman moved to appoint Aaron Harding to the Library*
63 *Board as recommended by the board. Motion was seconded by Council Member Ian Spaulding.*
64 *All were in favor, motion carried.*
65

66 **Old Business**

67 a. Culinary Water Project / Rural Development Funding Update

68 Jesse covered these under visitors. Administrator Bealer reported that the city was still lined up to do a
69 trial with the electronic meters.
70

71 **Ordinance and Resolutions**

72 a. Resolution 7-2019 "Setting and Adjusting Approved Vendor List"

73 Moved by Council Member Russell Smith. Seconded by Council Member Shane Yardley. Roll Call Votes:
74 Russell Smith -yes, Ian Spaulding -yes, Les Whitney - yes, Terry Wiseman- yes, and Shane Yardley – yes.
75 Motion carried.

76 b. Resolution 8-2019 "Adopting Operating Budget FY2019-2020"

77 Moved by Council Member Ian Spaulding. Seconded by Council Member Terry Wiseman. Roll Call Votes:
78 Russell Smith -yes, Ian Spaulding -yes, Les Whitney - yes, Terry Wiseman- yes, and Shane Yardley – yes.
79 Motion carried.

80 c. Resolution 9-2019 "Setting Real and Personal Property Tax"

81 Makayla reported that the city had reduced the certified tax rate by the amount increased by the sheriff
82 tax.

83 Moved by Council Member Russell Smith. Seconded by Council Member Ian Spaulding. Roll Call Votes:
84 Russell Smith -yes, Ian Spaulding -yes, Les Whitney - yes, Terry Wiseman- yes, and Shane Yardley – yes.
85 Motion carried.

86 d. Resolution 10-2019 "Adjusting Compensation and Salaries FY2019-2020"

87 Moved by Council Member Les Whitney. Seconded by Council Member Terry Wiseman. Roll Call Votes:
88 Russell Smith -yes, Ian Spaulding -yes, Les Whitney - yes, Terry Wiseman- yes, and Shane Yardley – yes.
89 Motion carried.

90 e. Resolution 11-2019 "Amending Operating Budget FY2018-2019"

Moved by Council Member Terry Wiseman. Seconded by Council Member Les Whitney. Roll Call Votes:
Russell Smith -yes, Ian Spaulding -yes, Les Whitney - yes, Terry Wiseman- yes, and Shane Yardley – yes.
Motion carried.

f. Resolution 12-2019 “URS Contribution”

Moved by Council Member Shane Yardley. Seconded by Council Member Russell Smith. Roll Call Votes:
Russell Smith -yes, Ian Spaulding -yes, Les Whitney - yes, Terry Wiseman- yes, and Shane Yardley – yes.
Motion carried.

Staff and Council Reports

Staff Member Reports and Comments

Leo Kanell ~ City Attorney

- Utah League of Cities and Towns – Inquired if the city had received anything from the ULCT regarding HB 163. He explained that the misuse of public funds criminal statute has been changed to include the misuse of public property. The city needs to make sure there is something in the city code to prevent criminal activity if the city has authorized anything. The personnel policy should be looked at as well.

Makayla Bealer ~ City Administrator

- Continuing to struggle with finding irrigation solutions. Foreman Stewart did fill the water tank and unfortunately it is leaking worse now than ever before so he shut it down. Looking at changing watering times to accommodate everyone on the irrigation system. We are working on a resolution so if you receive any complaints please ask them to be patient. She has worked with Foreman Stewart on a watering schedule.
- Chip Sealing – scheduled for August 6 and 7th, but the county has asked if the date could move up to July. Cory asked if the city could take July 17, 18 or August 8, 9. No dates set as of today – will update as it becomes available.
- Caboose Park: Have discussed keeping the caboose open during office hours. The staff and crew have worked on securing the train and getting it ready to open. There were a few items belonging to the travel council staff who operated it previously and they expressed some concerns with transients and kids with snow cones and treats that would frequently hang out in the caboose. Makayla reported that the crew had secured any hazards, but the AC unit has been removed which creates another concern with someone getting trapped inside the caboose train and suffocating. There are kids frequenting the caboose due to the ice shack being located at the park. She discussed the possibility of having a key available at the office that an adult could check out during office hours to view the caboose train, rather than leaving it open and unattended throughout the day. She reported that the kiosk was filled with brochures. We already have had issues with kids littering the park with the brochures. Members of the council and the Mayor expressed that it may not be a good idea to open the caboose and create a liability. The city will continue to maintain it and open it during certain activities when it can be manned. Makayla expressed her appreciation to Foreman Stewart and the crew and staff for preparing the caboose to be opened.
- Milford City’s 150th birthday is approaching in 2023, do we want to get some committees thinking about a celebration? The council would like to see community involvement.
- The city has received an offer on Parcel 5-24-26 – corner lot on 700 West.
- Parcel 5-24-25 is under contract. Mayor Davis will close this Friday at 9 AM.

Monica Seifers ~ City Recorder

137 ➤ Scott Symond, along with incumbent Council Members Les Whitney, Russell Smith, and Terry
138 Wiseman have filed for the three council member offices commencing January 1, 2020. There will
139 not be a Primary Election. General Election will be held November 5 and will be a by mail election as
140 in years past.
141

142 Lisa Thompson ~ Administrative Assistant

143 ➤ No reports or comments.
144

145 Ben Stewart ~ City Foreman

146 ➤ No reports or comments.
147

148 Council Member Russell Smith ~ Cemetery, Sewer

149 ➤ Commended the crew and volunteers working at the golf course. It is the best he has seen it for quite
150 a few years, the weeds have been kept down great this year.
151

152 Council Member Ian Spaulding ~ Airport, Recreation and Parks, Beautification

153 ➤ The scoreboard looks nice, he commended everyone for their efforts.
154

155 Council Member Les Whitney ~ Planning and Zoning Commission, Buildings, and Equipment

156 ➤ The flower pots look nice along Main Street. He asked about the watering schedule that was emailed
157 out to the council. He thanked the crew for watering during the week and the office staff and Mayor
158 Davis for volunteering weekends in the past. He urged the participation of all members to volunteer
159 on the weekends to keep the planters looking good through the summer.
160

161 Council Member Terry Wiseman ~ Library, Streets, County Board of Adjustments

162 ➤ No reports or comments.
163

164 Council Member Shane Yardley ~ Water, Public Safety and Law Enforcement, Beautification

165 ➤ No reports or comments.
166

167 Mayor Davis ~ Waste Management Board, Economic Development, Five County Steering, LIC Committee,
168 COG

169 ➤ Reported that Five County Association of Governments had a lengthy discussion regarding the bill
170 that would require taxing for all services. There is concern that it would create a black market and
171 hurt businesses. The bill is being opposed throughout the state.

172 ➤ Minersville Town has a sweeper that they are willing to rent to the city and if we like it, they don't
173 have much use for it so there is an opportunity for the city to look at purchasing it if there is an
174 interest.

175 ➤ Reported that Wells Fargo Bank is closing their Milford Branch on September 18, 2019. The city needs
176 to reach out to other financial institutions to try to recruit for Milford. Wells Fargo will not sell the
177 building for a year following the closure, they do not want another financial institution coming in and
178 taking their accounts. They think the accounts will transfer to the Beaver and Cedar branches.
179

180 Meeting Adjournment ~ *as there was no further business the meeting adjourned at 5:25 PM.*
181

182 **THESE MINUTES ARE IN DRAFT FORM AND HAVE NOT BEEN APPROVED BY CITY COUNCIL – SUBJECT TO**
183 **CHANGE**



Memorandum of Understanding (MOU)

1. Parties

This MOU is between MILFORD MEMORIAL HOSPITAL, hereinafter referred to as “MMH”, and MILFORD CITY hereinafter referred to as “MILFORD CITY”. MMH (Facility) and MILFORD CITY are hereinafter referred to as the “parties”.

2. Purpose

a. The purpose of this MOU is to **secure a location in which MMH could utilize in the event of an emergency situation that would include temporarily evacuating patients and staff members of MMH until further accommodations are made for relocation if necessary.**

b. This MOU is voluntary and non-binding. Neither party intends for this MOU to alter in any way its respective legal rights or its legal obligations to one another. The parties understand that circumstances, particularly in an emergency, may make performance of the goals of this MOU impossible. Nevertheless, this MOU is intended to prepare for such emergencies.

2. Services, Supplies or Equipment (Resources) to be Provided

Use of the Milford City Office Building located at 26 South 100 West, Milford Utah specifically the Central Meeting Room and kitchen area to feed and shelter patients and staff until further accommodations are made for relocation (if necessary)

3. Mobilization Method and Receipt of Resources

The parties have the following understanding:

a. Under these conditions MILFORD CITY, will provide access to the facility upon request from MMH in the event of an Emergency/Disaster situation.

b. Upon admittance to the property, the MMH anticipates securing, maintaining, repairing and insuring the property against loss or damage.

4. Reimbursement of Resources

If reimbursement for the use of the property is requested by the Milford City, payment shall be made as soon as possible under the circumstances, but ideally no later than the 10th of the month following provision of the resources.

7. Contact Information

The designated primary contacts for the parties are:

For: Milford Memorial Hospital
Chief Operating Officer: Michelle Barton
850 North Main, P.O. Box 640
Milford, Utah 84751
Phone: 435-387-2411 ext. 6411
Fax: 435-438-6380
Email: mbarton@milfordhospital.net

For: Milford City
City Manager: Makayla Bealer
26 South 100 West
Milford, Utah 84751
Phone: 435-387-
Fax: 435-387-
Email: Mbealer

SIGNATURES:

City of Milford

Milford Memorial Hospital

Note: This form of Memorandum of Understanding is non-binding. Other forms of agreement may be binding. For example, either a Memorandum of Agreement (MOA) or a Mutual Aid Agreement (MAA) is probably binding, depending on the specific terms. Consult legal counsel before finalizing a MOA or a MAA.



**SOMPO
INTERNATIONAL**
INSURANCE

Name of Applicant: City of Milford

Date of Notice: 06/21/2019

Insurance Company: Sompo

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as reauthorized and amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% IN 2015 AND DECREASES ITS REIMBURSEMENT PERCENTAGE 1% EACH CALENDAR YEAR TO A TOTAL OF 80% IN 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS REAUTHORIZED AND AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

- ☐ I hereby elect to purchase Terrorism coverage for certified acts of terrorism for a prospective premium of \$ 136.90
- ☒ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder Signature

Date



COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)
06/21/2019

AGENCY Sunbelt Insurance 114 Lee Parkway Drive P.O. Box 22547 Chattanooga TN 37422		CARRIER SOMPO International		NAIC CODE												
		COMPANY POLICY OR PROGRAM NAME		PROGRAM CODE												
		POLICY NUMBER IMU10009704503														
CONTACT NAME: Julie Ward		UNDERWRITER		UNDERWRITER OFFICE Producing Office												
PHONE (A/C, No, Ext): (423) 855-1234		STATUS OF TRANSACTION <table><tr><td>☐ QUOTE</td><td>☐ ISSUE POLICY</td><td>☒ RENEW</td></tr><tr><td colspan="3">BOUND (Give Date and/or Attach Copy):</td></tr><tr><td>☐ CHANGE</td><td>DATE</td><td>TIME</td></tr><tr><td>☐ CANCEL</td><td>08/01/2019</td><td>12:01</td></tr></table>			☐ QUOTE	☐ ISSUE POLICY	☒ RENEW	BOUND (Give Date and/or Attach Copy):			☐ CHANGE	DATE	TIME	☐ CANCEL	08/01/2019	12:01
☐ QUOTE	☐ ISSUE POLICY				☒ RENEW											
BOUND (Give Date and/or Attach Copy):																
☐ CHANGE	DATE				TIME											
☐ CANCEL	08/01/2019	12:01														
FAX (A/C, No): (423) 899-7444																
E-MAIL ADDRESS: julie@sunbeltinsurance.net																
CODE:																
SUBCODE:																
AGENCY CUSTOMER ID: 00019591																

LINES OF BUSINESS

INDICATE LINES OF BUSINESS	PREMIUM		PREMIUM		PREMIUM
☐ BOILER & MACHINERY	\$		☐ CYBER AND PRIVACY	\$	
☐ BUSINESS AUTO	\$		☐ FIDUCIARY LIABILITY	\$	
☐ BUSINESS OWNERS	\$		☐ GARAGE AND DEALERS	\$	
☐ COMMERCIAL GENERAL LIABILITY	\$		☐ LIQUOR LIABILITY	\$	
☒ COMMERCIAL INLAND MARINE	\$		☐ MOTOR CARRIER	\$	
☐ COMMERCIAL PROPERTY	\$		☐ TRUCKERS	\$	
☐ CRIME	\$		☐ UMBRELLA	\$	

ATTACHMENTS

☐ ACCOUNTS RECEIVABLE / VALUABLE PAPERS	☐ GLASS AND SIGN SECTION	☐ STATEMENT / SCHEDULE OF VALUES
☐ ADDITIONAL INTEREST SCHEDULE	☐ HOTEL / MOTEL SUPPLEMENT	☐ STATE SUPPLEMENT (If applicable)
☐ ADDITIONAL PREMISES INFORMATION SCHEDULE	☐ INSTALLATION / BUILDERS RISK SECTION	☐ VACANT BUILDING SUPPLEMENT
☐ APARTMENT BUILDING SUPPLEMENT	☐ INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	☐ VEHICLE SCHEDULE
☐ CONDO ASSN BYLAWS (for D&O Coverage only)	☐ INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	
☐ CONTRACTORS SUPPLEMENT	☐ LOSS SUMMARY	
☐ COVERAGES SCHEDULE	☐ OPEN CARGO SECTION	
☐ DEALERS SECTION	☐ PREMIUM PAYMENT SUPPLEMENT	
☐ DRIVER INFORMATION SCHEDULE	☐ PROFESSIONAL LIABILITY SUPPLEMENT	
☐ ELECTRONIC DATA PROCESSING SECTION	☐ RESTAURANT / TAVERN SUPPLEMENT	

POLICY INFORMATION

PROPOSED EFF DATE 08/01/2019	PROPOSED EXP DATE 08/01/2020	BILLING PLAN ☐ DIRECT ☒ AGENCY	PAYMENT PLAN	METHOD OF PAYMENT	AUDIT	DEPOSIT \$	MINIMUM PREMIUM \$	POLICY PREMIUM \$ 13,689.40
--	--	---	---------------------	--------------------------	--------------	----------------------	------------------------------	---------------------------------------

APPLICANT INFORMATION

NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) City of Milford 405 South Main P.O. Box 69 Milford UT 84751		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #: (435)387-2711			
		WEBSITE ADDRESS http://www.milfordut.com/			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		

AGENCY CUSTOMER ID: 00019591

PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

NATURE OF BUSINESS

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

ACORD 125 (2016/03)

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES

Y / N

1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?

PARENT COMPANY NAME

RELATIONSHIP DESCRIPTION

% OWNED

1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?

SUBSIDIARY COMPANY NAME

RELATIONSHIP DESCRIPTION

% OWNED

2. IS A FORMAL SAFETY PROGRAM IN OPERATION?

☐

SAFETY MANUAL

☐

SAFETY POSITION

☐

MONTHLY MEETINGS

☐

OSHA

☐

3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?

4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)

LINE OF BUSINESS

POLICY NUMBER

LINE OF BUSINESS

POLICY NUMBER

5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)

☐

NON-PAYMENT

☐

AGENT NO LONGER REPRESENTS CARRIER

☐☐

NON-RENEWAL

☐

UNDERWRITING

☐

CONDITION CORRECTED (Describe):

6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?

7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY?
(In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).

8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:

12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES?
(If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)

13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?

14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)

15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**PRIOR CARRIER INFORMATION**

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

PRIOR CARRIER INFORMATION (continued)

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY ☐ Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST _____ YEARS

TOTAL LOSSES: \$

DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBROGATION Y/N	CLAIM OPEN Y/N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.

(Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.)

(Applicant's Initials): _____

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Sunbelt Insurance		NAMED INSURED City of Milford
POLICY NUMBER IMU10009704503		
CARRIER SOMPO International	NAIC CODE	EFFECTIVE DATE: 8/1/2019

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 125 _____ FORM TITLE: Commercial Application

Policy

Water Loss Protection Residential: Rate:\$1.80 Limit: \$2500.00 1-adj per 12 mos over 2 billing cycles

Water Line Protection Residential: Rate: \$4.40

Sewer Line Protection Residential: Rate: \$6.50

Remove exclusion for leaky faucets.

Remove exclusion for leaky commodes.

Remove Vacancy exclusion.

Remove exclusion for leaks in pressure reducing valves.

Please refer to the Utility's attached leak adjustment policy for additional information regarding guidelines and qualifications for leak adjustments.

Inland Marine (C) - LEAK AND LINE

Water Loss Protection Residential: Rate:\$1.80 Limit: \$2500.00 1-adj per 12 mos over 2 billing cycles

Water Line Protection Residential: Rate: \$4.40

Sewer Line Protection Residential: Rate: \$6.50

Remove exclusion for leaky faucets.

Remove exclusion for leaky commodes.

Remove Vacancy exclusion.

Remove exclusion for leaks in pressure reducing valves.

Please refer to the Utility's attached leak adjustment policy for additional information regarding guidelines and qualifications for leak adjustments.



EQUIPMENT FLOATER SECTION

DATE (MM/DD/YYYY)

6/21/2019

AGENCY Sunbelt Insurance		CARRIER SOMPO International	NAIC CODE
POLICY NUMBER IMU10009704503	EFFECTIVE DATE 8/1/2019	APPLICANT / FIRST NAMED INSURED City of Milford	

TERRITORY OF OPERATION

TYPE OF OPERATION

COVERAGE / DEDUCTIBLE

EQUIPMENT STORAGE

UNSCHEDULED EQUIPMENT

LOC. #	MO. IN STORAGE	MAXIMUM VALUE		TYPE OF SECURITY	DESCRIPTION	MAXIMUM ITEM	AMT. OF INSURANCE	% COINS
		IN BUILDING	OUTSIDE					
		\$	\$					
		\$	\$					
		\$	\$					

ADDITIONAL INTEREST / CERTIFICATE RECIPIENTS

ACORD 45 Attached

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
☐ LOSS PAYEE					LOCATION:	BUILDING:
☐ LIENHOLDER					SCHEDULED ITEM NUMBER:	
					OTHER	
ITEM DESCRIPTION:						

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
☐ LOSS PAYEE					LOCATION:	BUILDING:
☐ LIENHOLDER					SCHEDULED ITEM NUMBER:	
					OTHER	
ITEM DESCRIPTION:						

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
☐ LOSS PAYEE					LOCATION:	BUILDING:
☐ LIENHOLDER					SCHEDULED ITEM NUMBER:	
					OTHER	
ITEM DESCRIPTION:						

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	Y / N
1. EQUIPMENT RENTED, LOANED TO / FROM OTHERS WITH / WITHOUT OPERATORS?	
2. IS APPLICANT OPERATING EQUIPMENT NOT LISTED HERE?	
3. PROPERTY USED UNDERGROUND?	
4. ANY WORK DONE AFLOAT?	

SCHEDULED EQUIPMENT

% COINSURANCE

AGENCY CUSTOMER ID: 00019591

#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
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	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
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	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
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	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
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	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
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	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$

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Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

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PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER



City of Milford
2600 South 100 West
P.O. Box 69
Milford, UT 84751
Federal ID No. 87-6000247

STATEWIDE UTILITY LICENSE AGREEMENT NON-INTERSTATE

This **AGREEMENT** is made by and between the **Utah Department of Transportation**, ("UDOT") and **City of Milford** ("City"), a political subdivision of the State of Utah. Each as party, ("Party") and together as parties, ("Parties").

RECITALS

WHEREAS, the Parties desire to assist in expediting the approval of UDOT permits for operating, constructing, and maintaining utility lines and related facilities ("Facilities") within state highway rights-of-way; and excluding longitudinal installations within the interstate highway rights-of-way; and

WHEREAS, the terms of this agreement shall apply to all issued encroachment permits; and

WHEREAS, this agreement shall apply to approved location and encroachment permits on state highway rights-of-way in the State of Utah which are within the responsibility and jurisdiction of UDOT; and

WHEREAS, the Parties desire that this agreement supersedes all previous utility license agreements executed between the Parties.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. **LICENSE:** UDOT grants a non-exclusive license to the City for Facilities that have been granted or will be granted an encroachment permit pursuant to Utah Administrative Code R930-7.
2. **UDOT AGREEMENT TO REVIEW APPLICATIONS:** This agreement is not an encroachment permit or a guarantee of an encroachment permit. However, UDOT agrees to promptly review any application for an encroachment permit that the City files pursuant to the procedures established in this agreement and Utah Administrative Code R930-7.
3. **APPROVAL:** Unless otherwise stated herein, or in any particular encroachment permit or agreement, all permits executed pursuant hereto will be deemed to be governed by the provisions of this agreement. Encroachment permit applications shall be presented to the appropriate UDOT Region/District Permits Office. UDOT may apply special limitations for any work within the right-of-way. The issuance and approval of an encroachment permit enables the City to proceed with the utility construction and permitted use in accordance with the terms of the encroachment permit.



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4. **RESERVATION AND SPECIAL PROVISIONS:** UDOT has the right to require an agreement or specific encroachment permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as required by UDOT may be incorporated into any encroachment permit issued after this agreement is executed.
5. **INSPECTION:** UDOT may perform routine inspection of utility construction to monitor compliance with this agreement, encroachment permit, and with state and federal laws and regulations. UDOT's inspection does not relieve the City of its responsibilities in meeting the encroachment permit conditions and UDOT's specifications. The City is responsible for UDOT's inspection costs.
6. **COSTS:** The City shall pay the entire cost of the Facilities installation.
7. **BEGINNING CONSTRUCTION:** The City shall not begin any utility construction on UDOT right-of-way until UDOT issues the encroachment permit. The City shall complete the utility construction in accordance with UDOT requirements and within the allowable time period.
8. **TRAFFIC CONTROL:** The City shall conduct its utility construction and maintenance operations in compliance with UDOT's current Utah MUTCD or UDOT Traffic Control Plans, whichever is more restrictive. All utility construction and maintenance operations shall be planned to keep interference with traffic to an absolute minimum. On heavily traveled highways, utility operations interfering with traffic shall not be conducted during periods of peak traffic flow. This work shall be performed to minimize closures of intersecting streets, road approaches, or other access points. The City shall submit in advance traffic control plans showing detours and signing operations to allow UDOT reasonable time to review the plans. The City shall not perform full or partial lane closure without prior approval of the UDOT Region/District Director or authorized representative. The City shall conform to UDOT approved traffic control plans and encroachment permit conditions.
9. **EXCAVATION, BACKFILL, COMPACTION, AND SITE RESTORATION:** The City shall perform all utility construction on UDOT right-of-way in compliance with R930-7, UDOT's then current Standard Specifications for Highway and Bridge Construction, UDOT's Permit Excavation Handbook, and all applicable state and federal laws and regulations.
10. **EMERGENCY WORK:** Emergency work may be done without prior encroachment permit if imminent danger of loss of life or significant damage to property exists. In emergency work situations where traffic lanes will be partially or fully blocked, the City or its representative will contact the UDOT Traffic Operations Center at (801) 887-3710 prior to establishing traffic control. In all emergency work situations, the City or its representative shall immediately contact UDOT on the first business day after the emergency and complete a formal encroachment permit application. Failure to contact UDOT for an emergency work situation and obtain an encroachment permit within



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the stated time period is considered to be a violation of the terms and conditions of this agreement and R930-7. At the discretion of the City, emergency work may be performed by a bonded contractor, public agency, or a utility company. In all cases the City shall comply with the state law requiring notification of all utility owners prior to excavation. None of the provisions of this agreement are waived for emergency work except for the requirement of a prior encroachment permit.

11. **RESTORATION OF TRAFFIC SIGNAL EQUIPMENT OR TRANSPORTATION FACILITIES:** Any traffic signal equipment or transportation facilities, which are disturbed or relocated as a result of the City's work, must be restored in accordance with plans approved by UDOT. Restoration of traffic signal equipment or transportation facilities must be done at the City's expense by a qualified electrical contractor experienced in signal installation or a qualified contractor experienced in restoring other transportation facilities, retained by the City and approved in advance by UDOT. Work shall be scheduled to ensure that disruption of any traffic signal or transportation facilities operation is kept to a minimum.
12. **ACCESS:** Access for Facilities installation on the UDOT right-of-way shall be allowed only by a permit issued by UDOT to the City. The City will obtain the permit and abide by all conditions for policing and other controls in conformance with Utah Administrative Codes R930-6 as amended.
13. **MAINTENANCE:** The City shall at all times maintain, repair, construct and operate its Facilities at its expense. The Facilities will be serviced without access from any interstate highway or ramp. If the City fails to maintain its Facilities, UDOT may notify the City of any required maintenance needs. If the City fails to comply with UDOT's notification and complete the needed maintenance, then UDOT reserves the right, without relieving the City of its obligations, to reconstruct or make repairs to the Facilities to protect the right-of-way, as it may consider necessary, and the City shall reimburse UDOT for its cost.
14. **LIABILITY:** The City is not required to post a continuous bond as long as the City is a current member of the Utah Local Governments Trust. If the City is not a current member, the City shall maintain continuous commercial general liability (CGL) insurance with UDOT as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 completed operations aggregate. The liability of the City shall not be limited to the amount of the insurance policy. The policy shall protect the City and UDOT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the City's operations in the right-of-way. The City shall notify UDOT immediately in writing at the address listed below if this insurance is planned to be terminated or is terminated.

Or the City shall be self-insured to the limits stated in the Governmental Immunity Act, Utah Code Section 63G-604(1). Evidence of self-insurance must be provided by a letter from the City's Attorney or Risk Department. The City shall require CGL insurance with the same limits as described above of all its contractors and subcontractors



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naming the City and UDOT as additional insureds. Such insurance shall protect the City and UDOT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from work or operations performed in the right-of-way by itself, contractors, subcontractors or anyone directly or indirectly employed by any of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products, and completed operations. This insurance coverage shall be maintained for a continuous period until the City's Facilities are removed from UDOT's right-of-way.

Statewide Railroad and Utilities Director
Utah Department of Transportation
4501 South 2700 West
Salt Lake City, Utah 84114-8460

UDOT may require a bond from the City for encroachment permits issued under this agreement. Utah Administrative Code R930-7-6(6)(b). The amount of the bond will be set according to the permitted scope of work but not less than \$10,000. UDOT may proceed against the bond to recover all expenses incurred by UDOT, its employees or representatives to restore the sections of roadway not completed or damaged by the City to UDOT standards. The liability of the City shall not be limited to the amount of the bond.

The City will indemnify, defend, and hold harmless UDOT, its employees, and the State of Utah from responsibility for any damage or liability arising from City's construction, maintenance, repair, or any other related operation during the utility construction or as a result of the work pursuant to permits issued under this agreement.

15. **CANCELLATION OF ENCROACHMENT PERMITS AND LICENSE AGREEMENT:** UDOT may cancel the encroachment permit or this agreement for the following: a) any failure on the part of the City to comply with the terms and conditions set forth in the license agreement or the encroachment permit; and b) the failure of the City to pay any sum of money for costs incurred by UDOT in association with installation or construction review, inspection, reconstruction, repair, or maintenance of the Facilities. UDOT also may remove the Facilities and restore the highway and right-of-way at the sole expense of the City. Prior to any cancellation, UDOT shall notify the City in writing, setting forth the violations, and will provide the City a reasonable time to correct the violations to the satisfaction of UDOT. This agreement does not limit UDOT's authority under Utah Administrative Code R930-7.
16. **ASSIGNMENT:** Permits shall not be assigned without the prior written consent of UDOT. All assignees shall be required to execute a license agreement.
17. **SUCCESSORS AND ASSIGNS:** All obligations and agreements herein contained shall be binding upon the parties, their successors and assigns.



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18. **FACILITIES CLEARANCE REQUIREMENT:** Facilities must be installed both above ground and buried to the proper vertical and horizontal clearances and minimum depth of bury according to the encroachment permit and Utah Administrative Code R930-7 to avoid conflict with UDOT's normal and routine maintenance activities. The City shall avoid such conflicts by placing its Facilities in compliance with the required horizontal and vertical clearances and minimum depth of bury. If a variance in horizontal or vertical clearances or minimum depth of bury occurs in the field during utility construction, the City will seek a deviation approval from UDOT and amend the original encroachment permit to reflect the variance and deviation approval. UDOT's normal and routine maintenance operations are those not requiring excavations in excess of the minimum horizontal and vertical clearances and depth of bury.

In all cases the City shall protect, indemnify and hold harmless UDOT, its employees, and the State of Utah for damages because of the failure of the Facilities to meet the required horizontal and vertical clearances and minimum depth of bury. Any noncompliance to the above requirements may result in cancellation of the City's encroachment permit or this agreement. If the noncompliant Facilities need to be moved due to a UDOT project and there was no deviation granted by UDOT for the variance in horizontal or vertical clearances or minimum depth of bury less than minimum standards, the City must pay 100% of the relocation costs for that portion of the Facilities that were installed in violation of UDOT's required clearances at the time the encroachment permit was issued. If the City was granted a deviation, the City must provide the permit describing the deviation.

19. **TERMINATION OF LICENSE AGREEMENT:** This agreement will terminate in five years unless both Parties agree in writing within the five years to renew the agreement for an additional five years. However, this agreement may be terminated at any time by either party upon 30 days advance written notice to the other. Active encroachment permits previously issued and approved under a terminated agreement are not affected and remain in effect on the same terms and conditions set forth in the agreement, permits and R930-7. The obligation to maintain the continuous commercial general liability (CGL) insurance as described in paragraph (14) above continues until City's Facilities are removed from UDOT's right-of-way. The indemnification obligations in this agreement shall survive termination of the agreement.

20. **MISCELLANEOUS:**

- a. The permitted use and occupancy of right-of-way for non-highway purposes is subordinate to the primary and highest interest for transportation and safety of the traveling public.
- b. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this agreement, or by law, will not release either Party from any obligations arising under this agreement.



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- c. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other Party.
- d. This Agreement does not create any type of agency relationship, joint venture, or partnership between UDOT and City.
- e. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
- f. If any provision or part of a provision of this agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- g. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- h. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
- i. The date of this agreement is the date this agreement is signed by the last Party.



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IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

Approved by City of Milford

By: _____	_____
Signature	Date
_____	_____
Name: (printed)	Title

FOR THE UTAH DEPARTMENT OF TRANSPORTATION

By: _____	_____
Alana Spendlove, CPM	Date
Statewide Railroad and Utilities Director	_____

APPROVED AS TO FORM: This Form Agreement has been previously approved as to form by the office of the Legal Counsel for the Utah Department of Transportation on March 5, 2019.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Utah Local Governments Trust 55 South Highway 89 North Salt Lake, UT 84054	CONTACT NAME: Underwriting Department PHONE (A/C, No, Ext): 800-748-4400 FAX (A/C, No): 801-936-0300 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Utah Local Governments Trust INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Milford City 26 South 100 West Milford, UT 84751	NAIC #

COVERAGES**CERTIFICATE NUMBER:** 12380 2018 01**REVISION NUMBER:**

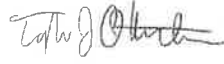
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO. JECT ☐ LOC OTHER:			12380-LIABILITY	11/15/2018	11/14/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ OTHER: \$	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$	
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A							PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Confirmation of General Liability Coverage for Milford City.

CERTIFICATE HOLDER**CANCELLATION**

Utah Department of Transportation 4501 S 2700 W Box 148460 Salt Lake City UT 84114	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Signature: *Brenda Contreras*

Email: bcontreras@utah.gov