



City of Milford

Mayor
Nolan Davis

City Administrator
Makayla Bealer

City Council
Russell Smith
Ian Spaulding
Scott Symond
Les Whitney
Terry Wiseman

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, August 17, 2021**.

1. **MAYOR'S WELCOME & CALL TO ORDER:** Roll Call & Pledge of Allegiance
2. **VISITORS**
 - a. Matthew Kennedy – Presentation of Sewer Rate Study
 - b. Dr. Joseph Moore – Utah FORGE Project Update
 - c. Blake Williams – Discuss Drilling Replacement Well
3. **CONSENT ISSUES**
 - a. Approval of bills and payroll
 - b. Financial report: July 2021
 - c. Approval of minutes: July 20, 2021 Regular Meeting
4. **NEW BUSINESS**
 - a. Approval of Assignment of the Rosemary Bowman Easement Agreement
 - b. Consideration of Engineering Agreement for Wastewater Capital Facilities Plan
 - c. Approval of Work Release for Cemetery GIS Mapping
 - d. Discuss purchase and availability of sand bags
 - e. Employee incentives
5. **OLD BUSINESS**
 - a. Culinary water project update
6. **ORDINANCE AND RESOLUTIONS**
 - a. 3-2021 "OSHA Policy"
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.

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 12th day of August, 2021. 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 Members or the Mayor may participate in the public meeting electronically and/or telephonically.**



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) : Dr. Joseph Moore (Christopher Katis)

ORGANIZATION (if applicable): Utah FORGE

ADDRESS: 423 Wakara Way, Suite 300, SLC, UT 84108

PHONE : _____ CELL PHONE: 801-718-8551

E-MAIL ADDRESS: ckatis@egi.utah.edu

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 Aug 17, 2021 Amount of Time Requested 30 minutes

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) :

To inform the Council and the attending citizens of scheduled stimulation to be conducted at the Utah FORGE site in September, and potential seismic activity.

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

PLEASE DESCRIBE DESIRED OUTCOME: The Council and citizens remain informed about the research and activities of Utah FORGE.

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

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

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

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

IF YES, WHAT IS THE ESTIMATED COST TO THE CITY: _____

PLEASE PROVIDE DOCUMENTATION SUPPORTING YOUR ESTIMATE

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

INSTRUCTIONS – PLEASE READ CAREFULLY

This request must be submitted to the City Recorder no later than 3 pm the Wednesday prior to the City Council Meeting. Meetings are held the 3rd Tuesday each month. Applications submitted after the deadline, if complete, will be placed on the following City Council Meeting agenda.

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.

Christopher Katis

June 21, 2021

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:

CITY OF MILFORD
COMBINED CASH INVESTMENT
JULY 31, 2021

COMBINED CASH ACCOUNTS

01-11110	CASH IN CHECKING - WELLS FARGO	206,063.94
01-11120	CASH IN CHECKING - UIB	529,845.01
01-11130	CASH IN CHECKING - VENMO-UIB	3,802.45
01-11310	PETTY CASH	300.00
01-11400	RETURNED CHECKS - CLEARING	262.73
01-11610	CASH-STATE TREASURER-COMBINED	1,526,589.46
01-11750	UTILITY CASH - A/R CLEARING	(294.80)
	TOTAL COMBINED CASH	2,266,568.79
01-11810	ST TREAS-DESIGNATED-WATER	(144,318.05)
01-11815	ST TREAS-DESIGNATED-SEWER	(256,311.11)
01-11816	ST TREAS-DESIGNATED-GEN FUND	(124,274.07)
01-11817	ST TREAS-DESIGNATED-LIBRARY	(7,300.90)
01-11819	ST TREAS- RECREATION COMPLEX	(17,638.44)
01-11860	ST TREAS-RESTRICTED-BOND 3SO24	(80,785.92)
01-11865	ST TREAS-RESTRICTED-MAIN S3024	(90,044.14)
01-11880	STATE TREAS-RESTRICTED-LIBRARY	(31,813.46)
01-11885	STATE TREAS-RESTRICTED-ADMIN B	12,380.00
01-11900	TOTAL ALLOCATION TO OTHER FUND	(1,551,818.92)
01-21310	ACCOUNTS PAYABLE	25,356.22
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	745,445.35
30	ALLOCATION TO DEBT SERVICE FUND	(8,553.46)
51	ALLOCATION TO WATER FUND	509,716.11
62	ALLOCATION TO SEWER FUND	428,505.02
91	ALLOCATION TO GENERAL FIXED ASSETS	(90,655.00)
	TOTAL ALLOCATIONS TO OTHER FUNDS	1,584,458.92
	ALLOCATION FROM COMBINED CASH FUND - 01-11900	(1,551,818.92)
	ZERO PROOF IF ALLOCATIONS BALANCE	32,640.00

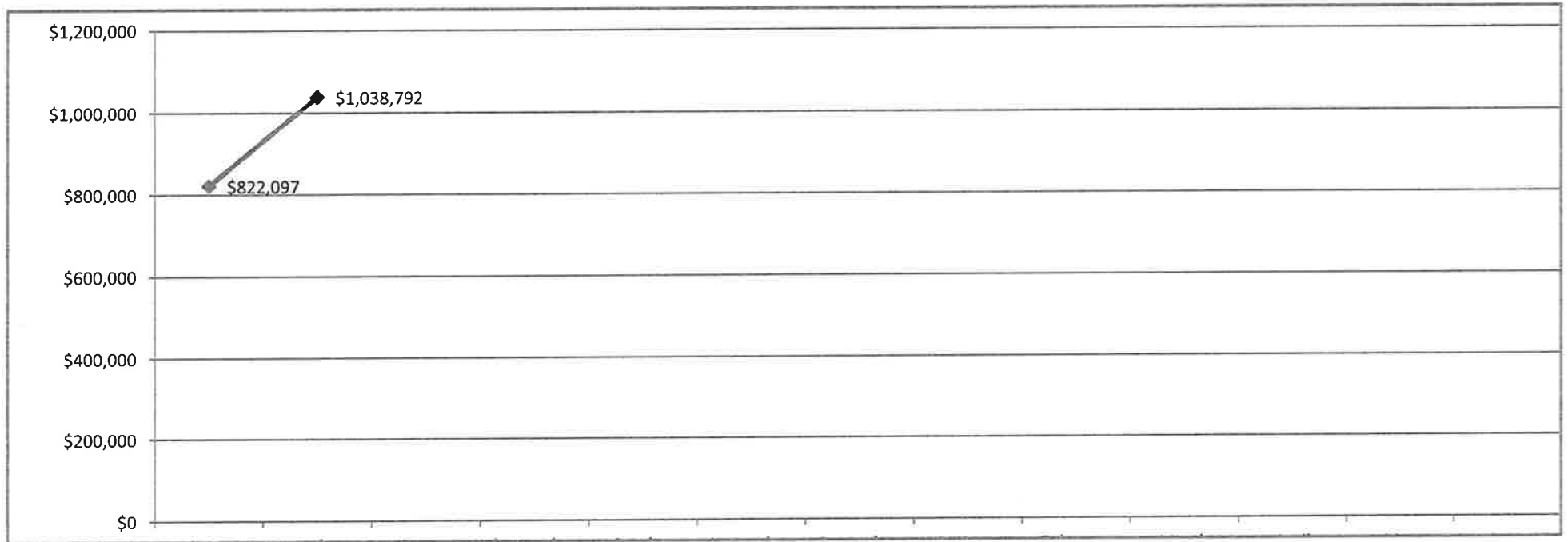
Utah State Treasury Report 2020-2021

[illegible]

Historical Fund Balance
City of Milford
Unaudited
2021-2022

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

\$822,097	\$1,038,792											
-----------	-------------	--	--	--	--	--	--	--	--	--	--	--



Retained Earnings

Low = 5% of General Fund Revenue

Actual Revenue YTD

Retained Earnings

\$177,828.77

\$8,891.44

High = 18% of General Fund Budget

Budget Revenue 2021-2022

\$1,470,034.02

\$264,606.12

Current Month Retained Earnings

\$1,038,792.48

CITY OF MILFORD
BALANCE SHEET
JULY 31, 2021

GENERAL FUND

ASSETS

10-11900	CASH - COMBINED FUND	745,445.35	
10-12100	ST TREAS-DESIGNATED-GEN FUND	124,274.07	
10-12110	ST TREAS-DESIGNATED-LIBRARY	5,459.25	
10-12140	ST TREAS-RECREATION COMPLEX	19,480.09	
10-12160	ADMIN BUILDING CASH	54,447.36	
10-13110	ACCOUNTS RECEIVABLE	6,898.29	
10-13113	AR/CREDIT CARD, AIRPORT	(1,938.21)	
10-13114	ACCOUNTS RECEIVABLE-MISC.	68,157.26	
10-13115	PROPERTY TAX RECEIVABLE	141,315.01	
10-15110	INVENTORY-AIRPORT FUEL	28,380.42	
	TOTAL ASSETS		1,191,918.89

LIABILITIES AND EQUITY

LIABILITIES

10-21310	ACCOUNTS PAYABLE	(16,655.86)	
10-22230	STATE WITHHOLDING PAYABLE	1,093.55	
10-22240	EMPLOYMENT SECURITY	(630.80)	
10-22250	WORKER COMPENSATION PAYABLE	522.72	
10-22300	RETIREMENT PAYABLE	36.91	
10-22310	DISABILITY PAYABLE	(95.46)	
10-22500	HEALTH INSURANCE PAYABLE	(878.78)	
10-22510	LIFE INSURANCE PAYABLE	(27.18)	
10-22600	401 K PAYABLE	(1,509.14)	
10-22601	FLEX PLAN	774.98	
10-22700	MISC. PAYROLL DEDUCTIONS	(854.43)	
10-23000	DEFERRED REVENUES	40,332.00	
	TOTAL LIABILITIES		31,109.41

FUND EQUITY

10-26100	DEFERRED INFLOW-PROPERTY TAXES	122,017.00	
	UNAPPROPRIATED FUND BALANCE:		
10-29800	FUND BALANCE-UNRESERVED	859,286.15	
10-29900	FUND BALANCE-DESIGNATED	88,842.00	
	REVENUE OVER EXPENDITURES - YTD	90,664.33	
	BALANCE - CURRENT DATE	1,038,792.48	
	TOTAL FUND EQUITY		1,160,809.48
	TOTAL LIABILITIES AND EQUITY		1,191,918.89

CITY OF MILFORD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-100 PROPERTY TAXES-CURRENT	.00	.00	124,918.00	124,918.00	.0
10-31-200 PROPERTY TAXES-DELINQUENT	131.76	131.76	6,500.00	6,368.24	2.0
10-31-300 SALES AND USE TAX	32,408.30	32,408.30	327,000.00	294,591.70	9.9
10-31-400 CABLEVISION FRANCHISE TAX	34.66	34.66	700.00	665.34	5.0
10-31-402 PACIFICORP FRANCHISE TAX	14,829.65	14,829.65	160,000.00	145,170.35	9.3
10-31-403 QUESTAR FRANCHISE TAX	.00	.00	26,500.00	26,500.00	.0
10-31-408 TELECOMMUNICATIONS TAX REVENUE	1,199.23	1,199.23	20,000.00	18,800.77	6.0
10-31-700 FEE-IN-LIEU OF PERSONAL PROP.	2,662.52	2,662.52	45,000.00	42,337.48	5.9
TOTAL TAXES	51,266.12	51,266.12	710,618.00	659,351.88	7.2
<u>LICENSES AND PERMITS</u>					
10-32-100 BUSINESS LICENSE AND PERMITS	75.00	75.00	6,200.00	6,125.00	1.2
10-32-210 BUILDING PERMITS	2,503.66	2,503.66	8,000.00	5,496.34	31.3
10-32-220 IMPACT FEES - GENERAL FUND	.00	.00	1,085.00	1,085.00	.0
10-32-230 OTHER DEVELOPMENT REVENUE	15.00	15.00	1,000.00	985.00	1.5
TOTAL LICENSES AND PERMITS	2,593.66	2,593.66	16,285.00	13,691.34	15.9
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-550 COUNTY ALLOTTMENT - LIBRARY	.00	.00	34,700.00	34,700.00	.0
10-33-560 CLASS "C" ROAD FUNDS	.00	.00	100,000.00	100,000.00	.0
10-33-701 LIBRARY GRANT REVENUE	.00	.00	6,300.00	6,300.00	.0
10-33-702 LIBRARY SMALL GRANT REVENUE	.00	.00	3,000.00	3,000.00	.0
10-33-706 CARES ACT REVENUE	82,490.50	82,490.50	155,481.02	72,990.52	53.1
TOTAL INTERGOVERNMENTAL REVENUE	82,490.50	82,490.50	299,481.02	216,990.52	27.5

CITY OF MILFORD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

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	730.00	730.00	1,400.00	670.00	52.1
10-34-603 CITY RECREATION-SUMMER YOUTH	.00	.00	1,500.00	1,500.00	.0
10-34-604 CITY RECREATION-GIRLS SOFTBALL	1,226.00	1,226.00	4,000.00	2,774.00	30.7
10-34-605 CITY RECREATION - FLAG FOOTBAL	475.00	475.00	850.00	375.00	55.9
10-34-606 CITY RECREATION- FULL FOOTBALL	2,640.00	2,640.00	6,000.00	3,360.00	44.0
10-34-607 CITY RECREATION-BABE RUTH	1,000.00	1,000.00	4,800.00	3,800.00	20.8
10-34-608 CITY RECREATION - VOLLEYBALL	135.00	135.00	1,300.00	1,165.00	10.4
10-34-609 CITY RECREATION - WRESTLING	.00	.00	5,000.00	5,000.00	.0
10-34-610 CITY RECREATION-BOY BASKETBALL	.00	.00	2,500.00	2,500.00	.0
10-34-630 CITY RECREATION - CAL RIPKEN	30.00	30.00	8,500.00	8,470.00	.4
10-34-635 CITY RECREATION -MACHINE PITCH	.00	.00	500.00	500.00	.0
10-34-640 CITY RECREATION-GIRL BASKETBAL	.00	.00	3,000.00	3,000.00	.0
10-34-650 CITY RECREATION - TRACK/FIELD	.00	.00	1,200.00	1,200.00	.0
10-34-660 LIONS CLUB TOURNAMENT REVENUE	2,410.51	2,410.51	1,500.00	(910.51)	160.7
10-34-720 GOLF FEES	175.00	175.00	3,000.00	2,825.00	5.8
10-34-730 SWIM FEES	1,518.00	1,518.00	12,000.00	10,482.00	12.7
10-34-732 SWIM POOL - COUNTY M&O	.00	.00	110,000.00	110,000.00	.0
10-34-760 JULY 4TH REVENUE	12,849.50	12,849.50	26,000.00	13,150.50	49.4
10-34-770 CHRISTMAS LIGHT PROJECT	.00	.00	1,500.00	1,500.00	.0
10-34-780 CHRISTMAS LIGHT PARADE	.00	.00	5,000.00	5,000.00	.0
10-34-790 GOLF ASSOCIATION REVENUE	3,151.00	3,151.00	800.00	(2,351.00)	393.9
10-34-810 SALE OF CEMETERY LOTS	.00	.00	3,000.00	3,000.00	.0
10-34-820 PERPETUAL CARE	.00	.00	1,000.00	1,000.00	.0
10-34-830 CEMETERY OPENING AND CLOSING	.00	.00	2,500.00	2,500.00	.0
10-34-840 COLLECTION COSTS - GARBAGE	7,741.99	7,741.99	88,000.00	80,258.01	8.8
10-34-850 COLLECTION COSTS - COMM. DUMP	909.00	909.00	10,500.00	9,591.00	8.7
10-34-900 AIRPORT COUNTY DONATION	.00	.00	1,000.00	1,000.00	.0
10-34-910 AIRPORT FUEL SALES	3,119.10	3,119.10	50,000.00	46,880.90	6.2
10-34-920 HANGER AND TIE DOWN	660.00	660.00	7,500.00	6,840.00	8.8
TOTAL CHARGES FOR SERVICES	38,770.10	38,770.10	365,050.00	326,279.90	10.6
<u>MISCELLANEOUS REVENUE</u>					
10-36-300 BUILDING RENTALS AND LEASES	775.00	775.00	15,000.00	14,225.00	5.2
10-36-310 CONCESSION REVENUE	1,519.33	1,519.33	8,500.00	6,980.67	17.9
10-36-500 RECREATION COMPLEX REVENUE	.00	.00	3,000.00	3,000.00	.0
TOTAL MISCELLANEOUS REVENUE	2,294.33	2,294.33	26,500.00	24,205.67	8.7

CITY OF MILFORD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTEREST/OTHER</u>					
10-38-100 INTEREST EARNINGS/GENERAL FUND	319.05	319.05	5,000.00	4,680.95	6.4
10-38-400 LIBRARY FINES AND FEES	57.05	57.05	1,000.00	942.95	5.7
10-38-410 KINNEY KIDS DONATIONS	.00	.00	500.00	500.00	.0
10-38-500 SUMMER READING DONATIONS	.00	.00	600.00	600.00	.0
10-38-900 MISCELLANEOUS REVENUE	37.96	37.96	45,000.00	44,962.04	.1
TOTAL INTEREST/OTHER	414.06	414.06	52,100.00	51,685.94	.8
 TOTAL FUND REVENUE	 177,828.77	 177,828.77	 1,470,034.02	 1,292,205.25	 12.1

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
10-41-110 SALARIES - MAYOR AND COUNCIL	2,600.00	2,600.00	31,200.00	28,600.00	8.3
10-41-130 BENEFITS - MAYOR AND COUNCIL	237.57	237.57	3,500.00	3,262.43	6.8
TOTAL LEGISLATIVE	2,837.57	2,837.57	34,700.00	31,862.43	8.2
<u>ADMINISTRATIVE</u>					
10-43-110 SALARIES & WAGES - ADMIN/TREAS	4,660.80	4,660.80	62,920.80	58,260.00	7.4
10-43-111 SALARIES & WAGES - ADMIN ASST	3,392.00	3,392.00	45,792.00	42,400.00	7.4
10-43-113 SALARIES & WAGES - RECORDER	876.75	876.75	11,836.80	10,960.05	7.4
10-43-130 BENEFITS - ADMINISTRATOR/TREAS	3,480.08	3,480.08	44,445.49	40,965.41	7.8
10-43-131 BENEFITS - ADMIN ASST	3,020.36	3,020.36	38,169.39	35,149.03	7.9
10-43-134 BENEFITS - RECORDER	785.20	785.20	9,870.08	9,084.88	8.0
10-43-210 DUES, SUBSCRIPTIONS & DONATION	.00	.00	2,500.00	2,500.00	.0
10-43-215 DOT DRUG PROGRAM	.00	.00	350.00	350.00	.0
10-43-220 NOTICES AND PUBLICATIONS	.00	.00	1,500.00	1,500.00	.0
10-43-230 TRAVEL AND CONFERENCES	.00	.00	6,000.00	6,000.00	.0
10-43-239 COMPUTER SERVICE CONTRACT	.00	.00	500.00	500.00	.0
10-43-240 OFFICE SUPPLIES AND EXPENSE	275.44	275.44	14,000.00	13,724.56	2.0
10-43-241 PROGRAMING AND EQUIPMENT	1,555.71	1,555.71	17,644.09	16,088.38	8.8
10-43-242 PLANNING AND ZONING EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-43-243 MAIN STREET BEAUTIFICATION	.00	.00	5,000.00	5,000.00	.0
10-43-244 ECONOMIC DEVELOPMENT	.00	.00	10,000.00	10,000.00	.0
10-43-270 UTILITIES - OFFICE	283.07	283.07	3,500.00	3,216.93	8.1
10-43-272 UTILITIES - TELEVISION	.00	.00	400.00	400.00	.0
10-43-273 UTILITIES - FIRE ALARM	.00	.00	840.00	840.00	.0
10-43-280 TELEPHONE - OFFICE	281.16	281.16	4,000.00	3,718.55	7.0
10-43-290 LEASE PAYMENT 405 SOUTH MAIN	6,834.00	6,834.00	.00	6,834.00	.0
10-43-510 INSURANCE AND BONDS	.00	.00	34,000.00	34,000.00	.0
10-43-520 INMATE INCIDENTALS	.00	.00	1,000.00	1,000.00	.0
10-43-610 MISCELLANEOUS - GENERAL FUND	65.03	65.03	6,000.00	5,934.97	1.1
10-43-620 EMPLOYEES SPOT AWARDS	.00	.00	1,000.00	1,000.00	.0
10-43-630 CARES ACT EXPENSE	.00	.00	155,481.02	155,481.02	.0
10-43-920 TRANSFER TO DEBT SERVICE FUND	.00	.00	82,008.00	82,008.00	.0
TOTAL ADMINISTRATIVE	25,509.89	25,509.89	559,757.67	534,247.78	4.6
<u>NON-DEPARTMENTAL</u>					
10-50-310 AUDIT SERVICES	.00	.00	12,850.00	12,850.00	.0
10-50-320 ATTORNEY RETAINER	.00	.00	6,000.00	6,000.00	.0
10-50-321 LEGAL FEES	.00	.00	3,500.00	3,500.00	.0
10-50-340 FIRE CONTROL CONTRIBUTION	.00	.00	1,800.00	1,800.00	.0
10-50-350 BUILDING INSPECTIONS	.00	.00	7,500.00	7,500.00	.0
10-50-360 SMALL CLAIMS FEES	.00	.00	200.00	200.00	.0
TOTAL NON-DEPARTMENTAL	.00	.00	31,850.00	31,850.00	.0

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENTAL BUILDINGS</u>					
10-51-110 SALARIES & WAGES - JANITORIAL	500.00	500.00	6,000.00	5,500.00	8.3
10-51-130 BENEFITS - JANITORIAL	45.70	45.70	600.00	554.30	7.6
10-51-270 UTILITIES - SENIOR CITIZEN CEN	396.79	396.79	5,000.00	4,603.21	7.9
10-51-480 REPAIRS AND MAIN - BUILDINGS	389.02	389.02	10,000.00	9,610.98	3.9
10-51-481 BUILDINGS - SENIOR CITIZEN CEN	.00	.00	2,500.00	2,500.00	.0
TOTAL GENERAL GOVERNMENTAL BUILDINGS	1,331.51	1,331.51	24,100.00	22,768.49	5.5
<u>STREETS DEPARTMENT</u>					
10-61-110 SALARIES & WAGES-CROSSING GDS	.00	.00	8,500.00	8,500.00	.0
10-61-130 BENEFITS - CROSSING GUARDS	.00	.00	1,000.00	1,000.00	.0
10-61-230 FUEL - STREETS	.00	.00	6,500.00	6,500.00	.0
10-61-480 STREETS - OIL AND CHIPS	9,824.27	9,824.27	60,000.00	50,175.73	16.4
10-61-481 STREETS - MAINTENANCE	6,899.12	6,899.12	22,000.00	15,100.88	31.4
10-61-482 STREETS - EQUIPMENT	2,001.27	2,001.27	15,000.00	12,998.73	13.3
10-61-483 STREETS - LIGHTS	2,109.48	2,109.48	25,000.00	22,890.52	8.4
10-61-484 SHOP TOOLS	.00	.00	1,500.00	1,500.00	.0
10-61-740 CAPITAL OUTLAY - EQUIPMENT	.00	.00	115,000.00	115,000.00	.0
TOTAL STREETS DEPARTMENT	20,834.14	20,834.14	254,500.00	233,665.86	8.2
<u>PARKS</u>					
10-70-110 SALARIES & WAGES - PARKS	848.00	848.00	11,448.00	10,600.00	7.4
10-70-111 SALARIES & WAGES - PART TIME	2,677.10	2,677.10	13,000.00	10,322.81	20.6
10-70-130 BENEFITS - PARKS REG	771.08	771.08	9,542.35	8,771.27	8.1
10-70-131 BENEFITS - PARKS	255.05	255.05	1,300.00	1,044.95	19.6
10-70-250 EQUIPMENT SUPPLIES & MAIN	.00	.00	5,000.00	5,000.00	.0
10-70-260 PARKS MAINTENANCE	.00	.00	3,000.00	3,000.00	.0
10-70-610 CABOOSE PARK EXPENDITURES	11.90	11.90	500.00	488.10	2.4
10-70-620 RECREATION COMPLEX EXPENSE	62.16	62.16	5,000.00	4,937.84	1.2
10-70-630 CEMETERY MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
10-70-640 PAVILION EXPENSE	21.95	21.95	300.00	278.05	7.3
10-70-650 VETERAN'S PARK EXPENDITURES	202.70	202.70	1,500.00	1,297.30	13.5
10-70-740 CAPITAL OUTLAY - PARKS	.00	.00	5,300.00	5,300.00	.0
TOTAL PARKS	4,850.03	4,850.03	57,890.35	53,040.32	8.4
<u>GARBAGE COLLECTION</u>					
10-71-420 GARBAGE - DUMPSTER FEES	311.74	311.74	3,500.00	3,188.26	8.9
10-71-430 GARBAGE - COLLECTION FEES	.00	.00	85,000.00	85,000.00	.0
10-71-440 GARBAGE - COMMUNITY DUMPSTERS	780.00	780.00	13,000.00	12,220.00	6.0
TOTAL GARBAGE COLLECTION	1,091.74	1,091.74	101,500.00	100,408.26	1.1

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION</u>					
10-72-110 SALARIES & WAGES-RECREATION	91.00	91.00	1,092.00	1,001.00	8.3
10-72-120 SALARIES & WAGES-CONCESSIONS	551.70	551.70	3,000.00	2,448.30	18.4
10-72-130 BENEFITS - RECREATION	8.32	8.32	150.00	141.68	5.6
10-72-131 BENEFITS - CONCESS/LIFEGUARDS	50.41	50.41	300.00	249.59	16.8
10-72-250 CITY RECREATION-MENS SOFTBALL	.00	.00	1,100.00	1,100.00	.0
10-72-251 CITY RECREATION-COED SOFTBALL	85.00	85.00	1,500.00	1,415.00	5.7
10-72-253 CITY RECREATION - SUMMER YOUTH	.00	.00	1,300.00	1,300.00	.0
10-72-254 CITY RECREATION-GIRLS SOFTBALL	2,739.92	2,739.92	4,000.00	1,260.08	68.5
10-72-255 CITY RECREATION-FLAG FOOTBALL	.00	.00	850.00	850.00	.0
10-72-256 CITY RECREATION-FOOTBALL FULL	1,180.00	1,180.00	6,000.00	4,820.00	19.7
10-72-257 CITY RECREATION-BABE RUTH	250.00	250.00	3,900.00	3,650.00	6.4
10-72-258 CITY RECREATION-VOLLEYBALL	.00	.00	1,100.00	1,100.00	.0
10-72-259 CITY RECREATION-WRESTLING	.00	.00	4,200.00	4,200.00	.0
10-72-260 CITY RECREATION-BOY BASKETBALL	.00	.00	2,500.00	2,500.00	.0
10-72-262 CITY RECREATION - CAL RIPKEN	.00	.00	8,500.00	8,500.00	.0
10-72-263 CITY RECREATION-GIRL BASKETBAL	.00	.00	2,600.00	2,600.00	.0
10-72-264 CITY RECREATION-TRACK/FIELD	.00	.00	1,200.00	1,200.00	.0
10-72-265 CITY RECREATION- MACHINE PITCH	.00	.00	1,500.00	1,500.00	.0
10-72-266 LIONS CLUB TOURNAMENT EXPENSE	70.00	70.00	1,500.00	1,430.00	4.7
10-72-270 MAINTENANCE-BALL LIGHTS	.00	.00	1,500.00	1,500.00	.0
10-72-530 CHRISTMAS LIGHT PARADE	.00	.00	5,000.00	5,000.00	.0
10-72-540 CHRISTMAS LIGHT PROJECT	.00	.00	1,500.00	1,500.00	.0
10-72-545 GOLF ASSOCIATION	1,071.48	1,071.48	1,500.00	428.52	71.4
10-72-550 JULY 4TH EXPENSE	80.00	80.00	24,000.00	23,920.00	.3
10-72-560 CONCESSION EXPENSE	947.88	947.88	9,300.00	8,352.12	10.2
10-72-610 MISCELLANEOUS EXPENSE-REC.	.00	.00	8,000.00	8,000.00	.0
TOTAL RECREATION	7,125.71	7,125.71	67,002.00	80,066.20	7.3
<u>GOLF FUND</u>					
10-73-110 SALARIES & WAGES- GOLF COURSE	1,000.00	1,000.00	9,193.88	8,193.88	10.9
10-73-130 BENEFITS - GOLF COURSE	91.37	91.37	1,000.00	908.63	9.1
10-73-250 REPAIRS AND MAINTENANCE	53.35	53.35	6,000.00	5,946.65	.9
10-73-270 UTILITIES - GOLF COURSE	366.31	366.31	3,200.00	2,833.69	11.5
10-73-480 EQUIPMENT & SUPPLIES	.00	.00	1,500.00	1,500.00	.0
10-73-610 MISCELLANEOUS EXPENSE-GOLF	31.92	31.92	500.00	468.08	6.4
10-73-740 CAPITAL OUTLAY-GOLF COURSE	.00	.00	1,000.00	1,000.00	.0
TOTAL GOLF FUND	1,542.95	1,542.95	22,393.88	20,850.93	6.9

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SWIMMING POOL</u>					
10-74-110 SALARIES & WAGES-MANAGER	1,783.08	1,783.08	8,372.00	6,588.92	21.3
10-74-111 SALARIES & WAGES - LIFEGUARDS	4,965.20	4,965.20	15,000.00	10,034.80	33.1
10-74-112 SALARIES & WAGES-ASST MANAGER	1,519.27	1,519.27	5,683.60	4,164.33	26.7
10-74-130 BENEFITS-MANAGER	162.91	162.91	500.00	337.09	32.6
10-74-131 BENEFITS - LIFEGUARDS	453.67	453.67	1,500.00	1,046.33	30.2
10-74-132 BENEFITS-ASST MANAGER	138.81	138.81	400.00	261.19	34.7
10-74-250 EQUIPMENT SUPPLIES & MAIN.	1,673.46	1,673.46	9,000.00	7,326.54	18.6
10-74-270 UTILITIES - SWIMMING POOL	2,024.70	2,024.70	14,000.00	11,975.30	14.5
10-74-280 TELEPHONE - SWIMMING POOL	78.46	78.46	250.00	171.54	31.4
10-74-610 MISCELLANEOUS EXPENSE-SWIMMING	.00	.00	2,000.00	2,000.00	.0
10-74-740 CAPITAL OUTLAY - SWIMMING POOL	.00	.00	73,596.00	73,596.00	.0
TOTAL SWIMMING POOL	12,799.56	12,799.56	130,301.60	117,502.04	9.8
<u>LIBRARY</u>					
10-75-110 SALARIES & WAGES - LIBRARIAN	1,695.60	1,695.60	22,777.56	21,081.96	7.4
10-75-111 SALARIES & WAGES - PART TIME	675.65	675.65	9,014.46	8,338.81	7.5
10-75-130 BENEFITS - LIBRARIAN	472.35	472.35	6,856.50	6,384.15	6.9
10-75-131 BENEFITS - PART TIME	61.72	61.72	1,000.00	938.28	6.2
10-75-230 TRAVEL & CONFERENCES-LIBRARY	.00	.00	1,500.00	1,500.00	.0
10-75-250 EQUIPMENT SUPPLIES & MAIN.	.00	.00	500.00	500.00	.0
10-75-251 OFFICE SUPPLIES - LIBRARY	102.53	102.53	900.00	797.47	11.4
10-75-252 BOOK PURCHASE - LIBRARY	.00	.00	1,500.00	1,500.00	.0
10-75-253 LIBRARY EXPENSE FROM TREASURY	.00	.00	1,000.00	1,000.00	.0
10-75-255 PROGRAMMING VERSO & INTERNET	250.00	250.00	1,200.00	950.00	20.8
10-75-250 COMPUTER SERVICE CONTRACT	2,500.00	2,500.00	2,500.00	.00	100.0
10-75-270 UTILITIES - LIBRARY	193.45	193.45	3,800.00	3,606.55	5.1
10-75-280 TELEPHONE - LIBRARY	117.71	117.71	1,500.00	1,382.29	7.9
10-75-290 UTILITIES- INTERNET	95.25	95.25	1,200.00	1,104.75	7.9
10-75-470 LIBRARY GRANT- CLEF	1,531.97	1,531.97	3,600.00	2,068.03	42.6
10-75-475 PROGRAMMING SUPPLIES-STORY HR	320.00	320.00	1,300.00	980.00	24.6
10-75-480 LIBRARY GRANT EXPENDITURES	.00	.00	3,000.00	3,000.00	.0
10-75-610 MISCELLANEOUS - LIBRARY	.00	.00	600.00	600.00	.0
10-75-740 CAPITAL OUTLAY - EQUIPMENT	.00	.00	1,400.00	1,400.00	.0
10-75-910 TRANSFER TO MBA FUND	.00	.00	10,000.00	10,000.00	.0
TOTAL LIBRARY	8,016.23	8,016.23	75,148.52	67,132.29	10.7

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>AIRPORT</u>					
10-76-111 SALARIES & WAGES - PART TIME	644.00	644.00	8,400.00	7,756.00	7.7
10-76-131 BENEFITS - PART TIME	101.40	101.40	1,400.00	1,298.60	7.2
10-76-230 TRAVEL AND CONFERENCES	.00	.00	1,000.00	1,000.00	.0
10-76-250 REPAIRS AND MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
10-76-260 OFFICE & RUNWAY IMPROVEMENTS	.00	.00	7,000.00	7,000.00	.0
10-76-270 UTILITIES - AIRPORT	203.63	203.63	3,000.00	2,796.37	6.8
10-76-280 TELEPHONE - AIRPORT	116.72	116.72	1,500.00	1,383.28	7.8
10-76-290 CREDIT CARD PROCESSING FEE	141.91	141.91	2,500.00	2,358.09	5.7
10-76-481 FUEL PURCHASE - JET A	.00	.00	20,000.00	20,000.00	.0
10-76-482 FUEL PURCHASE - 100 LL	.00	.00	30,000.00	30,000.00	.0
10-76-610 MISCELLANEOUS - AIRPORT	17.45	17.45	1,000.00	982.55	1.8
TOTAL AIRPORT	1,225.11	1,225.11	80,800.00	79,574.89	1.5
TOTAL FUND EXPENDITURES	87,164.44	87,164.44	1,470,034.02	1,382,869.58	5.9
NET REVENUE OVER EXPENDITURES	90,664.33	90,664.33	.00	(90,664.33)	.0

CITY OF MILFORD
BALANCE SHEET
JULY 31, 2021

DEBT SERVICE FUND

ASSETS

30-11900	CASH - COMBINED FUND	(	8,553.46)	
30-12120	ST. TREAS CIB LIBRARY		32,655.46	
30-14150	PROPERTY HELD FOR SALE		29,800.00	
	TOTAL ASSETS			53,902.00

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
30-29610	FUND BALANCE-RESERVED-SID		68,076.46	
30-29800	BEGINNING OF YEAR	(	21,008.46)	
	REVENUE OVER EXPENDITURES - YTD		6,834.00	
	BALANCE - CURRENT DATE		53,902.00	
	TOTAL FUND EQUITY			53,902.00
	TOTAL LIABILITIES AND EQUITY			53,902.00

CITY OF MILFORD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 39</u>					
30-39-100 TRANSFER FROM GENERAL FUND	6,834.00	6,834.00	(82,008.00)	(88,842.00)	8.3
TOTAL SOURCE 39	6,834.00	6,834.00	(82,008.00)	(88,842.00)	8.3
TOTAL FUND REVENUE	6,834.00	6,834.00	(82,008.00)	(88,842.00)	8.3

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
30-40-620 SID BOND PRINCIPAL	.00	.00	10,000.00	10,000.00	.0
30-40-621 BOND B1806 ADMIN BUILD PAYMENT	.00	.00	19,000.00	19,000.00	.0
30-40-622 B1806 ADMIN BUILD INTEREST	.00	.00	13,600.00	13,600.00	.0
TOTAL EXPENDITURES	.00	.00	42,600.00	42,600.00	.0
TOTAL FUND EXPENDITURES	.00	.00	42,600.00	42,600.00	.0
NET REVENUE OVER EXPENDITURES	6,834.00	6,834.00	(124,608.00)	(131,442.00)	5.5

CITY OF MILFORD
BALANCE SHEET
JULY 31, 2021

WATER FUND

<u>ASSETS</u>		
51-11900	CASH - COMBINED FUND	509,716.11
51-12100	ST TREAS-DESIGNATED-WATER	144,318.05
51-12120	ST TREAS-RESTRICTED-BOND S3054	80,785.92
51-12170	ST.TREAS-RESTRICTED-MAIN S3024	90,044.14
51-12180	WELL PROJECT CASH	3,859,960.33
51-13110	ACCOUNTS RECEIVABLE	78,834.69
51-14200	DEFERRED OUTFLOW OF RESOURCES	16,625.61
51-16110	WATER LAND	40,000.00
51-16210	BUILDINGS	4,292.50
51-16310	WATER DISTRIBUTION SYSTEM	2,500,021.01
51-16510	MACHINERY AND EQUIPMENT	111,333.74
51-16610	AUTOMOBILES AND TRUCKS	59,270.72
51-16810	WIP	542,079.94
51-17500	ACCUMULATED DEPRECIATION	(1,982,119.91)
TOTAL ASSETS		<u>6,055,162.85</u>
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
51-21310	ACCOUNTS PAYABLE	357.93
51-21320	DEPOSITS PAYABLE	17,495.00
51-21330	ACCRUED EMPLOYEE BENEFITS	35,212.25
51-21400	DEFERRED REVENUE	8,000.00
51-25200	LOAN PAYABLE 35024	99,000.00
51-25300	LOAN PAYABLE 256	4,217,000.00
51-25500	WATER FUND INTEREST PAYABLE	63,863.63
51-25700	NET PENSION LIABILITY	29,198.60
TOTAL LIABILITIES		<u>4,470,127.41</u>
<u>FUND EQUITY</u>		
51-26110	DEFERRED INFLOW OF RESOURCES	15,576.84
UNAPPROPRIATED FUND BALANCE:		
51-29110	RETAINED EARNINGS-RESERVED	37,624.33
51-29800	RETAINED EARNINGS-WATER FUND	628,591.19
51-29900	RETAINED EARNINGS-DESIGNATED	212,691.96
	REVENUE OVER EXPENDITURES - YTD	<u>690,551.12</u>
BALANCE - CURRENT DATE		<u>1,569,458.60</u>
TOTAL FUND EQUITY		<u>1,585,035.44</u>
TOTAL LIABILITIES AND EQUITY		<u>6,055,162.85</u>

CITY OF MILFORD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUE</u>					
51-37-100 WATER SALES	82,197.06	82,197.06	585,000.00	502,802.94	14.1
51-37-200 WATER CONNECTION FEES	.00	.00	1,000.00	1,000.00	.0
51-37-201 IMPACT FEES	.00	.00	2,500.00	2,500.00	.0
51-37-300 PENALTIES & FORFEITURES	815.77	815.77	5,500.00	4,684.23	14.8
51-37-400 GRANTS	639,467.33	639,467.33	6,736,839.12	6,097,371.79	9.5
51-37-600 INTEREST - WATER FUND	82.85	82.85	3,000.00	2,917.15	2.8
TOTAL OPERATING REVENUE	722,563.01	722,563.01	7,333,839.12	6,611,276.11	9.9
<u>INTEREST - OTHER</u>					
51-38-900 MISCELLANEOUS REVENUE	.00	.00	20,000.00	20,000.00	.0
TOTAL INTEREST - OTHER	.00	.00	20,000.00	20,000.00	.0
TOTAL FUND REVENUE	722,563.01	722,563.01	7,353,839.12	6,631,276.11	9.8

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURES					
51-40-110 SALARIES & WAGES - FOREMAN	4,383.68	4,383.68	62,294.40	57,910.72	7.0
51-40-111 SALARIES & WAGES-OPERATOR A&B	3,188.48	3,188.48	45,792.00	42,603.52	7.0
51-40-112 SALARIES & WAGES-UTILITY CLERK	2,630.45	2,630.45	35,510.40	32,879.95	7.4
51-40-130 BENEFITS - FOREMAN	3,548.66	3,548.66	44,245.78	40,697.12	8.0
51-40-131 BENEFITS - OPERATOR A & B	3,084.08	3,084.08	38,169.39	35,085.31	8.1
51-40-134 BENEFITS - UTILITY CLERK	2,355.94	2,355.94	29,610.23	27,254.29	8.0
51-40-230 WATER FUEL	.00	.00	5,000.00	5,000.00	.0
51-40-250 EQUIPMENT SUPPLIES & MAIN.	3,180.48	3,180.48	18,000.00	14,819.52	17.7
51-40-270 UTILITIES - CULINARY	6,056.56	6,056.56	44,000.00	37,943.44	13.8
51-40-271 UTILITIES-PRESSURE PUMP	743.22	743.22	12,000.00	11,256.78	6.2
51-40-273 UTILITIES-IRRIGATION	2,596.47	2,596.47	25,000.00	22,403.53	10.4
51-40-274 UTILITIES-INTERNET	60.00	60.00	720.00	660.00	8.3
51-40-280 TELEPHONE - WATER	71.87	71.87	1,300.00	1,228.13	5.5
51-40-310 PROFESSIONAL/TECHNICAL SERVICE	60.00	60.00	3,600.00	3,540.00	1.7
51-40-311 LEGAL AND AUDIT SERVICES	.00	.00	4,000.00	4,000.00	.0
51-40-481 METER SUPPLIES AND MAINTENANCE	.00	.00	3,000.00	3,000.00	.0
51-40-510 TRAVEL AND CONFERENCE	.00	.00	1,700.00	1,700.00	.0
51-40-610 MISCELLANEOUS EXPENSE	52.00	52.00	3,500.00	3,448.00	1.5
51-40-620 SERVLINE INSURANCE	.00	.00	13,500.00	13,500.00	.0
51-40-650 DEPRECIATION	.00	.00	78,000.00	78,000.00	.0
51-40-740 CAPTIAL OUTLAY-EQUIPMENT	.00	.00	3,500.00	3,500.00	.0
51-40-742 2020 CULINARY WATER PROJECT	.00	.00	6,736,839.12	6,736,839.12	.0
51-40-813 BOND 3S024 INTEREST	.00	.00	2,970.00	2,970.00	.0
TOTAL EXPENDITURES	32,011.89	32,011.89	7,212,251.32	7,180,239.43	.4
TOTAL FUND EXPENDITURES	32,011.89	32,011.89	7,212,251.32	7,180,239.43	4
NET REVENUE OVER EXPENDITURES	690,551.12	690,551.12	141,587.80	(548,963.32)	487.7

CITY OF MILFORD
BALANCE SHEET
JULY 31, 2021

SEWER FUND

ASSETS

52-11900	CASH - COMBINED FUND	428,505.92	
52-12110	ST. TREAS-DESIGNATED SEWER	256,311.11	
52-13110	ACCOUNTS RECEIVABLE	22,328.06	
52-14200	DEFERRED OUTFLOW OF RESOURCES	16,195.97	
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	137,122.46	
52-16610	AUTOMOBILES AND TRUCKS	54,520.72	
52-17500	ACCUMULATED DEPRECIATION	(1,903,845.26)	
TOTAL ASSETS			1,183,152.94

LIABILITIES AND EQUITY

LIABILITIES

52-21330	ACCRUED EMPLOYEE BENEFITS	20,368.58	
52-21400	DEFERRED REVENUE	8,000.00	
52-25700	NET PENSION LIABILITY	28,444.04	
TOTAL LIABILITIES			56,812.62

FUND EQUITY

52-26110	DEFERRED INFLOW OF RESOURCES	15,174.30	
UNAPPROPRIATED FUND BALANCE:			
52-29110	RETAINED EARNINGS-RESERVED	13,094.19	
52-29800	RETAINED EARNINGS-SEWER FUND	893,022.72	
52-29900	RETAINED EARNINGS-DESIGNATED	194,890.49	
	REVENUE OVER EXPENDITURES - YTD	10,158.62	
BALANCE - CURRENT DATE		1,111,166.02	
TOTAL FUND EQUITY			1,126,340.32
TOTAL LIABILITIES AND EQUITY			1,183,152.94

CITY OF MILFORD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUE</u>					
52-37-100 SEWER FEES	24,691.50	24,691.50	275,000.00	250,308.50	9.0
52-37-201 IMPACT FEES	.00	.00	2,000.00	2,000.00	.0
52-37-600 INTEREST - SEWER FUND	94.12	94.12	5,000.00	4,905.88	1.9
TOTAL OPERATING REVENUE	24,785.62	24,785.62	282,000.00	257,214.38	8.8
<u>INTEREST - OTHER</u>					
52-38-900 MISCELLANEOUS REVENUE	.00	.00	4,000.00	4,000.00	.0
TOTAL INTEREST - OTHER	.00	.00	4,000.00	4,000.00	.0
TOTAL FUND REVENUE	24,785.62	24,785.62	286,000.00	261,214.38	8.7

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
52-40-110 SALARIES & WAGES - LEADMAN	4,312.00	4,312.00	58,212.00	53,900.00	7.4
52-40-111 SALARIES & WAGES-OPERATOR A&B	2,544.00	2,544.00	34,344.00	31,800.00	7.4
52-40-130 BENEFITS - OPERATOR A & B	2,313.08	2,313.08	28,627.04	26,313.96	8.1
52-40-131 BENEFITS - LEADMAN	3,453.40	3,453.40	42,944.23	39,490.83	8.0
52-40-230 FUEL - SEWER	.00	.00	4,000.00	4,000.00	.0
52-40-250 EQUIPMENT SUPPLIES & MAIN	.00	.00	12,000.00	12,000.00	.0
52-40-270 UTILITIES-ELECTRICAL & GAS	352.52	352.52	8,000.00	7,647.48	4.4
52-40-280 TELEPHONE - SEWER	.00	.00	400.00	400.00	.0
52-40-310 LEGAL AND AUDIT SERVICES	.00	.00	4,000.00	4,000.00	.0
52-40-510 TRAVEL AND CONFERENCE	.00	.00	500.00	500.00	.0
52-40-610 MISCELLANEOUS EXPENSES	52.00	52.00	2,000.00	1,948.00	2.6
52-40-620 SERVLINE PROTECTION	.00	.00	4,100.00	4,100.00	.0
52-40-650 DEPRECIATION	.00	.00	70,000.00	70,000.00	.0
52-40-750 CAPITAL OUTLAY - SEWER	1,600.00	1,600.00	2,600.00	1,000.00	61.5
TOTAL EXPENDITURES	14,627.00	14,627.00	271,727.27	257,100.27	5.4
TOTAL FUND EXPENDITURES	14,627.00	14,627.00	271,727.27	257,100.27	5.4
NET REVENUE OVER EXPENDITURES	10,158.62	10,158.62	14,272.73	4,114.11	71.2

CITY OF MILFORD
BALANCE SHEET
JULY 31, 2021

GENERAL FIXED ASSETS

<u>ASSETS</u>			
91-11900	CASH - COMBINED FUND	(90,655.00)	
91-16110	LAND	260,210.36	
91-16210	BUILDINGS	2,331,184.98	
91-16310	IMPROVEMENTS OTHER THAN BLDGS	2,842,546.86	
91-16410	OFFICE FURNITURE AND EQUIPMENT	122,794.53	
91-16510	MACHINERY AND EQUIPMENT	627,753.73	
91-16610	AUTOMOBILES AND TRUCKS	126,629.00	
91-16710	CAPITAL ASSET - INFRASTRUCTURE	958,338.86	
91-16810	WIP	407,802.68	
TOTAL ASSETS			7,586,606.00
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
91-29800	BEGINNING OF YEAR	745,592.15	
91-29850	ADDITIONS - CURRENT YEAR	6,841,013.85	
BALANCE - CURRENT DATE			7,586,606.00
TOTAL FUND EQUITY			7,586,606.00
TOTAL LIABILITIES AND EQUITY			7,586,606.00

CITY OF MILFORD
BALANCE SHEET
JULY 31, 2021

GENERAL LONG TERM DEBT

ASSETS

95-18100	AMT PROVIDED-GENERAL LT DEBT	976,880.02	
	TOTAL ASSETS		976,880.02

LIABILITIES AND EQUITY

LIABILITIES

95-21500	ACCRUED EMPLOYEE BENEFITS	20,367.66	
95-25102	BONDS PAYABLE -CIB LIBRARY	210,000.00	
95-25105	ADMINISTRATION BUILDING LOAN	699,000.00	
95-25700	NET PENSION LIABILITY	47,512.36	
	TOTAL LIABILITIES		976,880.02
	TOTAL LIABILITIES AND EQUITY		976,880.02

Milford Municipal Airport Monthly Fuel Analysis Month July 2021

Date	100 LL	Gallons Sold & Test	Jet A	Gallons Sold & Test	Tie Down	After Hours Fee	Oil	Misc.	Processing Fee	Total
7/1/2021	\$0.00	0	\$0.00	0						\$0.00
7/2/2021	\$101.60	18.99	\$497.50	140.14					\$20.56	\$578.54
7/3/2021	\$0.00	0	\$0.00	0						\$0.00
7/4/2021	\$0.00	0	\$0.00	0						\$0.00
7/5/2021	\$0.00	0	\$0.00	0						\$0.00
7/6/2021	\$0.00	0	\$0.00	0						\$0.00
7/7/2021	\$0.00	0	\$0.00	0						\$0.00
7/8/2021	\$0.00	0	\$0.00	0						\$0.00
7/9/2021	\$0.00	0	\$252.95	47.28					\$8.47	\$244.48
7/10/2021	\$0.00	0	\$0.00	0						\$0.00
7/11/2021	\$0.00	0	\$93.89	17.55					\$3.16	\$90.73
7/12/2021	\$0.00	0	\$0.00	0						\$0.00
7/13/2021	\$0.00	0	\$0.00	0						\$0.00
7/14/2021	\$0.00	0	\$0.00	0						\$0.00
7/15/2021	\$0.00	0	\$0.00	0						\$0.00
7/16/2021	\$159.75	29.86	\$0.00	0					\$5.35	\$154.40
7/17/2021	\$0.00	0	\$221.24	62.32					\$7.41	\$213.83
7/18/2021	\$136.69	25.55	\$0.00	0					\$4.58	\$132.11
7/19/2021	\$228.66	42.74	\$0.00	0					\$7.66	\$221.00
7/20/2021	\$0.00	0	\$0.00	0						\$0.00
7/21/2021	\$0.00	0	\$235.01	66.2					\$7.87	\$227.14
7/22/2021	\$0.00	0	\$0.00	0						\$0.00
7/23/2021	\$0.00	0	\$0.00	0						\$0.00
7/24/2021	\$0.00	0	\$405.69	114.28					\$13.59	\$392.10
7/25/2021	\$0.00	0	\$0.00	0						\$0.00
7/26/2021	\$0.00	0	\$0.00	0						\$0.00
7/27/2021	\$0.00	0	\$0.00	0						\$0.00
7/28/2021	\$310.57	58.05	\$0.00	0					\$3.79	\$306.78
7/29/2021	\$0.00	0	\$0.00	0						\$0.00
7/30/2021	\$167.40	31.29	\$0.00	0						\$167.40
7/31/2021	\$58.90	11.01	\$249.25	70.21						\$308.15
										\$0.00
	\$1,163.57	217.49	\$1,955.53	517.98	\$0.00	\$0.00	\$0.00	\$0.00	\$82.44	\$3,036.66

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
\$3,119.10			-\$2,236.74
	\$2,820.57	CC Rem	\$882.36
	\$0.00	Cash	-\$1,938.21

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	5027.00	0.00	217.49	4809.51	4749.00	-60.51	\$4.63	\$21,987.87
Jet A	1663.00	0.00	517.98	1145.02	1168.00	22.98	\$3.07	\$3,585.76
Total	0.00	0.00	735.47	5954.53	5917.00	-37.53		\$25,573.63

DRAFT
Milford City Council Meeting
Tuesday, July 20, 2021, 4:00 PM
Milford City Hall, 26 South 100 West
Milford, Utah 84751

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

Absent: City Attorney Leo Kanell

Staff: City Administrator Makayla Bealer, City Recorder Monica Seifers, Administrative Assistant Lisa Thompson, and Foreman Benjamin Stewart

Visitors (Official Roster): Liz Miles, Shane Yardley and family members, Susan McGinnis and family members.

Call to Order

Mayor Davis called the meeting to order at 4:00 p.m. followed by the Pledge of Allegiance.

Visitors

a. Liz Miles, Southwest Utah Public Health Department – Tobacco Training

Ms. Miles presented the changes to the tobacco laws signed into law by President Trump in 2019 that changed the tobacco use ages from 18 years of age to 21. That law went into effect July 1, 2020. Milford City code needs to be updated to meet the new law.

Ms. Miles reported that Utah has banned flavored cigarette sales at general stores, but allows it at retail specialty stores. The reason for her visit today was to educate since the tobacco companies are targeting smaller municipalities. Retail tobacco businesses are being eliminated in the larger communities so they are seeking out smaller towns that don't have strong tobacco laws. The flavored tobaccos are targeting teens. She provided flyers explaining the effects of second-hand vapor. Her mission was to make the city aware and encourage ordinances. Mayor Davis stated that the city would change their ordinances and asked if there was anything else she could suggest. She recommended linking the definition of what tobacco is according to the state's definition. The second thing would be to not allow specialty tobacco retail shops locate in your city. Washington City does not allow it, they have the verbiage in their code if you wanted to look at theirs. Mayor Davis advised that the city would work on it and get the language updated in the code. Ms. Miles stated that her office was available for resources.

Ms. Miles left at 4:06 pm

Consent Issues

a. Consent issues including bills and payroll, and June 15, 2021 Regular Meeting and Public Hearings, and June 29, 2021 Special Work Session were presented for consideration for approval.

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

New Business

a. Presentation of Years of Service for Shane Yardley and Susan McGinnis

47 Mayor Davis presented Susan McGinnis and Shane Yardley with plaques thanking them for their
48 dedicated service to the community. Susan McGinnis was an exceptional crossing guard from August
49 2009 to May 2021. She made sure the kids got to school safely regardless of the weather. She was
50 extremely dedicated to the children and her family. She always had a smile for passersby. Milford City is
51 very appreciative of her service.

52
53 Shane Yardley was thy epitome of what Mayor Davis thought everyone in city government should be; he
54 has a demeanor that is quiet, yet very understanding. He seeks to understand before responding. He
55 brought a different perspective to the city council these past few years. When others who have been
56 there for a while get tunnel vision it is refreshing to get another perspective to the city. Mayor Davis
57 appreciated everything Council Member Yardley had done for Milford City and he will be missed greatly.
58 He encouraged him to continue serving in the community and to not shy away from serving in a
59 government capacity on a county or statewide level. They truly need people like Shane.

60
61 The Yardley and McGinnis families, and Mrs. Miller left at 4:13 PM

62 63 **b. Approval of Rosemary Bowman Agreement**

64 City Administrator Bealer reported that this item needed to be tabled. The agreement is being reviewed
65 with a recent draft revision that was requested by Craig Davie.

- 66 ➤ **MOTION:** Council Member Scott Symond moved to table the agreement until the August
67 agenda. Motion was seconded by Council Member Russell Smith. All were in favor, motion
68 carried.

69 70 **c. Library Board Appointments**

71 Administrator Bealer reported that there were two vacancies on the board due to Natalie Hardman
72 relocating out of town and the appointment to council for Terry Wiseman. The Library Board would like
73 to recommend Connie Puffer for one vacancy and continue to advertise for the second vacancy.

- 74 ➤ **MOTION:** Council Member Scott Symond moved to authorize the appointment of Connie Puffer
75 to the Library Board. Motion was seconded by Council Member Russell Smith. All were in favor,
76 motion carried.

77 78 **d. Crossing Guard**

79 There was one applicant, Genevieve Johnson. Makayla met with her and recommends hiring her for the
80 position.

- 81 ➤ **MOTION:** Council Member Ian Spaulding moved to authorize the hiring of Genevieve Johnson
82 as the crossing guard upon the recommendation of the City Administrator. Motion was
83 seconded by Council Member Scott Symond. All were in favor, motion carried.

84 85 **Old Business**

86 **a. Cemetery Committee Update**

87 City Recorder Seifers reported that the cemetery committee has been reviewing code and fees. Until we
88 started looking into what other cities were charging, we did not realize just how low our prices are. The
89 committee would like to evaluate the opening and closing fees. Milford City charges \$200 for a full vault
90 opening and closing performed during business hours. Looking at a normal burial that does not require
91 any additional time or resources, in accordance with our fee schedule for the equipment and man hours,
92 it is costing the city a minimum of \$375.00 to perform the opening. Council Member Spaulding inquired

93 if we paid our crew members extra for openings that fall on a weekend or holiday. City Recorder Seifers
94 replied yes.

95
96 Recorder Seifers reviewed the fee comparison with the members of the council asking if they were in
97 support of the committee identifying factual figures for the fees and to put something together for
98 consideration. Council Member Spaulding asked if the budget indicated that the fees collected were
99 covering the operations. City Administrator Bealer explained that the cemetery revenues do not cover
100 the operations and maintenance costs. It is just another example of the city trying to keep things
101 affordable, but where the code is being reviewed, it is a good time to evaluate the fees. Council Member
102 Spaulding added that he agreed that while it is noble to try to keep the costs affordable, we do a
103 disservice by not adjusting the fees. He appreciated the time and research. Mayor Davis cited that the
104 city learned a valuable lesson with the water rates and felt the city should take that same philosophy
105 with all other departments. The operating costs for the city increase every year so we will need to
106 evaluate and adjust the fees to stay congruent with the city's cost of operating. Recorder Seifers really
107 had her eyes opened while researching fees other cities charged along with understanding more of what
108 resources are involved in preparing a gravesite for a burial; we have tried to keep the fees fair but they
109 are not covering the costs. We are not here to make money but we need to be at least covering the costs
110 associated with the preparations. Another consideration that needs to be made is disinterment fees.
111 Other cities charge large fees for disinterment and from what Recorder Seifers gathered it was to make
112 sure that was what the family wanted. Once the vault is removed a gravesite can be difficult to use for
113 future burials. The cemetery committee is seeking feedback from the council so they can get a proposed
114 fee schedule prepared for future consideration.

115
116 Another project that the committee has been looking into the prospect of a cremation garden. The
117 committee went to the old pool park and walked it off to try to determine a place. There are many
118 concerns presented with sidewalks, water lines, trees, and things that are there that we don't really want
119 to disturb. There is a rather small space available that would be easy to access on the north side just west
120 of the water tower. The space is limited but may work. The feedback from other cities is that the
121 cremation gardens are not as popular as they had hoped. Not a lot of people are happy with the limited
122 space and requirement for a flat headstone. Mayor Davis cited that he has had some discussion with
123 some cemeteries out in Nevada and they have been looking into the same type of cremation spaces and
124 what they have found is that families are more interested in purchasing family plots instead of having
125 smaller plots. Council Member Russell Smith stated that we are looking into it but don't know if it will be
126 feasible or not. We will have to look at whether people will want to utilize a garden or stay in the
127 cemetery with their family members. Mayor Davis asked how many available plots we had remaining.
128 Recorder Seifers will have to look into it adding that we will be able to do a reclamation in the next couple
129 of years.

130
131 Recorder Seifers has been reviewing the cemetery code and trying to get it condensed and then doing
132 the policy and procedures separately. It is her hope to have a packet that can be available online and in
133 the office. The committee welcomes any feedback and input from the members of the council.

134 135 **b. Culinary Water Project**

136 Administrator Bealer reported that the Booster building and tank interconnect piping were being
137 currently being completed with meter replacements began July 19. Flyers have been posted around town
138 as well as on social media.

139 140 **Ordinance and Resolutions**

141 **a. None.**

142
143 **Staff and Council Reports**

144 **Staff Member Reports and Comments**

145 **Leo Kanell ~ City Attorney**

- 146 ➤ Not in attendance.

147
148 **Makayla Bealer ~ City Administrator**

- 149 ➤ Street Maintenance: Chip sealing is scheduled for August 4 and 5.
150 ➤ DEQ – monitor wells near Milford Chevron will be eliminated this fall and replaced in the future.
151 ➤ The LDS Church is wanting to organize a day of service for September 11. Awaiting more
152 information from Lary and Lisa Carter.
153 ➤ AT&T has a lease agreement at the old pool park. They would like to expand and use it as a site
154 rather than just a repeater location.
155

156 **Monica Seifers ~ City Recorder**

- 157 ➤ The July 4th Celebration had great attendance. The dance was one of the biggest in recent years
158 and had a great crowd, she was grateful to NewRotic Sound for their willingness to come back.
159 She appreciated all the volunteers who made the celebration a success.
160

161 **Lisa Thompson ~ Administrative Assistant**

- 162 ➤ No reports or comments.
163

164 **Ben Stewart ~ City Foreman**

- 165 ➤ Jeff Gardner contacted him earlier today stating he should be here tomorrow morning to camera
166 the well. Jeff reviewed the well logs and he thinks the casing gets smaller at around 280' which
167 might be what they were hitting. He has the pump on hand and is hoping to have the Golf Course
168 Well back online soon.
169

170 **Council Member Russell Smith**

- 171 ➤ Joe and Connie Puffer had a drain issue that was cleared today. He, Administrator Bealer, and
172 Foreman Stewart assessed it earlier today and found that the pipe was plugged off. This should
173 prevent further problems and was an easy fix.
174

175 **Council Member Ian Spaulding**

- 176 ➤ Discussed green fees and Venmo availability at the golf course. Makayla will follow up on the
177 Venmo process for collecting green fees via Venmo and turning them over to the golf course
178 manager.
179 ➤ Any follow up for fencing off the parking lot? Makayla will place on the August agenda for
180 discussion.
181

182 **Council Member Scott Symond**

- 183 ➤ July 4th was nice; it was fun to have Doc's old jeep and members of family in town.
184

185 **Council Member Les Whitney**

- 186 ➤ Movie in the Park was held July 12th. There were lots of booths and vendors and had a good
187 turnout. There will be another movie night in Milford in August sometime but he does not have
188 the date yet.
189

190 **Council Member Terry Wiseman**

191 ➤ No reports or comments.

192

193 **Mayor Davis**

194 ➤ No reports or comments.

195

196 **Meeting Adjournment** ~ *as there was no further business the meeting adjourned at 4:50 PM.*

197

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



730 South Cove Drive, Suite 1, Cedar City, Utah 84720
TEL 435.867.8834

August 2, 2021

Milford City
26 South 100 West
435-387-2711

Attn: Mayor Nolan Davis

RE: Milford City Cemetery Mapping
Milford City Proposal for GIS Mapping and Management Services

Dear Mayor Davis,

Sunrise Engineering, Inc. (Sunrise) is pleased to submit this professional Geographic Information Systems (GIS) services proposal for the project referenced above. Sunrise is appreciative of this opportunity to work with Milford City (Owner) and look forward to future opportunities together.

PROJECT OBJECTIVES

The Owner desires to improve mapping and management services of their Cemetery located in Milford, Utah. It is the intent of the Owner to develop a digital GIS database of their sections, block, lots, plots, and graves, have the ability to update these records, improve access to data, maps, and geographic information, and make management of cemetery assets more efficient and effective. Therefore, the Owner has requested assistance from Sunrise to implement the use of GIS mapping and management applications accessible in the cloud (Internet) for their cemetery.

SCOPE OF SERVICES

Based on the Project Objectives outlined above, Sunrise proposes to provide the following requested GIS Services:

Item 1. Database Setup, Conversion, and Mapping

- Database Setup: Sunrise will use a customized template that has been developed for the cemetery database. This template will serve as the basis for the GIS attributes and symbols associated with the GIS layers that will be used by the Owner.
- Conversion: Sunrise will convert existing cemetery data provided by Owner into the new database template. Attribution will be carried over from the existing spreadsheets and appended to the appropriate fields in the new database template.
- Mapping: Sunrise will create from scratch the cemetery data in a real-world coordinate system that is spatially correct and accurate. We will then publish the

cemetery layers into the Cloud SMART GIS® platform so Owner can access them in the cloud. 2 hard copy wall maps will be provided.

Item 2. Upfront Licensing

- Editor and Viewer License: Sunrise will provide one (1) Editor license and one (1) Viewer license for the Owner to use. The 1 Editor license is needed for editing the cemetery information and the 1 Viewer license is needed for public access.

Item 3. Web Apps & Training

- Web App Setup: Sunrise will create one (1) Cemetery Editor Web App that allows the Owner to edit their Cemetery information and one (1) Cemetery Viewer Web App for public viewing purposes that can be hosted on Owner's website.
- In-Person Training: Sunrise will provide up to 2 hours of in-person training on the Cemetery Web Apps being created.

Item 4. Maintain Owner's Annual Subscription to Sunrise Cloud SMART GIS®

- Annual Subscription: Owner will be required to maintain one the (1) Editor license and one (1) Viewer license on an annual basis to continue to access and use their GIS.

Item 5. Additional GIS Services

- On-Call Additional GIS Services: The Owner may authorize Sunrise to furnish additional services of the types listed below, which are not included in the basic Scope of Services. These additional services are all subsequent to the initial setup.
 - Update data, features, and attributes that have changed, or are new to the system, where the Owner prefers not to do them on their own.
 - Provide guidance and setup on servicing out web applications on Owner's website for public use.
 - Host imagery data or aerial photography provided by the Owner on the Sunrise Cloud SMART GIS® platform.
 - Publish and customize additional web applications with the Owner's data including utility inspections, inventories, routes, etc.
 - Gather, collect, compile, convert and map field data or additional data.
 - Changing user capabilities and privileges which may include the ability to update, query, create, extract, and delete features.
 - Provide on-site training or additional remote training sessions (which are not part of the Scope of Services).
 - Provide operations dashboard to monitor activities, events, track workforce, and assess the status and performance of daily operations.
 - Any other on-call or miscellaneous tasks requested by the Owner and agreed to by Sunrise.

ASSUMPTIONS

1. Fees and fee schedule are subject to change based upon Sunrise's costs to provide the services.
2. Appropriate amounts have been incorporated in the fixed fee to account for labor cost, equipment and costs, data storage costs, overhead, profit and expenses.
3. Owner understands that periodic upgrades to servers and storage systems are required and access to Owner's data and applications may be occasionally interrupted. When these occur, Sunrise will notify the Owner at least two weeks before the scheduled maintenance date.

PROFESSIONAL SERVICES FEES

Sunrise proposes to complete the work outlined in the Scope of Services for the following fees and fee types in Table 1:

Table 1

Scope Item	Scope of Services	Fee	Fee Type
Item 1	Database Setup, Conversion, and Mapping	\$9,700	One-Time Fixed Fee
Item 2	Upfront Licensing	\$650	One-Time Fixed Fee
Item 3	Web Apps & Training	\$900	One-Time Fixed Fee
Item 4	Maintain Owner's Annual Subscription to Sunrise Cloud SMART GIS®	\$650	Annual Fixed Fee
Item 5	Additional GIS Services	See Exhibit A	Hourly

Total Upfront Cost: \$11,250

Annual Costs total: \$650 (starting August 2022)

1 Editor = \$500

1 Viewer = \$150

When authorized for any additional services (Item 5), Owner agrees to compensate Sunrise for actual charges at rates and fees shown in the attached Exhibit A or for pre-negotiated lump sum amounts. Owner will submit monthly itemized billings for this work which will be due and payable within 30 days of receipt thereof by Owner.

Instructions and invoices submitted pursuant to this Work Release will be sent to:

Milford City
P.O. Box 69
Milford, Utah 84751

Invoices will be submitted monthly based on the prior month's effort and are due and payable within (30) thirty days.

If the Owner chooses to move forward with the proposal, we recommend execution of this agreement by signing this proposal below. We appreciate the opportunity to work with you on this and other projects. Please call me at (435) 652-8450 with any questions.

Sincerely,



Dustyn Shaffer P.E.
Service Center Manager
Sunrise Engineering, Inc.

Accepted and Agreed:

Nolan Davis

Signature

Printed Name

Title

Date

TERMS AND CONDITIONS

1. SERVICES TO BE PROVIDED. These Terms and Conditions are enclosed with, attached to and/or incorporated by referenced into a proposal or agreement (the "Proposal/Agreement") prepared by Sunrise Engineering, Inc. ("SEI") offering/agreeing to provide the consulting services described in the Proposal/Agreement as such consulting services are changed by agreement of the Parties (hereinafter, the "Services"). SEI agrees to provide the Services for the sole and exclusive use and benefit of the person or entity described in the Proposal/Agreement to be SEI's client for the provision of the Services (the "Client"). If the Proposal/Agreement does not expressly identify the Client, the Client shall be the person or entity to whom SEI provides the Services. The Proposal/Agreement shall become binding on SEI and Client upon its written acceptance by Client, or Client's acceptance of the performance by SEI of the Services without written objection to the terms of the Proposal/Agreement, whichever first occurs. SEI may use the services of subconsultants in the performance of the Services ("SEI's Consultants") when, in SEI's sole discretion, it is appropriate to do so. For purposes of the Proposal/Agreement and these Terms and Conditions, the "Parties" are SEI and Client, and their successors and permitted assignees.

2. EFFECT OF TERMS AND CONDITIONS. If any of the Services are performed by SEI or SEI's Consultants prior to the acceptance by Client of the Proposal/Agreement, such Services shall be governed by these Terms and Conditions the same as if they had been performed after the acceptance by Client of the Proposal/Agreement. These Terms and Conditions shall be binding upon the Parties except to the extent these Terms and Conditions directly conflict with the Proposal/Agreement. In the event of direct conflict between the Proposal/Agreement and these Terms and Conditions, the Proposal/Agreement shall supersede and replace these Terms and Conditions.

3. PAYMENT TERMS. Payment on account of Services rendered, including fees and Reimbursable Expenses, shall be made monthly upon presentation of SEI's statement of services. No deductions shall be made from SEI's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors ("Contractor") performing all or a portion of the work or services (the "Work") for the construction of improvements designed by SEI or SEI's Consultants, or on account of the cost of changes in the Work other than those for which SEI has been adjudicated to be liable. If payment is not received within thirty (30) calendar days from the invoice date (i) Client agrees to pay interest on the past due amount at the rate of 18% per annum until paid in full; (ii) Client agrees to pay reasonable attorneys' fees and collection costs incurred by SEI to collect or obtain an award or judgment to collect all or any portion of the past due amount; (iii) SEI reserves the right to suspend all Services until payment of the past due amount is received in full; and (iv) SEI may terminate the Proposal/Agreement for cause if payment of the past due amount is not received in full within forty-five (45) calendar days of the date it is due.

4. TERMINATION/SUSPENSION OF PROPOSAL/AGREEMENT Either Party may terminate the Proposal/Agreement for cause if the other Party shall fail substantially to perform in accordance with its terms through no fault of the Party initiating the termination upon ten (10) calendar days prior written notice and failure of the Party in default to cure the default within such ten (10)-day period. Client may terminate the Proposal/Agreement without cause and for Client's convenience upon delivery to SEI of a written notice of termination for convenience. Client may suspend all or a portion of the Services upon written notice to SEI, provided that (i) Client shall compensate SEI for extra fees and costs due to such suspension of the Services; and (ii) SEI may terminate the Proposal/Agreement for cause if the Services or any portion of the Services are suspended in the aggregate for more than one hundred twenty (120) calendar days due to suspensions of the Services for Client's convenience. In the event of a termination of the Proposal/Agreement not the fault of SEI, SEI shall be compensated for the Services performed prior to termination, together with Reimbursable Expenses then due and all expenses directly attributable to the termination. In the event of a termination of the Proposal/Agreement for cause, the terminating Party shall be entitled to recover from the defaulting Party all damages caused by the defaulting Party's breach of the Proposal/Agreement.

5. STANDARD OF SKILL AND CARE. The Services (whether performed by SEI or SEI's Consultants) shall be performed in accordance with the standard of skill and care ordinarily exercised by licensed professionals of the same discipline in the state in which the Project is located on projects of similar size and scope and under like circumstances. SEI disclaims that any warranties, expressed or implied, are made or intended by SEI regarding the quality, fitness, accuracy, suitability or completeness of the Services or the Instruments of Service, or regarding any other matter.

6. INSURANCE. SEI shall maintain the following insurance coverages with insurance limits not less than specified below:

- a) Worker's Compensation Insurance – statutory limits;
- b) Employer's Liability Insurance – \$1,000,000;
- c) Automobile Liability – Combined single limits per accident, \$1,000,000;
- d) Commercial General Liability Insurance – Combined single limits per occurrence, \$1,000,000;
- e) Professional Liability – \$1,000,000 per claim

7. LIMITATION OF LIABILITY. Client agrees that the liability of SEI and SEI's Consultants, and their former and current officers, directors, employees and agents to Client, and any third party, due to any negligent acts, errors or omissions, breach of contract or breach of any other legal duty shall be limited in the aggregate to \$50,000, or the total fee paid to SEI for the Services, whichever is greater. If Client prefers to have higher limits of liability, SEI agrees to increase the aggregate limit of liability applicable to the Services to a maximum of \$1,000,000 upon Client's written request at or prior to the commencement of the Services, provided Client pays an additional consideration to SEI equal to five percent (5%) of the total fee for the Services, or \$600, whichever is greater. The additional charge for the higher limitation of liability is because of the greater risk assumed by SEI and is not a charge for additional professional liability insurance. Client shall indemnify, defend and hold harmless SEI and SEI's Consultants, and their past and current officers, directors, employees and agents, and each of them, from and against any liability arising or resulting from liabilities in excess of the applicable aggregate limit of liability of SEI and SEI's Consultants for the Services.

8. SITE OBSERVATIONS AND SOIL CONDITIONS. SEI shall have access to the Project site and to all areas where the Work is performed or located. Client shall procure all permits, licenses, rights-of-entry and access for SEI to enter upon and to perform Services at any public or private property required for SEI to perform the Services.

By virtue of entering into this Agreement or providing the Services, SEI does not assume control of or responsibility for the Project site or the persons at the Project site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the Project site that may present a potential danger to public health, safety or the environment.

Unless SEI provides a soils report or conducts soils testing as Services under the Proposal/Agreement, SEI makes no representations concerning soils conditions and is not responsible for any claims, damages, liabilities, losses or expenses that may arise out of the making or failure to make soils investigations or reports, or soils testing.

If a Contractor is involved in the Project, Client agrees that Contractor will be solely and completely responsible for the conditions at all locations where the Work is performed, including the safety of all persons and property during performance of the Work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that SEI will not be responsible for job or site safety on the Project.

Client acknowledges and agrees that SEI is not responsible for the performance of the Work by third parties, including, but not limited to, the Contractor and the Contractor's subcontractors, sub-subcontractors of any tier and suppliers. Client further agrees to indemnify, defend and hold harmless SEI and SEI's Consultants, and their officers, directors, employees and agents from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon the operations of such third parties in the performance of the Work unless such claims, liabilities, damages, costs or expenses are adjudicated to be caused by the sole negligence or other fault of SEI and/or SEI's Consultants.

9. RELIANCE ON CLIENT FURNISHED INFORMATION. SEI and SEI's Consultants shall be entitled to rely upon the accuracy and completeness of services and information furnished by Client and Client's consultants, agents and representatives, and SEI and SEI's Consultants shall have no duty to investigate the accuracy or completeness of such services or information.

10. UNKNOWN CONDITIONS. Conditions or occurrences may be encountered during the performance of the Services and/or the Work that require changes in the Services or impose risk to SEI and/or SEI's Consultants, or their employees or agents, in the performance of the Services not known to SEI when the Proposal/Agreement was entered ("Unknown Conditions"). If Unknown Conditions are encountered, SEI shall notify Client of the Unknown Conditions and the probable impact of the Unknown Conditions on the Services and the Work, and SEI shall consult with Client regarding possible actions, including:

- a) Suspend the Services and/or the Work until the Unknown Conditions are further studied by Client and the additional risks imposed by the Unknown Conditions are eliminated by Client or are reduced by Client to levels acceptable to both SEI and Client;
- b) Complete the Services in accordance with the scope of Services described in the Proposal/Agreement, if to do so is agreed by both SEI and Client to be practical;
- c) Agree to a change in the Services; or
- d) Agree to a termination of the Proposal/Agreement for Client's convenience.

11. HAZARDOUS MATERIALS. Client agrees to give written disclosure to SEI prior to the execution of the Proposal/Agreement of any hazardous material or toxic substances existing in, on or near the Project site known to Client that may present a potential for harm to human health, the environment or equipment. Unless otherwise included in the Services, SEI and SEI's Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project site by SEI or SEI's Consultants.

In the event SEI or any other person or entity encounters hazardous materials or toxic substances at the Project site, or should it become known that such materials or substances are present at the Project site or its adjacent areas that may affect the performance of SEI's Services, SEI may, at its option, and without liability for consequential or other damages, suspend performance of the Services until Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous materials or toxic substances and such consultants represent that such hazardous materials or toxic substances have been rendered harmless. Client shall indemnify, defend and hold harmless SEI and SEI's Consultants and their past and current officers, directors, employees and agents, and each of them, from and against all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any hazardous materials or toxic substances in any form at the Project site, including claims, damages, costs and expenses caused by the negligence or fault of the persons or entities being indemnified, unless such claims, liabilities, damages, costs or expenses are adjudicated to be caused by the hazardous materials or toxic substances brought to the Project site by SEI or SEI's Consultants.

12. INDEMNITY. To the fullest extent permitted by law, Client agrees to indemnify and hold harmless SEI and SEI's Consultants, and their past and current officers, directors, employees and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages for injuries to persons (including bodily injury and death), damage to tangible property and economic loss caused by any negligent act, error or omission or intentionally wrongful conduct of Client or Client's consultants or their employees or agents.

13. INSTRUMENTS OF SERVICE. Drawings, specifications, reports and other documents, including those in electronic form, prepared by SEI and SEI's Consultants for the Project are Instruments of Service for use solely with respect to the Project. SEI and SEI's Consultants shall be deemed the authors and Clients of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Engineer grants to Client a nonexclusive license to reproduce SEI's Instruments of Service solely for the purpose of constructing, using and maintaining the Project, provided that Client shall comply with all obligations, including prompt payment to SEI of all consideration when due under the Proposal/Agreement. Except for the license granted in this Paragraph 13, no other license or right shall be deemed granted or implied under the Proposal/Agreement.

Client shall not use the Instruments of Service for future additions or alterations of the Project or for other projects, unless Client obtains the prior written agreement of SEI and SEI's Consultants. Any unauthorized use or modification of the Instruments of Service shall be at Client's sole risk and without liability to SEI or SEI's Consultants.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless SEI and SEI's Consultants and their past and current officers, directors, employees and agents, and each of them, from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any unauthorized use or modification of the Instruments of Service by Client or any person or entity that obtain the Instruments of Service from or through Client or Client's agents or representatives.

14. OPINIONS OF COST. If the Services include the evaluation of Client's budgets for construction costs or include providing SEI's opinions of probable construction costs, Client understands that SEI has no control over regional economies, availability of materials or labor or the competitive climate existing at the time of bidding or negotiation, over the costs or the prices of labor, equipment or materials, or over Contractor's methods of pricing, and that the evaluations of Client's budgets and/or opinions of probable construction costs provided by SEI are SEI's professional judgment as a design professional familiar with the construction industry. SEI makes no warranty, expressed or implied, as to the accuracy of such opinions or evaluations as compared to bids or negotiated prices or actual construction costs, and SEI does not represent or warrant that bids or negotiated prices or

actual construction costs will not vary from Client's budget for the Project or from opinions of probable construction costs or from evaluations of Client's budgets prepared or agreed to by SEI.

15. PROVIDING EVIDENCE. If SEI or an employee of SEI is requested by Client or is compelled by subpoena or other legal process by Client or a third party to provide testimony, documents or evidence in relation to the Services and in connection with any public hearing, dispute resolution proceeding or legal proceeding in which SEI is not a party, Client agrees to compensate SEI on the basis of hourly rates and Reimbursable Expenses according to SEI's Rate Schedule then in effect for the time and expenses reasonably incurred by SEI in providing such evidence, provided that SEI is not compensated in full for such reasonable time and expenses by the party compelling or requesting the evidence.

16. SEVERABILITY. In the event that any provision of these Terms and Conditions is found to be unenforceable, the other provisions shall remain in full force and effect.

17. SURVIVAL. All obligations arising prior to the termination of the Proposal/Agreement and all provisions of these Terms and Conditions allocating responsibility or liability between Client and SEI shall survive the completion of the Services and the termination of the Proposal/Agreement, and Paragraphs 5, 6, 7, 9, 11, 12, 13, and 15 shall survive the completion of the Services and the termination of the Proposal/Agreement.

18. INTEGRATION. The Proposal/Agreement and these Terms and Conditions incorporated therein constitute the entire agreement between the Parties and cannot be changed except by written instrument signed by both Parties.

19. GOVERNING LAW. The Proposal/Agreement and these Terms and Conditions incorporated therein shall be governed in all respects by the laws of the state in which the Project is located.

20. THIRD PARTY FEES. SEI shall pay the fees and costs specifically required by the Proposal/Agreement and these incorporated Terms and Conditions. Unless specifically required by the Proposal/Agreement, SEI shall not be required to pay the fees and costs of the checking and/or inspection of the Instruments of Service and/or the Work by persons or entities other than SEI or SEI's Consultants, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title insurance charges, costs of reproductions of the Instruments of Service or other documents, and other charges not specifically required to be paid by SEI by the Proposal/Agreement.

21. THIRD PARTY BENEFICIARIES. Nothing contained in the Proposal/Agreement and these incorporated Terms and Conditions shall create a contractual relationship with or a cause of action in favor of a third party against either Client or SEI. SEI's Services under the Proposal/Agreement are being performed solely for Client's benefit, and no other person or entity shall have any claim against SEI arising under the Proposal/Agreement or arising from the performance or non-performance of the Services.

22. EMPLOYMENT FEES. In the event Client hires directly any employee of SEI within one (1) year after final payment is due to SEI for the Services, Client agrees to reimburse SEI a monetary amount equal to six (6) months' wages for the employee so hired by Client as an employment fee. The employment fee shall be calculated as six (6) times the gross monthly full-time wages of the employee immediately prior to the hiring.

23. ASSIGNMENTS. Neither Client nor SEI shall assign the Proposal/Agreement or any right, interest or claim for damages arising under the Proposal/Agreement without the written consent of the other, except that Client may make a conditional collateral assignment of the Proposal/Agreement to an institutional lender providing financing for the Project, conditioned on Client's default in its obligations to such lender regarding the financing for the Project. In the event the condition of such collateral assignment is satisfied, the lender shall assume Client's rights and obligations under the Proposal/Agreement. If SEI's Services are affected or delayed by Client's default or the assignment of the Proposal/Agreement to the lender, SEI's fees for the remaining Services of the Project and the time schedules for performance of the remaining Services of the Project shall be equitably adjusted.

24. CONSEQUENTIAL DAMAGES WAIVER. SEI and Client mutually waive as to one another and as to the present and current officers, directors, partners, members, employees, agents and consultants of one another, any and all consequential damages for claims, disputes or other matters in question arising out of or relating to the Proposal/Agreement or the performance or non-performance of the Services. This mutual waiver is applicable, without limitation, to all consequential damages due to either Parties' termination of the Proposal/Agreement or suspension of the Services.

25. DISPUTE RESOLUTION. All claims, counterclaims, disputes and other matters in question between Client and SEI arising out of or relating to the Proposal/Agreement or these incorporated Terms and Conditions, or the breach of the Proposal/Agreement or these incorporated Terms and Conditions, or the Services performed pursuant thereto, shall be decided in such dispute resolution proceedings as Client and SEI shall mutually agree upon in writing after the dispute arises or, in the absence of mutual agreement, in a court of competent jurisdiction within the State in which the Project is located.

SUNRISE ENGINEERING

FEE SCHEDULE

Exhibit A

Work Code	Work Classification	Hourly Rate	Work Code	Work Classification	Hourly Rate
101	Engineer Intern (E.I.T.) I	\$99	451	Training Specialist I	\$130
102	Engineer Intern (E.I.T.) II	\$108	456	Training Manager	\$156
103	Engineer III	\$139	460	Training Director	\$180
104	Engineer IV	\$163	500	Funding Specialist	\$129
105	Engineer V	\$183	510	Plan Reviewer	\$115
110	Principal Engineer	\$199	511	Building Inspector I	\$68
121	Electrical Engineer Intern (E.I.T.) I	\$117	512	Building Inspector II	\$91
122	Electrical Engineer Intern (E.I.T.) II	\$132	513	Building Inspector III	\$113
123	Electrical Engineer III	\$149	525	Building Official	\$132
124	Electrical Engineer IV	\$170	601	GIS Tech	\$71
125	Electrical Engineer V	\$195	602	GIS Tech II	\$82
126	Principal Electrical Engineer	\$208	611	GIS Specialist I	\$103
301	Engineering Tech I	\$79	613	GIS Analyst	\$118
302	Engineering Tech II	\$95	614	GIS Programmer	\$103
303	Engineering Tech III	\$109	615	GIS Team Leader	\$134
304	Engineering Tech IV	\$135	51	Administrative I	\$45
311	Electrical Tech I	\$91	52	Administrative II	\$59
312	Electrical Tech II	\$103	53	Administrative III	\$74
313	Electrical Tech III	\$122	96	Public Information Manager	\$118
314	Electrical Tech IV	\$134	705	Planner V	\$140
315	Electrical Tech V	\$147	712	Project Manager II	\$178
351	Construction Observer I	\$69	723	Water Rights Specialist III	\$129
352	Construction Observer II	\$85	921	Survey Tech	\$80
353	Construction Observer III	\$99	930	Survey CAD Tech	\$125
354	Construction Observer IV	\$115	935	One Man Survey Crew	\$150
401	CAD Drafter I	\$69	940	Survey Manager	\$160
402	CAD Drafter II	\$79	945	Registered Surveyor	\$170
403	CAD Drafter/Designer III	\$99	950	Principal Surveyor	\$185
404	CAD Drafter/Designer IV	\$110			

REIMBURSABLE EXPENSE SCHEDULE

Expense	Rate	Mark-Up
Mileage	\$0.59 per mile	N/A
Field Vehicle (on site)	\$50 per day	N/A
Per Diem Meals	\$57 per day	N/A
Troxler Nuclear Density Gauge	\$40 per day	N/A
High Density Scanner	\$150 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fees automatically change after the beginning of the year and are subject to change on other occasions.

Base 01-2021

**CITY OF MILFORD
ORDINANCE 04-2021**

WHEREAS, the Milford City Council has determined that the amendments to the Milford City Code as provided herein are necessary to protect the health and safety of its employees.

WHEREAS, the Milford City Council has determined that the amendments to the Milford City Code as provided herein are necessary to ensure compliance with OSHA Requirements.

NOW THEREFORE, be it ordained by the Mayor and City Council of Milford, in the State of Utah, as follows:

SECTION 1: **REPEAL** “4.22.020 Requirements” of the Milford Municipal Code is hereby *repealed* as follows:

BEFORE REPEAL

4.22.020 Requirements

When required, the written confined space entry policy shall include at least the following:

1. Annual training on confined space issues.
2. A review of potential confined spaces.
3. A permitting system for entering permit-required confined spaces.
4. A rescue plan for managing confined space incidents.
5. Protocols for managing contractors doing work in City of Milford’s confined spaces.
6. A list of the appropriate personal protective equipment and hardware (hoists, winches, gas monitors, respirators, and ventilation gear) required for safe entry and exit.

AFTER REPEAL

~~4.22.020 Requirements~~ (*Repealed*)

~~When required, the written confined space entry policy shall include at least the following:~~

- ~~1. Annual training on confined space issues.~~
- ~~2. A review of potential confined spaces.~~
- ~~3. A permitting system for entering permit-required confined spaces.~~
- ~~4. A rescue plan for managing confined space incidents.~~
- ~~5. Protocols for managing contractors doing work in City of Milford’s confined spaces.~~
- ~~6. A list of the appropriate personal protective equipment and hardware (hoists, winches, gas monitors, respirators, and ventilation gear) required for safe entry and exit.~~

**SECTION 2: AMENDMENT "4.20.030 Personal Protective Equipment" of
the Milford Municipal Code is hereby *amended* as follows:**

BEFORE AMENDMENT

4.20.030 Personal Protective Equipment

Purpose The purpose of this Personal Protective Equipment (PPE) Policy is to protect the employees of the City of Milford from exposure to work place hazards and the risk of injury through the use of PPE. Personal Protective Equipment will be provided, used, and maintained when it has been determined that its use is required to ensure the safety and health of our employees and that such use will lessen the likelihood of occupational injury and/or illness.

Responsibilities Milford City Foreman and/or Leadman Supervisor will be responsible for assessing the hazards and exposures that may require the use of PPE, determining the type of equipment to be provided, and purchasing the equipment. Milford City Foreman will be responsible for training employees in the use and proper care of PPE, ensuring that all employees are assigned appropriate PPE, and ensuring that PPE is worn by employees when and where it is required. Employees are responsible for following all provisions of this program and related procedures. They are expected to wear PPE when and where it is required. Hazard Assessment City Foreman and/or Leadman Supervisor will perform an assessment of the workplace to determine if hazards are present, or likely to be present, which necessitate the use of PPE. Consideration will be given to hazards such as impact, penetration, laceration, compression (dropping heavy objects on foot, roll-over, etc), chemical exposures, electrical hazards, noise, etc. Selection of Personal Protective Equipment (PPE) Personal Protective Equipment (PPE) will be selected on the basis of the hazards to which the employees are exposed or potentially exposed. Personal Protective Equipment will meet the following standards: Eye and Face Protection devices - ANSI Z87.1-1989 "American National Standard Practice for Occupation and Eye and Face Protection" Head Protection Devices - ANSI Z89.1-1986 "American National Standard for Personal Protection" Training Each employee who is required to use PPE will be trained in the following Why PPE is necessary When PPE is necessary What PPE is necessary The proper care, maintenance, and storage of PPE The training will be documented in writing with the documentation including the names of each employee trained, the date(s) of the training, and the subject matter covered. If an employee who has been trained demonstrates a lack of knowledge or behavior which leads the City Foreman to believe the employee does not have a proper understanding of the PPE involved, that employee will be retrained. If there are changes in the workplace or processes that changes the exposure or type of PPE to be used, all affected employees will be retrained. Care of Personal Protective Equipment Whenever practical, PPE will be assigned to individual employees for their exclusive use. Employees will be responsible for the PPE equipment assigned to them or used by them. PPE will be regularly cleaned, inspected and stored according to instructions given during the training sessions or as directed by City Foreman. Defective or damaged PPE shall not be used. Employees are to report any defective or damaged equipment to their supervisor for repair or replacement.

AFTER AMENDMENT

4.20.030 Personal Protective Equipment

Milford City's Personal Protective Equipment Policy is located within the contents of our Safety Policy which can be viewed at the Milford City Office.

SECTION 3: **AMENDMENT** "4.21.020 Posting UOSHA Notices" of the Milford Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

4.21.020 Posting UOSHA Notices

City of Milford will post all required UOSHA notices in conspicuous places (such as employee bulletin boards or where similar notices are usually posted). Employees may obtain additional information from the City Manager when they have questions about any of the standards which are provided under UOSHA.

AFTER AMENDMENT

4.21.020 Posting UOSHA Notices

City of Milford will post all required UOSHA notices in conspicuous places (such as employee bulletin boards or where similar notices are usually posted). Employees may obtain additional information from the City Administrator when they have questions about any of the standards which are provided under UOSHA.

SECTION 4: **AMENDMENT** "4.22.010 General Policy" of the Milford Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

4.22.010 General Policy

City of Milford shall have a written confined space entry policy, if required in accordance with Volume 29 Code of Federal Regulations 1910.146.

AFTER AMENDMENT

4.22.010 General Policy

Milford City's Confined Space Entry Policy is located within the content of our Safety Policy which can be viewed at the Milford City Office.

SECTION 5: **AMENDMENT** "4.21.010 General Policy" of the Milford Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

4.21.010 General Policy

It is the policy of City of Milford to maintain an environment which is free from any recognizable hazard which is likely to cause death or serious injury to any employee through open communication with all employees.

AFTER AMENDMENT

4.21.010 General Policy

It is the policy of City of Milford to maintain an environment which is free from any recognizable hazard which is likely to cause death or serious injury to any employee through open communication and training required by OSHA with all employees. Milford City maintains a Safety Policy in accordance with 29 CFR 1910 OSHA Requirements that can be viewed at the Milford City Office. The following safety programs are included in this policy:

1. Hazard Communications
2. Personal Protective Equipment
3. Respiratory Protection
4. Stairway and Ladder Safety
5. Lockout/Tagout
6. Bloodborne Pathogens
7. Confined Space Entry
8. Excavation and Trenching Safety

SECTION 6: **AMENDMENT** "4.21.030 Inspection Procedures" of the Milford Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

4.21.030 Inspection Procedures

All employees should follow the procedures listed below in the event an inspector from UOSHA presents themselves on the job site.

1. If an inspector arrives on the job site, an employee should understand that they are not authorized to offer any information requested by the inspector.
2. The employee will inform the inspector that the employee will contact the City Office who will notify the proper individual to accompany the inspector during any inspection.
3. The City Manager should make sure that all employees know who they are required to contact, including all alternates, in the event an UOSHA inspector shows up on the job site.
4. If the UOSHA inspector does not reveal the appropriate credentials at the outset of the inspection, the City Manager or designee, should ask the inspector to reveal his credentials and should then examine them before allowing an inspection of the job site.
5. The Mayor, or designee, should not refuse an inspection of the job site where the inspector does not have a warrant to inspect. The inspector will usually have no trouble obtaining a warrant for an inspection. Refusing to allow an inspection may create a negative atmosphere which may be more harmful to City of Milford. This may result in harsher penalties if violations are discovered by the inspector.
6. If the credentials are appropriate, and before beginning the inspection, the Mayor, or designee, should ask the inspector the reason the inspection is being conducted. If it is routine, no further requests are required. If the inspection was due to an employee complaint, the Mayor, or designee, should request a copy of the complaint. This will help City of Milford correct any safety problems (Under no circumstances should the information received on an employee complaint be used for disciplinary action toward an employee as this type of action is prohibited by law).
7. The Mayor, or designee, should accompany the inspector during the entire inspection of the job site.
8. The Mayor, or designee, should take notes throughout the entire inspection. The Mayor, or designee, should note every comment and observation made by those participating in the inspection. The Mayor, or designee, accompanying the inspector should not volunteer any unsolicited information.

AFTER AMENDMENT

4.21.030 Inspection Procedures

In the event an inspector from OSHA presents themselves on the jobsite, the City Administrator and/or City Foreman shall be the designated representatives for Milford City and the following procedures shall be followed:

1. If an inspector arrives on the job site, an employee should understand that they are not authorized to offer any information requested by the inspector and they shall immediately notify the City Administrator and City Foreman of the inspectors presence. Employee shall inform the inspector that the designated representatives have been notified.

2. The City Administrator and/or City Foreman shall immediately ask the inspector for his/her identification and document their name, office location and phone number.
3. The City Administrator and/or City Foreman shall accompany and participate in all aspects of the inspection including but not limited to:
 - a. Attend opening and closing conferences;
 - b. Respond to all document and information requested by the OSHA inspector;
 - c. Attend and assist in all interviews;
 - d. Never admit violations or unsafe practices, but if possible voluntarily correct any safety and health violations that are observed on the walk-through on spot. Before the inspector leaves the premises ensure the violation states it has been abated;
 - e. Take notes and pictures throughout the entire inspection.
4. City Employees shall not volunteer any information during the inspection process.

SECTION 7: **AMENDMENT** "4.21.040 Accident Reporting Procedures" of the Milford Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

4.21.040 Accident Reporting Procedures

1. Employees who are injured in connection with employment, regardless of the severity of the injury, must immediately notify the City Manager or their supervisor, who will ensure prompt and qualified medical attention is provided and all required UOSHA reports are completed. Employees who do not and/or will not accept qualified medical attention when directed by the City Recorder, or designee, shall be subject to disciplinary action, up to and including termination.
2. The City Manager, will investigate the job related injury to determine the cause of the injury.
3. City of Milford shall contact UOSHA within twelve (12) hours of the occurrence of any job related death, disabling, serious, or significant injury, and/or any occupational disease.
4. City of Milford shall file the required report with UOSHA within seven (7) days after first knowledge or notification of an injury or occupational disease resulting in medical treatment, loss of consciousness, loss of work, restriction of work, or transfer to another job. Minor injuries such as scratches and cuts do not need to be reported to UOSHA if they require only minor first-aid treatment.
5. City of Milford shall keep a copy of the UOSHA report in their UOSHA File.
6. City of Milford shall give the employee a copy of the UOSHA report and explain the employee's rights and responsibilities concerning the work related injury or occupational disease.
7. If an employee later dies as a result of a work related injury, City of Milford shall file a

report with UOSHA within seven (7) days of first knowledge or notification of the death.

AFTER AMENDMENT

4.21.040 Accident Reporting Procedures

1. Employees who are injured in connection with employment, regardless of the severity of the injury, must immediately notify the City Administrator or and/ their supervisor, who will ensure prompt and qualified medical attention is provided and all required UOSHA reports are completed. Employees who do not and/or will not accept qualified medical attention when directed by the City Administrator, or designee, shall be subject to disciplinary action, up to and including termination.
2. All work-related fatalities, disabling, significant or serious injuries or illnesses to employees shall be reported to UOSHA within 8 hours of occurrence.
3. All job related injuries will be investigated by the City Administrator and City Foreman to determine cause of injury.
 - a. In cases where a serious injury has occurred, all tools, equipment, materials and any other evidence that might pertain to cause of such accident shall not be removed or destroyed until authorized by UOSHA.
4. Minor injuries such as scratches and cuts do not need to be reported to UOSHA if they require only minor first-aid treatment.
5. City of Milford shall keep a copy of the UOSHA report in their UOSHA File.
6. City of Milford shall give the employee a copy of the UOSHA report and explain the employee's rights and responsibilities concerning the work related injury or occupational disease.

SECTION 8: **EFFECTIVE DATE** This Ordinance shall be in full force and effect on _____ after the required approval and publication.

PASSED AND ADOPTED BY THE CITY OF MILFORD COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Russell Smith	_____	_____	_____	_____
Les Whitney	_____	_____	_____	_____
Scott Symond	_____	_____	_____	_____
Ian Spaulding	_____	_____	_____	_____
Terry Wiseman	_____	_____	_____	_____

Presiding Officer

Attest

Nolan Davis, Mayor, City of Milford

Monica D. Seifers, City Recorder City
of Milford