



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 regular meeting at **4:00 PM** at the **Milford City Administrative Office, Council Chambers, 26 South 100 West, Milford, Utah** for the purposes described below on **Tuesday, July 18, 2023**.

- 1. MAYOR'S WELCOME & CALL TO ORDER:** Roll Call & Pledge of Allegiance
- 2. VISITORS**
 - a. Karen Nelson and Gina Mayer – 150th Committee seeking volunteers and the city's help with the celebration
 - b. Amy Contreras – Discuss City Ordinances
 - c. Kenneth Shelley – Caboose Park Visitor Center Discussion
- 3. CONSENT ISSUES**
 - a. Financial report: June 2023
 - b. Approval of bills and payroll
 - c. Approval of Minutes: June 27, 2023 Emergency Meeting; June 28, 2023, Special Meeting; June 28, 2023 Council Meeting and Budget Hearing
- 4. NEW BUSINESS**
 - a. Consideration of Quit Claim Deed for Blake Williams' Replacement Well
 - b. Discuss Rural Community Development Grant
 - c. Building Inspection Agreement with Beaver County
 - d. Approval of Hiring Library Assistant
 - e. Approval of Planning Principal Forgiveness Agreement for lead Service Line Inventory with the State of Utah
- 5. OLD BUSINESS**
 - a. 150th celebration update
 - b. Culinary water project update
- 6. ORDINANCE AND RESOLUTIONS**
 - a. None
- 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 13th day of July, 2023. 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.



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) : Amy Contreras

ORGANIZATION (if applicable): N/A

ADDRESS: 365 South 500 West, Milford, Utah, 84751

CELL PHONE: 435-421-4193

E-MAIL ADDRESS: acontreras@milfordhospital.net

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 6/28/2023 Amount of Time Requested 15 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) :

I would like to discuss the Chapter 13.34.020 Yard and setback standards.

- Current practices by the city, fines, and legal action.
- Are the records of the collections of said fines and court documents available to the public?
- How are letters, fines and subpoena's issued? Is this only based on complaints?
-

City Street ordinances regarding un-licensed drivers operating motor-cycles, golf carts and side-by-sides

Living animals with in the city limits. What is allowed and how many? Free Roaming Dogs and Stray Cats?

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

PLEASE DESCRIBE DESIRED OUTCOME: I would like to understand who the ordinances apply to. How the city monitors the above concerns?

ARE WRITTEN MATERIALS TO BE PROVIDED TO COUNCIL (check one): YES ☐ NOX

IF YES, I HAVE PROVIDED 11 COPIES AND EMAILED AN ORIGINAL TO THE CITY

RECORDER Initial here _____

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

IS FUNDING FROM THE CITY BEING REQUESTED? (check one) YES ☐ NOX

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.

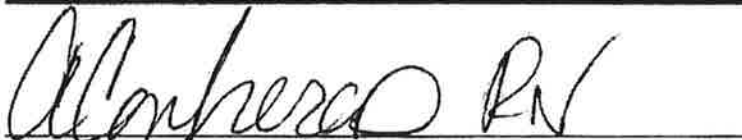
INSTRUCTIONS – PLEASE READ CAREFULLY

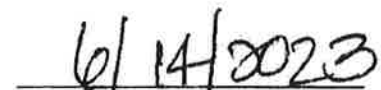
This request must be submitted to the City Recorder no later than 3 pm the Wednesday prior to the City Council Meeting. Meetings are held the 3rd Tuesday each month. Applications submitted after the deadline, if complete, will be placed on the following City Council Meeting agenda.

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


DATE

.....
OFFICE USE ONLY

Date Rec'd by City Recorder: _____



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

REQUESTOR'S NAME (Print legibly) : KENNETH SHELLEY

ORGANIZATION (if applicable): _____

ADDRESS: 17 SOUTH 300 WEST

PHONE : _____ CELL PHONE: 801-834-8824

E-MAIL ADDRESS: ksgemken@yahoo.com

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

Date Requesting to Attend 7-18-23 Amount of Time Requested 15 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) :

IMPROVING ACCESSABILITY TO CABOOSE
VISITOR CENTER ON MAIN STREET.
PERHAPS IMPROVEMENT/HISTORY AND
CURRENT EVENTS AT SAME.

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

PLEASE DESCRIBE DESIRED OUTCOME: EITHER FINDING
VOLUNTEERS OR REMOVING VISITOR CENTER
FROM THE WORDING & ADDING INFO KIOSK

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

IF YES, I HAVE PROVIDED 11 COPIES AND EMAILED AN ORIGINAL TO THE CITY

RECORDER Initial here _____

CONTINUED ON REVERSE

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

IF YES, WHAT IS THE ESTIMATED COST TO THE CITY: 0

PLEASE PROVIDE DOCUMENTATION SUPPORTING YOUR ESTIMATE

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

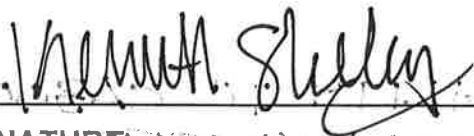
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mseifers@milford.utah.gov by 3 pm the Wednesday prior to meeting.



7-6-2023

SIGNATURE

DATE

OFFICE USE ONLY

Date Rec'd by City Recorder: 7.10.23

Info Complete: YES ☐ NO ☐

If no, what info is required:

Approved for Agenda: YES ☐ NO ☐

If no, reason for denial:

Milford City Council Emergency Meeting
Wednesday, June 27, 2023 1 PM
Milford City Hall, 26 South 100 West
Milford, Utah 84751

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

Staff: City Recorder Monica Seifers

Call to Order

Mayor Davis called the special meeting to order at 1:01 PM.

Emergency Meeting

- a. Discuss personnel
- b. Discuss management of the Municipal Water System

Mayor Davis called for a motion to move into executive session.

- **MOTION:** Council Member Scott Symond made a motion to move into executive session at 1:01 PM. The motion was seconded by Council Member Russell Smith. Roll call votes: Council Member Ian Spaulding – aye; Les Whitney – aye; Russell Smith – aye; Scott Symond – aye; and Terry Wiseman – aye. Motion carried.

Those in attendance: Mayor Nolan Davis, Council Members Ian Spaulding, Russell Smith, Terry Wiseman, Scott Symond, and Les Whitney. City Recorder Seifers was excused.

The council left executive session and returned to the emergency session at 3:13 PM.

Mayor Davis summarized that there will be follow-up with the tentative employees within the next few days and they will move on from there.

Meeting Adjournment ~ as there was no further business the meeting adjourned at 3:14 PM.

Milford City Special Meeting
Wednesday, June 28, 2023 2:30 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.

Staff: City Recorder Monica Seifers and Administrative Assistant Lisa Thompson

Visitors: Daniel Cluff, Jeremy Andra, Duane Cutler, Jen Wakeland, Colette Cox

Call to Order

Mayor Davis called the special meeting to order at 2:31 PM

a. Bactelife Presentation

Daniel Cluff, Jeremy Andra, and Duane Cutler were present to introduce their company, Bactelife.

Mr. Cluff explained that this was a Utah-grown company that started in Beaver County. They have been working with Beaver County and Economic Development and have continued to work upon the strengths of the county. They are doing work just south of Milford Airport. With the reduction in force of a local company, they felt it was a good opportunity to possibly add value to the community. A video presentation highlighting the company was provided to the council and visitors. The company develops organic products that are climate smart to help farmers with productivity in their fields. These products offer water usage reduction while increasing crop yield. This product only has to be applied once per year. Mayor Davis asked what the return was. Mr. Cluff explained that it depended on the crop. There is a broad array of variables, reduced tonnage, reduced fertilizers, etc. Is this something that can be used for grass? Yes, it can be used on lawn. The market is not there for door to sales currently but municipal application is.

Today's focus was to introduce the company and product. They would like to increase amenities and transportation opportunities and they will attack that at the next meeting. The growth and development of the company will impact the growth and development of the Milford Airport. They love the airport as well as the rail. They have been following Beaver County and their intentions. There are a lot of beautiful things being proposed at a state level that they feel they will be able to participate in. Today's meeting is to see how they can facilitate the next discussion to make this work better together. They think they have some strengths and opportunities that can help support the airport and its growth. At the next meeting they would like to present a vision of how they could work in parallel development with the airport and bring regional ideas to that space as well. What would the city like to see them doing that they are not doing; how do they feel about the direction? Mayor Davis stated that he felt the direction was going the right way, we just need to keep the communication lines open, especially with Jen (Wakeland) and Colette (Cox). Mr. Cluff cited that the two of them were instrumental in the support and growth of this company and have

41 tremendous value.

42 Council Member Scott Symond asked if there was a factory. Mr. Cluff explained that they are about
43 2-3 years out before they start their own microbe production. It is in their plan but they are
44 currently having bacterial growth elsewhere and batching it in Milford. They are concerned with the
45 creation of too many jobs being available, they will be working with Jen and Colette. They will be
46 looking at the quality and pay and would love some direction on that because they can automate or
47 utilize people for their processes. Mayor Davis cited we need to reach a happy medium there, we
48 don't want growth but we don't want it stagnant either. We want enough growth to keep our
49 biggest resources which are our kids and grandkids. What few that can stay here often struggle to
50 make ends meet. We need opportunities but we don't want the headache that comes with rapid
51 growth. Mayor Davis cited that what might not be a good fit for Milford may be a good fit for Beaver.
52 He has worked with different economic groups over the years and the group we have now is looking
53 at how to make it work for the county. Mr. Cluff felt that they are trying to support long-term
54 sustainable growth, that is the big picture. Mayor Davis stated that the county has never had
55 someone that thinks outside of the box like Jen does.

56
57 Council Member Whitney asked what was the significance of the airport. Mr. Cluff explained that
58 they found out about the airport when they leased the property that Hog Slat was using located
59 south of the airport. This was an advantage; it offers a lot of opportunities to bring in more
60 amenities. As they were looking into the space, they realized there was room for expansion. They
61 are looking for feedback from Milford City on what is most important to develop so they can
62 conform with that. They want their growth plan to align with the city's. Colette Cox cited that from
63 the state perspective, having these partnerships between private industry and government - that is
64 where the sweet spot is and to really have private industry driving these types of development and
65 having this amount of land purchased and the availability to co-locate similar companies is, you
66 always need an anchor company and this is a start. To have local partners that live here and have
67 that interest is huge. The funding that comes from the state from the governor's office and from the
68 county can be stretched further, and that is what we want to do, right? Mayor Davis appreciated the
69 effort of partnering with private industry to get that done. Colette added that there may be
70 advantages to the city to bring that property in to gain tax benefits, but that is something the city
71 needs to consider. Mr. Cluff want to cooperate with the city and county and communicate what the
72 needs are. Mayor Davis appreciates the opportunity to meet and open the line of communication.
73 Jen added that the FORGE project is very involved in the community and the people here know
74 them. If a business can do that, get involved in the schools, the county fair, and the local
75 governments, they will find success. This community is tightly knit so when you can partner with
76 and buy into the community, it will continue to feed you with the things you need. We want to make
77 sure we are maximizing tax benefits for the private industry as well as those they attract.

78
79 **Meeting Adjournment** ~ as there was no further business the meeting adjourned at 3:40 PM.

Milford City Council Meeting
Wednesday, June 28, 2023 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. Ian Spaulding was excused.

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

Visitors: Jen Wakeland, Colette Cox, Daniel Cluff, Patricia Stewart, Sarah Wray, Riley Rose

Call to Order

Mayor Davis called the meeting to order at 4:00 PM.

Public Hearing

a. Waiving payment for the interfund services for municipal use

Administrator Bealer explained that the city must adopt a resolution annually that allows municipal buildings to receive water and sewer services at no cost to the municipality. This is done so we do not have to perform interfund transfers.

There were no comments or questions.

b. FY 2023-2024 Operating Budget Hearing

Administrator Bealer reported that the budget was finalized and distributed as well as posted on the Public Notice Website on June 22 2023. Each member of the council has received a hard copy.

Mayor Davis called for comments or concerns. There were none.

Visitors

a. Colette Cox – Rural Community Development Grant

Collette Cox, Outreach Manager for the Governor's Office, presented the council with the Rural Community Development Grant information. The first approximately twelve minutes were not recorded as the microphone was not turned on. Her presentation is attached. Mrs. Cox explained that the funding is available to the city as well as the county. The work-shops will be held in July with the grant application period opening September -October. Colette will be available to help with the preparation. The funding period is one year and you have two years to spend the funds.

b. Jen Wakeland – Inland Port Authority update

Jen Wakeland presented the council with a draft of the UIPA synopsis.

Located in a very rural region in the state of Utah, Beaver County holds unique assets as a logistically connected hub; we are the crossroad for existing rail, three major north/south, east/west interstates, and air cargo capacity airport. These three land-based modes of transit connect us nationally as well as globally, but have not yet helped the economic growth of Beaver County rise to that level. Because of the existing infrastructure, Beaver County stands ready to connect with emerging industries while maintaining the quality of life and culture we have developed over decades of boom-and-bust economic

growth. Since its inception, Beaver County has known primarily only industry that falls the whim of external factors. Starting as a mining community, the landscape yielded high-quality products but followed the rise and fall of the mining industry through the late 1800's into the early 1900's. Agriculture developed next and with widespread growth along the Wasatch Front and southwestern corners of Utah, water quickly became a pressing issue affecting the economic success of Beaver County. Along with rapid growth and subsequent shortfalls of the Union Pacific, Milford long endured a tumultuous past with labor, housing, and equity. We see the generational poverty across the county. As our largest export is the youth of our communities who move away for education and seldom return, high paying jobs are scarce. Our priority is the movement from the historical boom and bust economic models of our past to a sustained continual growth model for the generations to come. In the recent past, we have faced the challenge of companies with international ties scaling back production which resulted in economic crises. We have felt the rise and fall of industries whose models were reliant on external factors for growth and likewise, were subject to fall. We have sustained our way of life through several centuries of this kind of economic turmoil. But because we are an economically resilient community, we now know how and have the opportunity to move forward in ways that will sustain the county's residents for generations to come. This diversification strategy to move from a boom or bust model from our mining & agricultural heritage into alternative energy, advanced manufacturing, and other supportive agricultural tech-based industry is key. We are actively seeking modern ways to expand the successful industries that have long existed in our county and shaped our culture. Our workforce is robust, skilled, and highly available because of this culture. We have the availability to add capacity and capability to projects located in the area. Because of the location of Interstate 15, Interstate 70, Highway 21, Union Pacific Rail and yard location, as well as multiple municipal airports with varying degrees of capacity, Beaver County stands prepared. Our labor force pipeline is robust, including k-12 advanced education, and partnering successfully with higher education to offer continual opportunities in relevant career pathways. With all these resources and more, we are uniquely situated to support the Utah Inland Port Authority across the state and know it will only help build the long-term sustaining industries needed for Beaver County to move forward. We are actively recruiting the kinds of companies that can offer the way of life that Utahns enjoy. Adding a hub stub to Beaver would be an addition to this endeavor as we seek diversification of industry and workforce. The cost of property in our county is likely the least costly along the I-15 corridor which allows for a lower cost of doing business in Beaver County along with business-friendly initiatives offered by the State of Utah.

Jen asked for input or feedback from the council. The members felt it was great. Council Member Scott Symond suggested highlighting the green energy sources Beaver County offers.

Jen Wakeland, Colette Cox, and Daniel Cluff left the meeting at 4:52 PM.

Consent Issues

Consent issues including bills and payroll, Financial Report May 2023, and minutes of the June 7 2023 Special 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, and the motion carried.*

New Business

a. Consideration of Quit Claim Deed for Blake Williams' replacement well

Attorney Kanell reported that this was not ready for presentation.

- 91
92 ➤ **MOTION:** Council Member Les Whitney moved to table the issue. The motion was seconded by Council
93 Member Scott Symond. All were in favor, and the motion carried.
94

95 **b. Declare Surplus Property**

96 Mayor Davis asked Foreman Stewart if the crew had any items to surplus. Foreman Stewart reported
97 there were none. Administrator Bealer reported that there was 75' of chain link fence that was left
98 from the tank property and there has been interest in it. The crew has verified there was about 75 feet
99 available. Do we want to declare that? It is 6' in height.

- 100 ➤ **MOTION:** Council Member Les Whitney moved to declare the 75' length of 6' high chain link fencing
101 for surplus at a minimum bid of \$1.75 for the entirety. The motion was seconded by Council Member
102 Russell Smith. All were in favor, and the motion carried.
103

104 **c. Approval of Milford Youth Coalition Prevention Mural at Rollins Pavilion**

105 Members of the council and staff commented that the mural looks very nice.

- 106 ➤ **MOTION:** Council Member Scott Symond moved to approve the installment of the Milford Youth
107 Coalition Prevention Mural at Rollins Pavilion. The motion was seconded by Council Member Russell
108 Smith. All were in favor, and the motion carried.
109

110 **d. Approval of Engagement Letter with Hinton Burdick for FY 2023 Audit**

111 Mayor Davis inquired if the auditors have indicated a price increase for the audit. Administrator Bealer
112 reported that other than the built-in 3% increase to cover inflation it is standard.
113

- 114 ➤ **MOTION:** Council Member Les Whitney moved to approve the engagement letter with Hinton Burdick
115 for the FY2023 audit. The motion was seconded by Council Member Terry Wiseman. All were in favor,
116 and the motion carried.
117

118 **e. Approval of Cooperative Agreement with Utah Division of Forestry, Fire, and State Lands**

119 Administrator Bealer reported that a few years ago George Humphries approached the city regarding
120 joining in the cooperative agreement for fire. We have been in an agreement and submitted the annual
121 reports required. The agreement has expired and they are seeking a renewal on the agreement.

- 122 ➤ **MOTION:** Council Member Scott Symond moved to approve the mayor to sign the Cooperative
123 Agreement with the Utah Division of Forestry, Fire, and State Lands. The motion was seconded by
124 Council Member Russell Smith. All were in favor, and the motion carried.
125

126 **f. Accept donation of BCFD#2 1972 Water Truck**

- 127 ➤ **MOTION:** Council Member Russell Smith moved to accept the donation of the 1973 Water Truck from
128 BCFD#2. The motion was seconded by Council Member Scott Symond. All were in favor, the motion
129 carried with Council Member Les Whitney abstaining.
130

131 Council Member Whitney reported there were a few things that needed to be removed from the truck
132 before delivery.
133

134 **g. Presentation of Uncollectable Utility Accounts**

City Recorder Seifers reported that there were no accounts to present for write-off. There is one account in collections that she would like to attempt through small claims court as the account holder still lives in the area.

h. Approval of MOU on 300 West and Center Street Project

➤ **MOTION:** Council Member Les Whitney moved to approve the MOU for the 300 West and Center Street Project. The motion was seconded by Council Member Terry Wiseman. All were in favor, and the motion carried.

i. Presentation of Spot Awards

Administrator Bealer presented three spot awards to the following employees:

Josie Thompson and Lisa Thompson – We had a company utilize our building for training and unfortunately, they left quite a mess. There was a residue left behind that spotted the floors as well as the chairs and tables. The company was willing to do what was needed to correct it but the mess needed to be cleaned. Josie and Lisa spent hours removing the residue from the flooring, tables, and chairs.

Derek Griffiths – Right before Memorial Day there was a visit planned with FORGE and they were going to be meeting at the library. The landscaping at the front of the library needed some attention. Derek jumped right in and made it happen on very short notice with a tight schedule.

➤ **MOTION:** Council Member Les Whitney moved to approve the spot awards for Josie Thompson, Lisa Thompson, and Derek Griffiths as presented. The motion was seconded by Council Member Terry Wiseman. All were in favor, the motion carried.

Old Business

a. 150th Celebration update

Administrator Bealer reported there were no updates.

b. Culinary Water Project update

Foreman Stewart reported that the Mineral Mountain Well was back online and is pumping at about half capacity. He will be increasing the capacity slowly. There are a few bugs that are being worked out on the SCADA system.

Ordinances and Resolutions

a. Resolution 04-2023 “Waiving Payment for Interfund Services”

➤ **MOTION:** Council Member Scott Symond moved to adopt Resolution 04-2023 “Waiving Payment for Interfund Services”. The motion was seconded by Council Member Russell Smith. Roll call votes were: Council Member Russell Smith – aye; Scott Symond – aye; Les Whitney – aye; and Terry Wiseman – aye. All in favor, motion carried.

b. Resolution 05-2023 “Setting Real and Personal Property Tax Rate”

➤ **MOTION:** Council Member Scott Symond moved to adopt Resolution 05-2023 “Setting Real and Personal Property Tax Rate”. The motion was seconded by Council Member Les Whitney. Roll call votes were: Council Member Russell Smith – aye; Scott Symond – aye; Les Whitney – aye; and Terry Wiseman – aye. All in favor, motion carried.

c. Resolution 06-2023 "URS Contribution"

- **MOTION:** Council Member Scott Symond moved to adopt Resolution 06-2023 "URS Contribution". The motion was seconded by Council Member Terry Wiseman. Roll call votes were: Council Member Russell Smith – aye; Scott Symond – aye; Les Whitney – aye; and Terry Wiseman – aye. All in favor, motion carried.

d. Resolution 07-2023 "Setting and Adjusting Approved Vendor List"

- **MOTION:** Council Member Scott Symond moved to adopt Resolution 07-2023 "Setting and Adjusting Approved Vendor List". The motion was seconded by Council Member Russell Smith. Roll call votes were: Council Member Russell Smith – aye; Scott Symond – aye; Les Whitney – aye; and Terry Wiseman – aye. All in favor, motion carried.

e. Resolution 08-2023 "Adopting Operating Budget FY 2023-2024"

- **MOTION:** Council Member Scott Symond moved to adopt Resolution 8-2023 "Adopting Operating Budget FY 2023-2024". The motion was seconded by Council Member Terry Wiseman. Roll call votes were: Council Member Russell Smith – aye; Scott Symond – aye; Les Whitney – aye; and Terry Wiseman – aye. All in favor, motion carried.

f. Resolution 09-2023 "Adjusting Compensation and Salaries FY 2023-2024"

- **MOTION:** Council Member Scott Symond moved to adopt Resolution 09-2023 "Adjusting Compensation and Salaries FY 2023-2024". The motion was seconded by Council Member Les Whitney. Roll call votes were: Council Member Russell Smith – aye; Scott Symond – aye; Les Whitney – aye; and Terry Wiseman – aye. All in favor, motion carried.

g. Resolution 10-2023 "Amending Operating Budget FY 2022-2023"

- **MOTION:** Council Member Scott Symond moved to adopt Resolution 10-2023 "Waiving Payment for Interfund Services". The motion was seconded by Council Member Terry Wiseman. Roll call votes were: Council Member Russell Smith – aye; Scott Symond – aye; Les Whitney – aye; and Terry Wiseman – aye. All in favor, motion carried.

Staff and Council Reports

- Attorney Kanell explained that the cooperative agreement is formed as a one-size-fits-all agreement and it doesn't truly fit all. Milford City does not have a fire department and we don't have range fires that would normally occur within our city boundaries so this is important for Les to let us know that the fire district is also in this same agreement. Les confirmed they were. Attorney Kanell explained that we (Milford City) are supposed to provide the first line of attack and we don't have the resources so we have to rely on the fire district. We have not had any trouble in the past but he wants the council to be aware of that. Les coordinates everything and makes it work, and he has done that. Administrator Bealer reported that the city entered into a MOU with the fire district. She will follow up with Les on the status of that agreement and if it needs to renew.
- Administrator Bealer reported that with the adoption of the budget, the raises will go into effect July 1. Staff, crew, and part-time employees will see the raises with the first payroll of July.

- 226 ➤ City Recorder Seifers reminded everyone the July 4th dance and the golf tournament would be
227 this upcoming Saturday with the Fun Run on Monday evening and the parade, park celebration,
228 and fireworks on Tuesday.
- 229 ➤ Foreman Stewart thanked the mayor and council, especially Council Member Spaulding, for the
230 diplomacy today and was glad they came to an understanding. Mayor Davis stated that went
231 both ways and we accept responsibility and just want to have a great working relationship
232 moving forward. It is water under the bridge, let's just move forward and have a big happy family.
233 We appreciate your time and effort this morning with the crew so thank you.
- 234 ➤ Council Member Whitney added that he knows the past few days have been very tough on the
235 employees and council and the mayor. He felt that everything worked out pretty good and at the
236 end of the day he is hoping we can move forward and have this be water under the bridge. He
237 felt it was a good move they took today and kudos to everybody for the hell they went through.
- 238 ➤ Council Member Wiseman thanked the crew and everybody.
- 239

240 **Meeting Adjournment** ~ *as there was no further business the meeting adjourned at 5:17 PM*

BUILDING INSPECTION AGREEMENT

This Agreement is made and executed this _____ day of _____, 20____, by and between BEAVER COUNTY, a county of the State of Utah, hereinafter referred to as "COUNTY", and Milford City, a municipal corporation of the State of Utah, hereinafter referred to as "CITY," and fully and entirely replaces any Building Inspector Agreements previously entered between the parties, to wit:

RECITALS

- A. Section 58-56-9, Utah Code Annotated (1953, as amended) and Section 15A-2-105, Adoption of State Construction Standards places responsibility for inspection of construction projects and enforcement of compliance with the provisions of the building codes on local political subdivisions which have jurisdiction over the project to issue permits for construction regulated under the codes.
- B. Section 58-56-9, Utah Code Annotated (1953, as amended) requires that all inspectors employed by a political subdivision of the State be licensed according to minimum license qualifications.
- C. These state mandates are very difficult for small communities in the State of Utah to comply with due to lack of sufficient revenue.
- D. COUNTY, employs duly licensed and qualified building inspectors to conduct its building inspection program in compliance with Utah law.
- E. CITY desires the assistance of COUNTY, to inspect construction within the territorial jurisdiction of CITY and COUNTY is willing to provide and allow such assistance as part of a county-wide building inspection program in return for CITY'S agreement to adopt an

applicable building ordinance, to obtain and maintain in effect a general comprehensive liability insurance policy, pay a fee as detailed herein, and to accept all liability for the inspection services.

WHEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby mutually agree as follows:

1. COUNTY BUILDING INSPECTION SERVICES: COUNTY agrees to provide the services of the county building inspector, to inspect all building construction within the territorial jurisdiction of CITY, and to enforce compliance with the provisions of all building codes applicable to said construction, in accordance with Section 58-56-9, Utah Code Annotated (1953, as amended). This agreement shall automatically renew annually on July 1st, unless terminated as provided herein.

2. INDEMNIFICATION BY CITY: As further consideration for the services described in Paragraph One (1), CITY hereby expressly agrees to indemnify, protect, save, defend and hold harmless, COUNTY, its building inspectors and it's elected officials, agents and employees, from any claim, lawsuit, or liability, in law or equity, resulting from or arising in any way, directly or indirect, from the providing of building inspection services described in Paragraph One (1) of this agreement, including, but not limited to, Court costs, Attorneys fees and damages for property damage, any loss, personal injury or death.

3. LIABILITY INSURANCE: As additional consideration for the services described in Paragraph One (1), CITY agrees that at all times during the term of this agreement, it will maintain a current Commercial General liability insurance policy naming COUNTY as additional insured, except for claims arising out of the sole negligence of the COUNTY, with

coverage limits of not less than One Million (\$1,000,000) Dollars, with an insurance company acceptable to COUNTY, and to provide COUNTY with a certificate evidencing that said insurance policy is in effect prior to COUNTY undertaking any inspection work pursuant to this agreement.

4. **PAYMENT FOR INSPECTION PROGRAM:** It is agreed that CITY will pay the amount of \$8,000.00 per year, as its share of the cost of the program, CITY hereby expressly agrees to pay COUNTY such amount in equal payments of \$2,000.00 per quarter. In addition, the COUNTY shall be entitled to 90% of the permit fee. The COUNTY'S permit proceeds shall be delivered to COUNTY by CITY together with the Monthly or Quarterly fee as described above.

5. **PRE-APPROVAL OF PROJECTS BY CITY:** It is expressly understood and agreed that CITY shall approve all proposed construction projects for conformity with CITY'S master plan for development, zoning plan, and all adopted ordinances of CITY and for feasibility in light of the availability of water and capacity of CITY'S wastewater and sewer systems.

6. **BUILDING PERMITS:** It is agreed that CITY and COUNTY shall establish a uniform cost for issuance of building permits, and CITY shall be the only entity authorized to issue building permits for construction located within the geographical boundaries of Milford City. CITY will also be responsible for filing all monthly reports required by the State of Utah relating to building permits and to send all monies to the State of Utah which are collected by CITY on behalf of the State of Utah.

7. **RIGHT TO CANCEL AGREEMENT:** It is expressly understood and agreed that this agreement may be terminated by either party, with or without cause, by provision of Thirty

(30) days written notice of termination to the other party hereto. Fees paid by CITY or due to COUNTY from CITY shall be prorated as of the effective date of termination.

8. CONTINUING RIGHT: It is agreed that at the expiration of the one-year term of this agreement, that this agreement will remain in effect based upon the same terms on a year to year basis, subject to both parties right to terminate as provided in paragraph 7.

9. UTAH LAW TO GOVERN: This agreement has been drawn and executed in the State of Utah. All questions concerning the meaning and intention of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah.

10. NUMBER AND GENDER: The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Agreement in accord with the manifest intention of the parties hereto. Likewise, if either the feminine, masculine or neuter gender should be one of the other genders, it shall be so treated.

11. PARAGRAPH HEADINGS: The paragraph headings used herein are for convenience only and shall not be considered in the interpretation of this agreement.

12. PARTIAL VALIDITY: If any portion of this Agreement shall be held invalid or inoperative, then insofar as is reasonable and possible:

- a. The remainder of the Agreement shall be considered valid and operative;
and
- b. effect shall be given to the intent manifested by the portion held invalid or inoperative.

13. WAIVER: The waiver by any party to this Agreement of a breach of any provision of the Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of the Agreement.

14. INTEGRATION: All agreements heretofore made in the negotiation and preparation of the Agreement between the parties hereto are superseded by and merged into this Agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments or modifications hereto except those in writing signed by the parties hereto.

15. ATTORNEYS FEES: In the event of a default by any party under the terms of this agreement, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue out of this Agreement or in pursuing any remedy provided hereunder by applicable law, whether such remedy is pursued by filing lawsuit or otherwise.

IN WITNESS WHEREOF, the parties affix their signatures on the day and year first above written.

Beaver County Commission, Chair

ATTEST:

Beaver County Clerk

ATTEST:

MILFORD CITY:

Milford City Council, Chair

Milford City Clerk

BUILDING INSPECTION AGREEMENT

This Agreement is made and executed this 3rd day of October, 1994, by and between BEAVER COUNTY, a county of the State of Utah, hereinafter referred to as "COUNTY", and Milford City, a municipal corporation of the State of Utah, hereinafter referred to as "City".

RECITALS

A. Section 58-56-8(1), Utah Code Annotated (1953, as amended) places responsibility for inspection of construction projects and enforcement of compliance with the provisions of the building codes on local political subdivisions which have jurisdiction over the project to issue permits for construction regulated under the codes.

B. Section 58-56-9, Utah Code Annotated (1953, as amended) requires that all inspectors employed by a political subdivision of the State be licensed according to minimum license qualifications.

C. These state mandates are very difficult for small communities in the State of Utah to comply with due to lack of sufficient revenue.

D. COUNTY, employs a duly licensed and qualified building inspector to conduct its building inspection program in compliance with Utah law.

E. City desires the assistance of COUNTY, to inspect construction within the territorial jurisdiction of City and COUNTY is willing to provide and allow such assistance as part of a county-wide building inspection program in return for City's agreement to adopt an applicable building ordinance, to obtain and

maintain in effect a general comprehensive liability insurance policy, pay a fee as detailed herein, and to accept all liability for the inspection services.

WHEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby mutually agree as follows:

1. COUNTY BUILDING INSPECTION SERVICES: COUNTY agrees to provide the services of the county building inspector, to inspect all building construction within the territorial jurisdiction of City, and to enforce compliance with the provisions of all building codes applicable to said construction, in accordance with Section 58-56-8, Utah Code Annotated (1953, as amended). This agreement shall continue for a period of Twelve (12) months from the date hereof, unless earlier terminated as provided herein.

2. INDEMNIFICATION BY City: As further consideration for the services described in Paragraph One (1), City hereby expressly agrees to indemnify, protect, save, defend and hold harmless, COUNTY, its building inspectors and its elected officials, agents and employees, from any claim, lawsuit, or liability, in law or equity, resulting from or arising in any way, directly or indirect, from the providing of building inspection services described in Paragraph One (1) of this agreement, including, but not limited to, Court costs, Attorneys fees and damages for property damage, any loss, personal injury or death.

3. LIABILITY INSURANCE: As additional consideration for the services described in Paragraph One (1), City agrees that at all times during the term of this agreement, it will maintain a current

comprehensive public liability insurance policy naming COUNTY as additional insured, with coverage limits of not less than One Million (\$1,000,000) Dollars, with an insurance company acceptable to COUNTY, and to provide COUNTY with a certificate evidencing that said insurance policy is in effect prior to COUNTY undertaking any inspection work pursuant to this agreement.

4. PAYMENT FOR INSPECTION PROGRAM: It is agreed that CITY will pay the amount of \$3,826.00 per year, as its share of the cost of the program, City hereby expressly agrees to pay COUNTY such amount in equal payments of \$956.50 per quarter or \$318.83 per month. This fee has been determined by COUNTY based on City'S percentage of the population of Beaver County, according to the most recent census. In addition both parties agree to share the actual building permit fees, minus the amount that must be sent to the State of Utah in a 60/40 ratio. CITY shall be entitled to 40% of the permit fee and COUNTY shall be entitled to 60% of the permit fee. The COUNTY'S 60% shall be delivered to COUNTY by CITY together with the Monthly or Quarterly fee as described above.

5. PRE-APPROVAL OF PROJECTS BY CITY: It is expressly understood and agreed that CITY shall approve all proposed construction projects for conformity with CITY'S master plan for development, zoning plan, and all adopted ordinances of CITY and for feasibility in light of the availability of water and capacity of City'S wastewater and sewer systems.

6. BUILDING PERMITS: It is agreed that CITY and COUNTY shall establish a uniform cost for issuance of building permits, and CITY shall be the only entity authorized to issue building

permits for construction located within the geographical boundaries of Milford City. CITY will also be responsible for filing all monthly reports required by the State of Utah relating to building permits and to send all monies to the State of Utah which are collected by CITY on behalf of the State of Utah.

7. RIGHT TO CANCEL AGREEMENT: It is expressly understood and agreed that this agreement may be terminated by either party, with or without cause, by provision of Thirty (30) days written notice of termination to the other party hereto. Fees paid by CITY or due to COUNTY from CITY shall be prorated as of the effective date of termination.

8. ADOPTION OF BUILDING ORDINANCE: As a pre-requisite for provision by COUNTY of the building inspection services described in Paragraph 1 of the Agreement, CITY hereby represents and agrees that it has officially, and in accordance with the applicable laws of the State of Utah, adopted a building Ordinance approved by and acceptable to COUNTY. A copy of CITY'S approved building Ordinance is attached hereto and incorporated herein by this reference as Exhibit "A".

9. NO CONTINUING RIGHT: It is agreed that no continuing right to utilize COUNTY'S building inspectors or other inspection services, shall be implied from the terms of this agreement, to extend beyond the limited term of this agreement.

10. UTAH LAW TO GOVERN: This agreement has been drawn and executed in the State of Utah. All questions concerning the meaning and intention of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah.

11. NUMBER AND GENDER: The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Agreement in accord with the manifest intention of the parties hereto. Likewise, if either the feminine, masculine or neuter gender should be one of the other genders, it shall be so treated.

12. PARAGRAPH HEADINGS: The paragraph headings used herein are for convenience only and shall not be considered in the interpretation of this agreement.

13. PARTIAL VALIDITY: If any portion of this Agreement shall be held invalid or inoperative, then insofar as is reasonable and possible:

- A. The remainder of the Agreement shall be considered valid and operative, and,
- B. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

14. WAIVER: The waiver by any party to this Agreement of a breach of any provision of the Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of the Agreement.

15. INTEGRATION: All agreements heretofore made in the negotiation and preparation of the Agreement between the parties hereto are superseded by and merged into this Agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments or modifications hereto except those in writing signed by the parties hereto.

16. ATTORNEYS FEES: In the event of a default by any party under the terms of this Agreement, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue out of this Agreement or in pursuing any remedy provided hereunder by applicable law, whether such remedy is pursued by filing lawsuit or otherwise.

IN WITNESS WHEREOF, the parties affix their signatures on the
day and year first above written.

BEAVER COUNTY:


GARY O. SULLIVAN, Chairman
Beaver County Commission

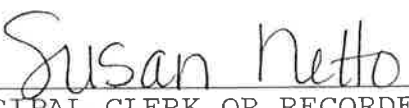
ATTEST:


COUNTY CLERK

City:


Mayor

ATTEST:


MUNICIPAL CLERK OR RECORDER



State of Utah

SPENCER J. COX
Governor

DEIDRE HENDERSON
Lieutenant Governor

Department of
Environmental Quality

Kimberly D. Shelley
Executive Director

DIVISION OF DRINKING WATER
Tim Davis
Director

Drinking Water Board

Kristi Bell, Chair
Eric Franson, P.E., Vice-Chair
Dawn Ramsey
Justin Maughan
Robert Rolfs
Jeff Coombs
David O. Pitcher
Blake Tullis, Ph.D.
Kimberly D. Shelley
Tim Davis
Executive Secretary

July 05, 2023

Makayla Bealer
PO Box 69
Milford, Utah 84751

mbealer@milford.utah.gov

Subject: **Planning Grant Agreement;** Milford City Water System, System #01003, SRF
#3F1998P

Dear Makayla Bealer:

On July 3, 2023, the Assistant Executive Secretary to the Drinking Water Board authorized a planning loan of \$90,000 with \$90,000 in principal forgiveness to the Milford City Water System to prepare a lead service line inventory in accordance with federal requirements.

This financial assistance was authorized subject to the availability of funds. The assistance represented by this authorization will be funded from the proceeds of the Federal Infrastructure Investment and Jobs Act's Lead Service Line Replacement funds to the State of Utah. Under the law, federal funds are to be made available to the State by way of authorized draws on a letter of credit over the period of the Project. Therefore, this authorization is expressly subject to the continued availability of federal funds through the IIJA LSL appropriation, and the letter of credit related thereto. Neither the Board nor the State of Utah shall be bound by this authorization or by any obligation to provide further funding if the Infrastructure Investment and Jobs Act's Lead Service Line Replacement funds to which this authorization relates are not awarded or if payments under the letter of credit are withheld for any reason.

The authorized financial assistance will be available to the recipient after the Planning Principal Forgiveness Agreement is completed, submitted to, and approved by the Division. Furthermore, funds will only be available on a reimbursement basis. The recipient's contractor will complete work on the project and will submit reimbursement forms and supporting documentation to the recipient for review and approval. The recipient will then submit the documents to the Division for review and reimbursement. The Division will accept no more than four reimbursement requests during this project.

Contract #	
SRF #	<u>3F1998P</u>
Amount:	<u>\$90,000</u>
Recipient:	<u>Milford City Water System</u>
Tax ID #	<u>87-6000247</u>

PLANNING PRINCIPAL FORGIVENESS AGREEMENT

LEAD SERVICE LINE INVENTORY

DRINKING WATER STATE REVOLVING FUND

STATE OF UTAH

Department of Environmental Quality
Drinking Water Board

This principal forgiveness agreement is entered into by and between the State of Utah, Department of Environmental Quality, Drinking Water Board (hereinafter the "BOARD") and

Milford City Water System

an applicant for principal forgiveness under the Drinking Water Board provisions contained in R309-705 of the Utah Administrative Code as authorized by Utah Code Title 73, Chapter 10c (hereinafter the "RECIPIENT"). Pursuant to the provisions of the Statute, and the powers and functions of the Drinking Water Board, the BOARD hereby finds and determines, based upon the formal application of the RECIPIENT, the evidence provided by the RECIPIENT to the BOARD and its staff, and information developed by the BOARD in its own investigations and at the hearings on the application of the RECIPIENT, the following, that:

1. The RECIPIENT is eligible for financial assistance pursuant to the Safe Drinking Water Act Section 1452 42 USCA 300j et seq.
2. The BOARD has determined that principal forgiveness is necessary to determine the economical feasibility of the proposed Project as described hereafter as Exhibit-1.
3. The RECIPIENT has been authorized by the BOARD pursuant to Section R309-705 of the Utah Administrative Code and as authorized by Utah Code Title 73-10c-4 to receive principal forgiveness.

Based upon these findings, the BOARD is authorized and empowered to, and does hereby, enter into the following agreement with the RECIPIENT.

GENERAL PROVISIONS

1. The BOARD shall provide the RECIPIENT the amount of \$90,000 (PRINCIPAL FORGIVENESS AMOUNT) for the completion of the Project as described in Exhibit-1, Work Description and Cost Breakdown.
2. The RECIPIENT shall complete the Project described in Exhibit-1, Work Description and Cost Breakdown. If work on the Project is not completed by _____, this principal forgiveness may be canceled by written notice from the BOARD to the RECIPIENT. No work completed after receipt of the notice shall be reimbursable.
3. The RECIPIENT shall notify the BOARD in writing of any proposed modifications to the Project which alters Exhibit-1, Work Description and Cost Breakdown. If such notification is not received, the cost of the proposed modification will be disallowed.
4. The PRINCIPAL FORGIVENESS AMOUNT shall be deposited with other funds necessary to complete the Project into a supervised escrow account at the time this principal forgiveness agreement is executed. All disbursements from the escrow account must be reviewed and approved in advance by the RECIPIENT and the BOARD. Upon completion of the Project unused principal forgiveness funds which remain in the escrow account must be returned to the BOARD. Funds returned as surplus to the BOARD shall be applied as a reduction of the PRINCIPAL FORGIVENESS AMOUNT.
5. The RECIPIENT shall comply with all laws which normally govern its affairs in regard to contracts, fiscal procedures and procurement procedures.
6. The RECIPIENT shall indemnify and hold harmless the State of Utah, the Department of Environmental Quality, the Division of Drinking Water, the BOARD and their officers, agents and employees from and against any and all loss, damage, injury, liability, and claims, 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 principal forgiveness agreement by the RECIPIENT, or the operations of the Project and the culinary water system for which this Project is a part including attorneys fees and costs in the investigation or defense of any claim, whether or not the claim has merit.
7. The RECIPIENT shall be an independent contractor, and, as such, shall have no authorization, express or implied, to bind the State of Utah, the Department of Environmental Quality, the Division of Drinking Water, or the Drinking Water Board 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.

8. RECIPIENT expenditures under this principal forgiveness agreement determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the agreement, or that are inadequately documented, and for which payment has been made to the RECIPIENT will be immediately refunded to the BOARD by the RECIPIENT upon written demand of the BOARD. The RECIPIENT further agrees that the BOARD shall have the right to withhold any or all subsequent payments under this or other contracts to RECIPIENT until recoupment of overpayment is made.
9. This principal forgiveness agreement may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this agreement. No claim for services furnished by the RECIPIENT, not specifically authorized by this agreement will be allowed by the BOARD.
10. If it is determined that in any manner the principal forgiveness agreement was improperly made or entered into, or if the monies are or were used improperly or contrary to the terms of this agreement, the RECIPIENT shall pay to the BOARD the amount of all monies and benefits received by the RECIPIENT from the BOARD.
11. The RECIPIENT agrees, in accepting the proceeds, to comply with all applicable state and federal regulations related to the Utah State Revolving Fund administered by the Drinking Water Board. These requirements include, but are not limited to, Title XIV of the Safe Drinking Water Act of 1996, OMB Circular A-133, the Utah Federal State Revolving Fund Program (R309-705 of the Utah Administrative Code), the Utah Money Management Act, the Utah Procurement Code and the State of Utah Legal Compliance Audit Guide.
12. The RECIPIENT agrees to submit with each reimbursement request sufficient documentation, as defined on the reimbursement request forms, to fully define the amount of work completed and the location where the work was completed to verify that the subsidy provided by the BOARD through this agreement was applied to disadvantaged communities or disadvantaged areas within the RECIPIENT'S service area.

EXECUTION

NOW, THEREFORE, by virtue of the authority contained in Utah Code Title 73, Chapter 10c, as amended, the parties hereto mutually agree to perform this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 20____. This contract will take effect upon approval as evidenced by the appropriate signatures.

RECIPIENT

Milford City Water System
PO Box 69
Milford, Utah 84751

By: _____
Date: _____
Makayla Bealer
City Admin/Treasurer

By: _____
Date: _____

STATE

APPROVED - DRINKING WATER BOARD

By: _____
Date: _____
Michael J. Grange, P.E.
Assistant Executive Secretary

APPROVED - DIVISION OF FINANCE

By: _____
Date: _____

JURAT

STATE OF UTAH

)

:ss

COUNTY OF: BEAVER

)

On this _____ day of _____, 20____, personally appeared before me Makayla Bealer and _____, who being by me duly sworn did say they are the duly authorized City Admin/Treasurer and _____ respectfully, of Milford City Water System, a political subdivision of the State of Utah or a Utah Corporation, and that the foregoing instrument was signed in behalf of said political subdivision or corporation by authority of a motion of its governing body passed on the _____ day of _____, 20____, and said persons acknowledged to me that said political subdivision or corporation executed the same.

Notary Public, residing at:

Date: _____

My Commission Expires:

Exhibit No. 1

WORK DESCRIPTION & COST BREAKDOWN

Milford City Water System

PRINCIPAL FORGIVENESS

PROJECT DESCRIPTION

Milford City Water System has requested and been approved for principal forgiveness from the Drinking Water Board. This principal forgiveness is for the cost of completing a Lead Service Line Inventory. To partially fund this work, the Board authorized a planning loan with 100% principal forgiveness of \$90,000 to Milford City Water System.

SCOPE OF WORK

(Please attach a copy of the scope of work)