Subject: Public Input 9/5 Meeting
Date: Tuesday, September 5, 2023 at 9:45:20 AM Mountain Daylight Time
From: Richard J. Miller
To: Interlaken Clerk
CC: Vero Miller (vero.ines.miller@gmail.com)

Hi Bart,
Could you please present to the Council the following public input.

Dear Mayor and Council members,
St Moritz Rd at the point it turns off to the end where we and the Hawkins live is becoming so overgrown with Rabbit Brush and Scrub oak, that we can barely pass. Last winter Dave had a hard time keeping us open as there was nowhere to store snow in that area. Can we please request this area of road be cleaned up in the town's right of way. It is a safety hazard in the event of a wildfire and our only way out. In addition, we have a lake St Moritz that forms every time it rains or snows in that area as well. It takes one to two days to eventually sink back into the ground but is becoming more and more of a nuisance. The road is covered with mud buildup. Can the town please look at mitigating this condition?
Thank you,
Rich and Vero Miller
253 St Mortiz Rd
Lot 168
435-901-2014

Richard J. Miller
Sr. Loan Officer **NMLS:** 234159
p: 435-649-6660 **m:** 435-901-2014
f: 435-649-6689
e: richm@greatlender.com

2029 Sidewinder Drive, Suite 200, Park City, UT 84060
Company NMLS #74889
www.greatlender.com

Securely Send Me Large Documents

IMPORTANT WIRE FRAUD NOTICE: We NEVER send wire instructions to our clients. Cyber criminals are hacking e and sending emails with fake wiring instructions. These emails are convincing and sophisticated. ALWAYS independe wiring instructions in person or with a phone to your loan officer. NEVER wire money without double-checking that the instructions are correct.

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Subject: Construction vehicles on Interlaken Drive
Date: Tuesday, September 5, 2023 at 1:45:57 PM Mountain Daylight Time
From: H Macdaniel Ball
To: Bart Smith

Hi Bart,
I continue to see many dump trucks and other large vehicles using Interlaken Drive to access the reserve.
Today there are at least 12 concrete trucks, all using a Interlaken Drive.
Regards, H

Interlaken Town RMA Agreements – BHR and The Reserves

<u>Cost Sharing Calculation</u>

BHR – shares road maintenance and improvement expenses for all Interlaken roads factored by:

- Percentage of shared road surface area of total Interlaken road system surface area
- Factored by # BHR developed lots/# Interlaken developed lots
- # developed lots is set annually on June 30th

The Reserves – shares road maintenance expenses only on the shared portion of Interlaken Drive and factored by:

- Factored by # Reserves developed lots/# Interlaken developed lots
- # developed lots is set annually on November 30th

Early Calculations

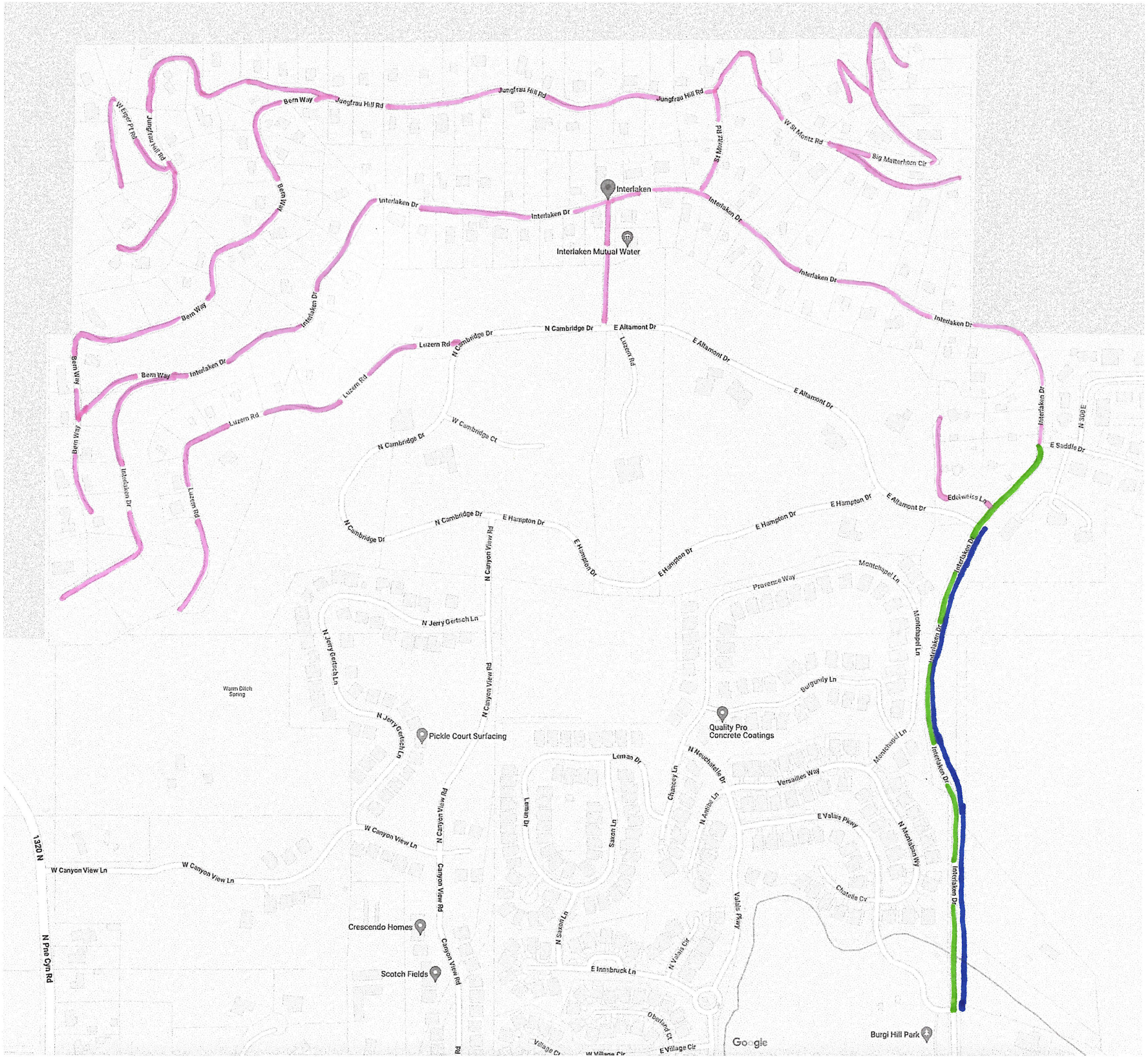
As of 7/19/23 the total road maintenance expenses, for all Interlaken roads, is $394,152.
6/30/23 - The # of developed lots in BHR is 41.
11/30/22 – The # of developed lots in The Reserves was 5.
9/5/23 – The # of developed lots in The Reserves is 11.

Rough calculations indicate the following contributions:
BHR - $13,000
The Reserves < $1,000

Next Steps

The town is working with TO Engineers (Ardurra) to get accurate road surface area numbers to complete the BHR contribution calculation.

Prepare billing for BHR and The Reserves, including an accounting of all expenses since the onset of the agreements.



Interlaken Roads

Shared BHR Road

Shared Reserves Road

DEVELOPMENT ACCESS AND ROAD MAINTENANCE AGREEMENT
ZENGER LAND DEVELOPMENT

This Development Access and Road Maintenance Agreement ("**Agreement**") is entered into as of the last date signed below, by and between THE RESERVE AT MIDWAY HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation (the "**Association**"), MVWATTS, LLC, a Utah limited liability company (the "**Developer**"), and INTERLAKEN TOWN, a political subdivision of the State of Utah (the "**Town**"), and the BURGI HILL HOME OWNERS ASSOCIATION ("**Burgi Hill HOA**"). The Association, the Developer, the Town, and Burgi Hill HOA are sometimes referred to herein as "**Parties**" and individually as a "**Party**."

RECITALS

A. WHEREAS, the Association is an association of homeowners of The Reserve at Midway Development (the "**Development**") located within the boundaries of Midway, Utah, the approximate area of which Development is identified on Exhibit A attached hereto;

B. WHEREAS, the Developer is processing entitlements and approvals for the Development, a conceptual plan of which Development is attached hereto as Exhibit B;

C. WHEREAS, Interlaken Drive is a private road partially located within the Town, the relevant portion of which road is owned by the Town as the successor in interest of the Interlaken Mutual Water Company;

D. WHEREAS, the Development will have access for ingress and egress onto Interlaken Drive as generally depicted on Exhibit C attached hereto;

E. WHEREAS, the Town has entered into an Interlaken Drive Shared Maintenance Agreement with the Burgi Hill Ranches Home Owners Association ("**Burgi Hill HOA**") dated November 15, 2018 (the "**Burgi Hill HOA Agreement**") providing for the sharing of maintenance cost for a portion of Interlaken Drive, a copy of the Burgi Hill HOA Agreement is attached as Exhibit F;

F. WHEREAS, the Town, Burgi Hill HOA, and Murano Village L.L.C., an expired Utah limited liability company ("**Murano**") entered into a "**Use Agreement**" and a related "**Road Maintenance Agreement**" in 2007. Murano is defunct entity with no interest in the Development;

G. WHEREAS, the Town submitted a letter dated February 25, 2013 to Murano declaring the Use Agreement and Road Maintenance Agreement as null and void and of no further legal force and effect.

H. WHEREAS, the Town has requested that the Association undertake a new agreement to share the maintenance costs related to a portion of Interlaken Drive as provided in

this Agreement, and the Association has agreed to share such costs on the terms set forth in this Agreement; and

I. WHEREAS, the Association, the Developer and the Town also desire to enter into certain other agreements regarding access to the Development for construction traffic, for ingress and egress, and for the realignment of Edelweiss Lane as further detailed in this Agreement.

J. WHEREAS, this Agreement shall annul and supersede any and all previously adopted agreements between the Town and any individual or entity their predecessors, assigns, or other parties in interest that are inconsistent with the terms of this Agreement. However, this Agreement shall not extinguish, modify, or impair in any way the easements, or the rights of access, ingress, and/or egress as set forth and agreed upon in the Stipulated Judgment in District Court Case No. 9905000666 (the "Freedom Agreement").

NOW THEREFORE in consideration of the mutual promises of the Parties set forth herein, the sufficiency and receipt of which is hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. **Shared Portion of Interlaken Drive**. It is understood that the portion of Interlaken Drive that is subject of this Agreement is identified as (a) beginning at the northeastern boundary of the Development that is adjacent to Interlaken Drive thence south to (b) the point approximately 1000' feet north of Burgi Lane (1050 North) where Interlaken Drive intersects with East Valais Parkway (i.e., the City of Midway road boundary), as generally depicted on Exhibit D (the "**Shared Road**").

2. **Pro-Rata Share Calculation**. The Association shall pay its Pro-Rata Share of maintenance costs for the Shared Road. The Association's "**Pro-Rata Share**" shall be calculated by dividing (a) the number of developed lots within the Development by (b) the combined total number of developed lots existing within the (i) Development, (ii) the Town and (iii) the Burgi Hill Ranches subdivision ("**Burgi Hill Ranches**").

> For example: As of December 31, 2021, (a) the total number of developed lots in the Town is or will be 145 and (b) total number of developed lots in Burgi Hill Ranches is or will be 35. Assuming that the total number of developed lots in the Development is 48 (with 26 developed lots included in phase 1 of the Development and 22 developed lots included in phase 2 of the Development) , the Association's Pro-Rata Share of the maintenance costs for the Shared Road would be 21.3% (rounded to the nearest 1/10% for convenience in calculation). Thus, if the total annual maintenance costs for the Shared Road is $10,000.00, the Association's Pro-Rata Share would be $2,130.00. If the Town performs maintenance and/or repairs on portions of the road that are located entirely within its jurisdictional boundaries, it shall be solely responsible for the maintenance and repair costs performed entirely within its jurisdictional boundaries.

3. **Payment of Pro-Rata Share**. Subject to Section 4, the Parties agree that the Association shall be responsible for paying the Association's Pro-Rata Share of the Shared Road

Percentage within 30 days of receiving an invoice for such maintenance costs together with a calculation of such invoice amount, including the total Shared Road maintenance costs, the total number of developed lots in the Town and the total number of developed lots in Burgi Hill Ranches. For purposes of this Agreement, "**Maintenance Costs**" shall include regular road maintenance, resurfacing, repair, weed abatement, snow removal, or any other regular services performed on Town public roads by employees of the Town or by independent third-party service providers charging customary rates.

4. **Report and Review of Maintenance Costs**. Following the receipt of an invoice for maintenance costs, the Association shall have the right to review, during regular business hours of the Town, the records of Maintenance Costs of the Town to verify the Association's Pro Rata Share payable pursuant to this Agreement. The Association shall give the Town at least 10 days' prior written notice of such review. The Association shall pay all of the Association's expenses of such review. Such review shall be completed by the Association within 60 days of receipt of the applicable invoice and payment of such invoice shall be made within 30 days of the completion of the review by the Association.

5. **Certification of Developed Lots**. The Parties hereby certify that the number of lots for the Town and Burgi Hill Ranches, and the expected number of lots for the Development, as stated in Section 2, are accurate as of the date of this Agreement and the Parties acknowledge that the number of developed lots may change for any such Party in the future which may cause a change in the Pro-Rata Share from year to year. The Association and the Town agree that they will recertify the number of lots on November 30th annually hereafter. The Association and the Town shall include in such certification only lots for which a building permit for a residential structure has been issued prior to the annual November 30th recertification.

6. **Maintenance and Improvements Committee**. Pursuant to the Burgi Hill HOA Agreement, the Burgi Hill HOA and the Town have formed a committee to evaluate annually the necessary maintenance and improvements required for the Shared Road (the "**Committee**"). Such maintenance and improvements shall include, but not be limited to, snow removal, resurfacing, weed abatement, and shoulder and road maintenance and repair for the entire width of the road right of way. The Town shall expand and revise the committee to include the following: three members from the Town, one member from the Association or the Developer, as applicable, and one member from the Burgi Hill HOA.

7. **Future Road Improvements Fund.** In addition to the Pro-Rata Share of Maintenance Costs of the Shared Road, the Parties agree that a capital improvement fund will be established to reserve money to eventually rebuild the Shared Road as needed. The Committee will determine the reasonable annual amount to set aside for the future capital improvements for the Shared Road and the Association, the Town and Burgi Hill HOA all agree to pay its Pro-Rata Share of such capital reserves.

8. **Mutual Cooperation**. As part of this Agreement, the Parties agree to mutually cooperate toward the goal of transferring ownership of the Shared Road portion of Interlaken Drive to the City of Midway or Wasatch County, or any other public entity, in which event Sections 1 through 7 of this Agreement would terminate as to any future Maintenance Costs or capital costs of the Shared Road. In addition, the Parties will mutually cooperate to facilitate requiring any new

developer(s) who may use or benefit from any portion of the Shared Road to access any new development to become a party to an agreement providing for the pro rata sharing of maintenance costs, including those related to the Shared Road, on terms substantially similar to this Agreement.

9. **Access and Construction Traffic for Development**. During construction of the Site Work in or at the Development ("Construction Traffic"), the Developer agrees to use commercially reasonable efforts to cause construction traffic for the Development to use Canyon View Road as the primary access for trucks and other construction vehicles. Such efforts shall include, but not be limited to, directing the Developer's contractors in writing to use Canyon View Drive as the primary access point and posting signs within the Development directing contractor and construction traffic to use Canyon View Road. Failure by the Developer, the Developer's contractors, assigns, heirs, successors in interest, or any other party involved with the construction of the Site Work within the Development to use Canyon View Road for Construction Traffic shall result in a $50 fine per occurrence. The fines shall be paid to the Town and set aside in an account to be used for the maintenance and upkeep of the shared portion of Interlaken Drive. The Town shall provide notice to the Developer within seven (7) days of each occurrence including photographic evidence, and the date and time of the occurrence. The Developer, Association and Town agrees to work together to eliminate Construction Traffic on Interlaken Drive. As a courtesy, the Town or the Committee shall provide one (1) warning per calendar month to the Developer or Association of a Construction Traffic violation.

Construction Traffic shall be defined as any and all vehicles used for transporting construction materials including but not limited to: grading, utilities, excavation, concrete, site preparation activities ("Site Work"), including but not limited to track vehicles and all vehicles with a gross volume weight in excess of 10,000 pounds. This includes but is not limited to trucks used for carrying concrete, asphalt, soil, sand, gravel, drywall, lumber, bricks, heavy equipment, etc., during the Site Work phases of the Development, including the construction of individual homes.

The Developer agrees to place a sign at the entrance of Interlaken Drive stating "All The Reserve at Midway Development delivery and construction vehicles over 10,000 pounds must use Canyon View Drive. Violators will be fined $50 per occurrence."

If the Developer or the Developer's contractors fail to use Canyon View Road as the primary access for Construction Traffic, the Town and Burgi Hill HOA shall be entitled to recover the actual costs of damage caused to Interlaken Drive from construction traffic. The Developer shall include notice of the $50 fine to its contractors working on the Development.

The Association shall also require Construction Traffic for individual homesites to use Canyon View Road as the primary access. The Developer shall include notice of the $50 fine to its contractors working on the Development. Additionally, the Association shall notify owners of individual homesites ("Individual Owners") of the $50 fine within the governing document of the Association. The Individual Owners are required to comply with the access and Construction Traffic requirements of this provision and will be responsible for notifying their contractors of the requirement to use Canyon View Drive for all Construction Traffic. The Association shall be responsible for ensuring that the Individual Owners comply with the requirements of this provision and shall be responsible for any and all fines incurred by the Individual Owners for violating the terms of this provision.

The Parties all acknowledge that there will be incidental work, grading and traffic on Interlaken Drive at the entryway to the Development and that the intersection of the Development road and Interlaken Drive will be finished in a professional manner at the completion of the Development.

This provision shall apply to the Developer, the Developer's contractors, assigns, heirs, successors in interest, or any other party involved in the construction of the Development, including the Individual Owners and the contractors hired to construct the individual homes within the Development.

10. **Inspection**. The Committee shall inspect Interlaken Drive before construction of the Development commences. The Committee shall inspect Interlaken Drive during and after construction to determine if the Developer's construction traffic is damaging, or has damaged, Interlaken Drive in a material way, normal wear and tear excepted. The Committee shall notify the Developer within 30 days after it observes any material damage to Interlaken Drive.

11. **Town Access to Canyon View Road through the Development via Luzern Road**. As part of the Development, the Developer shall construct an access road from Luzern Road to the Development roads ("**Access Road**"). The location of the Access Road has not been determined, but will be in the general area as depicted in Exhibit E. The Access Road will be constructed of asphalt. The Access Road shall be constructed to the same width as Luzern Road, or such width as is required to allow emergency and other vehicles providing municipal services to access the Town via the Access Road. The Development may also install roadside landscaping, signs, and speed bumps to discourage traffic from Town residents. The Town, Developer, and Association acknowledge that the roads within the Development will be private roads. The Town commits to use reasonable efforts to discourage its residents from using the roads within the Development. The Association will post signs discouraging the use of Development roads.

12. **Permanent Easement.** The Developer hereby grants to the Town a permanent easement for access from Luzern Road across the Access Road and onto the private roads of the Development for ingress and egress (the "Permanent Easement"). The Permanent Easement shall supersede any existing recorded interests and/or prescriptive or other easements, that the Town may have through, or into, the Development. In consideration of the foregoing, the Developer and/or the Association agree to prepare and record a Permanent Easement granting the Town permanent access from Luzern Road across the Access Road and through the Development onto Canyon View Road. The Developer shall also identify the Permanent Easement on any and all recorded plat(s) of the Development.

13. **Edelweiss Lane Realignment**. As part of the Development, the Town and the Developer agree that Edelweiss Lane will be realigned. Concurrent with submitting any plans to Midway City, or any other entity, for the realignment of Edelweiss Lane, the Developer has or shall present the proposed realignment to the Town for its review and approval of any proposed realignment of Edelweiss Lane. Depending on final plans approved by the City of Midway, either (a) the Town residents residing on Edelweiss Lane shall be required to access Edelweiss Lane through the Development or (b) a portion of Edelweiss Lane will be realigned to serve these residents. The cost of realignment shall be borne by the Developer; however, the Town will be required to maintain the realigned Edelweiss Lane (including snow removal) for accessing their

homes located within the Town. In event the Town's residents access their properties through the Development the Town shall not be responsible for maintaining the roads located within the Development. In the event that the Town's residents enter through the Development, nothing in this Agreement shall be interpreted to affect the private nature of the roads within the Development or be deemed to grant access thereto for any other purposes. Exhibit C presents a concept plan for the Interlaken Drive access to the Development and the Edelweiss Lane realignment. The Town approves the concept plan as a possible realignment option.

14. **No Conflict with Other Agreements**. Each of the Association, the Developer and the Town represent and warrant to the other Parties that this Agreement does not conflict with or create a default under any other agreement by which such Party is bound. Specifically, the Town and Burgi Hill HOA represent and warrant to the Association and the Developer that (a) this Agreement complies with the terms of the Burgi Hill HOA Agreement and (b) that the Use Agreement and Road Maintenance Agreement with Murano have been terminated and are not binding on any Party hereto. This Agreement shall not extinguish, modify, or impair in any way the easements, or the rights of access, ingress, and/or egress as set forth and agreed upon in the Stipulated Judgment in District Court Case No. 9905000666 (the "Freedom Agreement").

15. **Mutual Release of Claims.** For good and valuable consideration as described above, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties hereby irrevocably, unconditionally, and mutually release, acquit, and forever discharge one another and their respective owners, officers, directors, shareholders, managers, members, employees, agents, representatives, predecessors-in-interest, successors-in-interest, parent and affiliated companies, insurers, sureties, and attorneys from any and all claims, liabilities, actions, causes of action, suits, demands, rights, losses, damages, loss of earnings, punitive damages, costs, expenses, and compensation of any nature whatsoever, whether based on tort, strict liability, warranty, contract, statute, common law, insurance, insurance policies, insurance coverage, breach of the implied covenant of good faith and fair dealing, or other theory which the Parties have or have not or which may hereafter accrue on account of, resulting from, or in any way arising out of events, agreements, disputes, actions or inactions prior to the execution of this Agreement. The Parties understand and agree that this is a global and general release and settlement as of the date hereof.

16. **Notices**. Any notices and payments under this Agreement or in connection herewith shall be given at the following addresses:

If to Interlaken:

Interlaken Town Clerk
P.O. Box 1256
Midway, UT 84049
Phone: 435-565-3812
Email: InterlakenClerk@gmail.com

If to the Association:

The Reserve at Midway Homeowners Association
c/o Watts Enterprises
5200 South Highland Drive, Suite 101
Salt Lake City, UT 84117
Phone: 801-272-7111
Email: russ@wattsliving.com

If to the Developer:
MVWatts, LLC
c/o Watts Enterprises
5200 S. Highland Drive, Suite 101
SLC, UT 84117
Phone: 801-272-7111
Email: russ@wattsliving.com

If to Burgi Hill HOA:
[TBD]
Midway, UT 84049
Phone:
Email:

Such notices and payments shall be deemed given and delivered to the Party entitled thereto when hand delivered or, if mailed, upon receipt. All notices shall be in writing and, if mailed, shall be sent via United States Certified Mail, return receipt requested, properly addressed and postage fully prepaid. Copies of all notices shall also be provided via email. Any Party may change its address for notices and payments by providing written notice to the other Parties as provided in this Section.

17. **Entire Agreement; Amendment**. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement. All prior negotiations and discussions are merged herein as expressed by the written terms set forth herein, and/or in any Exhibits identified herein, which Exhibit are incorporated herein by reference. This Agreement may not be modified, changed or altered in any way except in a writing signed by the Parties or their authorized representatives, which sets forth the changes to be made, and the intent of the Parties to modify or amend this Agreement. Notwithstanding the foregoing, after the initial sale of all of the units or lots in the Development, the Developer's consent shall not be required to amend or modify this Agreement prospectively with respect to provisions that do not materially affect the rights or liabilities of the Developer.

18. **Governing Law; Attorneys' Fees; Severability**. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to the principles of conflicts of laws. By executing this Agreement, all Parties hereto agree to submit to the exclusive jurisdiction of and agree to the venue of the courts of the State of Utah, whether state courts or federal courts located in the State of Utah. The Parties hereto agree not to bring any action in any court of law located outside the State of Utah. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions hereof shall nevertheless remain effective and shall be in force to the fullest extent permitted by applicable law. The successful Party to any action arising in connection with the enforcement of this Agreement shall be awarded its costs and reasonable attorneys' fees.

19. **Assignment; Successors**. This Agreement shall inure to and bind the successors, assigns, heirs, devisees, executors, administrators, and personal representatives of the respective Parties hereto. Each of the Association's and the Developer's rights under this Agreement shall be fully assignable to any successor in interest to any portion of the Development, including purchasers of individual lots within the Development and the contractors hired to construct the individual lot owner's homes.

20. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed original, but such counterparts shall together constitute one and the same Agreement. Facsimile or pdf format signatures in one or more counterparts of this Agreement shall be binding. All signatures shall be deemed effective as of the date below.

21. **Interpretation and Drafting Presumptions**. Unless the context requires otherwise, all words used in this Agreement in the singular number shall extend to and include the plural, all words in the plural number shall extend to and include the singular and all words in any gender shall extend to and include all genders. Each of the Parties understands, acknowledges and agrees that each of the Parties hereto has contributed to the drafting of this Agreement, and no provision hereof shall be construed against any Party hereto as being the draftsman thereof. This

Agreement shall therefore be construed without regard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted. If any words or phrases in this Agreement shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Agreement shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Agreement and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated. Captions in this Agreement are for convenience only and are not intended to affect any provisions of this Agreement.

22. **Third Parties**. Each of the Parties understands, acknowledges and agrees that no rights or interests whatsoever are given by this Agreement to any third party that is not a Party of this Agreement other than successors and permitted assigns.

23. **Recordation.** No later than ten (10) days after this Agreement has been executed by the Parties, it shall be recorded in its entirety, at the Developer's expense, in the Official Records of Wasatch County, Utah.

24. **Further Assurances; Cooperation of Parties**. The Parties hereto agree to execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all documents or instruments reasonably requested by any other Party in order to complete the transactions contemplated hereby and to effectuate the terms, conditions, covenants, provisions, intents and purposes of this Agreement. The Parties acknowledge and agree that the obligations and benefits of this Agreement run with the land and are both a benefit and burden to the real properties represented by each of the Parties hereto.

25. **Voluntary Agreement**. Each Party acknowledges that it has voluntarily entered into this Agreement. Each of the Parties has read, understands and approves the same after receiving or having the opportunity to receive the advice of counsel.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is executed as of the last date shown below.

BY THE TOWN:

Interlaken Town

By: _____
Its: Mayor

Date: 10/29/2020

BY THE ASSOCIATION:

The Reserve at Midway Homeowners Association, Inc.

By: _____
Its: PRESIDENT

Date: 10/29/20

BY BURGI HILL HOA

_____

By: SCOTT TARGOS
Its: PRESIDENT

Date: 10/31/2020

BY THE DEVELOPER

MVWatts, LLC

By: W&W MIDWAY, LLC
Its: Manager

By: _____
Name:

Its: MANAGER

Date: 10/29/20

EXHIBIT A

Development Boundaries (Approximate)

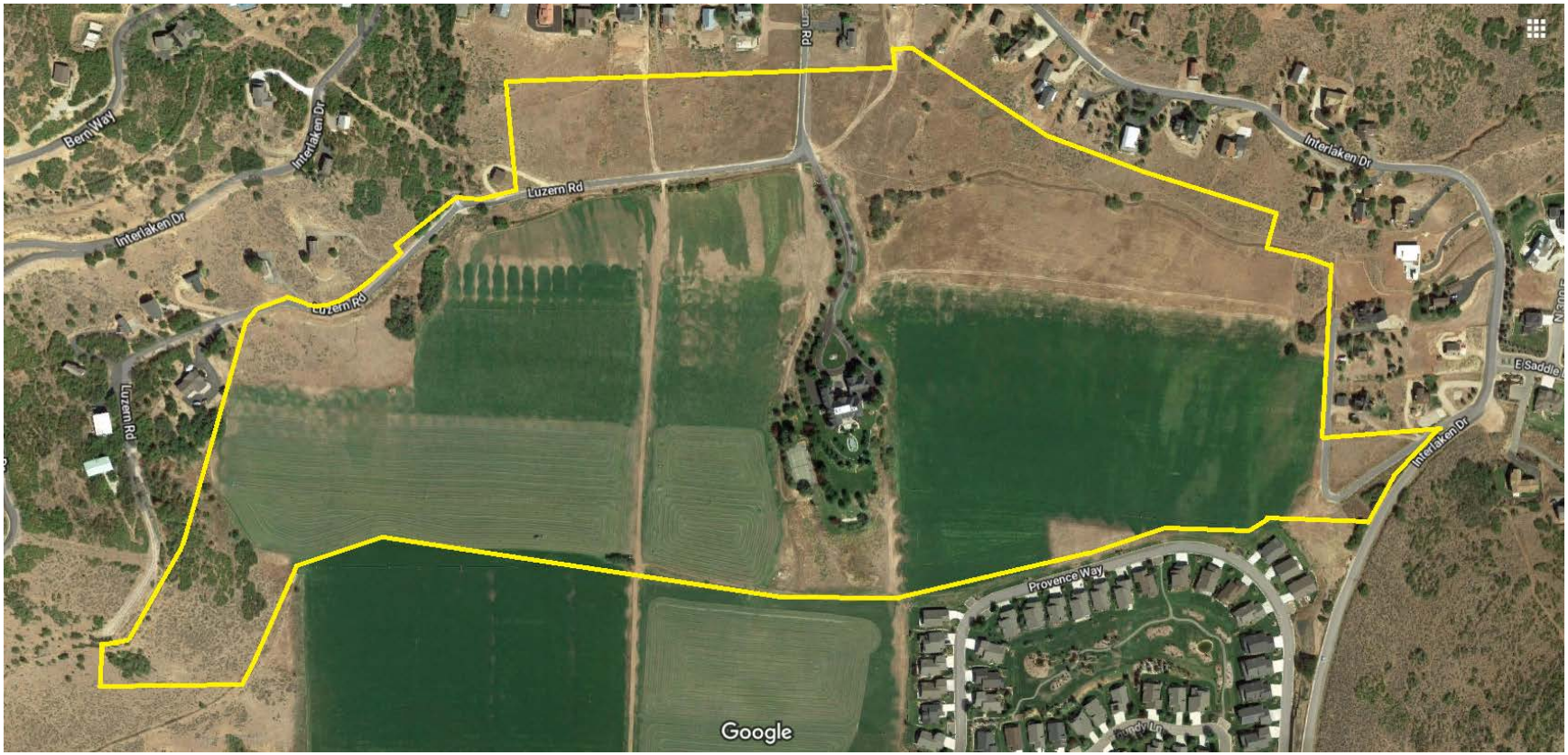


EXHIBIT B

Preliminary Development Concept Plan (Subject to Modification and Midway City Approval)

ALLOWED LOT SIZE

LOT SIZE AND FRONTAGE MAY BE REDUCED 15% DUE TO THE EXTRA 15% OPEN SPACE THAT IS BEING DEDICATED FOR THIS SUBDIVISION.

ALLOWED MINIMUM LOT SIZE 0.85 ACRES
ALLOWED MINIMUM FRONTAGE 127.50 FEET

LOT 30:
IRRIGATED AREA = 1.63 ACRES
NON-IRRIGATED AREA = 1.24 ACRES
IMPERVIOUS AREA = 1.00 ACRES

ROAD ROW IRRIGATED AREA FOR SWALES = 1.91 ACRES

LUZERN ROAD NOTE:
LUZERN ROAD WILL BE ABANDONED THROUGH LOTS 27-29. LUZERN ROAD WILL CONNECT TO THE NEW ROAD IN THE SUBDIVISION BETWEEN THE WELL PUMP HOUSE AND LOT 27 TO CONNECT TO THE NEW ROAD IN THE SUBDIVISION.

LEGEND

- COMMON AREA WITH TRAILS & TENNIS COURT (12.03 ACRES) IRRIGATED COMMON AREA (11.15 ACRES)
- NON-IRRIGATED COMMON AREA/OPEN SPACE (13.48 ACRES)
- LOTS
- PUBLIC ASPHALT TRAILS (4,100 LF)
- PUBLIC BACKCOUNTRY TRAIL
- SLOPES GREATER THAN 25%

TOTAL AREA	83.19 AC
OPEN SPACE REQUIREMENT	12.48 AC (15.00%)
OPEN SPACE (PROPOSED)	25.42 AC (30.56%)
NUMBER OF LOTS	48 NEW LOTS 1 ZENGER LOT 49 TOTAL LOTS

NUMBER OF LOTS MATCHES ANNEXATION AGREEMENT.

THIS PLAN IDENTIFIES SENSITIVE LANDS ON THE PROPERTY PER SECTION 16.14 OF THE MIDWAY CITY CODE.

THIS DOCUMENT IS RELEASED FOR REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION UNLESS SIGNED AND SEALED.

PAUL D. BERG P.E.
SERIAL NO. 295595
DATE: 27 OCT 2020

KIRK MALMROSE

THE RESERVE AT MIDWAY

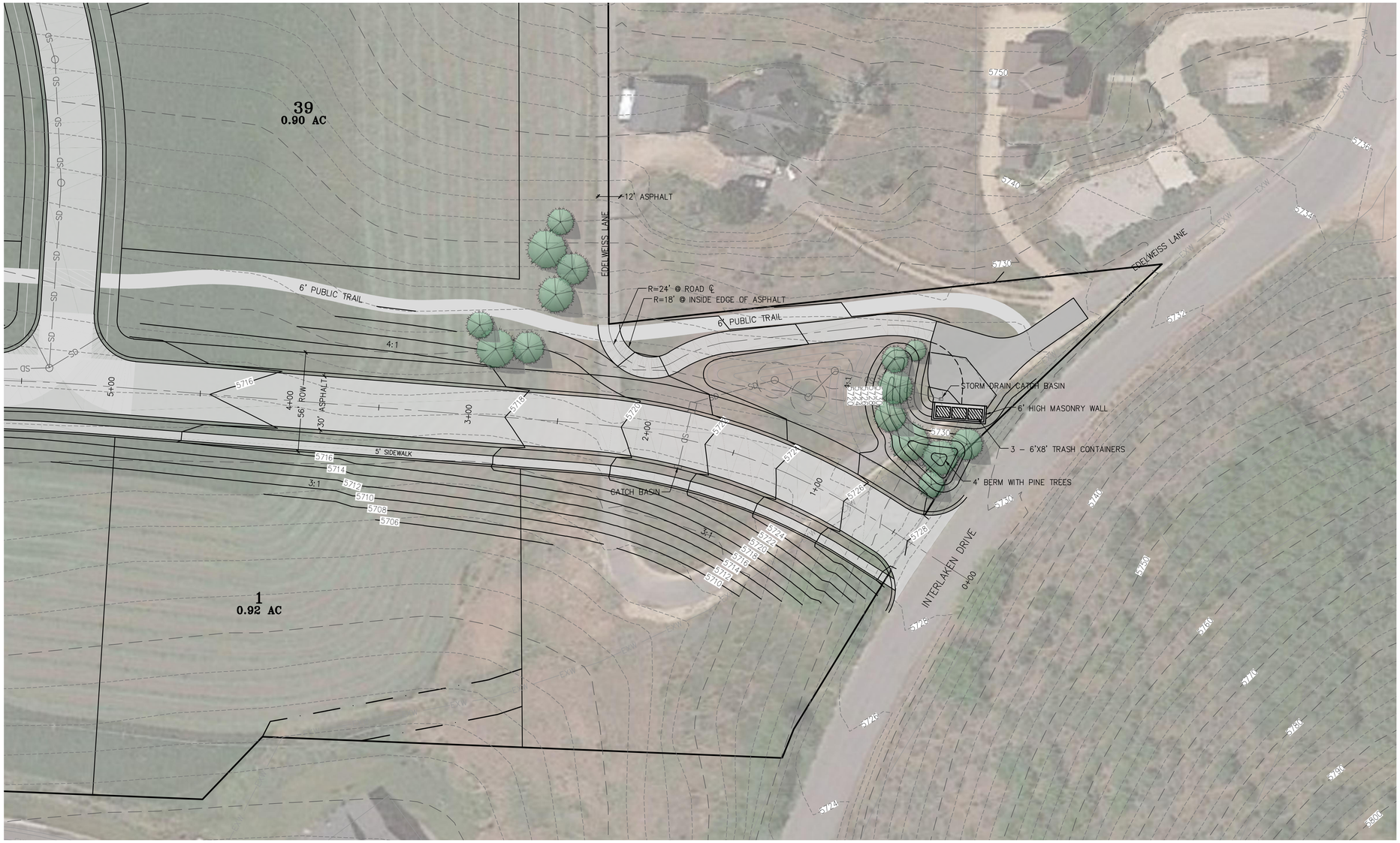
MASTER PLAN

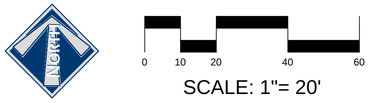
BERG ENGINEERING
380 E Main St. Suite 204
Midway, Ut 84049
ph 435.657.9749

DESIGN BY: PDB DRAWN BY: DEJ	DATE: 27 OCT 2020 REV:	SHEET 3

EXHIBIT C

Concept Plan for Interlaken Drive Ingress/Egress and Edelweiss Lane Realignment





SCALE: 1"= 20'

THIS DOCUMENT IS RELEASED FOR REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION UNLESS SIGNED AND SEALED.

PAUL D. BERG P.E.
SERIAL NO. 295595
DATE: 14 AUGUST 2020

KIRK MALMROSE

MIDWAY VISTAS

EXHIBIT
INTERLAKEN TRASH - ALTERNATIVE WITH REALIGNED EDELWEISS

BERG ENGINEERING
380 E Main St. Suite 204
Midway, Ut 84049
ph 435.657.9749

DESIGN BY: CNB	DATE: 15 APR 2020	SHEET
DRAWN BY: CNB	REV: 14 AUG 2020	0

EXHIBIT D

Interlaken Drive Approximate Shared Maintenance Area

EXHIBIT E

Luzern Road and Access Road Location Area
Access Road Location To-Be-Determined

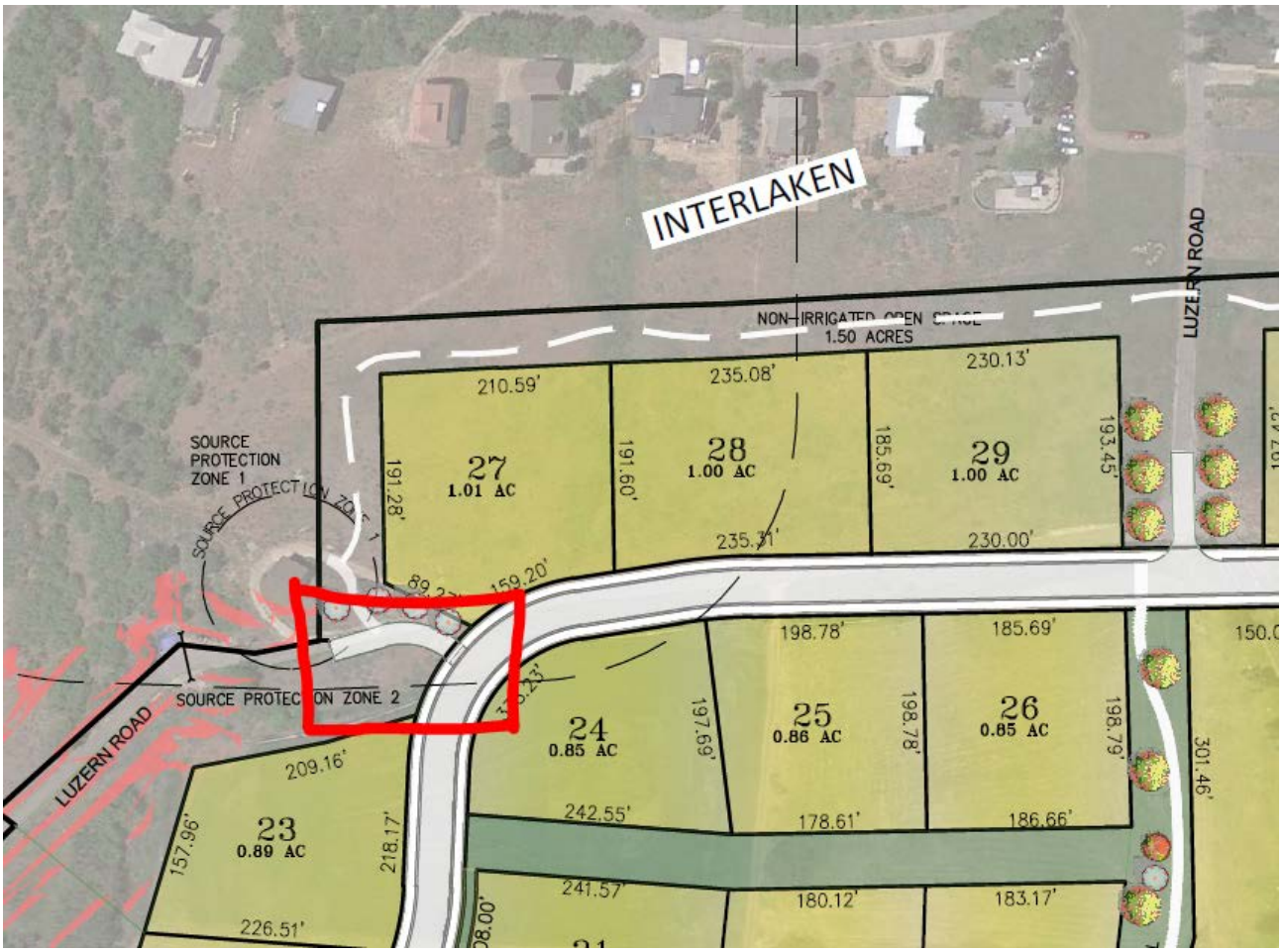


Exhibit F.
Burgi Hill HOA Agreement

INTERLAKEN DRIVE SHARED MAINTENANCE AGREEMENT

This Interlaken Drive Shared Maintenance Agreement (**"Agreement"**) is entered into as of the date signed below, by and between the Burgi Hill Ranches Home Owners' Association, Inc. (the **"Association"**) and Interlaken Town (the **"Town"**). The Association and the Town are sometimes referred to herein as **"Parties."**

RECITALS

A. WHEREAS, the Association is an Association of homeowners of the Burgi Hill Ranches Subdivision;

B. WHEREAS, the Town is the successor in interest of the Interlaken Mutual Water Company;

C. WHEREAS, the Association and Interlaken Mutual Water Company were subjects of several agreements regarding the use and maintenance of Interlaken Drive, including but not limited to an Agreement resulting from settlement of a dispute between Interlaken Mutual Water Company and Randy Haugen, Valorie Haugen and Freedom Association dated June 21,1999, commonly known as the "Freedom Agreement"; Interlaken Drive Improvement Agreement dated January 1, 2006; Use Agreement dated June 19, 2007; and, Road Maintenance Agreement dated June 19, 2007;

D. WHEREAS, a dispute has arisen between the Association and the Town regarding the validity of and proportion of payment that the Association owes the Town for maintaining a portion of Interlaken Drive under the Agreements;

E. WHEREAS, the Parties now desire to settle, compromise and resolve the issues regarding payment for all past obligations and responsibility for future obligations without further legal recourse or delay, and further desire to formalize in writing the settlement terms in the Agreement below;

F. WHEREAS, this Agreement shall annul and supersede the provisions of any and all previously adopted agreements between the parties, their predecessors, assigns, or other parties in interest that are inconsistent with the terms of this Agreement.

NOW THEREFORE in consideration of the mutual promises of the Parties set forth herein, the sufficiency and receipt of which is hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. **Settlement Amount.** The Association agrees to pay the sum of $33,000.00 to the Town within fifteen (15) days of execution of this Agreement, in full settlement and satisfaction of the maintenance assessments owed prior to the date of this Agreement, and any and all past, present, and future claims, damages, losses, causes of action, judgments, costs, expenses, and

liabilities, whether known or unknown, arising out of or pertaining to the amount owed prior to this Agreement.

2. **Shared Portion of Interlaken Drive**. It is understood that the portion of Interlaken Drive ("Shared Road") that is subject of this Agreement is identified as beginning at the northern boundary of the Association to the point approximately 1000' feet north of Burgi Lane (1050 North) where Interlaken Drive intersects with East Valais Parkway (the Midway City road boundary). The parties agree that the maintenances costs for the Shared Road shall be based on the percentage the Shared Road represents of the total road surface area of Town roads, including Interlaken Drive and all remaining public Town roads not subject to this Agreement.

a. For example: If the total surface area of Town roads equals 100,000 square feet and the surface area of the Shared Road is 25,000 square feet, the Shared Road equals 25% of the total surface area. The Association would be responsible for paying its pro-rata share, as defined below, of that 25%.

3. **Future Obligation and Payment**. The Parties agree that the Association shall be responsible for paying a pro-rata share of the costs of maintaining the Shared Road upon presentation of an invoice from the Town. The pro-rata share of each party shall be calculated by dividing the number of developed lots within the Association by the combined total number of developed lots existing within the Association and Interlaken.

a. For example: 35 (total number of developed lots in the Association) divided by 177 (total number of developed lots in the Association (35) plus the total number of developed lots in the Town (142)). 35 divided by 177 = .1977. Therefore, the Association's pro-rata share of the maintenance would be 20% (rounded to even % for convenience in calculation) of the cost of maintaining the Shared Road. Thus, based on the surface area example in Section 2.a., if the total cost of a road maintenance project is $10,000, and the Shared Road represents 25% of the total road surface area, $2,500 would be allocated to maintaining the Shared Road, and the Association's pro-rata share would be $500.

b. The Association shall pay the Town within 14 days of receiving an invoice for maintenance, snow removal, or any other services performed on the Shared Road.

4. **Certification of Developed Lots**. The Parties hereby certify that the number of lots stated in paragraph 3 above are accurate as of the date of this Agreement and acknowledge that the number of developed lots may change for either party in the future which may cause a change in the pro-rata share from year to year. The parties agree that they will recertify the number of lots on June 30th, annually hereafter. Each party shall include lots for which a building permit has been issued prior to the annual June 30th recertification.

5. **Maintenance and Improvements Committee**. The Association and Town agree to form a committee to evaluate annually the necessary maintenance and improvements required for the shared portion of Interlaken Drive. Such maintenance and improvements shall include, but not be limited to, snow removal, resurfacing, weed abatement, and road maintenance. The

committee shall be comprised of two members from the Town and one member from the Association.

6. **Snow Removal**. The Parties agree that the Town shall provide snow removal services for the Shared Road and the Association shall be responsible for its pro rata share of snow removal costs on the Shared Road effective November 1, 2018. The Association's pro-rata share shall be determined as set forth in Sections 2 and 3 of this Agreement.

7. **Mutual Cooperation**. As part of this Agreement, the Parties agree to mutually cooperate toward the goal of transferring ownership of the shared portion of Interlaken Drive to Midway City or Wasatch County, or any public entity or subdivision. In addition, the Parties will mutually cooperate to facilitate requiring any new developer(s) who may use or benefit from the Shared Road to access any new development to become a party to this Agreement.

8. **No Admission.** It is understood and agreed that the aforesaid sum is paid in full compromise and settlement of the disputed past payment obligation and for the purpose of avoiding further expense to the Parties. This Agreement should in no way be construed as an admission of any liability or legal obligation, and any such liability or legal obligation is expressly denied.

9. **Mutual Release of Claims.** For good and valuable consideration as described above, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties hereby irrevocably, unconditionally, and mutually release, acquit, and forever discharge one another and their respective owners, officers, directors, shareholders, managers, members, employees, agents, representatives, predecessors-in-interest, successors-in-interest, parent and affiliated companies, insurers, sureties, and attorneys from any and all claims, liabilities, actions, causes of action, suits, demands, rights, losses, damages, loss of earnings, punitive damages, costs, expenses, and compensation of any nature whatsoever, whether based on tort, strict liability, warranty, contract, statute, common law, insurance, insurance policies, insurance coverage, breach of the implied covenant of good faith and fair dealing, or other theory which the Parties have or have not or which may hereafter accrue on account of, resulting from, or in any way arising out of the Disputed obligations described herein prior to the execution of this Agreement. The Parties understand and agree that this is a global and general release and settlement and that it is their intent to release all claims against one another relating to the payment obligation.

10. **Notices.** Any notices under this Agreement or in connection herewith shall be given at the following addresses:

If to Interlaken:

Interlaken Town Clerk
P.O. box 1256
Midway, UT 84049
Phone: 435-565-3812
Email: InterlakenClerk@gmail.com

If to Burgi Hill Homeowners Association, Inc.:

Burgi Hill Homeowners Association, Inc.
john@richardshoalaw.com
RICHARDS LAW, P.C.
4141 S Highland Dr., Ste 225
Salt Lake City, Utah 84124
Telephone: (801) 274-6800

Such notices, payments, and deliveries shall be deemed given and delivered to the Party entitled thereto when hand delivered or, if mailed, upon receipt. All notices shall be in writing and, if mailed, shall be sent via United States Certified Mail, return receipt requested, properly addressed and postage fully prepaid. Copies of all notices shall also be provided via email.

11. **Entire Agreement; Amendment.** The Parties warrant that no promise, inducement or agreement not expressed herein has been made to them in connection with this Agreement. This Agreement contains the entire agreement between the Parties. All prior negotiations and discussions are merged herein as expressed by the written terms set forth herein, and/or in any Exhibits identified and/or incorporated herein by reference. This Agreement may not be modified, changed or altered in any way except in a writing signed by the Parties or their authorized representatives, which sets forth the change(s) to be made, and the intent of the Parties to modify or amend this Agreement.

12. **Governing Law; Attorneys' Fees; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to the principles of conflicts of laws. By executing this Agreement, all Parties hereto agree to submit to the exclusive jurisdiction of and agree to the venue of the courts of the State of Utah, whether state courts or federal courts located in the State of Utah. The Parties hereto agree not to bring any action in any court of law located outside the State of Utah. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions hereof shall nevertheless remain effective and shall be in force to the fullest extent permitted by applicable law. The successful Party to any action arising in connection with the enforcement of this Agreement shall be awarded its costs and reasonable attorneys' fees.

13. **Assignment/Successors.** This Agreement shall inure to and bind the successors, assigns, heirs, devisees, executors, administrators, and personal representatives of the respective Parties hereto.

14. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed original, but such counterparts shall together constitute one and the same Agreement. Facsimile signatures in one or more counterparts of this Agreement shall be binding. All signatures shall be deemed effective as of the date first written above.

15. **Interpretation and Drafting Presumptions.** Unless the context requires otherwise, all words used in this Agreement in the singular number shall extend to and include the plural, all words in the plural number shall extend to and include the singular and all words in any gender shall extend to and include all genders. Each of the Parties understands, acknowledges and agrees that each of the Parties hereto has contributed to the drafting of this

Agreement, and no provision hereof shall be construed against any Party hereto as being the draftsman thereof. This Agreement shall therefore be construed without regard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted. If any words or phrases in this Agreement shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Agreement shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Agreement and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated. Captions in this Agreement are for convenience only and are not intended to affect any provisions of this Agreement.

16. **Third Parties.** Each of the Parties understands, acknowledges and agrees that no rights or interests whatsoever are given by this Agreement to any party which is not a Party of this Agreement.

17. **Further Assurances; Cooperation of Parties.** The Parties hereto agree to execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all documents or instruments reasonably requested by any other Party in order to complete the transactions contemplated hereby and to effectuate the terms, conditions, covenants, provisions, intents and purposes of this Agreement.

18. **Authorization to Settle.** Each Party represents and warrants that it is authorized and has the right to surrender, compromise, settle and cancel the claims, demands, choses in action and causes of action covered by the terms of this Agreement, and all parts thereof.

19. **Voluntary Agreement.** Each Party acknowledges that he/she/it has voluntarily entered into this Agreement. Each of the Parties has read, understands and approves the same after receiving or having the opportunity to receive the advice of counsel.

IN WITNESS WHEREOF, this Agreement is executed on the date signed below.

DATED: 11/5/18

INTERLAKEN TOWN

By: H Lampkeni

Its: Mayor

DATED: _____

BURGI HILL RANCHES HOME OWNERS ASSOCIATION, INC.

By: _____

Its: _____

FY2024 Monthly Zion Account Fund Balances		
Zion Fund	**7/31/23**	**8/31/23**
General	$ 106,727.18	$ 102,276.26
Water Revenue	$ 192,704.89	$ 191,170.27
Building	$ 111,476.25	$ 124,597.24
Water Reserves	$ 160,251.63	$ 160,353.74
Transportation Reserves	$ 233,277.00	$ 233,277.00
Bond Sinking	$ 82,554.63	$ 82,593.20
Total	$ 886,991.58	$ 894,267.71

Interlaken Town
Statement of Revenue and Expense
July 2023

	Jul 23	Jul 22
Ordinary Income/Expense		
Income		
General Fund Revenue		
60000 · Water Revenue	0.00	1,944.00
60101 · Road and Transportation Rev...	197.48	321.26
60102 · 1% Sales Tax Revenue	2,454.97	2,178.34
60104 · Transfer Fees	0.00	150.00
60105 · Late Fees	0.00	100.00
Interest Income	201.20	178.59
Total General Fund Revenue	2,853.65	4,872.19
60200 · Building Fee		
60201 · Application Fee	0.00	150.00
60203 · Road Impact Fee	4,471.90	2,500.00
60200 · Building Fee - Other	0.00	35.50
Total 60200 · Building Fee	4,471.90	2,685.50
Total Income	7,325.55	7,557.69
Gross Profit	7,325.55	7,557.69
Expense		
70000 · Administrative Expenditures		
70114 · Web Hosting & IT Service	120.59	0.00
70115 · Misc. Admin Expenses	217.00	0.00
70103 · Accounting & Bookkeeping Fees	1,232.50	746.00
70100 · Animal Control	195.62	198.51
Building Inspector	0.00	(214.50)
70120 · Insurance	4,166.93	0.00
70108 · Town Attorney Legal Fees	922.00	0.00
70110 · Office Expense	65.17	14.76
70105 · Plan Review & Inspections	0.00	440.00
70111 · Town Clerk	2,167.50	2,410.00
Total 70000 · Administrative Expenditures	9,087.31	3,594.77

Interlaken Town
Statement of Revenue and Expense
July 2023

	Jul 23	Jul 22
Road Maintenance Expenditures		
70205 · Brush Removal and Wild fire ...	6,800.00	0.00
70207 · Additional Contract Services	80.40	144.80
70201 · Annual Road Repair	900.00	0.00
Total Road Maintenance Expenditures	7,780.40	144.80
Water System Expenditures		
70308 · Water System Maint & Repair	675.00	0.00
70301 · Chemicals & Monitoring	0.00	22.00
70302 · Meter Repair/Replacement/up...	8,895.21	0.00
70303 · Payroll Expenses	2,373.76	2,384.50
70305 · Utilities Gas & Electric	692.90	748.61
Total Water System Expenditures	12,636.87	3,155.11
Total Expense	29,504.58	6,894.68
Net Ordinary Income	(22,179.03)	663.01
Net Income	(22,179.03)	663.01

Jul		Interlaken Town Statement of Revenue and Expense											
		Jul, 2023											
		1058		1520		1330		4574		1678		2681	
		Water Bond Sinking		Water Revenue		Water Reserve		Transportation Reserve		Building		General	
		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
	Revenue - All Accounts												
5	Annual Wasatch County Tax Assessment		$ -		$ -		$ -		$ -		$ -	$ 197	$ 187,000
6	Prior Year Assessments		$ -		$ -		$ -		$ -		$ -		$ -
7	Late Fees - Assessments (all years)		$ -		$ -		$ -		$ -		$ -		$ -
8	1% State Sales Tax (estimate)		$ -		$ -		$ -		$ -		$ -	$ 2,455	$ 32,000
all	Interest Income	$ 39	$ 50	$ 25	$ 22	$ 102	$ 80		$ 100	$ 14	$ 20	$ 16	$ 30
12	~~New Owner Transfer Fees~~		$ -		$ -		$ -		$ -		$ -		$ -
13	B&C Road Tax (estimate)		$ -		$ -		$ -		$ -		$ -		$ 22,000
14	Building App & Inspection Fees		$ -		$ -		$ -		$ -		$ -		$ -
15	Interlaken Drive RMA with BHR Agreement (20%)		$ -		$ -		$ -		$ -		$ -		$ -
15a	CARES Act Revenue		$ -		$ -		$ -		$ -		$ -		$ -
15b	Additional Grant Revenue		$ -		$ -		$ -		$ -		$ -		$ -
15c	Miscellaneous Revenue		$ -		$ -		$ -		$ -		$ -		$ -
15d	Fines for Municipal Code Violations		$ -		$ -		$ -		$ -		$ -		$ -
73a	Revenue from BHR Settlement		$ -		$ -		$ -		$ -		$ -		$ -
73b	Revenue from Federal & State Transportation System Grants		$ -		$ -		$ -		$ -		$ -		$ -
92	Annual Water Utility Base Fees		$ -	$ 1,949	$ 173,000		$ -		$ -		$ -		$ -
95	Metered Water Overages		$ -		$ 4,000		$ -		$ -		$ -		$ -
95a	Water Connect Fee		$ -		$ -		$ -		$ -		$ -		$ -
95b	Water Billing Late Fees		$ -	$ 75	$ 100		$ -		$ -		$ -		$ -
95c	New Owner Transfer Fees		$ -		$ 300		$ -		$ -		$ -		$ -
95d			$ -		$ -		$ -		$ -		$ -		$ -
95e			$ -		$ -		$ -		$ -		$ -		$ -
150	Revenue from Federal & State Water System Grants		$ -		$ -		$ -		$ -		$ -		$ -
169	Building Permit Application Fees (varies with application)		$ -		$ -		$ -		$ -		$ 1,800		$ -
170	Water Connect Fees		$ -		$ -		$ -		$ -		$ 1,000		$ -
171	Road Impact Fees		$ -		$ -		$ -		$ -		$ 7,500		$ -
172	Damage Deposits - Refundable		$ -		$ -		$ -		$ -	$ 472	$ 7,500		$ -
173	Completion Deposits - Refundable		$ -		$ -		$ -		$ -		$ 4,500		$ -
173a	Plan Review & Inspections (Town Engineer)		$ -		$ -		$ -		$ -		$ 15,000		$ -
173b	Variance Application Fees		$ -		$ -		$ -		$ -		$ 240		$ -
	Total Revenue	**$ 39**	**$ 50**	**$ 2,049**	**$ 177,422**	**$ 102**	**$ 80**	**$ -**	**$ 100**	**$ 486**	**$ 37,560**	**$ 2,669**	**$ 241,030**
	Transfers into General Fund												
19	Transfer from Building Fund (Application Fees for admin costs)		$ -		$ -		$ -		$ -		$ -		$ 1,800
20	Transfer from Water Revenue Fund (50% of admin. expenses)		$ -		$ -		$ -		$ -		$ -		$ 45,000
21	Transfer from Transportation Reserve Fund for Capital expenses		$ -		$ -		$ -		$ -		$ -		$ -
	Transfers out of General Fund												
28	Transfer to Transportation Reserve of B&C Road Tax		$ -		$ -		$ -		$ -		$ -		$ (22,000)
29	Transfer to Transportation Reserve Capital Improvements		$ -		$ -		$ -		$ -		$ -		$ (35,000)
30	Transfer to Building Fund		$ -		$ -		$ -		$ -		$ -		$ -
	Transfers into Water Revenue Fund (Checking)												
100	Transfer from Building Fund (Water Connect Fees)		$ -		$ 1,000		$ -		$ -		$ -		$ -
101	Transfer from Bond Sinking Fund for current year Water Bond payment		$ -		$ 82,533		$ -		$ -		$ -		$ -
102	Transfer from Water Reserve Fund for Capital Improvements		$ -		$ -		$ -		$ -		$ -		$ -
	Transfers out of Water Revenue Fund												
105	Transfer to Water System Reserve Capital Fund		$ -		$ (78,275)		$ -		$ -		$ -		$ -
106	Transfer to General Fund		$ -		$ -		$ -		$ -		$ -		$ -
107	Transfer to Bond Sinking Fund for Next Year's Bond Payment		$ -		$ -		$ -		$ -		$ -		$ -
108	Transfer to Water System Capital Facilities Replacement Reserve Acct		$ -		$ -		$ -		$ -		$ -		$ -
109	Transfer to General Fund for 50% of Administrative expenses		$ -		$ (45,000)		$ -		$ -		$ -		$ -
	Transfers into Transportation Reserve Fund												
77	Transfer from General B&C Road Tax to Transportation Reserve Fund		$ -		$ -		$ -		$ 22,000		$ -		$ -
78	Transfer to Transportation Reserve Fund for Capital Improvements		$ -		$ -		$ -		$ 35,000		$ -		$ -
80	Transfer from Building Fund of Road Impact Fee		$ -		$ -		$ -		$ 7,500		$ -		$ -

Jul		Interlaken Town Statement of Revenue and Expense											
		Jul, 2023											
		1058		1520		1330		4574		1678		2681	
		Water Bond Sinking		Water Revenue		Water Reserve		Transportation Reserve		Building		General	
		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
	Transfers out of Transportation Reserve Fund												
83	Transfer to General Fund for Transportation Capital Expenses		$ -		$ -		$ -		$ -		$ -		$ -
	Transfers into Water System Capital Reserves Fund												
154	Transfer from Water Revenue Fund		$ -		$ -		$ 78,275		$ -		$ -		$ -
154a			$ -		$ -		$ -		$ -		$ -		$ -
	Transfers out of Water System Capital Reserves Fund												
161	Transfer to Water Revenue Fund for Capital Improvements		$ -		$ -		$ -		$ -		$ -		$ -
	Transfers into Building Fund												
177	Transfer from General Fund - Special Engineering Projects		$ -		$ -		$ -		$ -		$ -		$ -
	Transfers out of Building Fund												
180	Transfer to General Fund - Building Permit Application Fees		$ -		$ -		$ -		$ -		$ (1,800)		$ -
181	Transfer to Water Revenue - Water Connect Fees		$ -		$ -		$ -		$ -		$ (1,000)		$ -
182	Transfer to Transportation Reserve Fund - Road Impact Fees		$ -		$ -		$ -		$ -		$ (7,500)		$ -
	Transfers into Bond Sinking Fund												
138	Transfer from Water Revenue Fund		$ -		$ -		$ -		$ -		$ -		$ -
	Transfers out of Water Bond Sinking Fund												
141	Transfer to Water Revenue Fund to pay current year bond		$ (82,533)		$ -		$ -		$ -		$ -		$ -
	Total Transfers Between Funds	**$ -**	**$ (82,533)**	**$ -**	**$ (39,742)**	**$ -**	**$ 78,275**	**$ -**	**$ 64,500**	**$ -**	**$ (10,300)**	**$ -**	**$ (10,200)**
	General Fund Expenses												
	Administrative Expense												
37	Commissions, Committee, Council Mtg Expense		$ -		$ -		$ -		$ -		$ -		$ (1,000)
38	Town Clerk & Webmaster		$ -		$ -		$ -		$ -		$ -	$ (2,168)	$ (55,000)
39	Association Memberships		$ -		$ -		$ -		$ -		$ -		$ (1,000)
40	Web Hosting & IT Services (WIX,GoDaddy,Zoom,Dropbox,ViaSat,Calling Post)		$ -		$ -		$ -		$ -		$ -	$ (403)	$ (1,500)
40a	Town Council Equipment & Supplies		$ -		$ -		$ -		$ -		$ -		$ (500)
41	Meeting Advertising		$ -		$ -		$ -		$ -		$ -		$ (200)
42	Bookkeeping, Accounting, CPA Fees		$ -		$ -		$ -		$ -		$ -	$ (1,136)	$ (13,000)
43	Bank Charges		$ -		$ -		$ -		$ -		$ -		$ -
44	Town Attorney		$ -		$ -		$ -		$ -		$ -	$ (922)	$ (10,000)
44a	Attorney fees for BHR settlement		$ -		$ -		$ -		$ -		$ -		$ -
45a	Animal Control through Interlocal Agreement w/ Heber City		$ -		$ -		$ -		$ -		$ -	$ (196)	$ (5,000)
45b	Municipal Election Balloting & Noticing		$ -		$ -		$ -		$ -		$ -		$ (200)
46	Misc. Admin. Expenses		$ -		$ -		$ -		$ -		$ -		$ (500)
47	Insurance		$ -		$ -		$ -		$ -		$ -	$ (4,167)	$ (5,000)
48	Office Supplies (postage + supplies)		$ -		$ -		$ -		$ -		$ -		$ (1,500)
49	Building Inspector		$ -		$ -		$ -		$ -		$ -		$ -
51	Additional Consulting Fees (Codifiers, etc.)		$ -		$ -		$ -		$ -		$ -		$ (2,000)
51a	Federal IRS Payroll Taxes		$ -		$ -		$ -		$ -		$ -	$ (477)	$ (5,500)
51b	CARES Act - WCFD Fire Mitigation		$ -		$ -		$ -		$ -		$ -		$ -
51c	Safety and Enforcement (Wasatch County Sheriff Agreement)		$ -		$ -		$ -		$ -		$ -		$ (10,500)
51d			$ -		$ -		$ -		$ -		$ -		$ -
	Total Administrative Expenses	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (9,468)**	**$ (112,400)**
	Annual Road Maintenance Expense from General Fund												
55	Annual Road Repair & Maintenance		$ -		$ -		$ -		$ -		$ -	$ (41,051)	$ (60,000)
56	Additional Contract Services		$ -		$ -		$ -		$ -		$ -	$ (80)	$ (3,000)
56a	Road Signage		$ -		$ -		$ -		$ -		$ -	$ (10)	$ (2,000)
57	Contract Service (Snow Removal)		$ -		$ -		$ -		$ -		$ -		$ (60,000)
58	Supplies - Salt, Sand, etc		$ -		$ -		$ -		$ -		$ -		$ (6,000)
58a	**Annual Fire Mitigation Expenses**												
58b	Brush Removal and Fire Mitigation		$ -		$ -		$ -		$ -		$ -	$ (6,800)	$ (12,000)
59	**Annual Road Capital Expenses**												
60	Capital Investment in Roads		$ -		$ -		$ -		$ -		$ -		$ (25,000)

Jul		Interlaken Town Statement of Revenue and Expense											
		Jul, 2023											
		1058		1520		1330		4574		1678		2681	
		Water Bond Sinking		Water Revenue		Water Reserve		Transportation Reserve		Building		General	
		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
60a	**DPW Expenses**												
60b	DPW Site Construction - Capital Investment		$ -		$ -		$ -		$ -		$ -		$ (2,000)
60c	Annual DPW Site Maintenance Expenses		$ -		$ -		$ -		$ -		$ -		$ (500)
61	**Total Road Maintenance, Capital Improvements, DPW Expenses**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (47,941)**	**$ (170,500)**
	Total General Fund Expenses	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (57,409)**	**$ (282,900)**
	Water Revenue Fund Expenses												
	Bond Payment												
114	Water Bond Payment, Due annually in January		$ -		$ (78,275)		$ -		$ -		$ -		$ -
115	**Operating Expenses**												
116	Payroll - Water Masters		$ -	$ (1,803)	$ (26,400)		$ -		$ -		$ -		$ -
117	Meter Repair/Replacement, Water System Equipment, Supplies		$ -		$ -		$ -		$ -		$ -		$ -
118	Chemicals & Monitoring		$ -		$ (800)		$ -		$ -		$ -		$ -
119	Telemetry System Operating Costs		$ -		$ (2,700)		$ -		$ -		$ -		$ -
120	Water Share Fee, Education, etc.		$ -		$ (450)		$ -		$ -		$ -		$ -
121	Gas Heat		$ -	$ (31)	$ (1,200)		$ -		$ -		$ -		$ -
122	Electricity		$ -	$ (662)	$ (7,000)		$ -		$ -		$ -		$ -
123	Payroll Taxes - Water Masters - State & Federal 941		$ -	$ (267)	$ (4,000)		$ -		$ -		$ -		$ -
123a	Workman's Comp Insurance for Water Master		$ -	$ (20)	$ (1,200)		$ -		$ -		$ -		$ -
123b	Misc. Water Expenses		$ -		$ (1,500)		$ -		$ -		$ -		$ -
123c			$ -		$ -		$ -		$ -		$ -		$ -
123d			$ -		$ -		$ -		$ -		$ -		$ -
123e	**Capital Investment in Water System**												
123f	Purchase of Generator and Installation		$ -		$ -		$ -		$ -		$ -		$ -
123g	Pump Replacements, Telemetry System, Meter Upgrades		$ -	$ (8,895)	$ (40,000)		$ -		$ -		$ -		$ -
124	**Repair and Maintenance**												
125	Additional Contract Services - Tank Main., Rate Studies, Consults		$ -		$ (4,000)		$ -		$ -		$ -		$ -
126	Annual Generator Maintenance		$ -	$ (675)	$ -		$ -		$ -		$ -		$ -
126a	General Water System Maintenance & Repair		$ -		$ (5,000)		$ -		$ -		$ -		$ -
	Total Water Revenue Fund Expenses	**$ -**	**$ -**	**$ (12,353)**	**$ (172,525)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	Building Fund Expenses												
187	Refunds of Damage Deposits		$ -		$ -		$ -		$ -	$ (2,500)	$ (5,000)		$ -
188	Refunds of Completion Deposits		$ -		$ -		$ -		$ -	$ (1,500)	$ (3,000)		$ -
188a	Plan Review & Inspections (Town Engineer)		$ -		$ -		$ -		$ -		$ (12,000)		$ -
188b	Additional Contractual Services (Town Engineer)		$ -		$ -		$ -		$ -		$ -		$ -
188c	Plan Review by Planning Commission		$ -		$ -		$ -		$ -		$ (450)		$ -
	Total Building Fund Expenses	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (4,000)**	**$ (20,450)**	**$ -**	**$ -**
	Total Expenses (General, Water Revenue, Building)	**$ -**	**$ -**	**$ (12,353)**	**$ (172,525)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (4,000)**	**$ (20,450)**	**$ (57,409)**	**$ (282,900)**
	Net Change in Balance (Revenue+Transfers+Expenses)	**$ 39**	**$ (82,483)**	**$ (10,303)**	**$ (34,845)**	**$ 102**	**$ 78,355**	**$ -**	**$ 64,600**	**$ (3,514)**	**$ 6,810**	**$ (54,740)**	**$ (52,070)**
	Add: Beginning Balance	$ 82,516	$ 82,516	$ 203,008	$ 203,008	$ 160,150	$ 160,150	$ 233,277	$ 233,277	$ 114,990	$ 114,990	$ 161,468	$ 161,468
	Rounding Adjustment		$ -		$ -		$ -		$ -		$ -		$ -
	Ending Balance	**$ 82,555**	**$ 33**	**$ 192,705**	**$ 168,163**	**$ 160,252**	**$ 238,505**	**$ 233,277**	**$ 297,877**	**$ 111,476**	**$ 121,800**	**$ 106,727**	**$ 109,398**

FY2023 Interlaken Water Breakdown of Payments to Date - 9/5/23			
Fee	**Collected**	**FY2023 Budgeted**	**Collected - Budgeted**
Base Usage + Paper Fees	$ 172,576.00	$ 173,000.00	$ (424.00)
Adjustments to Above	$ (17.38)	$ -	$ (17.38)
Net Base Usage Fees	$ 172,558.62	$ 173,000.00	$ (441.38)
Late Fees	$ 700.00	$ 100.00	$ 600.00
New Owner Trf Fees	$ -	$ 3,000.00	$ (3,000.00)
Overage Fees	$ 43,821.61	$ 4,000.00	$ 39,821.61
Total Water Forgiveness	$ (5,047.30)	$ -	$ (5,047.30)
Net Overage Fees	$38,774.31	$4,000.00	$ 34,774.31
TOTAL Fees Collected	$ 212,032.93	$ 180,100.00	$ 31,932.93
Net Accounts Receivable	921.00		

Midway City Council
17 November 2020
Regular Meeting

Resolution 2020-32 /
Law Enforcement Agreement

RESOLUTION
2020-22

A RESOLUTION ADOPTING AN AGREEMENT BETWEEN WASATCH COUNTY AND MIDWAY CITY FOR LAW ENFORCEMENT SERVICES

WHEREAS, Midway City desires to protect the health, safety, and welfare of its residents and visitors; and

WHEREAS, law enforcement is an essential component of this protection; and

WHEREAS, Midway City would like to contract with Wasatch County for additional law enforcement services; and

WHEREAS, Wasatch County is agreeable to rendering such services; and

WHEREAS, such contracts are authorized and provided for by the provisions of Utah Code §§ 11-13-202, 11-13-203.5.

NOW, THEREFORE, be it hereby **RESOLVED** by the City Council of Midway City, Utah, as follows:

Section 1: The Midway City Council approves the agreement for law enforcement services attached hereto and authorizes the Mayor of Midway City to execute the agreement on behalf of the City.

PASSED AND ADOPTED by the Midway City Council on the day of 2020.

MIDWAY CITY

_____

Celeste Johnson, Mayor

DRAFT

ATTEST:

_____

Brad Wilson, Recorder

(SEAL)

DRAFT

Exhibit A

DRAFT

AGREEMENT FOR
LAW ENFORCEMENT SERVICES

This is an Agreement between Wasatch County (hereinafter referred to as the "COUNTY"), and Midway City (hereinafter referred to as "MIDWAY"), to provide law enforcement services to MIDWAY for the period commencing January 1, 2021.

WHEREAS, the COUNTY has a statutory obligation to provide police protection within Wasatch County; and

WHEREAS, the COUNTY is currently providing law enforcement to citizens of the County as well as Midway City, and the towns of Charleston, Daniel, Hideout, Independence, Interlaken, and Wallsburg (hereinafter collectively referred to as the "MUNICIPALITIES"); and

WHEREAS, the COUNTY provides a Base Level of Service (as this term is defined below) to each of these MUNICIPALITIES that is covered by property taxes paid by the citizens of each of these MUNICIPALITIES and given to Wasatch County to fund the Sheriff's Department; and

WHEREAS, the COUNTY will continue to provide this Base Level of Service at no additional charge to MIDWAY; and

WHEREAS, if the Base Level of Service requires additional contributions the COUNTY will assure that each of the MUNICIPALITIES (including the County) will pay its pro rata share of these costs so that the burden does not unfairly fall on any one MUNICIPALITY; and

WHEREAS, HEBER CITY provides its own police force, but also uses COUNTY staff, dispatch, and facilities which the COUNTY will assure is paid for by HEBER CITY in a fair and equitable way so that the MUNCIPALITIES are not bearing the burden of providing services HEBER CITY is not paying for; and

WHEREAS, MIDWAY has determined that it would like to also contract with the COUNTY for "Additional Services" (as this term is defined below), in accordance with the terms and conditions set forth below; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of Utah Code §§ 11-13-202, 11-13-203.5.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the COUNTY and MIDWAY agree as follows:

A. SCOPE OF SERVICES

1. Base Level of Service (that all MUNICIPALITIES receive as a function of paying taxes to Wasatch County):

   a. The COUNTY agrees, through the Wasatch County Sheriff's Office, to provide the following Base Level of law enforcement service to each MUNICIPALITY, which will include, but will not be limited to:

      i. Within the Sheriff's office there is a designation of "Obligated Time" which is highest priority and performed on demand, which includes the following duties:
         1. Enforcement of Utah State Statutes;
         2. Criminal investigative and crimes lab services;
         3. Follow up on reported crimes with persons who reported the crime, including routine notification by telephone or mail as to the status of the investigation;
         4. Responses to medical, fire, and other emergencies that require police presence;
         5. Providing communication facilities and dispatch services.

      ii. When an officer is not performing a duty under "Obligated Time" the officer performs duties as he/she sees fit, which is called "Unobligated Time" and includes the following:
         1. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
         2. Driver's license inspections, background checks and license enforcement services as called for under applicable state law and municipal ordinances;
         3. Traffic enforcement including the regular use of radar or laser as a speed deterrent; and
         4. Attendance at Public Safety or City Council meetings as requested by the municipality;
         5. Citizen assist calls (at the discretion of the Sheriff's Office).

   b. Base Level Services shall be provided 24 hours per day and shall be performed by the number of deputies and other personnel budgeted for in the COUNTY'S Approved Budget for these services to the MUNICIPALITIES.

   c. The priority and performance of duties under both "Obligated Time" and "Unobligated Time" is under the direction and at the sole discretion of the Sheriff's Office.

2. Additional Services (that each MUNICIPALITY will be required to pay for should it request the services):

a. The COUNTY, through the Wasatch County Sheriff's Office, may agree to provide the following additional law enforcement services to any MUNICIPALITY that requests the services:

   i. Enforcement of the municipal ordinances;
   ii. Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs;
   iii. Coordination of volunteer programs such as the Community Affairs Officer and Reserve Programs;
   iv. Animal control services;
   v. Traffic patrol and ticket issuance beyond what is provided in the Base Level of Service;
   vi. Any other services the parties may agree upon.

b. Costs for Additional Services shall be as established by the Wasatch County Sherriff's Office, and shall include any costs associated with increased administrative, management, or supervisory costs incurred due to the Additional Services.

c. As Needed Requests: The parties recognize that there may be situations where a need for Additional Services arises for a particular event or temporary concern. The parties agree that these do not need to be formalized in Exhibit A. The parties will agree on an hourly rate in Addendum A for As Needed Requests and the Sheriff's office will invoice Midway City accordingly.

d. The scope of the Additional Services and payment for Additional Services shall be as set forth in Addendum A.

3. Special Event Services: Special Event traffic patrol and patrol services for community festivals or other special events are not Base Level Service. Costs to provide these services are normally addressed through the special event permitting process with the County. If services are needed that have not been addressed through the permitting process, Midway City may request Additional Services as set forth above and enter into an agreement to pay for the scope of services needed.

4. The manner and standards of performance, the discipline of officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the COUNTY.

5. In the event that a MUNICIPALITY, through its elected body or authorized agent, notifies the COUNTY that the MUNICIPALITY is dissatisfied with the Base Level of Service or the level of Additional Services contracted for, the SHERIFF'S OFFICE shall meet with the MUNCIPALITY to discuss issues and resolve problems.

6. The COUNTY'S agreement to provide "Additional Services" under this Agreement does not lessen the COUNTY'S obligation to provide the Base Level of Service to each

MUNICIPALITY within Wasatch County. The COUNTY'S contractual obligations under this Agreement recognize the underlying statutory obligations that Wasatch County has to provide the Base Level of Service to the MUNICIPALITIES.

7. To facilitate the COUNTY'S performance pursuant to this Agreement, each MUNICIPALITY agrees that the COUNTY shall have full cooperation and assistance from the MUNICIPALITY, its officers, agents and employees. Each MUNICIPALITY shall designate its Mayor, or one of its City Council members as a liaison to the Wasatch County Sheriff's Office. The liaison shall attend meetings with the Wasatch County Sheriff's Office as deemed necessary by the Wasatch County Sheriff's Office, or as requested by a MUNICIPALITY and shall represent the MUNICIPALITY at the meetings. The purpose of these meetings is to develop short-term and long range plans and to coordinate and analyze police service, to develop budget parameters for distributing costs among the MUNICIPALITIES, and other related public service issues.

8. The COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities and supplies necessary to provide services pursuant to this Agreement.

9. All deputy sheriffs, clerks, and all other COUNTY personnel performing duties pursuant to this Agreement shall at all times be considered employees of the COUNTY for all purposes.

B. ASSUMPTION OF LIABILITIES/INSURANCE

1. Except as otherwise provided, MUNICIPALITIES shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services pursuant to this Agreement for MUNICIPALITIES, and the COUNTY hereby assumes said liabilities.

2. Except as herein otherwise specified, MUNICIPALITIES shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of the performance of services pursuant to this Agreement, and the COUNTY hereby agrees to hold MUNICIPALITIES harmless against any such claim.

3. The MUNICIPALITIES, their officers, and employees, shall not be deemed to assume any liability for the intentional or negligent acts of the COUNTY or the COUNTY'S employees performing services pursuant to this Agreement, and the COUNTY shall hold the MUNICIPALITIES, their officers, and employees harmless from and shall defend and indemnify the MUNICIPALITIES, their officers, and employees against any claim for damages arising out of the COUNTY'S performance of services pursuant to this Agreement.

4. The COUNTY, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the MUNICIPALITIES or of any other officers, agent or employee thereof, and the MUNICIPALITIES shall hold the COUNTY and its officers

and employees harmless from, and shall defend and indemnify the COUNTY and its officers and employees against any claim for damages arising out of the MUNICIPALITIES' performance of its obligations pursuant to this Agreement.

C. TERM OF AGREEMENT/TERMINATION

1. The term of this Agreement shall commence on January 1, 2021, and shall continue through December 31, 2025 ("Term"). 5-year Term

2. If either party intends not to renew this Agreement at the end of its Term, the party must notify the other party and other MUNICIPALITIES in writing at least eleven (11) calendar months prior to the end of the contract Term. If either party has not approved a successor agreement at the end of the Term, the COUNTY will continue to provide law enforcement services in accordance with this Agreement.

3. Either party may terminate this Agreement at the end of a calendar year and prior to the end of the Term of the Agreement by notifying the other party to this Agreement and the other MUNICIPALITIES in writing of their intent to terminate the Agreement at least eleven (11) calendar months prior to the end of the calendar year.

4. Notice to the COUNTY shall be given to the County Manager and Wasatch County Sheriff, and Notice to the MUNICIPALITIES shall be given to its Mayor/City Manager.

D. COST AND PAYMENT

1. The Base Level of Service provided for in this Agreement shall be paid for by the MUNICIPALITIES' county taxes.

2. Payment for Additional Services shall be as set forth in Addendum A to this Agreement.

3. During the term of this Agreement, the COUNTY shall annually submit a Budget Estimate for the following year of services to the MUNICIPALITIES no later than August l of the current year. Said Budget Estimate will be for the limited purpose of better enabling the MUNICIPALITES to estimate its annual budget and tax levy.

4. If a MUNICIPALITY does not allocate the necessary funding for its proportionate share of the COUNTY'S Approved Budget to the MUNICIPALITIES for a given year, the MUNICIPALITY and the COUNTY must meet by January 31 of the budget year in question to review and reach agreement on modifications to service levels provided by the COUNTY that are consistent with the MUNICIPALITY'S budget and that recognize the impact of these service level changes to other MUNICIPALITIES that contract with the COUNTY for these services.

E. GENERAL PROVISIONS

1. Notice to the COUNTY shall be given to the County Manager and Wasatch County Sheriff, and Notice to the MUNICIPALITIES shall be given to either the Mayor or the City Manager.

2. It is understood that prosecutions for violations of ordinances or state statutes, together with disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules, and judicial orders.

3. A MUNICIPALITY may contract with the COUNTY for additional law enforcement services above and beyond those provided in this Agreement, as set forth in Addendum A.

4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COUNTY and the MUNICIPALITY and attached to the original of this Agreement.

IN WITNESS WHEREOF, the MUNICIPALITY, as set forth below, by resolution duly adopted by its Council has caused this Agreement to be signed by its Mayor/City Manager, and the seal of the MUNICIPALITY to be affixed hereto on the _____of _____, 2020, and the COUNTY, by resolution of its Board of County Commissioners, has caused this Agreement to be signed by the County Manager on the ____ day of _____.

COUNTY OF WASATCH

By:_____
MIKE DAVIS
County Manager

MIDWAY CITY

By:_____
Celeste Johnson
Mayor

APPROVAL RECOMMENDED:

By:_____
Jared Rigby
Sheriff of Wasatch County

APPROVED AS TO FORM:

By:_____
Scott Sweat
Wasatch County Attorney

Addendum A

Additional Services

In addition to the Base Level of Service provided to Midway City by the Wasatch County Sheriff's Department, Midway City desires to further contract with the Sheriff's Department for the following Additional Services:

- Midway City has budgeted up to $168,000 for Additional Services for the budget year of 2021.

- Midway City contracts with Wasatch County Sheriff's Office for **up to** 160 hours of Additional Services per month, to be as directed by the Midway City Mayor, and will include: directed patrol, speed enforcement, noise complaints, VIN inspections, special events not covered by the County approval process, and any other lawful request made by the Midway City Mayor.

- Initially Midway City requests that 40 hours of directed traffic patrol be provided weekly, between 6am to 8pm, with the specific purpose of enforcing speed limits and issuing speeding citations within Midway City.

Cost and Payment

Midway City shall pay the hourly rate of $87.50 for Additional Services received from Wasatch County Sheriff's Department, which includes $70.00 per hour for police services and a 25% administrative fee (which includes costs associated with supervision, sheriff time and administrative time).

Midway shall be required to pay solely for the hours of Additional Services it actually receives. The Parties agree that the maximum amount of Additional Services provided by Wasatch County Sheriff's Department is 160 hours per month, and that the maximum amount to be paid each month for Additional Services will be up to $14,000.

Wasatch County Sheriff's Department shall bill Midway City each month for the hours of Additional Service Midway City receives. Midway City will only be billed for the hours of Additional Services provided for that month. All billing will be verified and accompanied by the Activity Reports set forth below.

Payment for Additional Services received shall be made by Midway City within 10 days of receipt of the monthly invoice.

Activity Reports

Along with each monthly bill, Wasatch County Sheriff's Department shall submit to Midway City monthly activity reports detailing the activities of the Sheriff's Department within Midway City and designating which of those activities qualify as "Additional Services". These

reports shall contain, at a minimum, the "Law Incident Summary Report with Times", "Law Incident Report by Nature", number of dispatch calls from Midway City for that month with summary of totals, the number of directed patrol time hours and when they occurred with summary of totals, and the total number of traffic citations issued. The Parties agree that no information will be provided which would violate the Utah Data Privacy Act.

Annual Review

The parties agree that this Addendum A will be reviewed on an annual basis to update both the scope of Additional Services as well as the costs for Additional Services. If neither party objects in writing 60 days prior to January 1 of each year the terms to Addendum A for the prior year shall continue for the coming year with an increase in cost for Additional Services by 2.5%.

COUNTY OF WASATCH

By:_____
Mike Davis
County Manager

MIDWAY CITY

By:_____
Celeste Johnson
Mayor

APPROVAL RECOMMENDED:

By:_____
Jared Rigby
Sheriff of Wasatch County

APPROVED AS TO FORM:

By:_____
Scott Sweat
Wasatch County Attorney