



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, September 20, 2022**.

- 1. MAYOR'S WELCOME & CALL TO ORDER:** Roll Call & Pledge of Allegiance
- 2. VISITORS**
 - a. Paul Beaver-Request for exemption on asphalt on 100 North
 - b. Pete Brown – Update on Main Street Bar and game center renovation
- 3. CONSENT ISSUES**
 - a. Financial report: August 2022
 - b. Approval of bills and payroll
 - c. Approval of Minutes: August 16, 2022 Regular Meeting
- 4. NEW BUSINESS**
 - a. Approval of Apron and Taxiway Turnaround Pavement Maintenance Grant Agreement with Utah Department of Trans Aero Operations Division
 - b. Beaver County Children's Justice Center update
 - c. Beaver County Travel Council Members
 - d. Sanitation Survey update
- 5. OLD BUSINESS**
 - a. Senior Citizen Center AC unit discussion and action
 - b. Culinary Water Project update
 - c. 150th Birthday Celebration/Historical Park update
- 6. ORDINANCE AND RESOLUTIONS**
 - a. Resolution 14-2022 "Adopting the 2022 Water Conservation Plan"
- 7. COMMENTS**
 - a. Staff member reports and comments
 - b. Councilmember 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 15th day of September, 2022. 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.*



Milford City Council Agenda Request Form

This form must be submitted by Noon the Wednesday prior to the Council Meeting

REQUESTOR'S NAME (Print legibly): Paul Beaver

ORGANIZATION (if applicable): _____

ADDRESS: 50 N 600 W Milford

PHONE: 801 645 0842 CELL PHONE: _____

E-MAIL ADDRESS: Y-Pattie@yahoo.com

To be used if additional information is required and to provide you a copy of agenda. Agenda will also 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 16 AUG 22 Amount of Time Requested
15 min

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):

I only found out on 28 July that I am the Developer for my property so my anticipated expense of paving 600w went up and now the rules say I have 153' along 100 N to pave. These expenses are prohibitive and I need help or I need to bail

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

PLEASE DESCRIBE DESIRED OUTCOME: No Pave ment on 100 N and Perhaps some help along 600 west

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 PS

CONTINUED ON REVERSE

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

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 Noon the Wednesday prior to meeting.



SIGNATURE

29 JUL 22

DATE

.....
OFFICE USE ONLY

Date Rec'd by City Recorder: _____

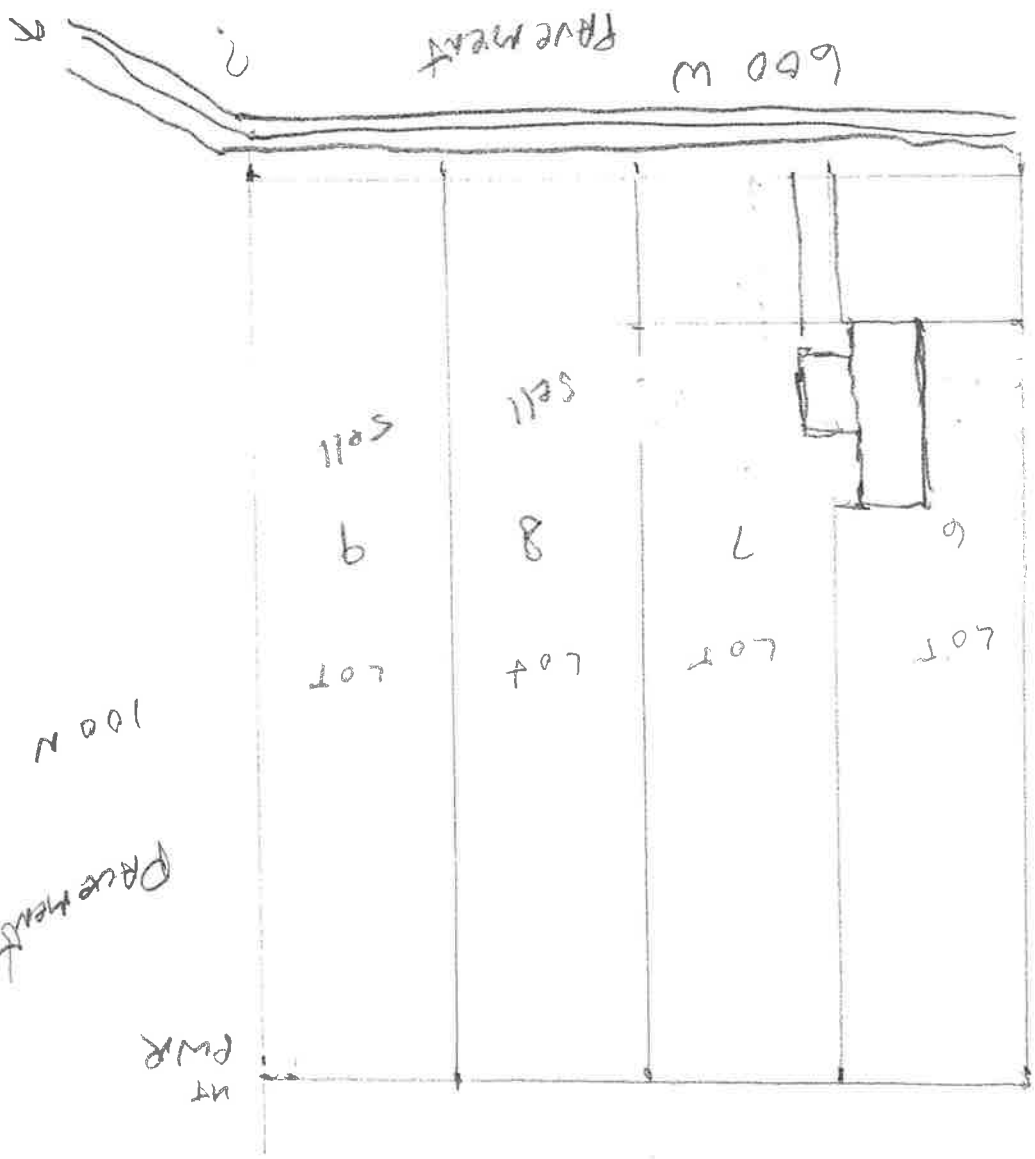
Info Complete : YES ☐ NO ☐

If no, what info is required: _____

Approved for Agenda : YES ☐ NO ☐

If no, reason for denial: _____

Improve roads
 Sewer
 water
 gas
 Pavement
 curb & gutter





Milford City Council Agenda Request Form

This form must be submitted by Noon the Wednesday prior to the Council Meeting

REQUESTOR'S NAME (Print legibly) : Pete Brown

ORGANIZATION (if applicable): Action Home Repair, LLC

ADDRESS: 630 North 3050 East Suite A-6, Saint George, UT 84790

PHONE : 435-525-6646 CELL PHONE: 435-218-8181

E-MAIL ADDRESS: ahrepair.services@gmail.com

To be used if additional information is required and to provide you a copy of agenda. Agenda will also 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 September 20th Amount of Time Requested
8-10 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) :

Updates on Main Street Bar and Game Center Rennovation, 3
minutes and 5 minute Q&A

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

PLEASE DESCRIBE DESIRED OUTCOME: Information purposes only

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 P.B.

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

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

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

Pete Brown

09/14/2022

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
AUGUST 31, 2022

COMBINED CASH ACCOUNTS

01-11110	CASH IN CHECKING - WELLS FARGO	723,908.37
01-11120	CASH IN CHECKING - UIB	244,211.53
01-11130	CASH IN CHECKING - VENMO-UIB	497.14
01-11310	PETTY CASH	300.00
01-11400	RETURNED CHECKS - CLEARING	366.98
01-11610	CASH-STATE TREASURER-COMBINED	1,909,462.49
01-11750	UTILITY CASH - A/R CLEARING	(335.65)
	TOTAL COMBINED CASH	2,878,410.86
01-11810	ST TREAS-DESIGNATED-WATER	(277,409.11)
01-11815	ST TREAS-DESIGNATED-SEWER	(324,251.47)
01-11816	ST TREAS-DESIGNATED-GEN FUND	(131,069.30)
01-11817	ST TREAS-DESIGNATED-LIBRARY	(7,698.80)
01-11819	ST TREAS- RECREATION COMPLEX	(16,219.16)
01-11860	ST TREAS-RESTRICTED-BOND 3SO24	(90,415.92)
01-11865	ST TREAS-RESTRICTED-MAIN S3024	(90,044.14)
01-11880	STATE TREAS-RESTRICTED-LIBRARY	(30,979.46)
01-11885	STATE TREAS-RESTRICTED-ADMIN B	51,400.00
01-11900	TOTAL ALLOCATION TO OTHER FUND	(2,003,735.69)
01-21310	ACCOUNTS PAYABLE	42,012.19
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

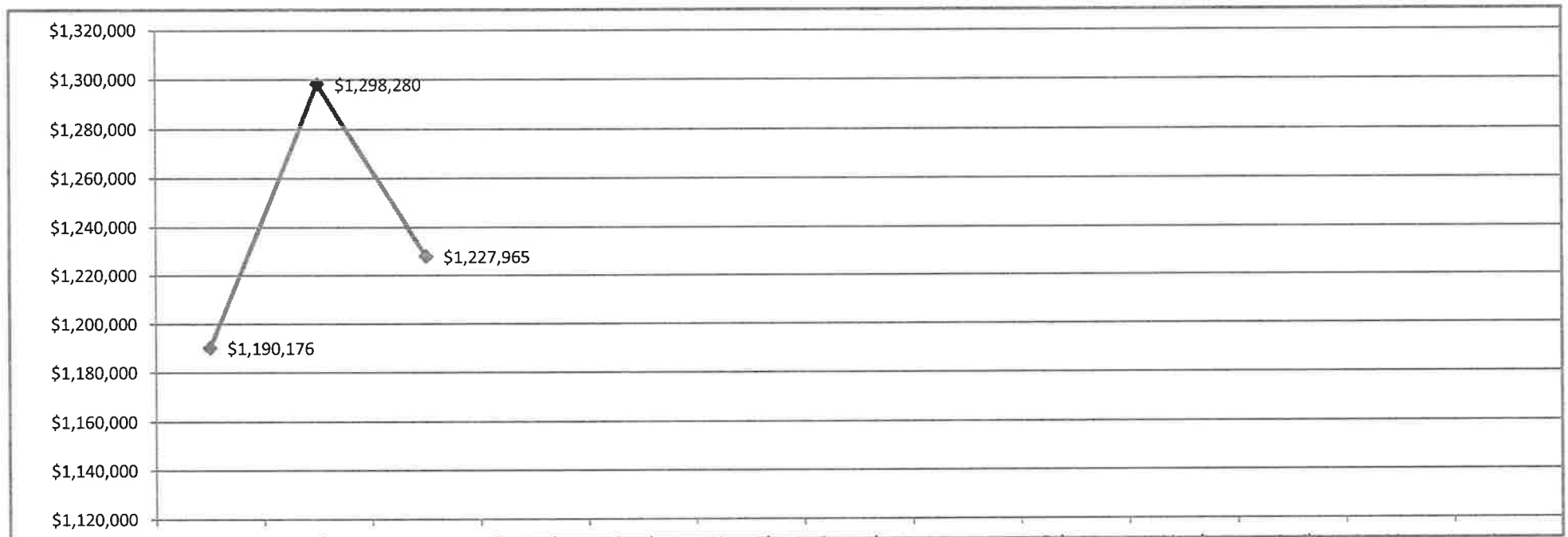
10	ALLOCATION TO GENERAL FUND	916,096.21
30	ALLOCATION TO DEBT SERVICE FUND	14,870.54
51	ALLOCATION TO WATER FUND	609,992.81
52	ALLOCATION TO SEWER FUND	462,776.13
	TOTAL ALLOCATIONS TO OTHER FUNDS	2,003,735.69
	ALLOCATION FROM COMBINED CASH FUND - 01-11900	(2,003,735.69)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

Utah State Treasury Report 2022-2023

[illegible]

Historical Fund Balance
City of Milford
Unaudited
2022-2023

June	July	August	September	October	November	December	January	February	March	April	May	June
\$1,190,176	\$1,298,280	\$1,227,965										



Retained Earnings

Low = 5% of General Fund Revenue

High = 25% of General Fund Budget

Current Month Retained Earnings

Actual Revenue YTD

Retained Earnings

	\$335,842.49	\$16,792.12
<u>Budget Revenue 2022-2023</u>	\$1,663,387.97	\$415,846.99
		\$1,227,964.77

CITY OF MILFORD
BALANCE SHEET
AUGUST 31, 2022

GENERAL FUND

ASSETS

10-11900	CASH - COMBINED FUND	916,096.21	
10-12100	ST TREAS-DESIGNATED-GEN FUND	131,069.30	
10-12110	ST TREAS-DESIGNATED-LIBRARY	5,253.04	
10-12140	ST TREAS-RECREATION COMPLEX	18,664.92	
10-13110	ACCOUNTS RECEIVABLE	12,065.38	
10-13113	AR/CREDIT CARD, AIRPORT	(1,453.10)	
10-13114	ACCOUNTS RECEIVABLE-MISC.	39,446.68	
10-13115	PROPERTY TAX RECEIVABLE	129,808.57	
10-15110	INVENTORY-AIRPORT FUEL	34,581.90	
	TOTAL ASSETS		1,285,532.90

LIABILITIES AND EQUITY

LIABILITIES

10-21310	ACCOUNTS PAYABLE	(59,017.41)	
10-22210	FICA PAYABLE	(437.82)	
10-22230	STATE WITHHOLDING PAYABLE	1,093.55	
10-22240	EMPLOYMENT SECURITY	(410.12)	
10-22250	WORKER COMPENSATION PAYABLE	1,694.96	
10-22300	RETIREMENT PAYABLE	(646.59)	
10-22310	DISABILITY PAYABLE	(97.77)	
10-22500	HEALTH INSURANCE PAYABLE	(2,026.82)	
10-22510	LIFE INSURANCE PAYABLE	35.65	
10-22600	401 K PAYABLE	(7,645.64)	
10-22601	FLEX PLAN	774.98	
10-22700	MISC. PAYROLL DEDUCTIONS	(666.84)	
	TOTAL LIABILITIES	(67,349.87)	

FUND EQUITY

10-26100	DEFERRED INFLOW-PROPERTY TAXES	124,918.00	
	UNAPPROPRIATED FUND BALANCE:		
10-29800	FUND BALANCE-UNRESERVED	1,105,092.21	
10-29900	FUND BALANCE-DESIGNATED	95,676.00	
	REVENUE OVER EXPENDITURES - YTD	27,196.56	
	BALANCE - CURRENT DATE	1,227,964.77	
	TOTAL FUND EQUITY		1,352,882.77
	TOTAL LIABILITIES AND EQUITY		1,285,532.90

CITY OF MILFORD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-100 PROPERTY TAXES-CURRENT	.00	.00	126,185.00	126,185.00	.0
10-31-200 PROPERTY TAXES-DELINQUENT	49.88	49.88	6,500.00	6,450.12	.8
10-31-300 SALES AND USE TAX	46,371.00	82,085.89	380,000.00	297,914.11	21.6
10-31-400 CABLEVISION FRANCHISE TAX	64.68	64.68	700.00	635.32	9.2
10-31-402 PACIFICORP FRANCHISE TAX	17,435.69	36,911.16	160,000.00	123,088.84	23.1
10-31-403 QUESTAR FRANCHISE TAX	1,309.44	1,309.44	26,500.00	25,190.56	4.9
10-31-408 TELECOMMUNICATIONS TAX REVENUE	1,735.34	2,350.17	20,000.00	17,649.83	11.8
10-31-700 FEE-IN-LIEU OF PERSONAL PROP.	11,074.32	13,291.31	45,000.00	31,708.69	29.5
TOTAL TAXES	78,040.35	136,062.53	764,885.00	628,822.47	17.8
<u>LICENSES AND PERMITS</u>					
10-32-100 BUSINESS LICENSE AND PERMITS	185.00	185.00	6,200.00	6,015.00	3.0
10-32-210 BUILDING PERMITS	(3,965.24)	(3,890.24)	25,000.00	28,890.24	(15.6)
10-32-220 IMPACT FEES - GENERAL FUND	.00	.00	2,000.00	2,000.00	.0
10-32-230 OTHER DEVELOPMENT REVENUE	80.00	80.00	1,000.00	920.00	8.0
TOTAL LICENSES AND PERMITS	(3,700.24)	(3,625.24)	34,200.00	37,825.24	(10.6)
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-550 COUNTY ALLOTTMENT - LIBRARY	.00	.00	35,000.00	35,000.00	.0
10-33-560 CLASS "C" ROAD FUNDS	.00	.00	100,000.00	100,000.00	.0
10-33-700 AIRPORT GRANT REVENUE	.00	.00	162,000.00	162,000.00	.0
10-33-701 LIBRARY GRANT REVENUE	6,210.00	6,210.00	6,210.00	.00	100.0
10-33-702 LIBRARY SMALL GRANT REVENUE	.00	4,076.35	3,000.00	(1,076.35)	135.9
10-33-708 ARPA REVENUE	.00	82,490.50	82,490.50	.00	100.0
TOTAL INTERGOVERNMENTAL REVENUE	6,210.00	92,776.85	388,700.50	295,923.65	23.9

CITY OF MILFORD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

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	480.00	1,080.00	1,400.00	320.00	77.1
10-34-603 CITY RECREATION-SUMMER YOUTH	.00	.00	1,500.00	1,500.00	.0
10-34-604 CITY RECREATION-GIRLS SOFTBALL	.00	4,135.00	12,000.00	7,865.00	34.5
10-34-605 CITY RECREATION - FLAG FOOTBALL	150.00	675.00	850.00	175.00	79.4
10-34-606 CITY RECREATION- FULL FOOTBALL	427.00	2,907.00	6,500.00	3,593.00	44.7
10-34-607 CITY RECREATION-BABE RUTH	60.00	1,804.00	4,800.00	2,996.00	37.6
10-34-608 CITY RECREATION - VOLLEYBALL	469.52	1,114.52	1,300.00	185.48	85.7
10-34-609 CITY RECREATION - WRESTLING	.00	.00	5,000.00	5,000.00	.0
10-34-610 CITY RECREATION-BOY BASKETBALL	.00	.00	4,000.00	4,000.00	.0
10-34-630 CITY RECREATION - CAL RIPKEN	.00	995.00	8,500.00	7,505.00	11.7
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	2,000.00	2,000.00	.0
10-34-660 LIONS CLUB TOURNAMENT REVENUE	.00	1,500.00	2,500.00	1,000.00	60.0
10-34-720 GOLF FEES	60.00	548.00	3,200.00	2,652.00	17.1
10-34-730 SWIM FEES	550.00	550.00	12,000.00	11,450.00	4.6
10-34-732 SWIM POOL - COUNTY M&O	.00	.00	117,252.47	117,252.47	.0
10-34-760 JULY 4TH REVENUE	14.62	12,527.81	26,000.00	13,472.19	48.2
10-34-770 CHRISTMAS LIGHT PROJECT	.00	.00	3,000.00	3,000.00	.0
10-34-780 CHRISTMAS LIGHT PARADE	.00	.00	4,500.00	4,500.00	.0
10-34-790 GOLF ASSOCIATION REVENUE	.00	2,404.00	4,000.00	1,596.00	60.1
10-34-810 SALE OF CEMETERY LOTS	800.00	2,400.00	3,000.00	600.00	80.0
10-34-820 PERPETUAL CARE	100.00	500.00	1,000.00	500.00	50.0
10-34-830 CEMETERY OPENING AND CLOSING	300.00	1,100.00	2,500.00	1,400.00	44.0
10-34-840 COLLECTION COSTS - GARBAGE	8,532.01	17,110.01	91,000.00	73,889.99	18.8
10-34-850 COLLECTION COSTS - COMM. DUMP	912.00	1,824.00	10,500.00	8,676.00	17.4
10-34-900 AIRPORT COUNTY DONATION	.00	.00	1,000.00	1,000.00	.0
10-34-910 AIRPORT FUEL SALES	20,781.28	33,983.07	55,000.00	21,016.93	61.8
10-34-920 HANGER AND TIE DOWN	660.00	1,320.00	7,500.00	6,180.00	17.6
TOTAL CHARGES FOR SERVICES	34,296.43	88,477.41	396,502.47	308,025.06	22.3
<u>MISCELLANEOUS REVENUE</u>					
10-36-300 BUILDING RENTALS AND LEASES	1,982.50	3,173.75	15,000.00	11,826.25	21.2
10-36-310 CONCESSION REVENUE	377.99	4,594.38	14,000.00	9,405.62	32.8
10-36-500 RECREATION COMPLEX REVENUE	.00	.00	3,000.00	3,000.00	.0
TOTAL MISCELLANEOUS REVENUE	2,360.49	7,768.13	32,000.00	24,231.87	24.3

CITY OF MILFORD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTEREST/OTHER</u>					
10-38-100 INTEREST EARNINGS/GENERAL FUND	2,257.92	3,958.86	5,000.00	1,041.14	79.2
10-38-400 LIBRARY FINES AND FEES	54.52	102.77	1,000.00	897.23	10.3
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
10-38-800 150TH BIRTHDAY DONATIONS	1,335.00	9,317.26	10,000.00	682.74	93.2
10-38-900 MISCELLANEOUS REVENUE	996.51	1,003.92	30,000.00	28,996.08	3.4
	<u>4,643.95</u>	<u>14,382.81</u>	<u>47,100.00</u>	<u>32,717.19</u>	<u>30.5</u>
TOTAL INTEREST/OTHER					
	<u>121,850.98</u>	<u>335,842.49</u>	<u>1,663,387.97</u>	<u>1,327,545.48</u>	<u>20.2</u>
TOTAL FUND REVENUE					

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
10-41-110 SALARIES - MAYOR AND COUNCIL	2,600.00	5,200.00	31,200.00	26,000.00	16.7
10-41-130 BENEFITS - MAYOR AND COUNCIL	230.62	461.24	3,500.00	3,038.76	13.2
TOTAL LEGISLATIVE	2,830.62	5,661.24	34,700.00	29,038.76	16.3
<u>ADMINISTRATIVE</u>					
10-43-110 SALARIES & WAGES - ADMIN/TREAS	4,945.60	9,891.20	66,765.60	56,874.40	14.8
10-43-111 SALARIES & WAGES - ADMIN ASST	3,600.02	7,200.03	48,600.00	41,399.97	14.8
10-43-113 SALARIES & WAGES - RECORDER	957.66	1,915.32	12,927.60	11,012.28	14.8
10-43-130 BENEFITS - ADMINISTRATOR/TREAS	3,667.22	7,334.44	48,270.73	40,936.29	15.2
10-43-131 BENEFITS - ADMIN ASST	3,198.44	6,396.88	41,614.09	35,217.21	15.4
10-43-134 BENEFITS - RECORDER	147.81	723.96	10,867.71	10,143.75	6.7
10-43-210 DUES, SUBSCRIPTIONS & DONATION	225.00	325.00	2,500.00	2,175.00	13.0
10-43-215 DOT DRUG PROGRAM	302.00	302.00	350.00	48.00	86.3
10-43-220 NOTICES AND PUBLICATIONS	.00	.00	1,500.00	1,500.00	.0
10-43-230 TRAVEL AND CONFERENCES	.00	265.00	6,000.00	5,735.00	4.4
10-43-239 COMPUTER SERVICE CONTRACT	.00	.00	500.00	500.00	.0
10-43-240 OFFICE SUPPLIES AND EXPENSE	640.38	1,291.92	14,000.00	12,708.08	9.2
10-43-241 PROGRAMING AND EQUIPMENT	1,095.00	2,676.77	19,611.65	16,934.88	13.7
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
10-43-270 UTILITIES - OFFICE	310.36	583.72	3,800.00	3,216.28	15.4
10-43-272 UTILITIES - TELEVISION	.00	.00	400.00	400.00	.0
10-43-273 UTILITIES - FIRE ALARM	246.00	246.00	950.00	704.00	25.9
10-43-280 TELEPHONE - OFFICE	312.78	625.56	4,000.00	3,374.44	15.6
10-43-510 INSURANCE AND BONDS	.00	33,444.45	30,000.00	3,444.45	111.5
10-43-520 INMATE INCIDENTALS	.00	.00	1,000.00	1,000.00	.0
10-43-530 150TH BIRTHDAY CELEBRATION	213.77	2,040.50	10,000.00	7,959.50	20.4
10-43-610 MISCELLANEOUS - GENERAL FUND	.00	48.98	6,000.00	6,048.98	(.8)
10-43-620 EMPLOYEES SPOT AWARDS	.00	.00	1,000.00	1,000.00	.0
10-43-632 ARPA EXPENSE	7,145.00	7,145.00	82,490.50	75,345.50	8.7
10-43-920 TRANSFER TO DEBT SERVICE FUND	6,834.00	13,668.00	82,008.00	68,340.00	16.7
TOTAL ADMINISTRATIVE	33,841.04	96,026.77	501,155.88	405,129.11	19.2
<u>NON-DEPARTMENTAL</u>					
10-50-310 AUDIT SERVICES	.00	.00	16,000.00	16,000.00	.0
10-50-320 ATTORNEY RETAINER	500.00	500.00	6,000.00	5,500.00	8.3
10-50-321 LEGAL FEES	62.50	62.50	3,500.00	3,437.50	1.8
10-50-340 FIRE CONTROL CONTRIBUTION	.00	.00	1,800.00	1,800.00	.0
10-50-350 BUILDING INSPECTIONS	.00	1,381.31	20,000.00	21,381.31	(6.9)
10-50-360 SMALL CLAIMS FEES	.00	.00	200.00	200.00	.0
TOTAL NON-DEPARTMENTAL	562.50	818.81	47,500.00	48,318.81	(1.7)

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENTAL BUILDINGS</u>					
10-51-110 SALARIES & WAGES - JANITORIAL	500.00	1,000.00	6,000.00	5,000.00	16.7
10-51-130 BENEFITS - JANITORIAL	45.86	91.72	600.00	508.28	15.3
10-51-270 UTILITIES - SENIOR CITIZEN CEN	447.37	827.92	5,300.00	4,472.08	15.6
10-51-480 REPAIRS AND MAIN - BUILDINGS	586.65	1,186.65	30,000.00	28,813.35	4.0
10-51-481 BUILDINGS - SENIOR CITIZEN CEN	427.12	648.12	2,500.00	1,851.88	25.9
TOTAL GENERAL GOVERNMENTAL BUILDINGS	2,007.00	3,754.41	44,400.00	40,645.59	8.5
<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	478.34	478.34	6,500.00	6,021.66	7.4
10-61-480 STREETS - OIL AND CHIPS	49,152.60	57,646.80	70,000.00	12,353.20	82.4
10-61-481 STREETS - MAINTENANCE	521.45	1,475.68	35,000.00	33,524.32	4.2
10-61-482 STREETS - EQUIPMENT	585.10	1,311.81	20,000.00	18,688.19	6.6
10-61-483 STREETS - LIGHTS	3,052.57	5,148.55	26,000.00	20,851.45	19.8
10-61-484 SHOP TOOLS	.00	.00	4,000.00	4,000.00	.0
10-61-740 CAPITAL OUTLAY - EQUIPMENT	.00	.00	44,500.00	44,500.00	.0
TOTAL STREETS DEPARTMENT	53,790.06	66,061.18	215,500.00	149,438.82	30.7
<u>PARKS</u>					
10-70-110 SALARIES & WAGES - PARKS	909.95	1,819.66	12,279.60	10,459.94	14.8
10-70-111 SALARIES & WAGES - PART TIME	1,866.91	4,013.85	13,000.00	8,986.15	30.9
10-70-130 BENEFITS - PARKS REG	825.20	1,642.41	10,442.53	8,800.12	15.7
10-70-131 BENEFITS - PARKS	177.72	382.11	1,300.00	917.89	29.4
10-70-250 EQUIPMENT SUPPLIES & MAIN.	.00	680.46	5,000.00	4,319.54	13.6
10-70-260 PARKS MAINTENANCE	105.10	105.10	4,000.00	3,894.90	2.6
10-70-610 CABOOSE PARK EXPENDITURES	12.05	23.98	500.00	476.02	4.8
10-70-620 RECREATION COMPLEX EXPENSE	47.82	119.37	5,500.00	5,380.63	2.2
10-70-630 CEMETERY MAINTENANCE	750.00	1,249.00	2,500.00	1,251.00	50.0
10-70-640 PAVILION EXPENSE	20.54	41.61	500.00	458.39	8.3
10-70-650 VETERAN'S PARK EXPENDITURES	252.92	492.28	2,000.00	1,507.72	24.6
10-70-670 REHAB HISTORICAL PARK	3,982.00	3,982.00	10,000.00	6,018.00	39.8
10-70-740 CAPITAL OUTLAY - PARKS	3,000.00	3,000.00	34,600.00	31,600.00	8.7
TOTAL PARKS	11,950.21	17,551.83	101,622.13	84,070.30	17.3
<u>GARBAGE COLLECTION</u>					
10-71-420 GARBAGE - DUMPSTER FEES	478.86	478.86	4,500.00	4,021.14	10.6
10-71-430 GARBAGE - COLLECTION FEES	8,299.75	8,299.75	91,000.00	82,700.25	9.1
10-71-440 GARBAGE - COMMUNITY DUMPSTERS	1,157.52	1,157.52	13,000.00	11,842.48	8.9
TOTAL GARBAGE COLLECTION	9,936.13	9,936.13	108,500.00	98,563.87	9.2

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION</u>					
10-72-110 SALARIES & WAGES-RECREATION	91.00	182.00	1,237.15	1,055.15	14.7
10-72-120 SALARIES & WAGES-CONCESSIONS	374.12	587.04	3,000.00	2,412.96	19.6
10-72-130 BENEFITS - RECREATION	8.34	16.68	150.00	133.32	11.1
10-72-131 BENEFITS - CONCESS/LIFEGUARDS	34.25	53.81	300.00	246.19	17.9
10-72-250 CITY RECREATION-MENS SOFTBALL	.00	.00	1,100.00	1,100.00	.0
10-72-251 CITY RECREATION-COED SOFTBALL	80.91	80.91	1,500.00	1,419.09	5.4
10-72-253 CITY RECREATION - SUMMER YOUTH	.00	250.00	1,300.00	1,050.00	19.2
10-72-254 CITY RECREATION-GIRLS SOFTBALL	840.00	5,437.29	9,000.00	3,562.71	60.4
10-72-255 CITY RECREATION-FLAG FOOTBALL	275.97	275.97	850.00	574.03	32.5
10-72-256 CITY RECREATION-FOOTBALL FULL	1,848.99	1,909.28	6,000.00	4,090.72	31.8
10-72-257 CITY RECREATION-BABE RUTH	.00	.00	4,000.00	4,000.00	.0
10-72-258 CITY RECREATION-VOLLEYBALL	232.00	232.00	1,100.00	868.00	21.1
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	2,000.00	2,000.00	.0
10-72-265 CITY RECREATION- MACHINE PITCH	.00	250.00	1,500.00	1,250.00	16.7
10-72-266 LIONS CLUB TOURNAMENT EXPENSE	.00	.00	2,000.00	2,000.00	.0
10-72-270 MAINTENANCE-BALL LIGHTS	.00	.00	1,600.00	1,600.00	.0
10-72-530 CHRISTMAS LIGHT PARADE	2,250.30	2,250.30	5,000.00	2,749.70	45.0
10-72-540 CHRISTMAS LIGHT PROJECT	773.13	773.13	1,800.00	1,026.87	43.0
10-72-545 GOLF ASSOCIATION	.00	561.67	7,000.00	6,438.33	8.0
10-72-550 JULY 4TH EXPENSE	1,046.26	3,120.02	24,000.00	20,879.98	13.0
10-72-560 CONCESSION EXPENSE	70.00	896.12	9,300.00	8,403.88	9.6
10-72-610 MISCELLANEOUS EXPENSE-REC.	.00	.00	1,000.00	1,000.00	.0
10-72-720 CITY RECREATION - JANITORIAL	.00	.00	5,000.00	5,000.00	.0
10-72-740 CAPITAL IMPROVEMENTS - REC	.00	.00	10,000.00	10,000.00	.0
TOTAL RECREATION	7,925.27	16,876.22	117,537.15	100,660.93	14.4
<u>GOLF FUND</u>					
10-73-110 SALARIES & WAGES- GOLF COURSE	1,000.00	2,000.00	9,193.88	7,193.88	21.8
10-73-130 BENEFITS - GOLF COURSE	91.70	183.40	1,000.00	816.60	18.3
10-73-250 REPAIRS AND MAINTENANCE	27.68	51.76	6,000.00	5,948.24	.9
10-73-270 UTILITIES - GOLF COURSE	499.45	890.58	3,200.00	2,309.42	27.8
10-73-480 EQUIPMENT & SUPPLIES	.00	.00	1,500.00	1,500.00	.0
10-73-610 MISCELLANEOUS EXPENSE-GOLF	.00	.00	500.00	500.00	.0
10-73-740 CAPITAL OUTLAY-GOLF COURSE	.00	.00	1,000.00	1,000.00	.0
TOTAL GOLF FUND	1,618.83	3,125.74	22,393.88	19,268.14	14.0

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SWIMMING POOL</u>					
10-74-110 SALARIES & WAGES-MANAGER	1,910.40	3,674.12	7,264.40	3,590.28	50.6
10-74-111 SALARIES & WAGES - LIFEGUARDS	3,367.07	5,283.24	17,500.00	12,216.76	30.2
10-74-112 SALARIES & WAGES-ASST MANAGER	1,097.77	1,477.98	5,569.20	4,091.22	26.5
10-74-130 BENEFITS-MANAGER	175.18	336.91	500.00	163.09	67.4
10-74-131 BENEFITS - LIFEGUARDS	308.80	484.54	1,600.00	1,115.46	30.3
10-74-132 BENEFITS-ASST MANAGER	100.68	135.53	400.00	264.47	33.9
10-74-250 EQUIPMENT SUPPLIES & MAIN.	1,493.33	3,518.76	10,000.00	6,481.24	35.2
10-74-270 UTILITIES - SWIMMING POOL	2,664.76	2,777.94	14,000.00	11,222.06	19.8
10-74-280 TELEPHONE - SWIMMING POOL	58.27	58.27	250.00	191.73	23.3
10-74-610 MISCELLANEOUS EXPENSE-SWIMMING	1,082.83	1,152.95	2,000.00	847.05	57.7
10-74-740 CAPITAL OUTLAY - SWIMMING POOL	459.13	459.13	58,168.87	57,709.74	.8
TOTAL SWIMMING POOL	12,718.22	19,359.37	117,252.47	97,893.10	16.5

<u>LIBRARY</u>					
10-75-110 SALARIES & WAGES - LIBRARIAN	1,908.08	3,847.44	25,211.68	21,364.24	15.3
10-75-111 SALARIES & WAGES - PART TIME	978.12	1,956.24	12,715.56	10,759.32	15.4
10-75-130 BENEFITS - LIBRARIAN	540.58	1,090.02	7,589.22	6,499.20	14.4
10-75-131 BENEFITS - PART TIME	89.70	179.40	1,000.00	820.60	17.9
10-75-230 TRAVEL & CONFERENCES-LIBRARY	.00	50.00	1,500.00	1,450.00	3.3
10-75-250 EQUIPMENT SUPPLIES & MAIN.	.00	150.00	500.00	350.00	30.0
10-75-251 OFFICE SUPPLIES - LIBRARY	79.95	266.23	900.00	633.77	29.6
10-75-252 BOOK PURCHASE - LIBRARY	219.78	408.95	1,500.00	1,091.05	27.3
10-75-253 LIBRARY EXPENSE FROM TREASURY	.00	.00	1,000.00	1,000.00	.0
10-75-255 PROGRAMMING VERSO & INTERNET	.00	250.00	1,200.00	950.00	20.8
10-75-256 COMPUTER SERVICE CONTRACT	.00	2,500.00	2,500.00	.00	100.0
10-75-270 UTILITIES - LIBRARY	214.17	359.43	4,000.00	3,640.57	9.0
10-75-280 TELEPHONE - LIBRARY	117.71	235.42	1,500.00	1,264.58	15.7
10-75-290 UTILITIES- INTERNET	95.25	190.50	1,200.00	1,009.50	15.9
10-75-470 LIBRARY GRANT- CLEF	174.04	174.04	4,410.00	4,235.96	4.0
10-75-475 PROGRAMMING SUPPLIES-STORY HR	68.64	450.04	1,800.00	1,349.96	25.0
10-75-480 LIBRARY GRANT EXPENDITURES	.00	.00	3,000.00	3,000.00	.0
10-75-610 MISCELLANEOUS - LIBRARY	73.00	103.00	600.00	497.00	17.2
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	4,559.02	12,210.71	83,526.46	71,315.75	14.6

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>AIRPORT</u>					
10-76-111 SALARIES & WAGES - PART TIME	645.08	1,289.08	8,400.00	7,110.92	15.4
10-76-131 BENEFITS - PART TIME	50.81	152.43	1,400.00	1,247.57	10.9
10-76-230 TRAVEL AND CONFERENCES	.00	.00	1,000.00	1,000.00	.0
10-76-250 REPAIRS AND MAINTENANCE	84.00	84.00	5,000.00	4,916.00	1.7
10-76-260 OFFICE & RUNWAY IMPROVEMENTS	11,370.00	11,370.00	180,000.00	168,630.00	6.3
10-76-270 UTILITIES - AIRPORT	231.15	444.22	3,000.00	2,555.78	14.8
10-76-280 TELEPHONE - AIRPORT	116.66	235.04	1,500.00	1,264.96	15.7
10-76-290 CREDIT CARD PROCESSING FEE	775.80	1,216.32	3,000.00	1,783.68	40.5
10-76-481 FUEL PURCHASE - JET A	12,334.31	12,334.31	25,000.00	12,665.69	49.3
10-76-482 FUEL PURCHASE - 100 LL	31,660.49	31,660.49	40,000.00	8,339.51	79.2
10-76-610 MISCELLANEOUS - AIRPORT	105.30	115.25	1,000.00	884.75	11.5
TOTAL AIRPORT	57,373.60	58,901.14	269,300.00	210,398.86	21.9
TOTAL FUND EXPENDITURES	199,112.50	308,645.93	1,663,387.97	1,354,742.04	18.6
NET REVENUE OVER EXPENDITURES	(77,261.52)	27,196.56	.00	(27,196.56)	.0

CITY OF MILFORD
BALANCE SHEET
AUGUST 31, 2022

DEBT SERVICE FUND

ASSETS

30-11900	CASH - COMBINED FUND	14,870.54	
30-12120	ST. TREAS CIB LIBRARY	32,655.46	
	TOTAL ASSETS		47,526.00

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
30-29610	FUND BALANCE-RESERVED-SID	26,445.00	
30-29800	BEGINNING OF YEAR	7,413.00	
	REVENUE OVER EXPENDITURES - YTD	13,668.00	
	BALANCE - CURRENT DATE	47,526.00	
	TOTAL FUND EQUITY		47,526.00
	TOTAL LIABILITIES AND EQUITY		47,526.00

CITY OF MILFORD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 39</u>					
30-39-100 TRANSFER FROM GENERAL FUND	6,834.00	13,668.00	(82,008.00)	(95,676.00)	16.7
TOTAL SOURCE 39	6,834.00	13,668.00	(82,008.00)	(95,676.00)	16.7
TOTAL FUND REVENUE	6,834.00	13,668.00	(82,008.00)	(95,676.00)	16.7

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

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	12,820.00	12,820.00	.0
TOTAL EXPENDITURES	.00	.00	41,820.00	41,820.00	.0
TOTAL FUND EXPENDITURES	.00	.00	41,820.00	41,820.00	.0
NET REVENUE OVER EXPENDITURES	6,834.00	13,668.00	(123,828.00)	(137,498.00)	11.0

CITY OF MILFORD
BALANCE SHEET
AUGUST 31, 2022

WATER FUND

ASSETS

51-11900	CASH - COMBINED FUND	609,992.81	
51-12100	ST TREAS-DESIGNATED-WATER	277,409.11	
51-12120	ST TREAS-RESTRICTED-BOND S3054	90,415.92	
51-12170	ST TREAS-RESTRICTED-MAIN S3024	90,044.14	
51-12180	WELL PROJECT CASH	2,334,725.04	
51-13110	ACCOUNTS RECEIVABLE	68,491.95	
51-14200	DEFERRED OUTFLOW OF RESOURCES	16,039.72	
51-16110	WATER LAND	40,000.00	
51-16210	BUILDINGS	4,292.50	
51-16310	WATER DISTRIBUTION SYSTEM	2,587,114.03	
51-16510	MACHINERY AND EQUIPMENT	111,333.74	
51-16610	AUTOMOBILES AND TRUCKS	59,270.72	
51-16810	WIP	2,665,037.37	
51-17500	ACCUMULATED DEPRECIATION	(2,055,904.03)	
	TOTAL ASSETS		6,898,263.02

LIABILITIES AND EQUITY

LIABILITIES

51-21320	DEPOSITS PAYABLE	14,626.00	
51-21330	ACCRUED EMPLOYEE BENEFITS	37,141.64	
51-21400	DEFERRED REVENUE	8,000.00	
51-25200	LOAN PAYABLE 35024	50,000.00	
51-25300	LOAN PAYABLE 256	4,217,000.00	
51-25500	WATER FUND INTEREST PAYABLE	63,863.63	
51-25700	NET PENSION LIABILITY	4,294.32	
51-25800	LOAN PAYABLE USDA 91/01~2020	(97,840.00)	
51-25900	LOAN PAYABLE USDA 91/03~2020	(18,168.00)	
	TOTAL LIABILITIES		4,278,917.59

FUND EQUITY

51-26110	DEFERRED INFLOW OF RESOURCES	30,446.12	
	UNAPPROPRIATED FUND BALANCE:		
51-29110	RETAINED EARNINGS-RESERVED	37,624.33	
51-29800	RETAINED EARNINGS-WATER FUND	1,972,291.87	
51-29900	RETAINED EARNINGS-DESIGNATED	315,065.26	
	REVENUE OVER EXPENDITURES - YTD	263,917.85	
	BALANCE - CURRENT DATE	2,588,899.31	
	TOTAL FUND EQUITY		2,619,345.43
	TOTAL LIABILITIES AND EQUITY		6,898,263.02

CITY OF MILFORD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

WATER FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>OPERATING REVENUE</u>					
51-37-100	WATER SALES	78,413.70	145,579.83	750,000.00	604,420.17	19.4
51-37-200	WATER CONNECTION FEES	.00	.00	1,000.00	1,000.00	.0
51-37-201	IMPACT FEES	1,465.56	1,465.56	4,500.00	3,034.44	32.6
51-37-300	PENALTIES & FORFEITURES	615.80	1,291.02	6,500.00	5,208.98	19.9
51-37-400	GRANTS	305,935.18	476,698.28	1,480,681.06	1,003,982.78	32.2
51-37-600	INTEREST - WATER FUND	801.78	1,379.47	3,000.00	1,620.53	46.0
	<u>TOTAL OPERATING REVENUE</u>	<u>387,232.02</u>	<u>626,414.16</u>	<u>2,245,681.06</u>	<u>1,619,266.90</u>	<u>27.9</u>
	<u>INTEREST - OTHER</u>					
51-38-900	MISCELLANEOUS REVENUE	385.00	437.50	20,000.00	19,562.50	2.2
	<u>TOTAL INTEREST - OTHER</u>	<u>385.00</u>	<u>437.50</u>	<u>20,000.00</u>	<u>19,562.50</u>	<u>2.2</u>
	<u>TOTAL FUND REVENUE</u>	<u>387,617.02</u>	<u>626,851.66</u>	<u>2,265,681.06</u>	<u>1,638,829.40</u>	<u>27.7</u>

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
51-40-110 SALARIES & WAGES - FOREMAN	4,581.28	9,162.56	65,102.40	55,939.84	14.1
51-40-111 SALARIES & WAGES-OPERATOR A&B	3,384.00	6,768.00	48,600.00	41,832.00	13.9
51-40-112 SALARIES & WAGES-UTILITY CLERK	2,872.74	5,745.48	38,782.80	33,037.32	14.8
51-40-130 BENEFITS - FOREMAN	3,703.22	7,406.44	47,740.47	40,334.03	15.5
51-40-131 BENEFITS - OPERATOR A & B	3,250.38	6,500.76	41,614.09	35,113.33	15.6
51-40-134 BENEFITS - UTILITY CLERK	1,540.52	3,237.49	32,603.12	29,365.63	9.9
51-40-230 WATER FUEL	476.90	476.90	5,500.00	5,023.10	8.7
51-40-250 EQUIPMENT SUPPLIES & MAIN.	1,525.22	2,287.23	20,000.00	17,712.77	11.4
51-40-270 UTILITIES - CULINARY	4,217.17	10,165.98	45,000.00	34,834.02	22.6
51-40-271 UTILITIES-PRESSURE PUMP	1,953.74	3,664.46	12,000.00	8,335.54	30.5
51-40-273 UTILITIES-IRRIGATION	2,745.43	5,381.66	25,000.00	19,618.34	21.5
51-40-274 UTILITIES-INTERNET	60.00	120.00	720.00	600.00	16.7
51-40-280 TELEPHONE - WATER	103.20	206.40	1,300.00	1,093.60	15.9
51-40-310 PROFESSIONAL/TECHNICAL SERVICE	.00	.00	6,400.00	6,400.00	.0
51-40-311 LEGAL AND AUDIT SERVICES	.00	.00	5,000.00	5,000.00	.0
51-40-481 METER SUPPLIES AND MAINTENANCE	.00	.00	4,000.00	4,000.00	.0
51-40-510 TRAVEL AND CONFERENCE	.00	.00	2,000.00	2,000.00	.0
51-40-520 ZENNER METER SUPPLIES AND FEES	.00	.00	4,000.00	4,000.00	.0
51-40-610 MISCELLANEOUS EXPENSE	52.00	247.49	4,000.00	3,752.51	6.2
51-40-620 SERVLINE INSURANCE	.00	.00	14,500.00	14,500.00	.0
51-40-650 DEPRECIATION	.00	.00	83,000.00	83,000.00	.0
51-40-740 CAPTIAL OUTLAY-EQUIPMENT	.00	.00	3,500.00	3,500.00	.0
51-40-742 2020 CULINARY WATER PROJECT	.00	301,562.96	1,480,681.06	1,179,118.10	20.4
51-40-813 BOND 3S024 INTEREST	.00	.00	1,500.00	1,500.00	.0
TOTAL EXPENDITURES	30,465.80	362,933.81	1,992,543.94	1,629,610.13	18.2
TOTAL FUND EXPENDITURES	30,465.80	362,933.81	1,992,543.94	1,629,610.13	18.2
NET REVENUE OVER EXPENDITURES	357,151.22	263,917.85	273,137.12	9,219.27	96.6

CITY OF MILFORD
BALANCE SHEET
AUGUST 31, 2022

SEWER FUND

ASSETS

52-11900	CASH - COMBINED FUND	462,776.13	
52-12110	ST. TREAS-DESIGNATED SEWER	324,251.47	
52-13110	ACCOUNTS RECEIVABLE	20,606.37	
52-14200	DEFERRED OUTFLOW OF RESOURCES	15,388.97	
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	137,722.45	
52-16610	AUTOMOBILES AND TRUCKS	54,520.72	
52-17500	ACCUMULATED DEPRECIATION	(1,970,544.68)	
TOTAL ASSETS			1,216,735.39

LIABILITIES AND EQUITY

LIABILITIES

52-21330	ACCRUED EMPLOYEE BENEFITS	24,108.39	
52-21400	DEFERRED REVENUE	8,000.00	
52-25700	NET PENSION LIABILITY	4,120.10	
TOTAL LIABILITIES			36,228.49

FUND EQUITY

52-26110	DEFERRED INFLOW OF RESOURCES	29,210.88	
UNAPPROPRIATED FUND BALANCE:			
52-29110	RETAINED EARNINGS-RESERVED	13,094.19	
52-29800	RETAINED EARNINGS-SEWER FUND	860,185.62	
52-29900	RETAINED EARNINGS-DESIGNATED	256,216.99	
	REVENUE OVER EXPENDITURES - YTD	21,799.22	
BALANCE - CURRENT DATE		1,151,296.02	
TOTAL FUND EQUITY			1,180,506.90
TOTAL LIABILITIES AND EQUITY			1,216,735.39

CITY OF MILFORD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUE</u>					
52-37-100 SEWER FEES	24,109.41	48,345.41	285,000.00	236,654.59	17.0
52-37-201 IMPACT FEES	.00	.00	3,000.00	3,000.00	.0
52-37-600 INTEREST - SEWER FUND	727.06	1,257.58	5,000.00	3,742.42	25.2
TOTAL OPERATING REVENUE	24,836.47	49,602.99	293,000.00	243,397.01	16.9
<u>INTEREST - OTHER</u>					
52-38-900 MISCELLANEOUS REVENUE	200.00	200.00	4,000.00	3,800.00	5.0
TOTAL INTEREST - OTHER	200.00	200.00	4,000.00	3,800.00	5.0
TOTAL FUND REVENUE	25,036.47	49,802.99	297,000.00	247,197.01	16.8

CITY OF MILFORD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
52-40-110 SALARIES & WAGES - LEADMAN	4,520.00	9,040.00	61,020.00	51,980.00	14.8
52-40-111 SALARIES & WAGES-OPERATOR A&B	2,728.45	5,457.14	36,838.80	31,381.66	14.8
52-40-130 BENEFITS - OPERATOR A & B	2,474.15	4,925.54	31,327.61	26,402.07	15.7
52-40-131 BENEFITS - LEADMAN	3,607.84	7,215.68	46,438.92	39,223.24	15.5
52-40-230 FUEL - SEWER	476.90	476.90	5,500.00	5,023.10	8.7
52-40-250 EQUIPMENT SUPPLIES & MAIN	26.48	26.48	14,000.00	13,973.52	.2
52-40-270 UTILITIES-ELECTRICAL & GAS	379.02	695.19	8,800.00	8,104.81	7.9
52-40-280 TELEPHONE - SEWER	31.42	62.84	425.00	362.16	14.8
52-40-310 LEGAL AND AUDIT SERVICES	.00	.00	5,000.00	5,000.00	.0
52-40-510 TRAVEL AND CONFERENCE	.00	.00	500.00	500.00	.0
52-40-610 MISCELLANEOUS EXPENSES	52.00	104.00	2,000.00	1,896.00	5.2
52-40-620 SERVLIN PROTECTION	.00	.00	5,000.00	5,000.00	.0
52-40-650 DEPRECIATION	.00	.00	75,000.00	75,000.00	.0
52-40-750 CAPITAL OUTLAY - SEWER	.00	.00	2,000.00	2,000.00	.0
TOTAL EXPENDITURES	14,296.26	28,003.77	293,850.33	265,846.56	9.5
TOTAL FUND EXPENDITURES	14,296.26	28,003.77	293,850.33	265,846.56	9.5
NET REVENUE OVER EXPENDITURES	10,740.21	21,799.22	3,149.67	(18,649.55)	692.1

CITY OF MILFORD
BALANCE SHEET
AUGUST 31, 2022

GENERAL FIXED ASSETS

ASSETS

91-16110	LAND	260,210.36	
91-16210	BUILDINGS	2,331,771.98	
91-16310	IMPROVEMENTS OTHER THAN BLDGS	2,963,854.01	
91-16410	OFFICE FURNITURE AND EQUIPMENT	147,016.96	
91-16510	MACHINERY AND EQUIPMENT	639,253.42	
91-16610	AUTOMOBILES AND TRUCKS	163,719.00	
91-16710	CAPITAL ASSET - INFRASTRUCTURE	3,111,630.22	
TOTAL ASSETS			9,617,455.95

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
91-29800	BEGINNING OF YEAR	745,592.15	
91-29850	ADDITIONS - CURRENT YEAR	8,871,863.80	
BALANCE - CURRENT DATE		9,617,455.95	
TOTAL FUND EQUITY			9,617,455.95
TOTAL LIABILITIES AND EQUITY			9,617,455.95

CITY OF MILFORD
BALANCE SHEET
AUGUST 31, 2022

GENERAL LONG TERM DEBT

ASSETS

95-18100	AMT PROVIDED-GENERAL LT DEBT	978,592.87	
	TOTAL ASSETS		978,592.87

LIABILITIES AND EQUITY

LIABILITIES

95-21500	ACCRUED EMPLOYEE BENEFITS	21,591.29	
95-25102	BONDS PAYABLE -CIB LIBRARY	200,000.00	
95-25105	ADMINISTRATION BUILDING LOAN	680,000.00	
95-25300	LEASE PAYABLE GRADER	69,980.00	
95-25700	NET PENSION LIABILITY	7,021.58	
	TOTAL LIABILITIES		978,592.87
	TOTAL LIABILITIES AND EQUITY		978,592.87

Milford Municipal Airport

Monthly Fuel Analysis

Month August 2022

Date	100 LL	Gallons Sold & Test	Jet A	Gallons Sold & Test	Tie Down	After Hours Fee	Oil	Misc.	Processing Fee	Total
8/1/2022	\$0.00	0	\$0.00	0						\$0.00
8/2/2022	\$684.00	99.13	\$0.00	0					\$22.92	\$661.08
8/3/2022	\$135.79	19.68	\$0.00	0					\$4.68	\$131.11
8/4/2022	\$0.00	0	\$0.00	0						\$0.00
8/5/2022	\$949.24	137.57	\$916.28	150.21					\$62.49	\$1,803.03
8/6/2022	\$354.52	51.38	\$1,220.24	200.04					\$52.76	\$1,522.00
8/7/2022	\$618.18	89.59	\$1,155.40	189.41					\$59.54	\$1,714.04
8/8/2022	\$561.11	81.32	\$589.08	96.57					\$38.71	\$1,111.48
8/9/2022	\$611.00	88.55	\$776.22	127.25					\$46.47	\$1,340.75
8/10/2022	\$0.00	0	\$0.00	0						\$0.00
8/11/2022	\$277.66	40.24	\$0.00	0					\$0.00	\$277.66
8/12/2022	\$412.83	59.83	\$0.00	0					\$13.83	\$399.00
8/13/2022	\$436.15	63.21	\$2,047.65	335.68					\$83.21	\$2,400.59
8/14/2022	\$193.61	28.06	\$1,395.44	228.76					\$53.24	\$1,535.81
8/15/2022	\$353.90	51.29	\$0.00	0					\$11.86	\$342.04
8/16/2022	\$1,951.26	282.79	\$0.00	0					\$66.07	\$1,885.19
8/17/2022	\$275.03	39.56	\$2,496.06	409.19					\$92.83	\$2,678.26
8/18/2022	\$225.63	32.7	\$0.00	0					\$7.56	\$218.07
8/19/2022	\$0.00	0	\$0.00	0						\$0.00
8/20/2022	\$0.00	0	\$0.00	0						\$0.00
8/21/2022	\$0.00	0	\$0.00	0						\$0.00
8/22/2022	\$0.00	0	\$0.00	0						\$0.00
8/23/2022	\$0.00	0	\$0.00	0						\$0.00
8/24/2022	\$0.00	0	\$0.00	0						\$0.00
8/25/2022	\$417.52	60.51	\$0.00	0					\$13.98	\$403.54
8/26/2022	\$55.20	8	\$0.00	0					\$1.85	\$53.35
8/27/2022	\$457.75	66.34	\$0.00	0					\$15.34	\$442.41
8/28/2022	\$96.67	14.01	\$0.00	0					\$3.24	\$93.43
8/29/2022	\$965.51	139.93	\$0.00	0						\$965.51
8/30/2022	\$152.35	22.08	\$0.00	0						\$152.35
8/31/2022	\$0.00	0	\$0.00	0						\$0.00
										\$0.00
	\$10,184.91	1,475.77	\$10,596.37	1,737.11	\$0.00	\$0.00	\$0.00	\$0.00	\$650.58	\$20,130.70

Balance of Funds for Fuel Purchase

Fuel Purchases		
Amount	Gallons	Type
\$12,334.31	2477.00	Jet A
\$31,660.49	5422.00	100 LL

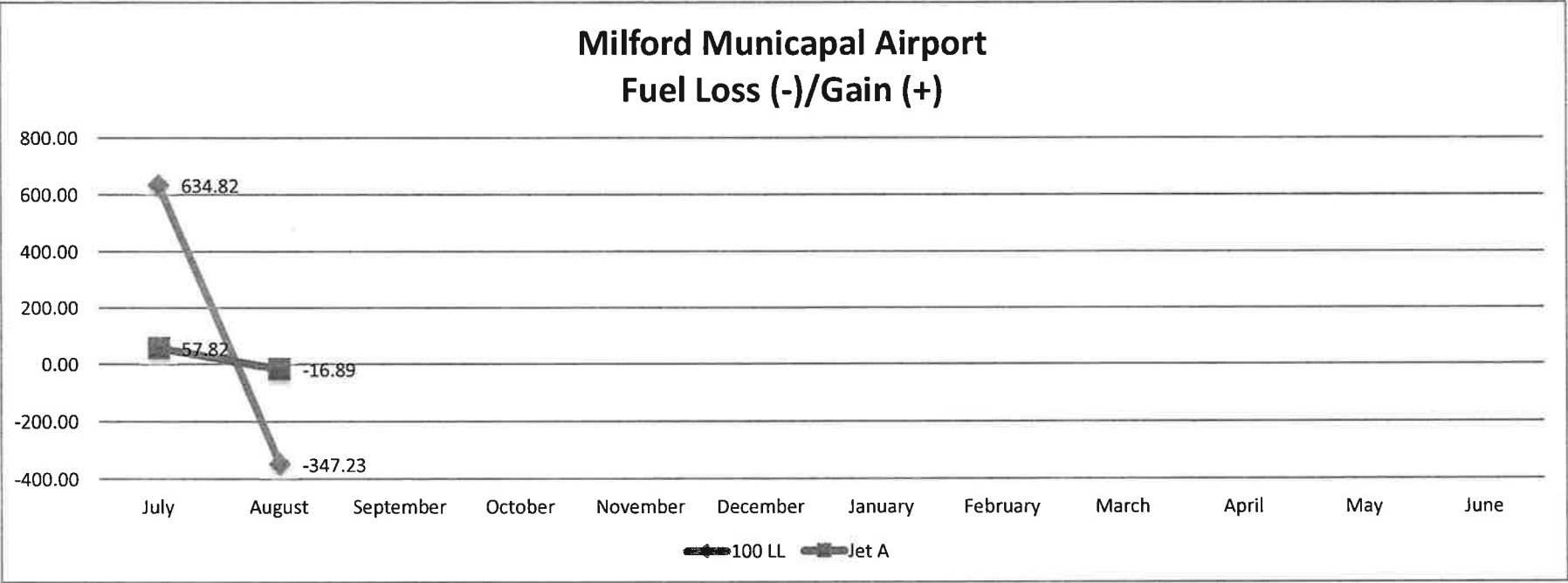
Accumulated Credit Card Balance			
Month Total			
Month Balance	Payments	Description	Balance
\$20,781.28			\$1,166.66
	\$23,401.04	CC Rem	\$21,947.94
	\$0.00	Cash	-\$1,453.10
			-\$1,453.10

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	2270.00	5422.00	1475.77	6216.23	5869.00	-347.23	\$5.84	\$34,274.96
Jet A	2374.00	2477.00	1737.11	3113.89	3097.00	-16.89	\$4.98	\$15,423.06
Total	0.00	7899.00	3212.88	9330.12	8966.00	-364.12		\$49,698.02

Milford Municipal Airport
Fuel Loss/Gain
2022-2023

	July	August	September	October	November	December	January	February	March	April	May	June
100 LL	634.82	-347.23										
Jet A	57.82	-16.89										



Milford City Council Meeting
Tuesday, August 16, 2022, 4:00 PM
Milford City Hall, 26 South 100 West
Milford, Utah 84751

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

Absent: Council Member Ian Spaulding

Staff: City Recorder Monica Seifers, Administrative Assistant Lisa Thompson, Attorney Leo Kanell, and Foreman Benjamin Stewart

Visitors (Official Roster):

Sarah Jewett, Pat Collins, and Laura with Fervo - presentation

Call to Order

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

Visitors

a. Sarah Jewett, Padraig Cullen, Laura Singer – Fervo Energy Presentation

Ms. Jewett presented Fervo and gave a background of the company and its intentions. Fervo started in 2017 to address the gap in the oil and gas industry and geothermal industry. Geothermal is zero-emission energy. Their focus is on building power generation facilities that generate reliable, clean power and good-paying jobs in the area. Padraig Cullen explained the Cape Station plans which will be located 12 miles north of Milford near the FORGE, Blundell Geothermal, and the Milford Wind and Solar facilities. This site will be built in three separate phases. The necessary geological and archeological surveys have been completed. There are always concerns with risks associated with these types of projects. The FORGE site had already done the exploratory work and confirmed the rock temperature and rock types. The PacifiCorp Geothermal Power Plant located near the Cape Station project has been operating since 1984 and provides additional assurance of resource availability. Ms. Jewett explained that they want to create a constant flow of jobs throughout the project timeline. Leo Kanell asked about some of the other municipalities that were able to hone in on the market for power in their cities asking if this was something that could be considered. Could Milford possibly look at creating their own power company and providing that service in the area? Ms. Jewett replied that all options would be on the table. MR. Kanell asked if the cost of the power was higher than what is already offered. Ms. Jewett replied that since it is a phase I project, it would be higher at first but they hope to have it come down over time. Council Member Symond asked if they plan to continue to build more power plants. Sarah did not want to over-promise anything, but the short answer was yes, if the first phase goes well, they will continue.

Mayor Davis asked if they have an idea what the cost comparison was between wind and solar, do they have an idea? Sarah explained that historic contracts on the market indicate that the geothermal contracts were selling five years ago at \$68 - \$75 per MWh, and that is for power around the clock. Wind projects were selling at around \$35-\$40 per MWh for variable renewable energy – it is dependent upon the wind. Solar contracts were selling between \$25-\$35 per MWh. There has been so much demand for power out of California because they have brought up so much wind and

solar onto their grids and they are looking to retire so much of their coal and natural gas that they are willing to pay higher prices for renewable energy that produces around the clock. For markets like that, geothermal at its current price point makes sense. When you look at bringing down grid costs overall, geothermal will become more cost-competitive. They have surmised that at some point the prices will average out. Mayor Davis cited that while he won't be around to see the effect, he is concerned with the effect it will have on his children and grandchildren. What are they going to do with all of the materials from the solar panels – all of the panels, all those batteries, etc.? Where is it going to end? Geothermal will not have the waste product like there is on the solar side. He wished the project much success. Ms. Jewett stated that she looked forward to working with the city moving forward and encouraged the city to reach out at any time.

Ms. Jewett, Mr. Cullen, and Ms. Singer left the meeting at 4:27 pm.

b. Paul Beaver – Request for exemption on asphalt on 100 North

Mr. Beaver was not in attendance.

Consent Issues

a. Consent issues including bills and payroll, Financial Report July 2022, and minutes of July 19, 2022 regular meeting were presented.

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

New Business

a. Quitclaim Deeds on street vacation 300 North between 100 West and 150 West

Zoning Administrator Thompson explained that she discovered the county plat still showed a street at 300 North between 100 and 150 West. She researched and discovered that the city council had approved the vacation of the street back in 1984 but it had never been recorded with the county. Once the deeds are recorded, we can update the plat map.

- **MOTION:** Council Member Scott Symond moved to authorize the mayor to sign the quit-claim deeds vacating the street at 300 North between 100 West and 150 West. The motion was seconded by Council Member Russell Smith. All were in favor, the motion carried.

b. Discuss and review bid for new AC unit at Senior Citizen Center

The AC unit at the center has struggled for the past few summers. Charron has been on site this summer making repairs and the cost has been about \$600. This is the unit that cools the building. The unit in the kitchen was replaced a couple of years ago. Administrator Bealer explained that while this was not a budgeted item, there should be some Economic Development refunds coming in or the council can amend the budget. We will continue to band-aid the unit until it is replaced, but it can be costly.

- **MOTION:** Council Member Scott Symond moved to table the issue for the next meeting to see what the mayor hears from the commissioners regarding the refund of Economic Development funds. The motion was seconded by Council Member Russell Smith. All were in favor, the motion carried.

c. Hiring of Crossing Guard

Raymond Stringer was selected for the center street crossing and has accepted the position.

- **MOTION:** Council Member Les Whitney moved to authorize the hiring of Raymond Stringer as the center street crossing guard. The motion was seconded by Council Member Terry Wiseman. All were in favor, the motion carried.

d. Hiring of Airport Operator

Barton Fisher has resigned as the Airport Operator. Riley Rose was the only applicant. Riley will not be taking care of airport duties during his crew time.

- **MOTION:** Council Member Russell Smith moved to authorize hiring Riley Rose as the Airport Operator. The motion was seconded by Council Member Les Whitney. All were in favor, the motion carried.

Old Business

a. Culinary Water Project Update

Administrator Bealer reported that the contractor has been gone during the summer and plans to return in the fall to exchange the fire hydrants on the change order. The old storage tank on Baldy is back in operation. The booster pump is working.

b. Milford City 150th Birthday Celebration Update

Administrator Bealer reported that the committee has been busy planning and doing fundraisers. The pool toss was a success, she thanked the council for their participation. The golf tournaments netted a good amount in donations. Atkore and Martin Marietta were sponsors of the Night Golf. The celebration will take place Labor Day Weekend 2023. There will be a carnival on Saturday as well as food trucks and snacks for the celebration. Mallory Bailey will be helping with the carnival and has some fun The Baptist church has offered the use of their bounce houses and Beaver City has a foam machine. Planning a Street Dance to include Spare Parts, NewRotic Sound, and Austen Gilleland and Jaden Thomas' band.

Historical Park – AJ's Landscaping has removed the rock and cut back grass for curbing installation. AJ has donated time and material. Rollins Construction will be donating rock. Martin Marietta will be donating road base. Justin and Kara Finch will be removing the old rock and disposing of it. The monuments will be repaired. Smithfield will donate pond liner if we decide to use it. The next cleanup date will be August 24th at 7 pm.

The committee is also working on updating the history book to include the last 50 years in the celebration. Larry Whittaker will be doing photos for the book.

Staff and Council Reports

Leo Kanell ~ City Attorney

- Pictures of water tanks to Sharon Beard and is continuing to work with her on that. No success contacting her.

Makayla Bealer ~ City Administrator

- The new pool hours will be adjusted with school starting. The pool will be closed on the following dates: August 17, 23, 26, and 27th. The last day of the season will be Monday, Sept 5th as lifeguard availability will be scarce due to extra-curricular activities.
- The city has received \$652 from TRUST for TARP.
- Street Maintenance chip sealing is complete. The flushing date has not been determined yet.
- Dusty Wiseman had a list of items that need to be updated at the rodeo arena. He will be hauling in sand and wanted to make sure the city didn't have any concerns. Arena tool – Makayla called Beaver City to see if they could use it. The City Manager is out of the office so she will report

144 when she hears from him. Dustin mentioned that the location is not that great and they would
145 like to purchase the arena to possibly relocate it.
146 ➤ Airport restrooms and office need a few repairs. Paint, new flooring, install new toilets, sinks,
147 dispensers, etc. Do we want to offer a lounge again? Discussions will be held to move forward.
148
149 **Monica Seifers ~ City Recorder**
150 ➤ No comments.
151
152 **Lisa Thompson ~ Administrative Assistant**
153 ➤ No comments.
154
155 **Ben Stewart ~ City Foreman**
156 ➤ No comments.
157
158 **Council Member Russell Smith**
159 ➤ No comments.
160
161 **Council Member Ian Spaulding**
162 ➤ Not in attendance.
163
164 **Council Member Scott Symond**
165 ➤ No comments.
166
167 **Council Member Les Whitney**
168 ➤ No comments.
169
170 **Council Member Terry Wiseman**
171 ➤ No comments.
172
173 **Mayor Davis**
174 ➤ No comments.
175
176 **Meeting Adjournment** ~ *as there was no further business the meeting adjourned at 5:00 PM.*
177

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

This cover sheet is to be used if you are not using the Standard Contract Agreement FI 84.



Fax Number

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. ☐ **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. ☐ **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. ☐ **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. ☐ **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. ☐ **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. ☐ **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. ☐ **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. ☐ **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. ☐ **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

- 14. SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
- 15. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- 16. PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
- 17. DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
- 18. ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
- 19. PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
- 20. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
- 21. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
- 22. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
- 23. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
- 24. PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).
- 25. CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions.

UTAH DEPARTMENT OF TRANSPORTATION

AERONAUTICAL OPERATIONS DIVISION

**PROJECT APPLICATION AND GRANT AGREEMENT
FOR STATE AID FOR DEVELOPMENT OF PUBLIC AIRPORTS**

Part 1 - Project Information

Milford City (hereinafter called the "Sponsor") hereby makes application to the Utah Department of Transportation (hereinafter called the "State") for a grant of state funds pursuant to Title 72, Chapter 10, Aeronautics Act, for the purpose of aiding in financing an improvement project (hereinafter called the "project") for the development of the **MILFORD MUNI/BEN AND JUDY BRISCOE FIELD**, (hereinafter called the "Airport") located in **Beaver County**.

It is proposed that the Project consists of the following described airport improvements or development:

Schedule 1: Apron & Taxiway Turnaround Pavement Maintenance (Design/Construction)

as shown on the attached map accompanied by a detailed engineering cost estimate showing each item in the Project by description, quantity, unit cost, total cost, engineering and contingencies. [The map will show (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed non-aviation areas and of all existing and proposed improvements thereon including the access road; and (4) airport vicinity zoning.] It is understood that the State will approve in writing the project plans and specifications before start of construction.

The estimated total project is **\$136,811.68**. The requested State share of 90.00 percent is **\$123,130.51**.

Other governmental agencies granting money to the project are

_____ N/A _____.

The Project engineer is intended to be Armstrong Consultants _____.

The FAA Project No. is N/A _____ (if applicable)

Part II - Representations

The Sponsor hereby represents and certifies as follows:

1. Legal Authority - The Sponsor has the legal power and authority to :
 - (1) do all things necessary in order to undertake and carry out the Project in conformity with applicable statutes;
 - (2) accept, receive, and disburse grants of funds from the State in aid of the Project;
 - (3) carry out all of the provisions of Parts III and IV of this document.
2. Funds - The Sponsor now has **\$13,681.17** available for use in defraying its share of the Project. The present status of these funds is as follows:

Part III – Sponsor’s Assurances

In consideration for grant monies made available to the airport, the Sponsor hereby covenants and agrees with the State, as follows:

1. The Sponsor will operate the Airport as such for the use and benefit of the public throughout the useful life of the facilities developed under this Project, but in any event for at least ten (10) years from the date hereof. In furtherance of this covenant, (but without limiting its general applicability and effect) the Sponsor specifically agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes; provided, that the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport; and provided further, that the Sponsor may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary - (a) For safe and efficient use of the Airport; (b) To keep operation activities within acceptable noise levels; To serve the civil aviation needs of the public.
2. The Sponsor covenants and agrees that, unless authorized by the State, it will not either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right at the Airport or at any other Airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.
3. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the airport, neither it nor any person or organization occupying space of facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) To furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; Provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

4. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non-aviation products and supplies or any service of a non-aeronautical nature or to obligate the Sponsor to furnish any particular non-aeronautical service at the Airport.

5. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, or the State, and will not permit any activity or uses thereon which would interfere with its use for airport purposes; Provided that nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; and provided further, that nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

6. Insofar as it is within its power and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part

77 of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land. In addition the Sponsor will clear said area or areas of any existing structure or any natural growth that constitutes an obstruction to airspace within the standards established by said Part 77 unless exceptions to or deviations from the aforementioned obligations have been granted to it in writing by the State.

7. The Sponsor will furnish the State with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the State, or may be submitted in such manner as the Sponsor elects as long as the essential data is furnished. The Airport and all Airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments will be made available for inspection and audit by the State, or his duly authorized representative upon reasonable request. The sponsor will furnish to the State a true copy of any such documents.

8. The Sponsor will furnish Utah's Division of Aeronautics on a semi-annual basis a list of all aircraft which have been based at the airport for more than 6 months, out of the last 12 months. The list shall include the aircraft tail numbers with the owner's current name and address.

9. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the State to be eligible to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

10. The Sponsor will keep up to date, by amendment, the attached map of the Airport showing:

- (1) The boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto;
- (2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
- (3) The location of all existing and proposed non-aviation areas and of all existing improvements thereon, including the access road, said attached map, and each amendment, revision, or modification thereof, shall be subject to the approval of the State which approval shall be evidenced by the signature of a duly authorized representative of the

State on the face thereof. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities that might adversely affect the safety, utility, or efficiency of the Airport.

(4) Airport vicinity zoning.

11. Insofar as is within its power and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

12. The Sponsor will not dispose of, or abandon in any manner, any portion of the Airport shown on the approved map without the written consent of the State.

13. It is understood and agreed that as to the land acquired or to be acquired for future development of the airport, the Sponsor will construct and complete thereon a useful and usable facility consistent with the State Airport System Plan not later than the time of forecasted need; and if the land so acquired or any part thereof, is not used within the forecast period for the purpose for which it was acquired, the Sponsor will refund the State share of acquisition cost or fair market value of the land, whichever is greater, plus the State share of net revenue, at the time of sale or expiration of the period stated in this agreement. It is further understood and agreed that the Sponsor will deposit all net revenues derived from the interim use of the land into a special fund to be used exclusively for approved items of airport development, but in no case may the State share of such funds be used to match State aid funds in future grants. It is still further understood and agreed that the Sponsor will not dispose of the land by sale, lease, or otherwise without the prior consent and approval of the State.

14. The Sponsor will maintain, at its own expense, the following aeronautical use items and activities:

- (1) A standard, mounted windsock for observation of wind direction and velocity from the ground and while airborne together with a standard segmented circle, both in good repair.
- (2) Enforcement of zoning in the vicinity of airports to minimize environmental problems associated with aeronautical uses.
- (3) A current license issued by the State designating the Airport for public use.
- (4) Runway or boundary lights in good repair and on from dusk to dawn of each calendar day.
- (5) The runway, taxiways, and apron in a state of good repair which would include annual crack filling and mowing of vegetation at least 15 feet outside of hard surfaced areas as necessary to maintain a weed height of not more than 12 inches.
- (6) The boundary fence, when in place, in a state of good repair.
- (7) The main runway, associated taxiway and apron to be cleared of snow as soon as practical after a snowstorm and the airport to remain open for use during these months.

15. It is understood that the State will participate in the amount of grant monies herein mentioned in the engineering estimate or in the herein mentioned per cent share of the actual project cost, whichever is least.

16. In the event the State does not grant monies under this application, the covenants herein mentioned shall not become effective.

17. Sponsor shall have no authorization to bind the State of Utah or the Utah Department of Transportation, or its Aeronautical Operations Division to any agreement, settlement, liability or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

18. Sponsor hereby agrees to indemnify and save harmless the State of Utah, Utah Department of Transportation, and Aeronautical Operations Division, and their officers, agents, and employees from and against any and all loss, damages, injury, and liability, and any claims therefore, including claims for personal injury or death, damages to personal property and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of this agreement or from the use or operation of the airport improvements and facilities being purchased, constructed or otherwise developed under this agreement.

Part IV - Project Agreement and Acceptance

If the Project or any portion thereof is approved by the State, and State aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the plans and specifications for such development, as approved by the State, and the herein assurances with respect to the Project and the Airport.

IN WITNESS WHEREOF, The parties hereto do hereby ratify and adopt all statements, representatives, warranties, covenants, and agreements contained or referenced herein and do hereby cause this document to be executed in accordance with the terms and conditions here of.

Executed for the Sponsor this 31st day of August, 2022

(SEAL)

Milford City
(Name of Sponsor)

By [Signature]

Title MAYOR

Attest [Signature]
Recorder

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Leo G Kanell, acting as Attorney for Milford City
(herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing document and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Utah, and further that, in my opinion, said Agreement constitutes a legal and bind obligation of the Sponsor in accordance with the terms thereof.

Dated at Beaver this 1ST day of September, 20 22.



Title Milford City Attorney

AERONAUTICAL OPERATIONS DIVISION



Director

APPROVED:

**RECEIVED AND PROCESSED
BY DIVISION OF FINANCE**

Finance

Estimate

Date	Estimate #
8/2/2022	2095

Project

Description	Qty	Total
Installation of a new 5 ton American standard 15 seer gas package unit. installation of curb adapter to fit new unit to duct, hook up of gas, electrical and control wiring. Removal and disposal of old roof top unit.		11,385.31
Sales Tax		0.00

Total	\$11,385.31
--------------	-------------

Customer Authorization: _____ Date: _____



MILFORD CITY, A Municipal Corporation

RESOLUTION NO. 14-2022

A RESOLUTION OF THE CITY COUNCIL OF MILFORD CITY, UT, AMENDING THE MILFORD CITY WATER MANAGEMENT AND CONSERVATION PROGRAM PLAN, RELATING TO GENERAL LAND USE PLANNING.

Preamble

In order to provide for the health, safety and general welfare of the citizens of Milford, Utah, the City Council is committed to establish a water conservation program plan which will specify goals, relating to water management and conservation practices which the residents of Milford hope to achieve during the next twenty years and policies which will facilitate those goals.

WHEREAS, the governing body of Milford City desires to amend the April 2016 plan to be known as the Water Management and Conservation Program Plan 2022 of Milford City, Utah; and

WHEREAS, the City Council is authorized to amend this plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Milford City, Utah, as follows:

Section 1. Adoption of the Water Management and Conservation Program Plan 2022. The Water Management and Conservation Program Plan attached is hereby amended as the Water Management and Conservation Program Plan 2022 of the City of Milford.

Section 3. This resolution shall take effect immediately on passage.

Passed by the City Council of Milford, Utah this ____ day of _____, 2022 by the following vote:

Ayes: _____ Nays: _____

Absent: _____

Milford City

By: _____

Nolan Davis, Mayor

Attest: _____

Monica D. Seifers, City Recorder

MILFORD CITY WATER CONSERVATION PLAN 2022

Milford City
26 South 100 West
P.O. Box 69
Milford, UT 84751

September 2022

PREPARED BY:
Sunrise Engineering



MILFORD CITY

WATER CONSERVATION PLAN

September 2022

Prepared by:

SUNRISE ENGINEERING, INC.
25 EAST 500 NORTH
FILLMORE, UTAH 84631
800-560-6151

Project Team Leads:

BENJAMIN CORAY, PE
Project Engineer

TURNER KOYLE
Engineering Intern



Benjamin Coray, P.E.
Project Engineer

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EXHIBIT 1: Service Area Map

APPENDIX A: Water Conservation Plan Resolution

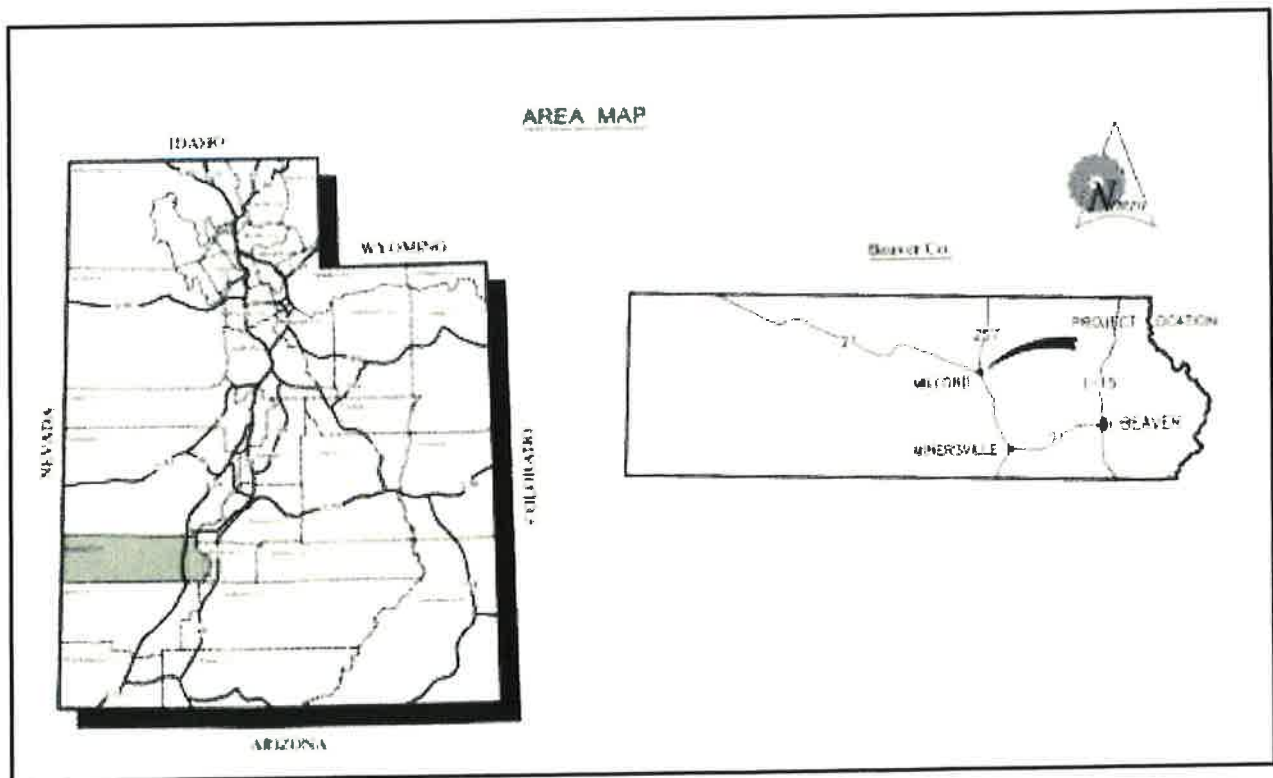
1.0 INTRODUCTION

In response to the continual growth that the State of Utah has seen statewide, Milford City has become increasingly aware of the future cost and availability of a finite supply of water. Similar concerns have been demonstrated by the state legislature as shown by the Water Conservation Plan Act described in Section 73-10-32 Utah Code Annotated. This document constitutes the Water Conservation Plan for Milford City. It is intended to address the concerns of both Milford City and the State of Utah.

2.0 BACKGROUND INFORMATION

Milford City is a growing community in Beaver County located approximately 30 miles northwest of Beaver, Utah. The Milford City culinary water system provides water to approximately 1,431 residents, in addition to several commercial and industrial facilities. The culinary water system supplies water for both indoor and outdoor use. In addition to residential growth, Milford City is also preparing for possible commercial and industrial growth. A map of the area is shown below in Figure 2.1 and a map of the current service area is included in Exhibit 1.

Figure 2.1: Area Map



Milford City has commissioned Sunrise Engineering, Inc. to complete a water conservation plan. The intent of this plan is to implement better management practices and conservation efforts which will aid in maintaining and conserving the city's water resources for many years to come.

Milford City understands the critical nature of maintaining and conserving water resources in order to meet the water needs of their customers. As a result, the protection and maintenance of the City's water sources and distribution system is a recognized priority that is critical to providing the continuous water supply that the customers depend on.

Currently there is no one fulfilling the role as the Water Conservation Coordinator for the City. Milford City is a small community, and it would be a burden to have additional staff, therefore any conservation coordination will be accomplished by existing City Council members, city staff and the water system operator.

2.1 Culinary Water Connections

According to the data provided by Milford City, there are currently 683 connections on the system. This includes 592 residential connections, 67 commercial connections, 4 industrial connections, and 20 hospital/school connections. The hospital/school connections include multiple connections at the high school, elementary school, old high school, and hospital. A portion of these 20 connections is not currently used or have seasonal or low usage. For the purpose of the conservation plan, these connections will be grouped into three facility connections representing the high school, elementary school, and hospital. The City also sells metered bulk water to construction companies working on large scale construction projects in the area on a sporadic basis.

All culinary water connections in Milford City are currently metered. Newly installed radio read meters allow for all water connections to be metered and read year-round.

2.2 Secondary Water Connections

Although the City does maintain a separate secondary irrigation water system, the only facilities served by the secondary system are the City parks, cemetery, golf course, and the schools. This secondary system includes a total of 8 institutional connections. All other residential and commercial connections utilize culinary water for outdoor irrigation.

3.0 EXISTING RESOURCES

3.1 Existing Water Rights

The existing Milford City culinary water rights are listed in Table 3.1.

Table 3.1: Milford City Water Rights

Milford City Culinary Water Rights				
	W.R. #	Change App.	Status	Ac. Ft.
1	71-497	45723	Approved	10.00
2	71-498			807.03
3	71-499			-
4	71-500			726.62
5	71-1226			175.97
6	71-1227			1,234.09
7	71-1270			0.85
8	71-1936			186.08
9	71-4699			14.00
10	71-5341	a39370	Approved	250.00
Total				3,434.64

It should be noted that Table 3.1. represents a summary of the city's water rights inventory as compiled in the Milford City 40-year Water Rights Plan dated July 2021.

3.2 Existing Sources and Distribution Facilities

3.2.1 Milford City Culinary Sources

Milford City's culinary water system is supplied by a primary culinary well, which is known as the Mineral Mountain Well. The well is approximately 2 miles southeast of Milford. The well was test pumped at 2.28 cfs, or 1,024 gpm. The well is currently equipped to pump up to 900 gpm.

A second culinary well, known as the Granite Peak well, was recently constructed approximately ½ mile northeast of the Mineral Mountain Well. The well was test pumped at 1,500 gpm and is currently equipped to pump up to 1000 gpm.

The City also has a backup well located approximately one mile south of Milford on 700 West that is rated at approximately 1,200 gpm. However, the arsenic levels in the water are approximately 29 ppb, which exceeds the EPA maximum containment limit of 10 ppb. As such, this well should not be used in the culinary water system.

The total culinary source capacity for Milford City is therefore 1900 gpm or about 3,066 AF of water per year. Historical source water is shown below in table 3.2:

Table 3.2: Historical Culinary Source Water in Acre-feet

Historical Source Water in Acre-feet Data				
Year	Mineral Mountain Well #1	Golf Course Well #5	Granite Peak Well	Total
2021	512.42	0	0	512.42
2020	572.15	0	0	572.15
2019	467.94	0.39	NA	468.33
2018	463.58	0.58	NA	464.16
2017	444.83	0.21	NA	445.04
2016	470.44	0	NA	470.44
2015	521.35	0	NA	521.35
2014	480.66	0	NA	480.66
2013	451.53	0	NA	451.53
2012	480.76	0	NA	480.76
2011	524.13	0	NA	524.13
2010	451.66	0	NA	451.66
2009	507.73	0	NA	507.73
2008	516.49	0	NA	516.49
2007	510.24	0	NA	510.24
2006	456.13	0	NA	456.13
2005	386.48	43.94	NA	430.42

3.2.2 Existing Culinary Distribution System

The Milford City distribution system has been analyzed for compliance with the State of Utah Rules Governing Public Drinking Water Systems (Rules). The analysis was performed based on a review of the existing system's physical attributes, along with the outputs from the hydraulic model created for the Milford City system. It is noted that the distribution system is supplied from two existing concrete storage tanks with a combined capacity of approximately 2,500,000 gallons. The storage tanks supply a newly constructed booster station at the discharge side of the tanks to boost pressures and flows throughout the system.

The culinary water system has been hydraulically modeled using the H2O Net hydraulic modeling software. The intent of the water model is to analyze the current system pressures and flow capacity under average day and peak day demand scenarios. The current pressures in the Milford City water system range from approximately 60 psi up to approximately 95 psi at the end of the system. The pressures under peak instantaneous demands range from approximately 47 psi up to approximately 78 psi at the end of the system. The projected available fire flow in the system under peak day demands is generally at or above 1,500 gpm.

3.2.3 Milford City Secondary Sources

The secondary water system is supplied by two wells known as the Golf Course well and the Fire House well. As previously stated, the Golf Course well is rated at about 1200 gpm and the Fire House well is rated for about 400 gpm.

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The total secondary source capacity is therefore 1600 gpm or about 2582 AF of water per year.

Historical Source Data is shown below in table 3.3. It should be noted that no data was reported before the year 2016.

Table 3.2: Historical Secondary Source Water in Acre-feet

Historical Secondary Source Water in Acre-feet Data			
Year	Golf Course Well #5	Fire House Well #3	Total
2021	122.99	124.84	247.83
2020	213.01	55.24	268.25
2019	NA	163.59	163.59
2018	NA	202.15	202.15
2017	NA	200.64	200.64
2016	NA	206.35	206.35

3.2.4 Existing Secondary Distribution System

The secondary distribution system runs from the wells to the City parks, cemetery, golf course, and the schools.

4.0 CURRENT AND FUTURE WATER USE

4.1 Projected Growth Rates

The average annual growth rate for Milford City from 1990 through 2020 was 0.82%. With the continued economic and industrial development in and around Milford City, it is reasonable to assume that the City will grow at or near this proven historic growth rate. As such, a projected average annual growth rate of 1.00% will be used for the purposes of this Water Conservation Plan through the 20-year planning period beginning in 2022 and extending through 2042.

Table 4.1 shows the projected population for Milford City using an annual growth rate of 1.00%.

Table 4.1: Projected Milford City Population

Year	Projected Population
2022	1431
2027	1504
2032	1581
2037	1662
2042	1747

4.2 Equivalent Residential Connections (ERC's)

One ERC is defined as the amount of culinary water required by an average residential connection. According to the Utah Division of Drinking Water, the average indoor residential demand is 400 gpd per residential connection, or approximately 12,000 gal/month. Because an ERC relates to the amount of water required for the average residential connection, use of this term allows commercial, institutional, or other large water users to be equated to a residential connection. ERC's are factored into calculations for impact fees, user rates, and other analyses as required for design purposes.

A review of all commercial, industrial, and hospital & school connections currently on the system was performed to determine the ERC value to assign to each type of connection. Based on these records, it appears that the average indoor usage among the current commercial connections is approximately twice the usage of a typical residential connection and will therefore be assigned an ERC value of two per connection. The average indoor usage among the industrial connections is approximately two and a half times the usage of a residential connection, and as such will justify an ERC value of two and a half per connection for industrial connections. The average indoor usage among the hospital and school facilities is approximately twice the usage of a typical residential connection. However, since there are twenty actual connections, an ERC value of three will be used in order to represent a minimum of one ERC per actual hospital and school connection.

Table 4.2 shows the number of connections for each usage category along with its associated ERC value.

Table 4.2: ERC Equivalents per Connection Category

Current ERC's			
Category	Connections	ERC/Connection	Total ERC's
Residential	592	1	592
Commercial	67	2	134
Industrial	4	2.5	10
Institutional	20	3	60
Total			796

The number of culinary water ERC's expected at the end of the planning period can be calculated using the compound interest formula and inserting the projected growth rate, the existing number of culinary water ERC's, and the 20-year planning periods for the culinary water system.

The projected number of ERC's for the 20 year planning period is calculated as follows: $F = \text{Connections} \times (1 + \text{rate})^{20 \text{ years}}$ where F is the projected number of connections and the rate of growth is 1.00% per year.

$$\text{Total ERC's: } F = 592 \text{ ERC's} \times (1 + 0.01)^{20} = 722 \text{ ERC's}$$

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The projected number of ERC's for each category is shown in Table 4.3.

Table 4.3: Projected ERC's by Category

20 Year Projected ERC's			
Category	Connections	ERC/Connection	Total ERC's
Residential	722	1	722
Commercial	82	2	164
Industrial	5	2.5	12
Institutional	24	3	72
Total			970

4.3 Present Water Use and Future Water Needs

As noted previously, all culinary water connections on the Milford City water system will be metered with newly installed radio read meters by the end of 2022.

The billing summary for April 2021 to April 2022 indicates a total of 164,407,670 gallons were metered during this period. The usage is summarized by connection type in Table 4.4 below.

Table 4.4: Annual Estimated Usage

Milford City Culinary Water Usage (April 2021 - April 2022)					
	Residential	Commercial	Industrial	Institutional	Total
Annual Metered Usage (gal)	123,855,870	15,060,750	19,205,000	6,286,050	164,407,670
Annual Usage (ac-ft)	380	46	59	19	505
Avg Daily Use (gal)	339,331	41,262	52,616	17,222	450,432
Avg Dail Use Per Capita (gal)	237	N/A	N/A	N/A	N/A

It should be noted that most of the culinary connections in Milford City use culinary water for outdoor watering. The average daily use per residential connection is 573 gpd, and the average residential per capita use is 237 gpcd. The overall average daily use per ERC for the system (total usage divided by total ERC's) is 566 gpd.

As stated before, secondary water is used in the City parks, cemetery, golf course, and the schools. A combined average of 239,478 gpd are used. The overall average daily use per ERC (total usage divided by total ERC's) for the secondary system is 301 gpd.

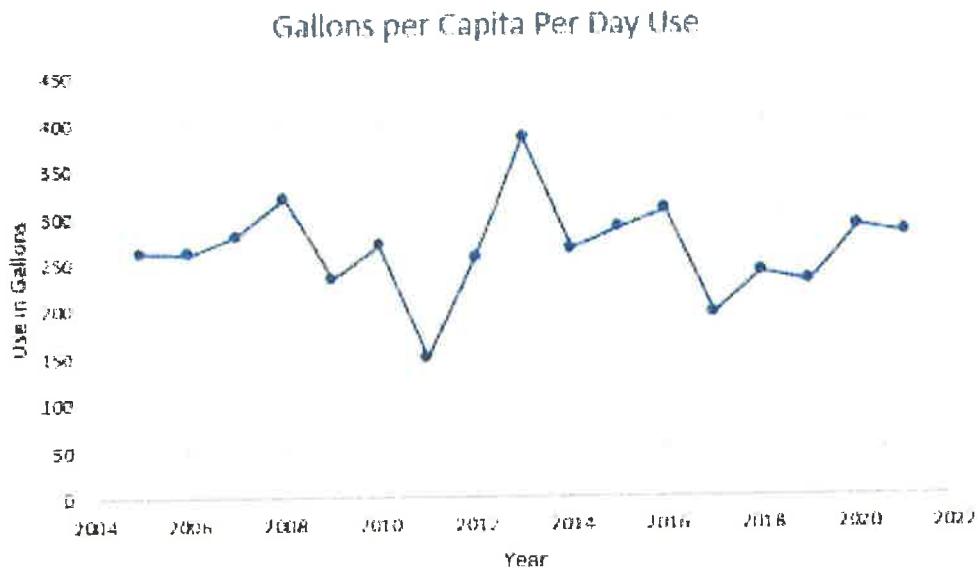
As part of the Milford City Culinary Water Master Plan 2016, Sunrise Engineering calculated the current required amount of water rights for the Milford City water system based on the requirements stated in the Sunrise Engineering, Inc.

Rules. The required water rights represent the average annual demand on the system using the States recommended quantities for indoor use (400 gal/ERC/day) and outdoor use (1.87 ac-ft/irrigated acre). The calculated water right requirement is 713 ac-ft, or approximately 232,331,763 gal/year. Milford City is using approximately 67,904,093 gallons less than the estimated average annual demand using the State's values for indoor and outdoor usage.

The projected number of ERC's at the end of the 20-year study period is 970. If the average daily water usage per ERC remains the same at 566 gal/ERC/day, the total system water usage in 20 years will be about 615 ac-ft or 200,324,410 gal/year. In comparison, the 20-year projected annual system water demand using the State's estimated values for indoor and outdoor water use would be 956 ac-ft, or 311,469,528 gal/year.

Figure 4.5 below shows the number of gallons used per capita per day for the last 15 years. On average water usage in Milford has been approximately 200-300 gpcd.

Figure 4.5: Water Efficiency Progress



4.4 Water Budget

Milford City's culinary water system is currently supplied by two wells, the Mineral Mountain Well and the Granite Peak well. The wells are equipped for a combined discharge of 1900 gpm. The City's current culinary water rights total 3,434.64 ac-ft. As noted in Section 4.3, the total estimated annual culinary water usage for the period of April 2021 to April 2022 was 505 ac-ft. It should be noted that this usage only represents the metered water in the culinary water system and does not include the irrigation water that is used to irrigate the City parks, cemetery, golf course, and schools.

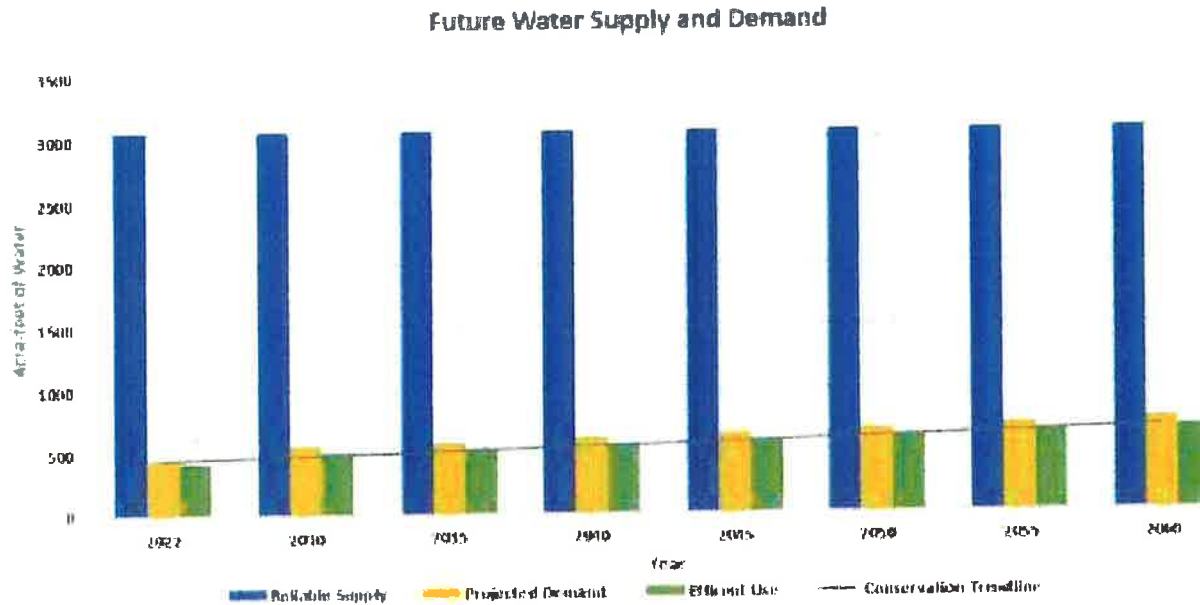
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As calculated in the Milford City Culinary Water System Master Plan 2016, the 20-year projected required water right for Milford City is 956 ac-ft. Milford City has sufficient municipal water rights to satisfy the projected system requirement.

4.5 Future Water Supply and Demand

Milford City's current culinary water supply and demand in ac-ft are shown in Figure 4.6.

Figure 4.6: Milford City Future Water Supply and Demand



4.6 Culinary Water Rate Structure

Milford City's current culinary water rate structure is shown in Table 4.6.

Table 4.6: Milford City Culinary Water Rate Structure

Type of Service	Base Rate	Tier 1 Lower Limit	Tier 1 Cost Per Thousand
Residential	\$50.00	10,000	\$1.50
Commercial	\$54.00	10,000	\$3.50
Hospital/School	\$217.00	60,000	\$3.50
Industrial	\$258.00	40,000	\$4.00
Bulk Rate	\$35.00	1,000	\$7.50

5.0 CURRENT CONSERVATION PRACTICES

5.1 Public Education and Outreach

A major factor in conserving water within a community is to educate residents about ongoing water issues. Milford sends a newsletter to each resident to encourage wise use of water. Milford promotes conservation ideas and informs the public of techniques and ideas that are easy and can effectively be put into practice. Examples of these techniques include sweeping sidewalks and driveways with a broom instead of spraying with a hose, using mulch around trees and shrubs as well as garden areas to retain moisture, and avoid watering during the heat of the day. Other water reducing measures that have been mentioned in past newsletters include not letting the water run continuously, making sure to run full loads of laundry or dishes, and shorting shower times.

5.2 Radio Read Meters

Milford is currently installing radio read meters on all culinary water connections. The meter network monitors usage over time and can alert the city of potential water leaks based on changes in flow patterns over time. The meter network allows staff to identify problems before significant amounts of water are used or lost and damage to property occurs. The meters can monitor the distribution system giving accurate, timely water reads and information.

5.3 SCADA System

Milford is also installing a system-wide SCADA network. This system provides advanced monitoring, reporting, and controlling capabilities for critical components of the water system. SCADA allows control of the system locally or remotely and gathers data in real-time. This upgrade to the water system will help provide more accurate monitoring and reporting of water usage throughout the system.

6.0 WATER CONSERVATION GOALS AND SOLUTIONS

6.1 Conservation Goals and Solutions

Milford City's current average residential water usage is 237 gpcd. According to the presentation titled "Water Resources Plan" dated December 2021 and prepared by the Utah Division of Water Resources, the statewide average per capita culinary water usage from 2015 to 2019 is approximately 238 gpcd. Milford City's per capita residential culinary water usage is in line with state averages. It is again noted that all of Milford City's culinary water connections, with the exception of the parks, cemetery, golf course, and schools, use culinary water for outdoor irrigation.

Milford City also recognizes the importance of conserving its limited water resources and acknowledges the growth that may be experienced in the near future will place a higher demand on the water that is currently available. Milford City also recognizes that the State of Utah Division of Water Resources has established a goal to reduce per capita water usage in the Lower Colorado River North region by 18.7% between the years 2015 and 2030. Although significant progress has been made towards this goal, additional efforts are required to achieve it in the desired time frame. As such, Milford City will make efforts to reduce its per ERC water usage by 20% by the year 2050. A 20% reduction in the per ERC water usage by the year 2050 would equate to an annual water savings of 43,404,559 gallons/year, or about 133 ac-ft.

In order to meet this goal, Milford City will implement the following measures:

1. Maintain a financially stable water system with conservation in mind. Continue to monitor and track the rates charged to ensure that the City's system is operated responsibly. As rate increases are required, overage tiers that penalize excessive use will be targeted first, rather than simple base rate increases.
2. Monitor use patterns to detect leaks. With the newly-installed radio-read meters, Milford City will increase efforts to monitor water meters on a regular basis. This will improve the chances of finding leaks sooner after they occur.
3. Continue the public education program. Milford City will support state and local water education programs in local schools. It is expected that as time passes young adult citizens that have been introduced to statewide "Slow the Flow" advertising during their youth will be more aware of the need to conserve water, and act accordingly. Milford City will also continue to send periodic public education flyers to the general public. It is believed that if people are continuously exposed to water conservation messages, they will improve their water conservation habits.
4. Adopt resolutions that prohibit general waste of water and set time of day watering restrictions. General waste of water is any practice that allows the water to run in one place over an extended period of time. Use of culinary water for irrigation during the hottest parts of the day would be restricted during hours determined by the City Council.
5. Establish emergency water conservation contingency plans. The water conservation contingency plan for implementation due to severe drought or other system supply shortages is outlined in section 7.0 below
6. Encourage the use of high efficiency fixtures and watering. Milford City will encourage the installation of water efficient fixtures in homes and low water use landscaping in yards for both new construction and retrofit of existing structures. This, however, will not be required as the expense would be a hardship on individual households and the City could not afford to subsidize them.

Milford City realizes that effective goals must be measurable. While the effectiveness of the measures listed above would be difficult to measure on an individual basis, Milford City recognizes that the combined effectiveness of the measures can be assessed by comparing overall system usage data, and per capita usage data on an annual basis. Milford City will therefore review the usage data on an annual basis to determine if progress is being made toward the water conservation goal previously discussed.

6.2 Reflection on Past Water Conservation Goals

In the Milford City Water Management and Conservation Plan revised in April 2016, the following water conservation measures were identified:

- Invest and install a water system improvement project
- Meter all connections to the culinary water system
- Maintain a pricing structure with overage rates
- Perform public education in the form of a soil conservation program administered by the county agricultural agent and sending conservation information to residents on a yearly basis.
- Limit watering of lawns, shrubs and flowers to a specified amount of inches per week
- Construct sprinkler systems that do not waste to streets, walks or parking areas
- Utilize sprinkler control systems to allow sprinkling other than in the heat of the day
- Not allowing water to run to waste in gutters
- Using drought resistant grasses and other vegetation, and encouraging shade trees in yards
- Control all leaking faucets and other plumbing leaks
- Utilize soil preparation for yards to hold water longer at the root level

As has been noted previously, all connections continue to be metered, and the overage use pricing structure has been enforced consistently since 2019. The soil conservation program is not currently being presented in the schools by the county agricultural agent. Milford City does not currently intend to pursue a continuation of this program, as it feels that conservation will be more effectively achieved through the other current conservation goals listed in Section 6.1. As indicated in Item 3 of Section 6.1, the City does intend to continue sending conservation flyers to the residents on an annual basis in order to encourage indoor and outdoor water conservation.

The City has recognized that it is neither practical nor desired at this time to attempt to implement the level of oversight and support that would be required to manage a program that would monitor the specific amount of water being applied to residents' lawns and gardens. This measure will therefore be removed from the plan. Similarly, the City Council does not currently feel that it is in the City's best interest to require specific vegetation to be planted, or specific sprinkler control systems to be used on the residents' property, although the City will continue to encourage efficient vegetation and irrigation systems through the public

education efforts. While the City will continue to encourage residents to repair leaks within their homes and properties, the City also acknowledges that it does not currently have the resources to detect and repair all leaks within the residents' properties and will therefore remove this measure from the plan.

The City will amend the measure which does not allow water to run to waste in gutters by adopting the new measure listed in Section 6.1, which prohibits the general waste of water, to include allowing water to run to waste in gutters. The City Council and the City Staff will be responsible for responding to reports of general waste of water.

6.3 Education Program Information

The following information on efficient outdoor and indoor water use will be disseminated periodically as a one-page conservation mailing (also included in Appendix A).

Efficient Outdoor Water Use:

- Water landscape only as much as required by the type of landscape, and the specific weather patterns of your area, including cutting back on watering times in the spring and fall.
- Do not water on hot, sunny, and/or windy days. You may actually end up doing more harm than good to your landscape, as well as wasting a significant amount of water.
- Sweep sidewalks and driveways instead of using the hose to clean them off.
- Wash your car from a bucket of soapy (biodegradable) water and rinse while parked on or near the grass or landscape so that all the water running off goes to beneficial use instead of running down the gutter to waste.
- Check for and repair leaks in all pipes, hoses, faucets, couplings, valves, etc. Verify there are no leaks by turning everything off and checking your water meter to see if it is still running. Some underground leaks may not be visible due to draining off into storm drains, ditches, or traveling outside your property.
- Use mulch around trees and shrubs, as well as in your garden to retain as much moisture as possible. Areas with drip systems will use much less water, particularly during hot, dry and windy conditions.
- Keep your lawn well-trimmed and all other landscaped areas free of weeds to reduce overall water needs of your yard.

Efficient Indoor Water Use:

- Approximately two-thirds of the total water used in a household is used in the bathroom. Concentrate on reducing your bathroom water use. Following are suggestions for this specific area:
 - Do not use your toilet as a wastebasket. Put all tissues, wrappers, diapers, cigarette butts, etc. in the trashcan.
 - Check the toilet for leaks. Is the water level too high? Put a few drops of food coloring in the tank. If the bowl water becomes colored without flushing, there is a leak.
 - If you do not have a low volume flush toilet, put a plastic bottle full of sand and water to reduce the amount of water used per flush. However, be careful not to over conserve to the point of having to flush twice to make the toilet work. Also, be sure the containers used do not interfere with the flushing mechanism.

7.0 CULINARY WATER CONSERVATION CONTINGENCY PLAN

The following water conservation contingency plan is adopted as part of this plan:

Level 1 – Normal Years – In this condition there is currently plenty of culinary water available for normal purposes.

- Encourage voluntary public water conservation measures (i.e. only watering during the cooler parts of the day).
- Mail information on conservation measures, which can be used outside as well as inside.

Level 2 - 75% of Normal Required Supply – In this condition, it is difficult to keep the water tanks full during the daylight hours if people are using culinary water for outdoor purposes.

- Educate the public about the water supply shortage and request cooperation using local public service radio announcements and local newspapers and posted public flyers.
- Enact emergency rate increase to double all overage tiers.
- Enact mandatory public conservation measures.
- Enforce outside watering restrictions, including watering times and quantities.

Level 3 - 50% or Less of Normal Required Supply – In this condition, it is difficult to maintain tank levels during the full 24-hour day.

- Warn the public about water supply shortage and request continued cooperation using local newspapers advertisements and posted public flyers.

- Enact emergency rate increase to quadruple all overage tiers.
- Strictly enforce all conservation policies with stiff fines for non-compliance.
- Physically restrict water supplies to (in order of priority):
 1. All outside irrigation systems.
 2. Parks and other non-essential support facilities.
 3. Commercial users, restricting the largest, non-animal life support users first.
 4. Residential areas
 5. Commercial animal life support users.
 6. Any other non-life support areas, ensuring water supplies to hospitals, hospices, and all other health care facilities, and controlled designated area water facilities.

8.0 IMPLEMENTING AND UPDATING THE WATER CONSERVATION PLAN

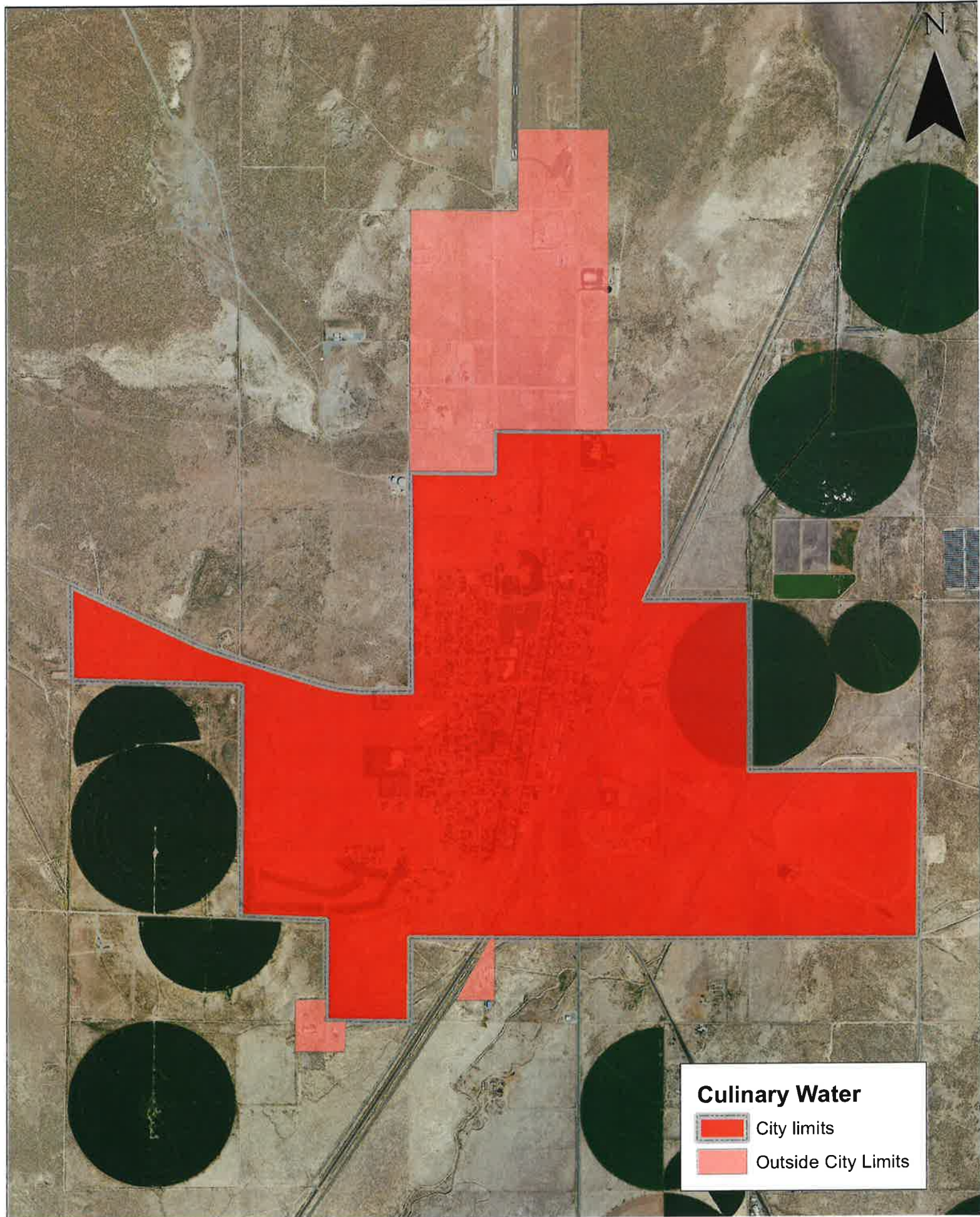
This Water Conservation Plan shall be adopted by the Milford City Council. The Milford City Council will have responsibility to coordinate the water conservation program goals for Milford City and coordinate the education program. All council members, City staff, and members of the general public have the duty and responsibility to report general waste of water, and to conserve water wherever possible.

This Water Conservation Plan will be revised and updated as required to meet changing conditions and needs. The resolution for amending the Water Conservation Plan is attached as Appendix A.

EXHIBIT 1:

CULINARY WATER SYSTEM SERVICE AREA MAP

Milford City Culinary Service Area



APPENDIX A:
WATER CONSERVATION PLAN RESOLUTION
