

COMPLETELY FILL IN ALL BLANK AREAS OF THIS CONTRACT BEFORE RETURNING FOR ACCEPTANCE



Sumsion Construction L.C.

DBA Eckles Paving

P.O. Box 68

Springville, Utah 84663

Britton Cell Phone 801-885-1804

Phone 801-225-3715

Buyer/ Rep. Town of Interlaken
 Billing Address
 City, State, Zip
 Phone Number
 E-MAIL millerrichardjoseph@gmail.com

Bid Proposal Date: 7/26/2024
 Project Address Interlaken Dr & St Moritz Rd
 City, State, Zip Interlaken, UT
 Name Of Owner
 Job # BJ24133

Bid Proposal

Sumsion Construction L.C., a Utah limited liability company d/b/a Eckles Paving (the "**Company**"), will furnish the materials and services described herein (collectively, the "**Services**") to the person indicated above ("Buyer") at the job site designated above in a commercially reasonable manner, subject to the terms and conditions set forth below and under the heading "**Terms and Conditions**." The Company will use commercially reasonable efforts to meet reasonable performance dates specified herein, if any; provided that any such dates shall be estimates only and the Company shall have no liability for failing to meet any such dates.

THE COMPANY MAY WITHDRAW THIS BID PROPOSAL, UNLESS WRITTEN ACCEPTANCE IS RECEIVED FROM BUYER WITHIN 15 DAYS OF THE BID PROPOSAL DATE SET FORTH ABOVE. TO ASSURE THAT THE SERVICES ARE SCHEDULED IN A TIMELY MANNER, PLEASE REMIT THIS SIGNED BID PROPOSAL AS SOON AS POSSIBLE.

<u>Description of Work</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Estimated Totals</u>
Mobilization	1	LS	@ \$ 16,000.00	\$ 16,000.00
Pulverize / Re-grade / Compact existing asphalt and roadbase (approximately 6"-8" depth)	80706	SF	@ \$ 0.55	\$ 44,388.30
Furnish / Place / Compact 3" thick asphalt (1/2" NEW APWA 5828 75ND 15% RAP CLASS 2)	80706	SF	@ \$ 2.40	\$ 193,694.40
Lower / Raise / Collar Valves	6	EACH	@ \$ 1,100.00	\$ 6,600.00
Raise / Lower / Collar Sewer Manhole	11	EACH	@ \$ 1,350.00	\$ 14,850.00
Install 2 ft wide speed bumps	3	EACH	@ \$ 990.00	\$ 2,970.00
TOTAL				\$ 278,502.70

NOTE: Price includes all discounts from 10% off flyer promotion. Pricing does not include subgrade repair unless specifically noted.

In consideration for the Services, Buyer agrees to pay all amounts set forth above, subject to adjustment as described herein, plus any additional costs and charges that arise in the course of performing the Company's obligations hereunder; provided that the Company will use commercially reasonable efforts to give Buyer notice of such costs and charges (to the extent material) prior to the incurrence thereof.

In addition, Buyer agrees as follows: (a) to the extent any amount herein is specified as a per-unit or square foot price, Buyer acknowledges and agrees that such amount is an approximation only that that Buyer will be responsible to pay for the actual completed amount thereof (as determined by field measurement); (b) if subgrade/roadbase preparation work is done by third parties and actual depth of asphalt is greater than the depth specified above, Buyer will be billed for all overrun of roadbase/asphalt materials on a per-ton basis in accordance with the Company's going rates; (c) the contract price is based on the estimated price of materials as of the date hereof; Buyer acknowledges and agrees that such amount is an estimate only that that Buyer will be responsible to pay for the actual cost of such materials; (d) the contract price assumes that all concrete is without rebar, and if any rebar is found, then the contract price will be increased accordingly; (e) the Services expressly exclude all dewatering and hard rock digging; provided that, if encountered, the Company may agree to perform such services on a time and materials basis; (f) no cost for bonds, permits, licenses, fees, engineering, survey, traffic control, saw cutting, sterilant, striping, asphalt removal with petromat fabric, or prime coat are included in this Bid Proposal unless specifically indicated; and (g) unless explicitly set forth above, the contract price set forth herein contemplates a single mobilization; Buyer will incur a \$1000 fee for each additional mobilization.

All invoiced amounts are due and payable, without retention or setoff, on the date of the applicable invoice (regardless of whether the Services have been completed). Payment shall be made at the Company's principal office in Mapleton, Utah in cash or check – CREDIT AND DEBIT CARDS ARE NOT ACCEPTED. Buyer is responsible for all sales, use and excise taxes, and any similar taxes, duties, and charges of any kind imposed by any governmental authority on amounts payable by Buyer hereunder. Any amounts that remain unpaid for more than fifteen (15) days shall be deemed past due and shall accrue interest at a rate of 1.5% per month (18% per annum) until paid in full. Buyer agrees to be fully responsible for all collection, attorneys' fees, lien fees, and court costs incurred by the Company in connection with the collection of any unpaid and past due amounts, including accrued interest, whether or not legal proceedings are instituted.

Respectfully submitted by _____ Authorized Representative

Britton Jensen, Estimator

Acceptance of Bid Proposal

The undersigned hereby (1) authorizes the Company and its representatives to perform the Services and acquire the materials described herein, (2) acknowledges and agrees that the undersigned has read, understood and agrees (on behalf of itself and Buyer) to be bound by the Terms and Conditions set forth below, and acknowledges that such Terms and Conditions are a part of this Bid Proposal and are incorporated herein, and (3) unconditionally and individually guarantees the performance of Buyer's obligations hereunder, including payment and performance of all amounts due to the Company in connection herewith, without regard to the financial status or solvency of Buyer. This signed Bid Proposal must be delivered to the Company at its principal office in Mapleton, Utah.

Buyer/Agent

Print Name _____

Buyer/Agent

Signature _____

Date _____

Terms and Conditions

This Bid Proposal, which includes these Terms and Conditions, supersedes and replaces any and all prior or contemporaneous understandings, promises, negotiations, communications, representations, or warranties that may have been provided to Buyer, express or implied, written or oral; provided that the express terms set forth above shall prevail to the extent inconsistent with these Terms and Conditions. The Company's provision of the Services does not constitute acceptance of any of Buyer's terms and conditions set forth in a separate document and such terms and conditions do not serve to modify or amend the terms of this Bid Proposal.

BUYER OBLIGATIONS. Buyer will cooperate with the Company in all matters related to the Services and respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Company to provide the Services, and the Company shall have no liability with respect to any such direction, information, approvals, authorizations, or decisions made or provided by Buyer or its apparent representatives, regardless of any written or oral advice or representation made by the Company or its representatives with respect to the subject matter thereof. In addition to the foregoing, to the extent the Company's performance hereunder is prevented or delayed by any act or omission by Buyer or its representatives, the Company will not be liable for any costs, charges, or losses sustained or incurred by Buyer, directly or indirectly, in connection with such prevention or delay.

PROJECT PLANS/SPECIFICATIONS. To the extent the project for which the Services are rendered is described in any plans and/or specifications, Buyer represents and warrants that Buyer has provided all such plans and/or specifications to the Company. Buyer acknowledges that any change to such plans and/or specifications (or the provision of plans/specifications not otherwise contemplated hereby) may result in an adjustment to the contract price set forth herein and Buyer agrees to promptly execute all change orders prepared by the Company reflecting such changes and/or price adjustments as a condition of the Company's continued provision of the Services. Notwithstanding anything to the contrary, Buyer acknowledges and agrees that the Company is not an engineering firm and is not responsible for engineering-related liabilities and that Buyer is responsible to acquiring qualified third-party engineering services in connection with the Services.

OPTION TO SUBCONTRACT. Company may, without Buyer's consent, utilize agents or subcontractors in connection with the performance of the work.

CHANGES. Except as otherwise set forth herein, any modification to the Services as described herein that increase the contract price or other costs must be approved by the Company in writing (which approval will not be unreasonably withheld) and such increased price and/or costs shall be invoiced to Buyer. Any change that may result in the reduction of Services, and any corresponding reduction to the contract price, will be negotiated in good faith by the parties; provided that Buyer will be responsible to pay for all materials acquired by the Company in connection with the Services.

DELAYS. The Company shall not be responsible for any delays in the performance of the Services or damage to materials due to labor disputes, weather (additional charges will apply for cold weather paving after October 15th), shortages in material, equipment or labor, acts of God or any other cause beyond the Company's reasonable control. In the event of any such delay, and to the extent reasonably possible, the Company shall complete the Services at the next available opportunity. In the event the Company elects not to perform any further Services as a result of such delay, Buyer shall pay the Company for that portion of the Services rendered prior to the occurrence of such delay, and the Company shall otherwise be fully relieved of all of its duties and responsibilities hereunder without liability to Buyer. Without limiting the foregoing, (a) if the Company is unable to begin performance of the Services on the scheduled date due to the action or inaction of Buyer or its representatives, the entire contract amount set forth herein shall be immediately due and payable, and (b) delays otherwise caused by Buyer or its representatives, directly or indirectly, shall result in all amounts accrued hereunder as of the date thereof to be immediately due and payable.

UTILITIES. Buyer is solely responsible for locating, disconnecting, and capping off all utilities prior to the Company's provision of the Services. The Company is not responsible for damage to any utilities.

PREMISES. Buyer represents and warrants that Buyer either is the owner of the premises where the Services will be rendered or has written authorization from the owner thereof and authority approve this Bid Proposal. Buyer shall be responsible to direct the Company's representatives as to proper ingress and egress of such premises. To the extent that such direction is followed or no direction is given, the Company shall not be responsible for any damage to such premises or adjacent property, including damage to curbs, gutters and sidewalks. The Company will charge Buyer an additional \$75 per vehicle located on such premises that the Company is required to tow or relocate in order to perform the Services. **BUYER WILL BE SOLELY LIABLE FOR ANY DAMAGE TO SUCH VEHICLES OR SURROUNDING PROPERTY.**

TIME OF PERFORMANCE. Unless otherwise specified above, the Services shall be performed Monday through Friday, excluding holidays, during customary daytime hours.

PERMITS. The Company is not responsible to acquire any permits relating to the Services. Buyer is responsible for timely acquiring all such permits and all costs incurred by the Company in connection with Buyer's failure to properly obtain all such permits.

LIMITED WARRANTY. Limited warranty. Eckles Paving hereby warrants materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. Written notice of any defect in the materials and/or workmanship of the Company or nonconformity with the terms of this Bid Proposal must be given to the Company at its address set forth above not later than five (5) days after the completion of the Services. Failure to provide such written notice within such 5-day period shall constitute an unconditional waiver of any such defect or nonconformity. Buyer's sole remedy in connection with the foregoing limited warranty shall be limited to either the repair or replacement of the defect or nonconformity or, by agreement of the parties, a credit to Buyer's account with respect thereto; provided that (a) such limited warranty shall not apply if (i) the defect or nonconformity resulted, directly or indirectly, from the actions or inactions of Buyer or any third party, (ii) proper testing is not completed on subgrade/roadbase placed by a third party, (iii) asphalt placing is done before April 15 or after October 15 of each year (or asphalt maintenance is done before May 1 or after October 1), (iv) seal coat delamination results from previous underlayment or puddling, (v) related to drainage on any overlays or (vi) spalling is caused from salting concrete surface, (vii) new concrete is driven on in less than 7 days from placement; and (b) the Company shall be allotted a reasonable amount of time to evaluate and complete any such repair or replacement. The foregoing limited warranty shall also not apply to drainage if a minimum slope of 2% is not attainable based on existing site conditions. **THE FOREGOING LIMITED WARRANTY REPRESENTS THE COMPLETE WARRANTY OFFERED BY THE COMPANY. EXCEPT AS SET FORTH ABOVE, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES OFFERED BY THE COMPANY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

CONCRETE WARRANTY. Limited warranty. Eckles Paving hereby warrants your concrete surface against any surface peeling or scaling that results from inferior materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. **Warranty Conditions.** The foregoing warranties are subject to the following conditions: 1. The concrete limited warranty excludes cracking. 2. This limited warranty does not cover any peeling or scaling that results from use of chemicals or deicers. 3. The concrete limited warranty excludes any variations of color in the finished surface. Extenders and additives that are incorporated into mixed concrete can cause some areas of the finished surface to be a darker shade than other areas. 4. The concrete limited warranty does not cover damage caused by impact or exposure or contact with any foreign substance or any other mistreatment of the surface. 5. The concrete limited warranty excludes cracking, raising, shifting or settling caused by sub surface ground conditions including underground root growth or any other subsurface issue. **Warranty Limitation.** The liability of Eckles Paving under this warranty will be limited to the repair or replacement of the defective area only. **PROPER CARE AND USE OF CONCRETE SURFACES:** It is important to care for the surface properly to ensure its longevity. The following should be observed: 1. Re-seal concrete every 2-3 years to prevent surface deterioration. Good quality sealer can be purchased at most home improvement supply stores. 2. Concrete should never be exposed to salt or other deicer chemicals. Use sand.

LIMITATION OF LIABILITY. WITHOUT LIMITING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS BID PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE CONTRACT AMOUNT SET FORTH HEREIN.

SITE CONDITIONS. The Company assumes no risk, and shall not be liable for, undisclosed and unforeseen conditions on the premises where the Services are rendered, including hazardous waste, soft subgrade, and/or water table problems. In addition, the Company is not responsible in any way for any (a) subgrade/roadbase placed by Buyer or any third party or the effect that unsuitable subgrade/roadbase might have on newly placed asphalt, or (b) damage to existing sprinkler lines resulting from the Services (and, in any case, the Company will not be responsible for moving such sprinkler lines prior to or in connection with the Services unless otherwise agreed in writing).

ADA COMPLIANCE. The Company will not be responsible, and will not assume any liability, for compliance with the Americans with Disabilities Act, as amended, unless this Bid Proposal reflects, and Buyer provides, an engineered plan that provides for a compliant layout. Except as otherwise set forth above, striping and sloping will match existing striping and sloping.

WATER. Buyer is responsible to provide an adequate water source at the premises. If a sufficient water source is not provided, Buyer shall be responsible for the cost of a fire hydrant meter and water used in connection therewith.

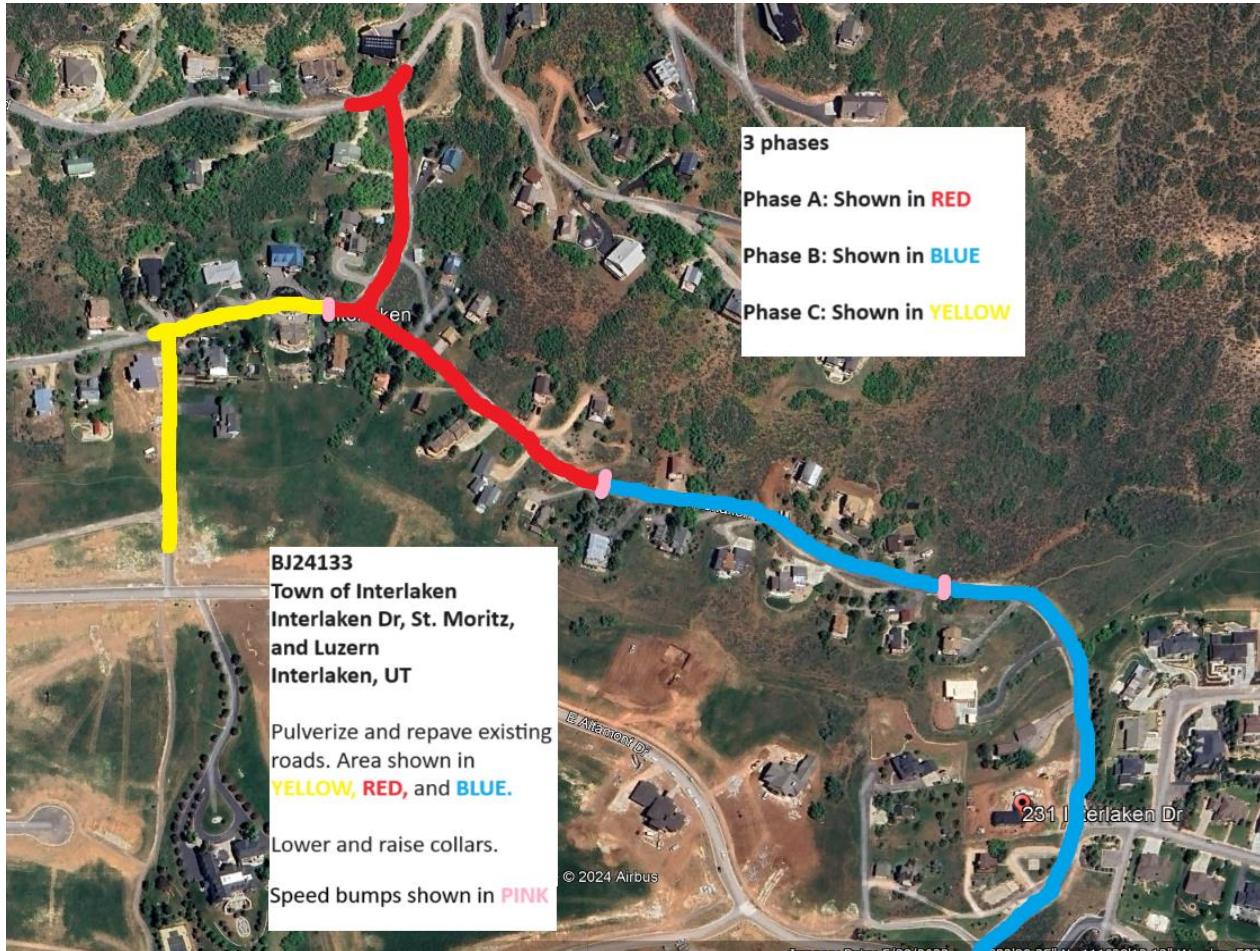
NONSOLICITATION. During the period commencing on the date hereof and ending one year following the completion of the Services, Buyer shall not, without the Company's prior written consent, directly or indirectly, (i) solicit or encourage any person to leave the employment or other service of the Company, or (ii) hire, on behalf of Buyer or any other person or entity, any person who has left the employment of the Company within the one year period following the completion of the Services. In the event of a breach of this provision, and recognizing that compensatory monetary damages resulting from such breach would be difficult to prove, Buyer will be liable to the Company for liquidated damages in an amount equal to such employee or service provider's compensation from the Company during the 12-month period ending on the termination of such employee's employment with or service provider's services to the Company.

PUBLICITY. The Company shall have the right to use Buyer's name and the Services in connection with any referral to potential customers or as examples of the Company's work product.

NO MODIFICATION. Except as explicitly set forth above, Buyer acknowledges and agree that (a) no agent, representative, employee or officer of the Company is authorized to waive or modify any of the terms of this Bid Proposal, and (b) no representation, promise, description of goods or services, or affirmation of fact made by an agent, representative, employee, or officer of the Company shall be effective to waive or modify any of the terms of this Bid Proposal.

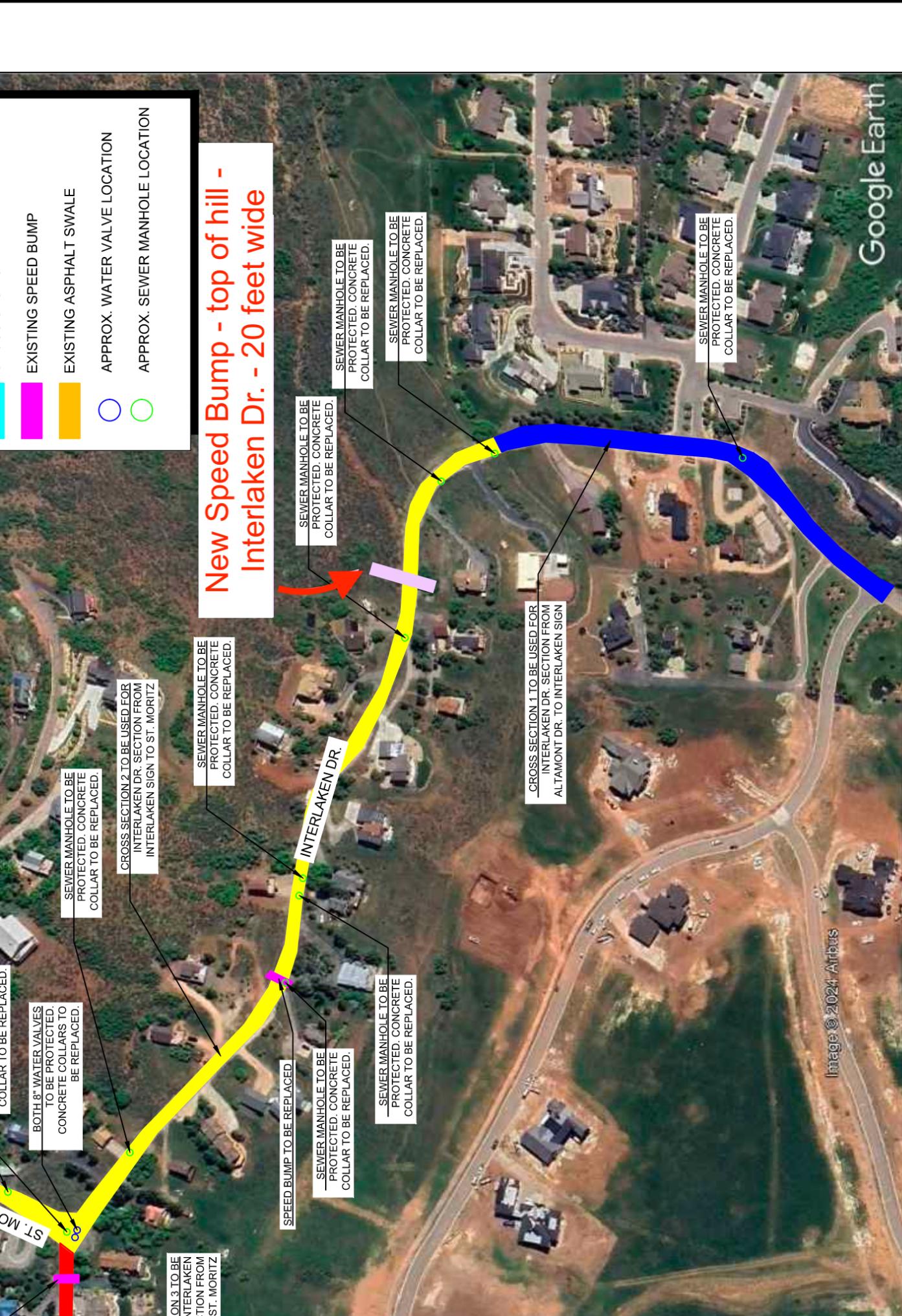
GENERAL PROVISIONS. All matters arising out of or relating to this Bid Proposal and any goods or services relating hereto are governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any conflict of law provision. Any legal suit, action, or proceeding arising out of or relating to this proposal or the Services shall be instituted in the state or federal courts located in Utah County, Utah and each party irrevocably submits to the exclusive jurisdiction of such courts. If any term or provision of this Bid Proposal is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Bid Proposal. Any failure on the part of a party to exercise any right or to enforce any of the terms of this Bid Proposal shall not affect such party's rights nor act as a waiver with respect to other future occurrences. This Bid Proposal is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Bid Proposal. In any action or proceeding to enforce rights under this Bid Proposal, the prevailing party will be entitled to recover costs and attorneys' fees. Buyer hereby irrevocably waives the right to trial by jury in any claim arising out of or relating to this bid proposal.

PROJECT PLAN



PROJECT PLAN





INTERLAKEN, UT
INTERLAKEN DR AND ST MORITZ ROAD REPAIR AGREEMENT

INTERLAKEN, UT

DATE: 7/17/2024 EIGI IBE: 1

Interlaken Road Repair Project - September 2024**RMA Shared Costs Estimates - Revised 9/10/24**

BHR Calculation		Notes
Total Interlaken Roads Area (sqft)	403,149	Based on 11/14/18 Summit Engineering Survey and measured modifications post-Reserves development
Area Shared with BHR (sqft)	83,925	Based on 11/14/18 Summit Engineering Survey
% Shared Road Surface with BHR	20.82%	
Interlaken Lots	149	
BHR Lots	41	
Total Lots	190	
% BHR Lots	21.58%	
(% Shared Road Area) times (% Lots)	4.49%	% Shared expense percentage RMA calc
Total Cost of project	\$ 278,503	Based on Eckles bid revised on 8/20/24
Cost of 3 Speed Bumps	\$ (2,970)	
Cost for Lower Luzern - The Reserves Portion	\$ (15,550)	Based on sq footage and mobilization cost
Total Cost of Project for Interlaken Town Roads Only	\$ 259,983	Lower Luzern Repair & Speed Bumps subtracted out
BHR Share - Estimated	\$ 11,679	Total to be paid by BHR as per RMA % calc

The Reserves Calculation		Notes
Lot Calculations		
Interlaken Lots	149	
BHR Lots	41	
Reserves Lots	12	
Total Lots	202	
% Reserves Lots	5.94%	
Sq Footage of Reserves Shared Road-Improved	\$ 8,680	Measured 8/16/24 by Eckles
Eckles Bid Numbers		
Surface Replacement Per Square Foot Cost	\$ 3	
Sewer Lid Replacement Cost	\$ 1,350	
Water Valve Replacement Cost	\$ 1,100	
Number of Sewer Lids	\$ -	
Number of Water Valves	\$ -	
Total Cost for Reserves Shared Section	\$ 26,040	Total Road work charges for shared section
Prorated Factor - Lot%	5.94%	% Shared expense percentage RMA calc
The Reserves Share for Shared Section of Interlaken Dr.	\$ 1,547	
Reserves Lower Luzern Road Replacement Cost	\$ 15,550	The Reserves portion for Lower Luzern Rd
The Reserves Share - Estimated	\$ 17,097	Total to be paid by The Reserves w/ Luzern Rd Share

Interlaken Town Portion of Total Cost		Notes
Interlaken Town Share - Estimated	\$ 249,727	Total cost \$278,503 minus Shared Contributions

Percentages Paid of Total Project Cost		Notes
Interlaken Town	90%	Percent of total cost of Project \$278,503
Burgi Hill Ranches	4%	Percent of total cost of Project \$278,503
The Reserves (includes non-shared section of Luzern Rd)	6%	Percent of total cost of Project \$278,503

Percentages Paid of Interlaken Road System Total Cost		Notes
Interlaken Town	96%	Percent of cost of Interlaken Roads \$259,983
Burgi Hill Ranches	4%	Percent of cost of Interlaken Roads \$259,983
The Reserves (Doesn't include Lower Luzern Rd.)	1%	Percent of cost of Interlaken Roads \$259,983

INTERLAKEN TOWN INTERMITTENT ROAD CLOSURES SCHEDULED FOR

9/18 - 9/26

Limited access to:

- The Reserves**
- Burgi Hill Ranches**
- Interlaken Dr.**
- St. Moritz Rd.**
- Big Matterhorn Way**
- Luzern Rd.**

For more information visit

town-of-interlaken.com

Interlaken Town Road Closures 9/18/24 – 9/26/24

Interlaken Town will be performing major road improvements in September. Portions of the Interlaken Town road system will be closed during this period. The following schedule summarizes the project and resulting closures:

- **Tue 9/17** – utilities will be lowered (all homes accessible except where equipment is operating)
- **Wed 9/18** – milling and pulverization (all homes accessible except where equipment is operating)
- **Thu 9/19** – milling and pulverization (all homes accessible except where equipment is operating)
- **Fri 9/20** – surface grading (all homes accessible except where equipment is operating)
- **Mon 9/23** – surface grading (all homes accessible except where equipment is operating)
- **Tue 9/24** – paving Day 1 Phase A (**All St. Moritz and Big Matterhorn homes, a couple homes on Jungfrau, and a portion of Interlaken Dr. will be not able to access homes** - see attached map for road closure and recommended parking areas)
- **Wed 9/25** – paving Day 2 Phase B (**Lower Interlaken Dr. and Edelweiss will not be able to access homes** - see attached map for road closure and recommended parking areas)
- **Thu 9/26** – paving Day 3 Phase C (**A portion of Interlaken Dr. and Luzern will not be able to access homes** – see attached map for road closure and recommended parking areas)
- Thu 10/10 – restore utilities – most likely will happen sooner (all homes accessible except where equipment is operating)

Additional Important Information

- **Emergency vehicles** will be allowed passage on any road marked closed, to ensure that emergency medical and fire safety teams can access all homes in Interlaken.
- **Delivery trucks, construction equipment, trucks with trailers, boats, and heavy equipment** are not allowed on any of the newly paved surfaces **until 48 hours after the project is complete**. This means NO traffic of this kind **from 9/24 through 9/28**. We're especially concerned about trailers and anything heavy as they will damage the new asphalt surface permanently. Follow signage and updates as we get closer to the project. Normal vehicles will be allowed 24 hours after a section is completed. Please drive cautiously on the new roads for the first couple days. Keep your car moving as you turn your steering wheel. Don't turn your wheels when stationary – this will scuff the asphalt.

- The town will lift its ban on overnight parking for paving days only (Tue 9/24-Thu 9/26) throughout town. Stay out of the sections of road that are being worked on – Phases A, B, and C. Remember if your car is blocking the road work, you will be fined, and your car will be towed and impounded at your expense. Please do not block driveways, park on private property, block fire hydrants or the state park entrance on Big Matterhorn, and use wide, straight sections of the roads to park. Park off the road on the shoulder as much as you can. The best parking spots are down in the Reserves, if you can handle the walk. I measured the distance from the intersection of Luzern and Cambridge to the top of Big Matterhorn – it's .6 miles all the way to the top. Use the attached maps for recommended parking spots on each day of paving.
- There will be significant fines for **ANY VEHICLE TRAVELING OVER A ROAD MARKED OR FENCED OFF AS CLOSED - \$5000**. Don't test us on this one. You will be fined.

Special Note for St. Moritz and Big Matterhorn residents. You will **NOT** be able to leave town from your house or drive back to your house on the first day of paving (Tues 9/24) from 8:00am Tues 9/24 through 8:00am Wed 9/25. The Y-junction at St. Moritz and Jungfrau will be freshly paved that day and closed for 24 hours while it cures. See the attached parking map for Day 1 – Phase A for recommended spots to park your car overnight.

The attached documents provide more information about the project, road closures, and suggested parking spots.

Thanks for your cooperation,

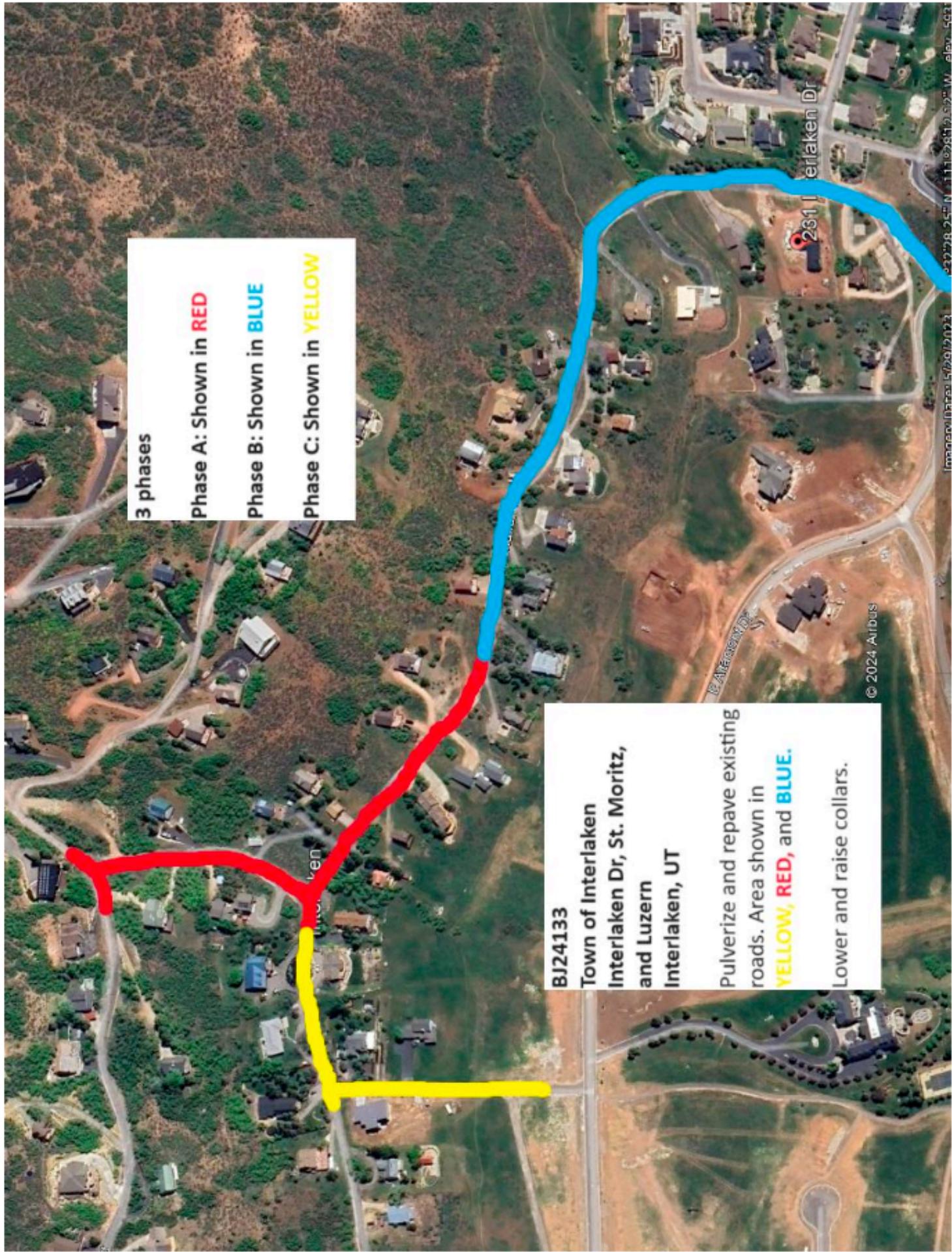
Bart Smith, Interlaken Town Administrator

interlakenclerk@gmail.com

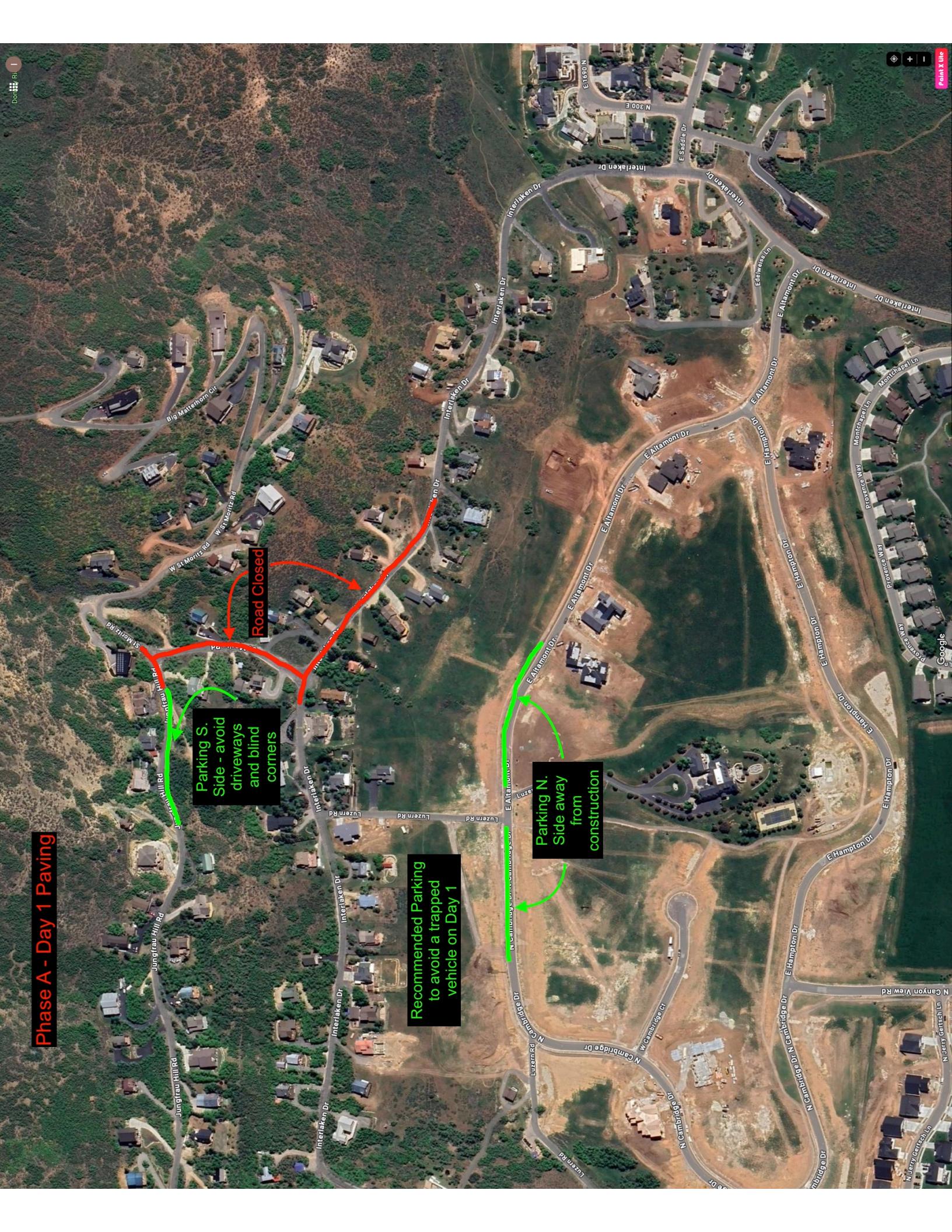
435-565-3812

Interlaken Town Road Improvement Schedule - Revised 9/9/24				
Dates	Activity	Road Sections Affected	Travel Restrictions	Alternate Routes
9/17	Sewer lids and water valves lowered	See map - Red, Blue, & Yellow sections	Be aware of workers in roadway and look for alternative routes.	Based on the location of the equipment, use alternate access points to/from town via lower Interlaken Dr. or Luzern through the Reserves. Access available for all homes.
9/18 - 9/19	Asphalt pulverization milling	Red, Blue, & Yellow sections	Access will be limited as equipment moves throughout town - watch for equipment and change route accordingly. Order of work will most likely follow Phase A: Red, Phase B: Blue, and Phase C: Yellow. Roadways can be used after milling is complete.	Based on the location of the equipment, use alternate access points to/from town via lower Interlaken Dr. or Luzern through the Reserves. Access available for all homes.
9/20	Grading of roads	Red, Blue, & Yellow sections	Same as milling - access will be limited as equipment moves throughout town - watch for equipment and change route accordingly. Order of work will most likely follow Phase A: Red, Phase B: Blue, and Phase C: Yellow. Roadways can be used after grading is complete.	Based on the location of the equipment, use alternate access points to/from town via lower Interlaken Dr. or Luzern through the Reserves. Access available for all homes.
9/23	Grading of roads	Red, Blue, & Yellow sections	Same as milling - access will be limited as equipment moves throughout town - watch for equipment and change route accordingly. Order of work will most likely follow Phase A: Red, Phase B: Blue, and Phase C: Yellow. Roadways can be used after grading is complete.	Based on the location of the equipment, use alternate access points to/from town via lower Interlaken Dr. or Luzern through the Reserves. Access available for all homes.
9/24	Final Paving Day 1 - Phase A	Red Section - St. Moritz and Interlaken Dr. Including junction with Jungfrau	Red Section - Portions of Interlaken Dr. and St. Moritz closed for 24 hours. DO NOT use this section of road. You will be fined. Obey closure signage and use the suggested overnight parking spots. Plan to leave vehicle overnight the night before if you need to drive out of town on Day 1.	Homes on St. Moritz and Big Matterhorn above the St. Moritz-Jungfrau Junction will NOT HAVE ACCESS to their homes via car for 24 hours. All construction traffic will be shut down during this period.
9/25	Final Paving Day 2 - Phase B	Blue Section - lower Interlaken Dr.	Blue Section - lower Interlaken Dr. to the Reserves entrance closed for 24 hours. DO NOT use this section of road. You will be fined. Obey closure signage and use the suggested overnight parking spots. Plan to leave vehicle overnight the night before if you need to drive out of town on Day 2.	Use Interlaken Dr. and Luzern access to town - Red and Yellow Sections.
9/26	Final Paving Day 3 - Phase C	Yellow Section - Luzern Rd. and Interlaken Dr.	Yellow Section - upper Luzern and Interlaken west of St. Moritz Closed for 24 hours. DO NOT use this section of road. You will be fined. Obey closure signage and refer to suggested parking spots. Plan to leave vehicle overnight the night before if you need to drive out of town on Day 3.	Use St. Moritz and Interlaken Dr. for access to town - Red and Blue Sections.
10/10	Completion of work - Raising of Utilities	All roads should be open for travel. Obey signage.	Be aware of workers in roadway and look for alternative routes.	Based on the location of the equipment, use alternate access points to/from town via lower Interlaken Dr. or Luzern through the Reserves. Access available for all homes.

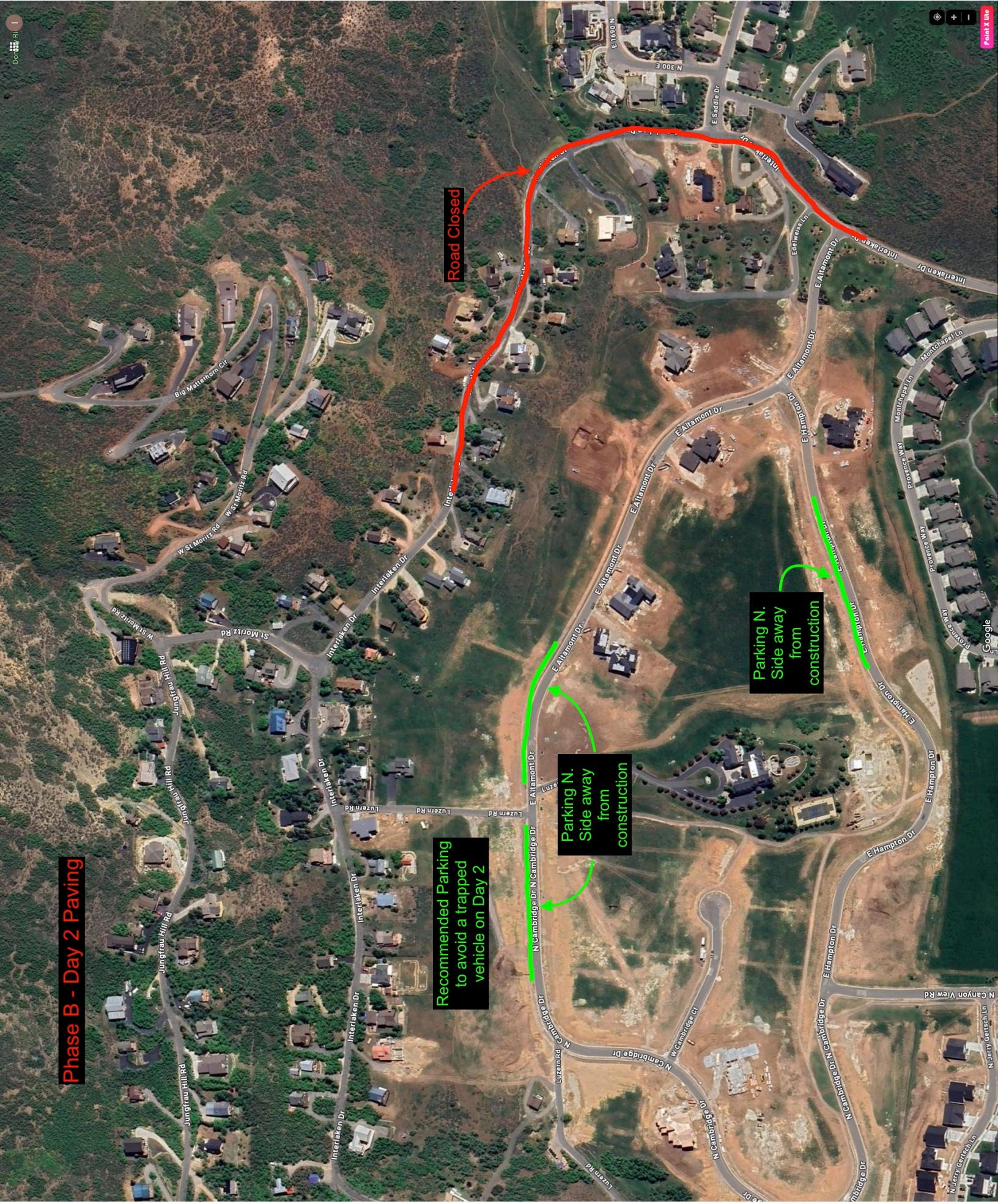
PROJECT PLAN



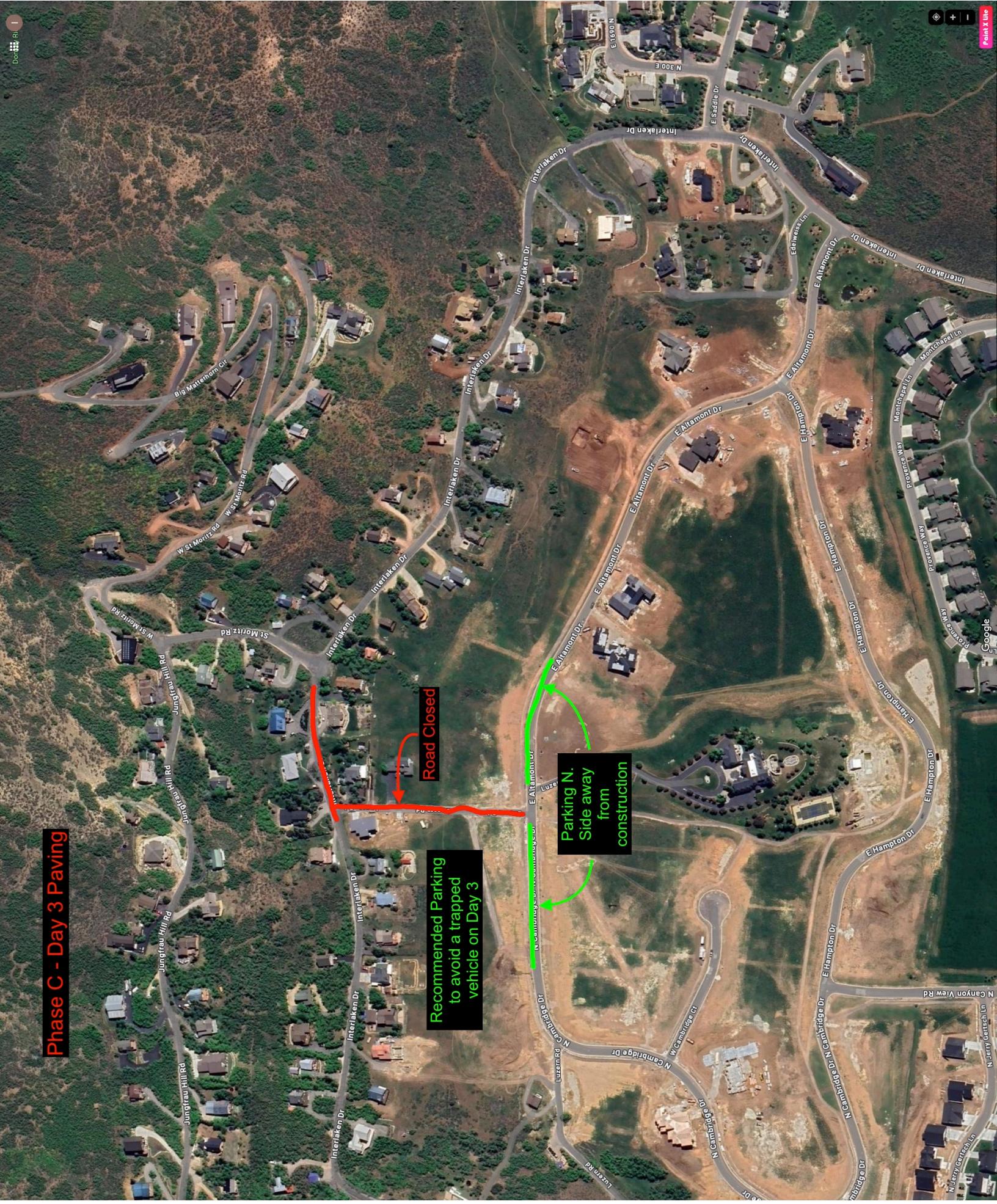
Phase A - Day 1 Paving



Phase B - Day 2 Paving



Phase C - Day 3 Paving

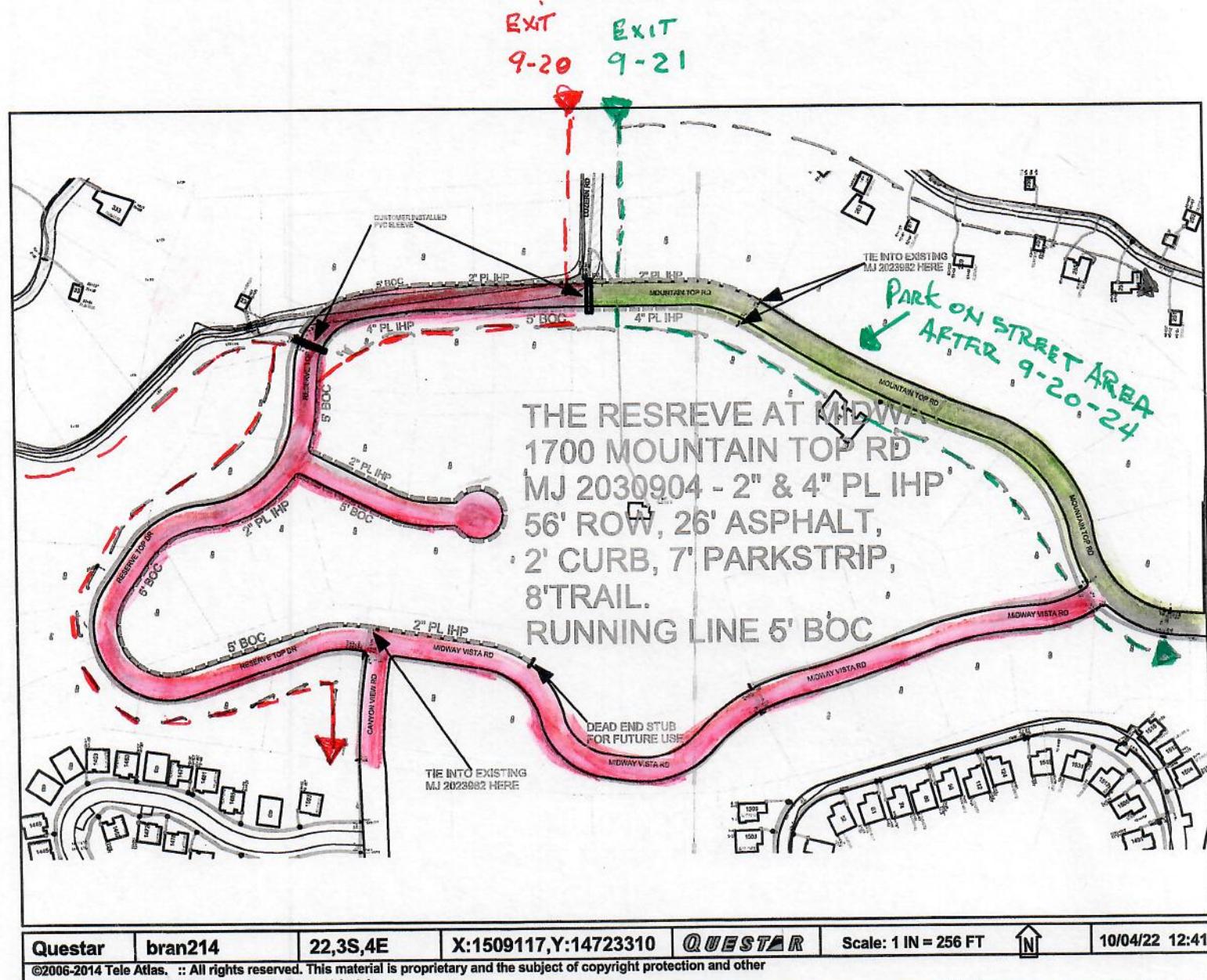


The Reserves will be applying slurry seal to their roads on 9/20/24 and 9/21/24.

The seal requires 24 hours to set, so access in and out of The Reserves will be affected.

Some Interlaken Town homes will be affected. Luzern homes west of the pumphouse will not have access to Luzern Rd. and their homes on Saturday 9/21/24.

See the map below for scheduled road closures and planned travel routes.



Dag 1 9-20-24 Friday

Dag 2 9-21-24 Saturday

----- Friday 9-20-24 Exit Route

----- Saturday 9-21-24 Exit Route

**INTERLAKEN TOWN
WASATCH COUNTY, UTAH**

FAILURE TO OBEY ROAD CLOSURES FINEABLE OFFENSE

September 10, 2024

ORDINANCE NO. 14

**AN ORDINANCE ESTABLISHING A FINEABLE OFFENSE FOR VIOLATION OF
SCHEDULED AND POSTED ROAD CLOSURES DURING AND AFTER ROAD
MAINTENANCE OR IMPROVEMENT ACTIVITY**

WHEREAS, INTERLAKEN TOWN maintains the right to undertake town road maintenance and improvement projects that benefit the residents and visitors of Interlaken Town;

WHEREAS, INTERLAKEN TOWN invests public funds for road maintenance and improvement projects and maintains the right to protect those investments on behalf of its residents;

WHEREAS, INTERLAKEN TOWN maintains the right to enforce temporary scheduled and posted road closures during such times that protect those investments;

NOW, THEREFORE, it is hereby ORDAINED, by the Town Council of Interlaken Town, Wasatch County, Utah, to establish as a penalty, a fine of \$5000, for any vehicle operator who operates their vehicle on a section of Interlaken Road designated as CLOSED either during or following a road maintenance or improvement project. Each violation of this ordinance shall be treated as a separate offense, subject to the same penalty.

APPROVED AND ADOPTED this 10TH day of September, 2024.

APPROVER:

Mayor: Gregory Harrigan

ATTEST:

Town Clerk and Administrator: Bart Smith

(SEAL)

GENERAL SERVICES AGREEMENT BETWEEN OWNER AND CONSULTANT FOR PROFESSIONAL SERVICES

This is an Agreement effective as of September 3, 2024, between INTERLAKEN TOWN (“OWNER”) and JONES & DEMILLE ENGINEERING, INC., a Utah corporation, or its subsidiaries including, but not limited to CAMPBELL ARCHITECTURE, LLC, (“CONSULTANT”). OWNER retains CONSULTANT to perform Professional Services for an unknown number of projects (“Assignments or Services”). The parties enter into this Agreement for the purpose of creating a general agreement that will provide standard and uniform terms for certain subsequent agreements to be entered into between CONSULTANT and OWNER.

OWNER and CONSULTANT, in consideration of their mutual covenants as set forth herein, agree as follows:

ARTICLE 1—CONSULTANT’S SERVICES

1.01 Scope

- A. CONSULTANT shall provide the services set forth in Exhibit A or as approved in writing by OWNER and shall not be responsible to provide any services not expressly contained in Exhibit A (Scope of Work) and Exhibit B (Standard Terms and Conditions).
- B. Upon this Agreement becoming effective, CONSULTANT is authorized to begin services set forth in Exhibit A.
- C. Upon execution of an Assignment Order by OWNER and CONSULTANT, services will be performed by CONSULTANT in accordance with this Agreement and its exhibits, and as limited or expanded upon by the terms agreed upon in the Assignment Order.

ARTICLE 2—OWNER’S RESPONSIBILITIES

2.01 General

1. OWNER shall have the responsibilities set forth herein and in Exhibit A.

ARTICLE 3–TIMES FOR RENDERING SERVICES

- 3.01 CONSULTANT's services will be performed within the time period or by the date stated in Exhibit A or as approved by OWNER.
- 3.02 If CONSULTANT's services are delayed or suspended in whole or in part by OWNER, CONSULTANT shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by CONSULTANT in connection with, among other things, such delay or suspension and reactivation.

ARTICLE 4–PAYMENTS TO CONSULTANT

- 4.01 Methods of Payment for Services of CONSULTANT.
 - A. OWNER shall pay CONSULTANT for services rendered under this Agreement as follows:
 1. Approved Hourly Rates plus Reimbursable Expenses to be paid for services described in Exhibit A and to be paid as outlined in Exhibit C.
 2. Or, if both the Owner and the CONSULTANT agree to a defined Scope of Work, a Lump Sum amount may be agreed upon. Lump sum progress payments may be invoiced monthly by percentage of completion throughout the project.
- 4.02 Other Provisions Concerning Payment
 - A. Adjustments. CONSULTANT's compensation is conditioned on time to complete each Assignment. Should the time to complete an Assignment be extended beyond this period, due to reasons not the fault of CONSULTANT, compensation to CONSULTANT shall be appropriately adjusted.
 - B. For Additional Services. OWNER shall pay CONSULTANT for all services not included in the scope of this Agreement on the basis agreed to by the parties at the time such services are authorized by OWNER.

ARTICLE 5–DESIGNATED REPRESENTATIVES

- 5.01 Contemporaneous with the execution of this Agreement, CONSULTANT and OWNER shall each designate specific individuals as CONSULTANT's and OWNER's representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignments or Services on behalf of their respective party.

ARTICLE 6–CONTENT OF AGREEMENT

- 6.01 The following Exhibits are incorporated herein by reference:

- A. Exhibit A, "Further Description of Services, Responsibilities, Time, and Related Matters," consisting of 2 pages.
- B. Exhibit B, "Standard Terms and Conditions," consisting of 6 pages.
- C. Exhibit C, "Payments to CONSULTANT," consisting of 2 pages.
- D. Exhibit D, "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative," consisting of 5 pages.

6.02 Total Agreement

This Agreement (consisting of pages 1 to 3, inclusive), together with the Exhibits identified in paragraph 6.01, constitutes the entire agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the Effective Date which is indicated on page 1.

OWNER:

Interlaken Town

By: _____

Name: _____

Date Signed: _____

Address for giving notices:

PO Box 1256

Midway UT 84049

Designated Representative:

Name: Greg Harrigan

Title: Mayor

Phone Number: 435-565-3812

Email Address: interlaken.mayor@gmail.com

CONSULTANT:

Jones & DeMille Engineering, Inc.

By: _____

Name: Darin Robinson

Date Signed: September 3, 2024

Address for giving notices:

1535 South 100 West

Richfield, UT 84701

Designated Representative:

Name: Matt Laurendeau

Title: Team Leader

Phone Number: (435) 896-8266

Email Address: matt.l@jonesanddemille.com

This **EXHIBIT A**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated September 3, 2024.

Further Description of Services, Responsibilities, Time, and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

A.1.01 CONSULTANT's Services

A. CONSULTANT shall provide civil engineering, planning, architectural and related services on an ongoing basis. CONSULTANT's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that CONSULTANT shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Assignments shall include, but are not limited to, the following work categories:

1. Preconstruction and design engineering
2. Construction administration and engineering
3. Surveying
4. Materials testing
5. Planning and studies
6. Funding acquisition
7. Environmental
8. Inspection services
9. Contractor procurement and negotiation
10. Public interaction
 - a. Marketing
 - b. Website management
 - c. Social media marketing
 - d. YouTube advertising
 - e. Illustrative business ideas
11. Digital tools
 - a. Website development
 - b. Web applications and concept planning
12. Emergency preparedness planning
13. Architectural
 - a. Design architecture
 - b. Historical restoration
 - c. Programming
14. Other related services

B. CONSULTANT shall, prior to initiation of an Assignment, provide OWNER an estimated total cost, time and estimated completion date for each project. CONSULTANT shall not begin work until OWNER's approval is given by issuing an approved Assignment Order, as included as Attachment A1.

A.2.01 OWNER's Responsibilities

- A. OWNER shall provide approval of Assignments, estimated cost, time and estimated completion date; and:
 1. Participate in progress and decision meetings with CONSULTANT.
 2. Promptly respond to communications and requests from CONSULTANT.
 3. Provide existing maps, permits, correspondence and all other applicable information not already in CONSULTANT's possession.
 4. Respond in a timely manner so as not to delay the services of the CONSULTANT.
- B. CONSULTANT shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing CONSULTANT's services under this Agreement.
- C. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

A.3.01 Times for Rendering Services

- A. The time period for the performance of CONSULTANT's services shall be within the milestones established per each Assignment.

This **ATTACHMENT A1**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated September 3, 2024.



ASSIGNMENT ORDER

In accordance with the General Services Agreement Between Owner and Consultant, dated _____ ("Agreement"), Owner and Consultant agree as follows:

1. *Specific Project Data.*

Project Title: _____ (the "Assignment")
Description: _____

2. *Services of Consultant.* Consultant's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that Consultant shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Consultant incorporates herein by reference those services set forth in Section A.1.01 of Exhibit A of the Agreement and adds the following services specific to the Assignment:

a. ///
b. ///

Owner's Responsibilities. Owner shall have those responsibilities set forth in Section A.2.01 of Exhibit A of the Agreement.

3. *Times for Rendering Services.* Consultant's services will be performed by _____.

4. *Payments to Consultant.* Owner shall pay Consultant for the above assignment as follows:

Execution of this Assignment Order by Owner and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon receipt of a copy of this Assignment Order signed by Owner.

JONES & DEMILLE ENGINEERING, INC.

Signature

Signature

Title

Title

Date

Date

[Project Number]

1535 South 100 West
Richfield, UT 84701
435.896.8266

50 South Main, Suite 4
Manti, UT 84642
435.835.4540

38 West 100 North
Vernal, UT 84078
435.781.1988

1675 South Highway 10
Price, UT 84501
435.637.8266

520 West Highway 40
Roosevelt, UT 84066
435.722.8267

775 West 1200 North
Suite 200
Springville, UT 84663
801.692.0219

1664 South Dixie Drive
Building G
St. George, UT 84770
435.986.3622

7 South Main Street
Suite 314
Tooele, UT 84074
435.268.8089

696 North Main Street
PO Box 577
Monticello, UT 84535
435.587.9100

545 East Cheyenne Drive
Suite C
Evanston, WY 82930
307.288.2005

20 West Main Street
Suite 112
Cortez, CO 81321
970.739.5408



ASSIGNMENT ORDER

In accordance with the General Services Agreement Between Owner and Consultant, dated _____ ("Agreement"), Owner and Consultant agree as follows:

1. *Specific Project Data.*

Project Title: _____ (the "Assignment")

Description: _____

2. *Services of Consultant.* Consultant's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that Consultant shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Consultant incorporates herein by reference those services set forth in Section A1.01 of Exhibit A of the Agreement and adds the following services specific to the Assignment:

- a. ///
- b. ///

Owner's Responsibilities. Owner shall have those responsibilities set forth in Section A.2.01 of Exhibit A of the Agreement.

3. *Times for Rendering Services.* Consultant's services will be performed by _____.

4. *Payments to Consultant.* Owner shall pay Consultant for the above assignment as follows: _____.

Execution of this Assignment Order by Owner and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon receipt of a copy of this Assignment Order signed by Owner.

CAMPBELL ARCHITECTURE, LLC

Signature

Signature

Title

Title

Date

Date

[Project Number]

This **EXHIBIT B**, consisting of 6 pages, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated September 3, 2024.

Standard Terms and Conditions

Article 6 of the Agreement is amended and supplemented to include the following agreement of the parties:

B.6.01.B Standard Terms and Conditions

1. Standard of Care

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by member of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

2. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or CONSULTANT. CONSULTANT's services under this Agreement are being performed solely for OWNER's benefit, and no other entity shall have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. OWNER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

3. Payments to CONSULTANT

Payment amounts shall be made in accordance with Article 4.01. Work will be halted if payments are not made in a timely manner.

4. Insurance

CONSULTANT will maintain insurance coverage for Workers Compensation, General Liability, Automobile Liability and professional liability, in amounts mutually agreed upon, and will provide certificates of insurance to OWNER upon request.

5. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including, but not limited to, reasonable fees and charges of CONSULTANTs, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners,

employees, and consultants in the performance of CONSULTANT's services under this Agreement.

b. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including, but not limited to, reasonable fees and charges of CONSULTANTs, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.

c. To the fullest extent permitted by law, CONSULTANT's total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages and expenses caused in part by the negligent entity or individual, shall not exceed the percentage share that CONSULTANT's negligence bears to the total negligence of OWNER, CONSULTANT, and all other negligent entities and individuals.

d. In addition to the indemnity provided under paragraph B.6.01.B.5.b. of this Exhibit, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and CONSULTANT's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including, but not limited to, all fees and charges of CONSULTANTs, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition(s), provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and (ii) nothing in this paragraph B.6.01.B.5.d shall obligate OWNER to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

e. The indemnification provision of paragraph B.6.01.B.5.a. is subject to and limited by the provisions agreed to by OWNER and CONSULTANT in paragraph B.6.01.B.6, "Limit of Liability" of this Agreement.

f. CONSULTANT's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event OWNER later elects to reduce design professional's scope of services, OWNER hereby agrees to release, hold harmless, defend and indemnify CONSULTANT from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

6. Limit of Liability.

To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, agents, and consultants, or any of them to OWNER and anyone claiming by, through, or under OWNER, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes, including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of CONSULTANT or

CONSULTANT's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of compensation for services.

7. Dispute Resolution

a. OWNER and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation.

b. If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 20 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.

c. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.

d. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.

e. The mediator shall not be a witness in any legal proceedings related to this Agreement.

8. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to CONSULTANT all amounts owing to CONSULTANT under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

9. Access

OWNER shall arrange for safe access to and make all provisions for CONSULTANT and CONSULTANT's Consultants to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

10. Hazardous Environmental Conditions

It is acknowledged by both parties that CONSULTANT's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed there in connection with the Assignment. In the event CONSULTANT or any other party encounters a Hazardous Environmental Condition, CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate,

remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. OWNER acknowledges that CONSULTANT is performing professional services for OWNER and that CONSULTANT is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with CONSULTANT’s activities under this Agreement.

11. Patents

CONSULTANT shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising there from. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

12. Ownership and Reuse of Documents

All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service, and CONSULTANT shall retain an ownership and property interest therein. Reuse of any such documents by OWNER shall be at OWNER’s sole risk; and OWNER agrees to indemnify, and hold CONSULTANT harmless from all claims, damages, and expenses including attorney’s fees arising out of such reuse of documents by OWNER or by acting through OWNER.

13. Use of Electronic Media

a. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk.

b. When transferring documents in electronic media format, CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of any assignment or service.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data’s creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. CONSULTANT shall not be responsible for maintaining documents stored in electronic media format after acceptance by OWNER.

14. Opinions of Probable Construction Cost

a. Construction Cost is the cost to OWNER to construct proposed facilities. Construction Cost does not include costs of services of CONSULTANT or other design professionals and consultants, cost of land, rights-of-ways, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with OWNER's contemplated project, or the cost of other services to be provided by others to OWNER pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.

b. CONSULTANT's opinions of probable Construction Cost provided for herein are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgment as an experienced and qualified professional generally familiar with the industry. However, since CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. CONSULTANT cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by CONSULTANT. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

15. Opinions of Total Project Costs

a. Total Project Costs are the sum of the probable Construction Cost, allowances for contingencies, the estimated total costs of services of CONSULTANT or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, and OWNER's cost for legal, accounting, insurance counseling or auditing services, and interest and financing charges incurred in connection with a proposed project, and the cost of other services to be provided by others to OWNER pursuant to this Agreement.

b. CONSULTANT assumes no responsibility for the accuracy of opinions of Total Project Costs.

16. Force Majeure

CONSULTANT shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond CONSULTANT's reasonable control.

17. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

18. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

19. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Nonenforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20. Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

21. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

22. Controlling Law

This Agreement is to be governed by the law of the State of Utah, in which the CONSULTANT's principal office is located.

23. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

24. Betterment

If, due to the CONSULTANT's negligence, a required item or component of the Project is omitted from the CONSULTANT's construction documents, the CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

25. Estimates of Probable Construction Cost

In providing estimates of probable construction cost, the OWNER understands that the CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT's estimates of probable construction costs are made on the basis of the CONSULTANT's professional judgment and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the CONSULTANT's estimate of probable construction cost.

This **EXHIBIT C**, consisting of 1 page, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated September 3, 2024.

Payments to CONSULTANT for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS TO THE CONSULTANT

C4.01 For Services Set forth in Exhibit A – Lump Sum or Approved Hourly Rates plus Reimbursable Expenses

A. OWNER shall pay CONSULTANT for General Consulting Services as follows:

1. General Consulting Services: For Consulting Services set forth in Exhibit A:
 - i. Hourly: an amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees multiplied by Approved Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and CONSULTANT's Subconsultant's charges if any.
 - ii. Lump Sum: includes compensation for CONSULTANT's services and services of CONSULTANT's Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

The portion of the Lump Sum amount billed for CONSULTANT's services will be based upon CONSULTANT's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, CONSULTANT may also bill for any such Reimbursable Expenses incurred during the billing period.

C4.02 Approved Hourly Rates

- A. Approved Hourly rates are set forth in this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative, overhead, non-project operating costs, and operating margin or profit.
- B. The Approved Hourly Rates and Reimbursable Expenses may be adjusted or updated periodically (by mutual agreement of the parties) to reflect equitable changes in the compensation payable to CONSULTANT or addition of new employee classes.

This **ATTACHMENT C1**, consisting of 1 page, referred to in and part of the Agreement between Owner and CONSULTANT for Professional Services dated September 3, 2024.

Consultant Services Hourly Rates as of June 1, 2024

ENGINEERING SERVICES		ENVIRONMENTAL SERVICES	
Principal	\$ 270.00	Environmental Project Manager	\$ 165.00
Senior Planner	\$ 220.00	Environmental Scientist	\$ 144.00
Planner III	\$ 150.00	Environmental Technician	\$ 100.00
Planner II	\$ 130.00		
Planner I	\$ 110.00		
Structural Engineer	\$ 240.00	ARCHITECTURAL SERVICES	
Senior Project Manager II	\$ 255.00	Senior Architect	\$ 193.00
Senior Project Manager I	\$ 222.00	Project Architect	\$ 165.00
Project Manager III	\$ 200.00	Assistant Project Manager	\$ 150.00
Project Manager II	\$ 192.00	Architectural Designer III	\$ 145.00
Project Manager I	\$ 175.00	Architectural Designer II	\$ 120.00
Assistant Project Manager	\$ 150.00	Architectural Designer I	\$ 110.00
Senior Project Engineer III	\$ 235.00		
Senior Project Engineer II	\$ 183.00	CAD SERVICES	
Senior Project Engineer I	\$ 170.00	Senior CAD Designer II	\$ 202.00
Project Engineer	\$ 160.00	Senior CAD Designer I	\$ 169.00
Graduate Engineer IV	\$ 150.00	CAD Designer III	\$ 150.00
Graduate Engineer III	\$ 140.00	CAD Designer II	\$ 139.00
Graduate Engineer II	\$ 125.00	CAD Designer I	\$ 122.00
Graduate Engineer I	\$ 100.00	Senior CAD Technician	\$ 101.00
		CAD Technician	\$ 95.00
CONSTRUCTION SERVICES		GIS SERVICES	
Senior Construction Project Manager II	\$ 190.00	Senior GIS Specialist	\$ 172.00
Senior Construction Project Manager I	\$ 175.00	GIS Specialist	\$ 137.00
Construction Project Manager II	\$ 155.00	GIS Technician	\$ 95.00
Construction Project Manager I	\$ 140.00		
Senior Construction Engineering Technician III	\$ 195.00	ADMINISTRATIVE	
Senior Construction Engineering Technician II	\$ 170.00	Project Accounting Manager	\$ 210.00
Senior Construction Engineering Technician I	\$ 140.00	Project Accountant	\$ 115.00
Construction Engineering Technician III	\$ 125.00	Project Accounting Assistant	\$ 100.00
Construction Engineering Technician II	\$ 115.00	Marketing Manager	\$ 150.00
Construction Engineering Technician I	\$ 95.00	Marketing Assistant III	\$ 115.00
Construction Contract Specialist III	\$ 195.00	Marketing Assistant II	\$ 102.00
Construction Contract Specialist II	\$ 150.00	Marketing Assistant I	\$ 91.00
Construction Contract Specialist I	\$ 110.00	IT Manager	\$ 165.00
SURVEY/STAKING SERVICES		IT Specialist	\$ 145.00
Professional Land Surveyor II	\$ 190.00	Strategic & Communication Manager	\$ 219.00
Professional Land Surveyor I	\$ 175.00	Project Administrative Manager	\$ 163.00
Survey Manager	\$ 160.00	Executive Project Assistant II	\$ 159.00
Senior Survey Office Technician	\$ 150.00	Executive Project Assistant I	\$ 125.00
Survey Office Technician	\$ 145.00	Senior Project Administrative Assistant	\$ 98.00
Survey Technician II	\$ 135.00	Project Administrative Assistant	\$ 84.00
Survey Technician I	\$ 110.00	Website Specialist	\$ 115.00
LAB/MATERIALS TESTING		Software Developer	\$ 260.00
Testing rates/fees – available upon request			
Senior Materials Technician	\$ 145.00	INTERN SERVICES	
Materials Technician	\$ 90.00	Intern II	\$ 85.00
		Intern I	\$ 75.00
OTHER DIRECT COSTS (ODC)			
		Vehicle Mileage (per mile)	\$ 0.67
		4-Wheeler Rental (per day)	\$ 140.00
		Professional Subconsultants	Cost + 15%

This **EXHIBIT D**, consisting of 5 pages, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated September 3, 2024.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 5 of the Agreement is supplemented to include the following agreement of the parties:

5.02 Resident Project Representative

- A. CONSULTANT shall furnish a Resident Project Representative (“RPR”) to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, CONSULTANT shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, CONSULTANT shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall CONSULTANT (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The CONSULTANT (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.01 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR is CONSULTANT's representative at the Site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with CONSULTANT and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with CONSULTANT concerning acceptability.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*
 - a. Serve as CONSULTANT's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist CONSULTANT in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
 - c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by CONSULTANT.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor and notify CONSULTANT of availability of Samples for examination.
 - c. Advise CONSULTANT and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by CONSULTANT.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to CONSULTANT. Transmit to Contractor in writing decisions as issued by CONSULTANT.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to CONSULTANT whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Start-ups:*

- a. Consult with CONSULTANT in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to CONSULTANT.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to CONSULTANT.

11. *Reports:*

- a. Furnish to CONSULTANT periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to CONSULTANT proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
 - c. Furnish to CONSULTANT and OWNER copies of all inspection, test, and system start-up reports.
 - d. Immediately notify CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- 12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CONSULTANT for review and forwarding to OWNER prior to payment for that part of the Work.
- 14. *Completion:*
 - a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final visit to the Project in the company of CONSULTANT, OWNER, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of CONSULTANT's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CONSULTANT.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.



Spencer Foster <sfoster@magutah.gov>

Utah Hazard Mitigation Program Notice of Interest Form (HMGP NOI)

1 message

Google Forms <forms-receipts-noreply@google.com>
To: sfoster@magutah.gov

Thu, Aug 29, 2024 at 4:19 PM

Google Forms

Thanks for filling out [Utah Hazard Mitigation Program Notice of Interest Form \(HMGP NOI\)](#)

Here's what was received.

[Edit response](#)

Utah Hazard Mitigation Program Notice of Interest Form (HMGP NOI)

Please email Maranda Miller (marandamiller@utah.gov) if you have any issues with the survey or additional questions.

Email *

sfoster@magutah.gov

Applicant Entity (Community, etc.) *

Interlaken Town

Point of Contact (POC) Person - Name, Title, & Agency: *

Spencer Foster, Local Administrative Advisor, Mountainland Association of Governments

POC Address: *

586 E 800 N, Orem, UT 84097

POC Email: *

sfoster@magutah.gov

POC Phone: *

801-310-9632

If there is anyone else that you would like associated with the HMGP application who you want included on emails please list their name and email below:

Bart Smith, Interlaken Town Administrator, interlakenclerk@gmail.com

Project Information

Information about HMGP can be found here: <https://www.fema.gov/grants/mitigation/hazard-mitigation>
The 2023 HMA Guidance can be found here: https://www.fema.gov/sites/default/files/documents/fema_hma-program-policy-guide_032023.pdf

Is the project considered eligible under HMA 2023 Guidance (Part 4. Eligibility and Requirements)?

Some common ineligible activities: deferred maintenance or repair, replacement of existing buildings, preparedness and responses activities (purchasing fire trucks, equipment, software, etc.), addresses only man-made hazard.

*



Yes

No Unsure

Does your community have a current FEMA-approved Mitigation Plan? Your community must have adopted a Mitigation Plan in order to be eligible to apply. *

 Yes No Unsure

Project Information

Project Description

What type of hazard(s) will your project address? *

 Earthquake Flood Landslide Wildfire Severe Weather Other:
.....

Briefly describe the project: *

The Town of Interlaken is located on the side of a mountain directly to the North of Midway, UT and adjacent to Wasatch Mountain State Park. In May of 2020, there were a series of fires set by an teenager which spread into the park and threatened homes in Interlaken. Citizens currently do fire mitigation clean-up days to remove flammable debris and dead vegetation. However, much of the burden is placed on one Interlaken staff member and volunteers to do most of this work. Interlaken would love to have funding to put together a fire-resistant

landscaping initiative and work with local landscaping communities to improve its fire mitigation methods. This may involve offering fire resistant plants and materials, providing guidelines and resources for creating defensible space around properties, or organizing more efficient clean-up days to remove flammable debris and dead vegetation.

What problem does the project solve? (ie: flooding of homes, threat to infrastructure, etc.) *

Threat to homes and infrastructure

Project Location/Facilities

Where is the project located? (Address, Lat/Long, etc.) *

326 Luzern Rd. Midway, UT 84049

Is this a critical facility? (Fire Station, Hospital, EOC, etc.) *

- Yes
- No
- Unsure

Is the project site located in a floodplain/Special Flood Hazard Area (SFHA)? *

- Yes
- No
- Maybe

Does your project have the potential to impact environmental resources or historic properties? *

Yes

No

Maybe

Project Timeline

Note: The grant period of performance

How long do you expect the project to take? (months, years, etc.) Note: We generally recommend a minimum of 24 months but these grants have a 3 year POP. *

24 months to get a more effective process in place

Are there any special considerations that might affect your project timeline: (grant award date, weather, time of year, conflicting projects, local funding source availability, endangered species, etc.)

Time of year, local funding source availability, weather, and grant award date would all affect the timeline.

Cost Share

Local cost share must equal at least 25% of the total project - FEMA will match up to 75%.

Estimated total cost of the project: *

\$50,000

Any additional comments about the project:

The project idea may change a bit depending on feedback from Interlaken staff and the community. However, as the due date for this NOI will soon pass, we wanted to submit this idea for consideration.

.....

[Create your own Google Form](#)

[Report Abuse](#)

Interlaken Town Budget
Fiscal Year Ending 6/30/2025

Interlaken Town FY2025 Budget - Adopted 5/29/24	FY2023 Budget Actual 7/1/22- 6/30/22	FY2024 Budget 7/1/23-6/30/24 Amended 5/29/24	FY2025 Budget 7/1/24-6/30/25 Adopted 5/29/24
General Fund (checking)			
General Fund Revenue			
Annual Wasatch County Tax Assessment	\$122,906	\$190,000	\$200,000
1% State Sales Tax (estimate)	\$31,629	\$32,000	\$34,000
Interest Income	\$234	\$200	\$130
B&C Road Tax (estimate)	\$20,503	\$30,000	\$26,000
Federal Grant Revenue	\$0	\$0	\$0
State and Local Grant Revenue	\$0	\$0	\$0
Miscellaneous Revenue	\$0	\$0	\$0
Fines for municipal code violations	\$0	\$1,000	\$0
Total General Fund Revenue:	\$175,272	\$253,200	\$260,130
Transfers into General Fund			
Transfer from Building Fund (Application Fees for admin costs)	\$0	\$2,463	\$1,800
Transfer from Water Revenue Fund for Share of Admin. Expenses	\$0	\$65,000	\$80,000
Transfer from Transportation Reserve Fund for Capital expenses	\$0	\$0	\$170,000
Transfers out of General Fund			
Transfers into Transportation Reserve Fund			
Transfer of B&C Road Tax to Transportation Reserve Fund	\$0	(\$30,000)	(\$26,000)
Contribution to Capital Improvements in Transportation Reserve Fund	\$0	\$0	\$0
Total Net General Fund Transfers:	\$0	\$37,463	\$225,800
General Fund Expenses			
Administrative Expenses			
Commission, Committee, Council Mtg Expenses	\$0	\$0	\$0
Town Administrator & Clerk	(\$30,966)	(\$87,000)	(\$140,000)
Association Memberships	(\$921)	(\$1,000)	(\$2,000)
Web Hosting & IT Services (WIX, GoDaddy, Zoom, Dropbox, ViaSat, Calling Post)	(\$487)	(\$2,000)	(\$1,500)
Town Council Equipment & Supplies	(\$197)	(\$1,300)	(\$1,000)
Meeting Advertising	\$0	(\$200)	(\$200)
Bookkeeping, Accounting & CPA fees	(\$12,866)	(\$18,000)	(\$18,000)
Bank Charges, Checks	\$0	\$0	(\$500)
Town Attorney	(\$3,663)	(\$6,000)	(\$10,000)
Animal Control through Interlocal Agreement w/ Heber City	(\$3,265)	(\$2,500)	(\$3,000)
Municipal Election Balloting & Noticing, Advertisements	(\$30)	(\$200)	\$0
Misc. Admin. Expenses	(\$253)	(\$500)	(\$800)
Insurance	(\$5,420)	(\$5,000)	(\$5,000)
Office Supplies (postage + supplies)	(\$1,446)	(\$1,500)	(\$1,500)
Additional Consulting Fees	\$0	\$ (2,000)	\$ (2,000)
Federal IRS Taxes	(\$5,347)	(\$5,500)	(\$5,500)
Safety and Enforcement (Wasatch County Sheriff Agreement)	(\$133)	(\$500)	(\$10,500)
Total Administrative Expenses:	(\$65,474)	(\$133,200)	(\$201,500)
Annual Road Maintenance and Repair Expenses from General Fund			
Annual Road Repair & Maintenance	(\$5,907)	(\$41,000)	(\$50,000)

Interlaken Town Budget
Fiscal Year Ending 6/30/2025

Interlaken Town FY2025 Budget - Adopted 5/29/24	FY2023 Budget Actual 7/1/22- 6/30/22	FY2024 Budget 7/1/23-6/30/24 Amended 5/29/24	FY2025 Budget 7/1/24-6/30/25 Adopted 5/29/24
Additional Contract Services - Recycling	(\$2,925)	(\$3,000)	(\$3,000)
Road Signage	(\$5,861)	(\$100)	(\$2,000)
Contract Service (Snow Removal)	(\$50,000)	(\$55,000)	(\$60,000)
Supplies - Salt, Sand, etc	(\$5,835)	(\$3,224)	(\$6,000)
Annual Fire Mitigation Expenses			
Brush Removal and other Wildfire Mitigation	(\$16,112)	(\$30,000)	(\$20,000)
Annual General Fund Capital Expenses			
Capital Equipment Investment		(\$5,000)	(\$5,000)
Capital Investment in Roads	\$0	\$0	(\$250,000)
DPW Expenses			
DPW Site Construction - Capital Investment	(\$5,100)	(\$2,000)	(\$2,000)
Annual DPW Site Maintenance Expenses	(\$65)	(\$500)	(\$500)
Total Road Maintenance, Capital Improvements, Fire & DPW Expenses:	(\$91,805)	(\$139,824)	(\$398,500)
Total General Fund Expenses:	(\$157,280)	(\$273,024)	(\$600,000)
Increase/Decrease in General Fund Balance	\$17,993	\$17,639	(\$114,070)
Transportation Reserve Fund (savings)			
Transportation Reserve Fund Revenue			
Estimated Interest	\$397	\$1,500	\$800
Revenue From RMA Agreement	\$0	\$0	\$5,000
Revenue from Federal & State Transportation System Grants	\$0	\$0	\$0
Total Transportation Reserve Fund Revenue:	\$397	\$1,500	\$5,800
Transfers into Transportation Reserve Fund			
Trfr from General Fund of B&C Road Tax to Trans. Reserve Capital Fund	\$0	\$30,000	\$26,000
Transfer from General Fund for Capital Improvement Reserves	\$0	\$0	\$0
Transfer from Building Fund of Road Impact Fee	\$0	\$42,753	\$7,000
Transfers out of Transportation Reserve Fund			
Transfer to General Fund for Transportation Capital Expenses	\$0	\$0	(\$170,000)
Total Net Transportation Reserve Fund Transfers:	\$0	\$72,753	(\$137,000)
Incr/Decr in Transportation Reserve Fund Balance	\$397	\$74,253	(\$131,200)
Water Revenue Fund (checking)			
Water Revenue Fund Revenue			
Annual Water Utility Base Usage Fee	\$170,610	\$173,000	\$173,000
Interest Income	\$161	\$300	\$200
Charge for Services: Metered Water (overages)	\$28,792	\$7,891	\$7,500
Water Billing Late Fees and Additional Administrative Fees	\$550	\$850	\$100
New Owner Transfer Fees	\$150	\$750	\$450
Misc. Water Revenue	\$183		
Total Water Revenue Fund Revenue:	\$200,446	\$182,791	\$181,250
Transfers into Water Revenue Fund			

Interlaken Town Budget
Fiscal Year Ending 6/30/2025

Interlaken Town FY2025 Budget - Adopted 5/29/24	FY2023 Budget Actual 7/1/22- 6/30/22	FY2024 Budget 7/1/23-6/30/24 Amended 5/29/24	FY2025 Budget 7/1/24-6/30/25 Adopted 5/29/24
Transfer from Building Fund (Water Connect Fees)	\$0	\$1,000	\$700
Transfer from Bond Sinking Fund for current year Water Bond payment	\$78,275	\$82,707	\$0
Transfer from Water System Reserve Fund for Capital Improvements	\$0	\$0	\$50,000
Transfers out of Water Revenue Fund			
Transfer to Water System Reserve Capital Fund	\$0	(\$78,275)	(\$60,000)
Transfer to Bond Sinking Fund - Next Year's Bond Payment	\$0	\$0	\$0
Transfer to General Fund for Share of Administrative expenses	\$0	(\$65,000)	(\$80,000)
Total Net Water Revenue Fund Transfers:	\$78,275	(\$59,568)	(\$89,300)
Water Revenue Fund - continued			
Water Revenue Fund Expenses			
Bond Payment			
Water Bond Payment, due annually in January	(\$77,691)	(\$75,773)	\$0
Operating Expenses			
Payroll - Water Masters	(\$18,919)	(\$22,200)	(\$30,000)
	\$0		
Chemicals & Monitoring	(\$1,991)	(\$500)	(\$800)
Telemetry System Operating Costs	(\$1,223)	(\$2,700)	(\$2,700)
Water Share Fee, Education, etc.	(\$40)	(\$450)	(\$450)
Gas Heat	(\$1,242)	(\$300)	(\$1,200)
Electricity	(\$7,223)	(\$8,000)	(\$7,000)
Payroll Taxes - Water Masters	(\$3,487)	(\$4,000)	(\$4,000)
Workman's Comp Insurance for Water Masters	(\$78)	(\$1,200)	(\$1,200)
Misc. Water Expenses	(\$12,012)	(\$2,500)	(\$1,500)
	\$0		
	\$0		
Capital Investment in Water System			
Purchase of Generator and Installation	(\$28,500)	\$0	\$0
Pump Replacements, Telemetry System, Meter Upgrades	(\$11,035)	(\$48,000)	(\$20,000)
Capital Equipment Investment - Water System		(\$5,000)	(\$80,000)
Repair and Maintenance			
Additional Water System Contract Services	(\$5,500)	(\$1,500)	(\$4,000)
Annual Generator Maintenance	(\$940)	(\$7,000)	\$1,000
General Water System Maintenance & Repair	(\$5,817)	(\$15,000)	(\$15,000)
Total Water Revenue Expenses:	(\$175,699)	(\$194,123)	(\$166,850)
Increase/Decrease in Water Revenue Fund Balance	\$103,023	(\$70,900)	(\$74,900)
Water Bond Sinking Fund (money market)			
Water Bond Sinking Fund Revenue			
Estimated Interest	\$358	\$190	\$0
Total Water Bond Sinking Fund Revenue:	\$358	\$190	\$0

Interlaken Town Budget
Fiscal Year Ending 6/30/2025

Interlaken Town FY2025 Budget - Adopted 5/29/24	FY2023 Budget Actual 7/1/22- 6/30/22	FY2024 Budget 7/1/23-6/30/24 Amended 5/29/24	FY2025 Budget 7/1/24-6/30/25 Adopted 5/29/24
Transfers into Water Bond Sinking Fund			
Transfer from Water Revenue Fund	\$0	\$0	\$0
Transfers out of Water Bond Sinking Fund			
Transfer to Water Revenue Fund to pay current year bond	(\$78,275)	(\$82,707)	\$0
Total Net Water Bond Sinking Fund Transfers:	(\$78,275)	(\$82,707)	\$0
Increase/Decrease in Water Revenue Bond Sinking Fund Balance	(\$77,917)	(\$82,517)	\$0
Water Reserve Fund (savings)			
Water Reserve Fund Revenue			
Interest Income	\$713	\$1,300	\$800
Revenue from Federal & State Water System Grants	\$0	\$0	\$0
Total Water Reserve Fund Revenue:	\$713	\$1,300	\$800
Transfers into Water Reserve Fund			
Trfr from Water Revenue Fund to Capital Reserves	\$0	\$78,275	\$60,000
Trfr from Water Bond Fund to Capital Reserves	\$0		
Transfers out of Water Reserve Fund			
Transfer to Water Revenue Fund for Capital Improvements	\$0	\$0	(\$50,000)
Total Net Water Reserve Fund Transfers:	\$0	\$78,275	\$10,000
Increase/Decrease in Water Reserve Fund Balance	\$713	\$79,575	\$10,800
Building Fund (checking)			
Building Fund Revenue			
Interest Income	\$124	\$200	\$150
Building Permit Application Fees	\$3,800	\$1,800	\$1,800
Water Connect Fees	\$500	\$1,000	\$700
Road Impact Fees	\$17,250	\$7,000	\$7,000
Damage Deposits - Refundable	\$25,500	\$15,500	\$8,000
Completion Deposits - Refundable	\$14,500	\$6,000	\$8,000
Plan Review & Inspections (Town Engineer)	\$17,286	\$21,000	\$19,000
Variance Application Fees	\$0	\$0	\$240
Total Building Fund Revenue:	\$78,960	\$52,500	\$44,890
Transfers into Building Fund			
Transfer from General Fund - Special Engineering Projects	\$0	\$0	\$0
Transfers out of Building Fund			
Transfer to General Fund - Building Permit Application Fees	\$0	(\$2,463)	(\$1,800)
Transfer to Water Revenue Fund - Water Connect Fees	\$0	(\$1,000)	(\$700)
Transfer to Transportation Reserve Fund - Road Impact Fees	\$0	(\$42,753)	(\$7,000)
Total Net Building Fund Transfers:	\$0	(\$46,216)	(\$9,500)
Building Fund Expenses			
Refunds of Damage Deposits	(\$500)	(\$15,000)	(\$8,000)

Interlaken Town Budget
Fiscal Year Ending 6/30/2025

Interlaken Town FY2025 Budget - Adopted 5/29/24		FY2023 Budget Actual 7/1/22- 6/30/22	FY2024 Budget 7/1/23-6/30/24 Amended 5/29/24	FY2025 Budget 7/1/24-6/30/25 Adopted 5/29/24
	Refunds of Completion Deposits	(\$400)	(\$10,000)	(\$4,000)
	Plan Review & Inspections (Town Engineer)	(\$10,911)	(\$12,000)	(\$10,000)
	Additional Contractual Services (Town Engineer)	(\$845)	\$0	\$0
	Plan Review by Planning Commission	\$0	\$0	\$0
Total Building Fund Expenses:		(\$12,656)	(\$37,000)	(\$22,000)
Increase/Decrease in Building Fund Balance		\$66,305	(\$30,716)	\$13,390

Interlaken Town Budget
Fiscal Year Ending 6/30/2025

Interlaken Town FY2025 Budget - Adopted 5/29/24	FY2023 Budget Actual 7/1/22- 6/30/22	FY2024 Budget 7/1/23-6/30/24 Amended 5/29/24	FY2025 Budget 7/1/24-6/30/25 Adopted 5/29/24
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Fiscal Year Net Increase/Decrease for all Funds				
	Fund Name	FY2023 Budget Actual 7/1/22- 6/30/22	FY2024 Budget 7/1/23-6/30/24 Amended 5/29/24	FY2025 Budget 7/1/24-6/30/25 Adopted 5/29/24
	General Fund (checking)	\$17,993	\$17,639	(\$114,070)
	Transportation Reserve Fund (savings)	\$397	\$74,253	(\$131,200)
	Water Revenue Fund (checking)	\$103,023	(\$70,900)	(\$74,900)
	Water Bond Sinking Fund (money market)	(\$77,917)	(\$82,517)	\$0
	Water Reserve Fund (savings)	\$713	\$79,575	\$10,800
	Building Fund (checking)	\$66,305	(\$30,716)	\$13,390
	Total Fiscal Year Increase/Decrease	\$110,513	(\$12,666)	(\$295,980)

Fiscal Year Revenue, Transfers, Expenses, Net Increase/Decrease				
		FY2023 Budget Actual 7/1/22- 6/30/22	FY2024 Budget 7/1/23-6/30/24 Amended 5/29/24	FY2025 Budget 7/1/24-6/30/25 Adopted 5/29/24
	Budget Category	Actual	Amended	Amended
	Revenues	\$456,147	\$491,481	\$492,870
	Net Transfers between funds	\$0	\$0	\$0
	Expenses	(\$345,634)	(\$504,147)	(\$788,850)
	Ending Increase/Decrease	\$110,513	(\$12,666)	(\$295,980)

Account Year-End Balances				
	Fund Name	FY2023 Budget Actual 7/1/22- 6/30/22	FY2024 Budget 7/1/23-6/30/24 Amended 5/29/24	FY2025 Budget 7/1/24-6/30/25 Adopted 5/29/24
		Actual	Actual	Amended
	General Fund (checking) *2681	\$ 161,468	\$ 196,082	\$ 82,012
	Transportation Reserve Fund (savings) *4574	\$ 233,277	\$ 307,119	\$ 175,919
	Water Revenue Fund (checking) *1520	\$ 203,009	\$ 143,429	\$ 68,529
	Water Bond Sinking Fund (money market) *1058	\$ 82,516	\$ -	\$ -
	Water Reserve Fund (savings) *1330	\$ 160,149	\$ 239,689	\$ 250,489
	Building Fund (checking) *1678	\$ 114,990	\$ 96,978	\$ 110,368
	Total of Ending Balances	\$ 955,408	\$ 983,298	\$ 687,318

3:25 PM
09/09/24
Accrual Basis

Interlaken Town
Statement of Revenue and Expense
August 2024

	Aug 24	Aug 23
Ordinary Income/Expense		
Income		
Miscellaneous Revenue		
60101 · Road and Transportation Reve...	0.00	161.15
60102 · 1% Sales Tax Revenue	2,520.92	2,726.24
60103 · B&C Road Tax	5,232.22	0.00
60800 · Interest Income	334.73	209.00
Total Miscellaneous Revenue	8,087.87	3,096.39
60200 · Building Fee		
60201 · Application Fee	150.00	600.00
60202 · Water connection Fee	0.00	700.00
60203 · Road Impact Fee	0.00	3,500.00
60200 · Building Fee - Other	250.00	7,851.23
Total 60200 · Building Fee	400.00	12,651.23
Total Income	8,487.87	15,747.62
Gross Profit	8,487.87	15,747.62
Expense		
70000 · Administrative Expenditures		
70104 · Bank Charges, Checks	587.27	0.00
70114 · Web Hosting & IT Service	456.13	96.12
70115 · Misc. Admin Expenses	0.00	14.92
70103 · Accounting & Bookkeeping Fees	1,209.90	1,225.00
70100 · Animal Control	0.00	635.27
70119 · Meeting Advertising	0.00	582.76
70110 · Office Expense	596.18	132.00
70105 · Plan Review & Inspections	860.00	1,035.00
70117 · Road Signage	0.00	74.23
70125 · Safety and Enforcement Suppl...	507.12	0.00
70111 · Town Clerk	3,622.50	4,373.25
Total 70000 · Administrative Expenditures	7,839.10	8,168.55

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09/09/24

Accrual Basis

Interlaken Town
Statement of Revenue and Expense
August 2024

	Aug 24	Aug 23
Road Maintenance Expenditures		
70205 · Brush Removal and Wild fire Mid	6,000.00	0.00
71000 · Depr. Expense-Roads	7,464.62	0.00
70207 · Additional Contract Services	384.00	1,036.12
70201 · Annual Road Repair	2,470.00	0.00
 Total Road Maintenance Expenditures	 16,318.62	 1,036.12
Water System Expenditures		
70308 · Water System Maint & Repair	480.00	844.67
70301 · Chemicals & Monitoring	0.00	50.00
70302 · Meter Repair/Replacement	0.00	35,719.65
70303 · Payroll Expenses	2,692.00	2,907.36
70305 · Utilities Gas & Electric	858.57	835.68
 Total Water System Expenditures	 4,030.57	 40,357.36
Total Expense	28,188.29	49,562.03
Net Ordinary Income	(19,700.42)	(33,814.41)
Net Income	<u><u>(19,700.42)</u></u>	<u><u>(33,814.41)</u></u>

Interlaken Town
Statement of Assets, Liabilities, and Fund Balance
As of August 31, 2024

	Aug 31, 24	Aug 31, 23
ASSETS		
Current Assets		
Checking/Savings		
General Fund		
10101 · 10101 - Water Rev Fund 2422	129,746.24	0.00
10000 · General Fund Checking 2681	97,092.58	100,985.26
10100 · Water Rev Fund Checking 1520	0.00	188,589.81
10200 · Building Fund 1678	92,415.17	124,597.24
Reserve Funds		
Transportation Reserve Fund		
10300 · Transp Cap Facilities Res 4574	357,541.42	233,570.68
Total Transportation Reserve Fund	<u>357,541.42</u>	<u>233,570.68</u>
Water Reserve Funds		
10400 · Water Sys Cap Facilities 1330	239,999.08	160,353.74
10500 · Water Rev Bond Sinking Fund 058	0.00	82,593.20
Total Water Reserve Funds	<u>239,999.08</u>	<u>242,946.94</u>
Total Reserve Funds	<u>597,540.50</u>	<u>476,517.62</u>
Total General Fund	<u>916,794.49</u>	<u>890,689.93</u>
Total Checking/Savings	<u>916,794.49</u>	<u>890,689.93</u>
Accounts Receivable		
20000 · Accounts Receivable	7,085.01	7,085.01
Total Accounts Receivable	<u>7,085.01</u>	<u>7,085.01</u>
Other Current Assets		
12000 · Undeposited Funds	400.00	3,129.02
Total Other Current Assets	<u>400.00</u>	<u>3,129.02</u>
Total Current Assets	<u>924,279.50</u>	<u>900,903.96</u>

Interlaken Town
Statement of Assets, Liabilities, and Fund Balance
As of August 31, 2024

	Aug 31, 24	Aug 31, 23
Fixed Assets		
Depreciable Assets		
Property, Plant and Equipment		
25000 · Garbage Site	98,318.85	98,318.85
25100 · Equipment	31,366.00	31,366.00
25200 · Roads	705,967.00	705,967.00
25300 · Water System	1,712,694.73	1,712,694.73
Total Property, Plant and Equipment	<u>2,548,346.58</u>	<u>2,548,346.58</u>
Total Depreciable Assets	2,548,346.58	2,548,346.58
25900 · Accumulated Depreciation	(1,810,569.72)	(1,810,569.72)
Amortizable Expenditures		
26000 · Bond Fees	25,000.00	25,000.00
26100 · Accumulated Amortization	(23,541.67)	(20,416.67)
Total Amortizable Expenditures	<u>1,458.33</u>	<u>4,583.33</u>
Total Fixed Assets	739,235.19	742,360.19
Other Assets		
25400 · Land	16,965.00	16,965.00
25500 · Water Rights	37,508.00	37,508.00
Total Other Assets	<u>54,473.00</u>	<u>54,473.00</u>
TOTAL ASSETS	<u>1,717,987.69</u>	<u>1,697,737.15</u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
30000 · Accounts Payable	(889.31)	42,424.77
Total Accounts Payable	<u>(889.31)</u>	<u>42,424.77</u>

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09/09/24

Accrual Basis

Interlaken Town
Statement of Assets, Liabilities, and Fund Balance
As of August 31, 2024

	Aug 31, 24	Aug 31, 23
Other Current Liabilities		
30100 · Road Damage Deposit	43,557.89	33,000.00
30200 · Completion Deposit (refundable)	25,521.04	27,925.15
30300 · Payroll Liabilities	(85.29)	30.73
Total Other Current Liabilities	68,993.64	60,955.88
Total Current Liabilities	68,104.33	103,380.65
Long Term Liabilities		
Division of Finance		
30400 · Note Payable UT Div. of Finance	2,000.00	76,473.66
30401 · Undisbursed Principal	2,526.34	2,526.34
Total Division of Finance	4,526.34	79,000.00
Total Long Term Liabilities	4,526.34	79,000.00
Total Liabilities	72,630.67	182,380.65
Equity		
50000 · Fund Balance	1,681,422.01	1,561,230.04
Net Income	(36,064.99)	(45,873.54)
Total Equity	1,645,357.02	1,515,356.50
TOTAL LIABILITIES & EQUITY	1,717,987.69	1,697,737.15

Subject: Approved Non-Lead Form - Interlaken Town Municipal Water, UTAH26055

Date: Wednesday, September 4, 2024 at 12:53:29 PM Mountain Daylight Time

From: rebekahbrown@utah.gov on behalf of LeadInventory DEQ

To: interlakenclerk@gmail.com

Hi Bart,

Thank you for submitting the Non-Lead Form. Your Non-Lead Form has been reviewed and based on the supporting documentation you included, it has been approved.

What this means for your system:

You do not need to do anything more at this time. This Non-Lead Form will be used in place of the completed Initial Inventory Template that is due Oct. 16, 2024. You do need to keep a service line inventory on file for your own purposes as the division may request it at a later date. Keep in mind that additional inventory requirements are being considered in the [EPA's proposed LCRI](#). A requirement that is being proposed in EPA's LCRI, that may affect Interlaken Town Municipal Water System's inventory is updating the inventory to include all service line connectors in an effort to identify and replace Lead connectors.

Non-lead systems still need to fulfill the public accessibility requirement by providing a public statement they have no lead service lines or galvanized service lines requiring replacement and a general description of how they made that determination.

Thank you,

DDW Lead Team

Interlaken Town Cross Connection Control Program

BFPD Reporting Summary 9/5/2024		
System	Irrigation	Fire Suppression
# Developed Lots	149	149
# Lots Reporting	149	26
# Reported Systems	44	16
# Reported BFPDs	37	15
# Test Reports Submitted	27	14
# Developed Lots Not Yet Reported	0	123



September 9, 2024

Parker Sever, Chief of Police
301 South Main Street
Heber City, UT 84032
psever@heberut.gov
(435)503-4270

Brenda Kozlowski, Mayor
Town of Charleston
3454 W 3400 S
Heber City, UT 84032

Dear Mayor Kozlowski:

As you are aware the Cities & Towns of Midway, Heber, Interlaken, Hideout and the County of Wasatch are part of an interlocal agreement for Animal Control Services. These services known as Heber Valley Animal Services "HVAS" provides for the care of animals in those communities.

The services provided by HVAS include sheltering, care of injured animals, adoption, rescue, responding to calls for services, low cost spay and neutering clinics, enforcement of local laws and regulations and proactive patrols.

After a review of calls that animal control officers were responding to, it was determined that animal control officers were responding to calls from citizens in your communities. This pulls animal control officers from areas that pay for a service to be provided and slows responses and proactive policing in contracted communities that are part of the interlocal agreement.

This is being provided as notification that animal control officers will not respond to direct calls for service for animal problems in your jurisdictions and will not accept animals from residents at the shelter.

Since you are not part of the interlocal agreement HVAS Officers do not have the statutory authority to cite or provide services in your communities. If you are interested in being part of the HVAS and experience a better level of service in the future or if you have any question, please contact me and we can present your request to the HVAS Board.

Best Regards.

Parker Sever
Chief of Police, HVAS Board Representative

INTERLOCAL COOPERATIVE AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS INTERLOCAL COOPERATIVE AGREEMENT (This “Agreement”) is made and entered into effective the 1st day of _____, 2024, by and between Heber City, hereinafter referred to as “Heber”, Wasatch County, hereinafter referred to as “Wasatch”, the City of Midway, hereinafter referred to as “Midway”, the Township of Interlaken, hereinafter referred to as “Interlaken”, and the Township of Hideout, hereinafter referred to as “Hideout”.

WHEREAS, the Participating Jurisdictions are, in pursuant to Utah Code Ann. § 11-13-201, authorized to exercise their powers jointly thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Utah Code Ann. § 11-13-201; and

WHEREAS, the Participating Jurisdictions have determined that animal control services may be best implemented on a shared basis in a manner deemed most effective for the Participating Jurisdictions; and

WHEREAS, the Participating Jurisdictions agree that this Agreement shall replace all prior Interlocal Agreements and amendments thereof and all Operating Jurisdiction Agreements and amendments thereof, that may have governed the subject of this Agreement.

NOW, THEREFORE, in consideration of mutual covenant contained herein, it is agreed by and between the Parties hereto as follows:

1. PURPOSE

a) To replace all previous Interlocal Cooperative Agreements and all amendments thereto that previously created and established the current Heber Valley Animal Services (HVAS).

b) To provide for an Advisory Committee to make recommendations to the Participating Jurisdictions regarding the best manner to provide animal control services and recommendations regarding the budget for animal control services.

c) To select and empower Heber to serve as the Operating Jurisdiction for the day-to-day management of animal control services, including providing, as necessary, the manpower and facilities required to carry out all or a portion of the animal control function as identified in the Agreement.

d) To provide a method of the sharing of the ongoing operating and administrative costs of providing animal control services as defined in this Agreement.

e) To achieve equitable cost sharing for each of the Participating Jurisdictions for animal control services, by avoiding redundant expenses, activities, and facilities, while enjoying

the efficiencies of scale resulting from a unified services to the combined territorial jurisdictions of the Participating Jurisdictions.

f) To preserve to each of the Participating Jurisdictions the ability to establish and enforce its own individual standards, regulations, and fees for animal control.

g) To provide for efficient and effective animal control services for the residents of the Participating Jurisdictions.

2. DEFINITIONS. For the purpose of this Agreement, the following definitions shall apply:

a) "*Advisory Committee*" shall mean a committee made up of representatives from Participating Jurisdictions who are responsible for providing recommendations to the Operating Jurisdiction regarding the Heber Valley Animal Services.

b) "*Animals*" shall mean domesticated animals or livestock.

c) "*Heber Valley Animal Services*" or "*HVAS*" shall mean a name utilized by the Operating Jurisdiction to designate the animal control services provided by the Operating Jurisdiction. Heber Valley Animal Services is not an interlocal entity or a separate legal entity from the Operating Jurisdiction.

d) "*Participating Jurisdictions*" shall mean Wasatch County, Heber City, Midway City, the Township of Interlaken, the Township of Hideout, and any other municipal corporation that is added as a Participating Jurisdiction as provided in Section 4.

e) "*Operating Costs*" shall mean all costs associated with the administration, management, day to day operation, upkeep and maintenance of the animal control services and programs. Operating Costs include, but are not limited to, the following: staff salaries and benefits; training and travel costs; vehicle and fuel costs; equipment; administrative costs; Service Contractor costs, building maintenance, repairs and improvements; insurance costs; and legal fees.

f) "*Non-Participating Jurisdictions*" shall mean an agency/entity that is being provided animal related services, but is not considered as a Participating Jurisdiction.

g) "*Operating Jurisdiction*" shall mean that designated Participating Jurisdiction responsible for the day-to-day operation of the animal control services and the administration of this Agreement. The initial Operating Jurisdiction shall be Heber City.

h) "*Service Contractor*" shall mean a qualified third-party independent contractor hired by the Operating Jurisdiction to provide equipment or services to the Operating Jurisdiction related to the animal control services and programs provided by the Operating Jurisdiction.

i) "Service Fees" shall mean the fees charged to Participating Jurisdictions and Non-Participating Jurisdictions by the Operating Jurisdiction for the services outlined within this Agreement.

3. TERMS OF AGREEMENT AND TERMINATION.

a) This Agreement shall become effective on _____ 1, 2024 and have an initial term of ten (10) years.

b) This agreement will be automatically renewed in ten-year increments unless a Participating Jurisdiction gives written notice of its intent to withdraw from this agreement.

c) Participating Jurisdictions who wish to withdraw from this agreement must provide the Operating Jurisdiction and Advisory Committee a written notice of intent to withdrawal at least 12 months' notice prior to the effective date of withdrawal. The effective date of the withdrawal must be June 30 unless otherwise agreed to by Midway, Wasatch and Heber.

4. ADVISORY COMMITTEE.

a) The Advisory Committee shall be responsible for the following:

i. Making recommendations to the Operating Jurisdiction related to services provided by Operating Jurisdiction within the total combined jurisdictional territory of the Participating Jurisdictions and any Non-Participating Jurisdiction.

ii. Reviewing and making recommendations to the Operating Jurisdiction regarding the annual budget and the Services Fees to be charged to each Participating Jurisdiction and Non-Participating Jurisdictions.

iii. Communicating back to the Participating Jurisdictions and Non-Participating Jurisdictions summaries and reports of the activities associated with Heber Valley Animal Services.

b) The Advisory Committee shall initially consist of the following 5 voting members:

Two (2) members shall be appointed by Heber
Two (2) members shall be appointed by Wasatch
One (1) member shall be appointed by Midway

c) Heber, Wasatch and Midway shall delegate one member of the Advisory Committee to have authority to approve amendments to this Agreement as set forth in paragraphs 5 and 7.

d) The Advisory Committee shall also initially consist of 1 non-voting member from each of Interlaken and Hideout.

e) One of the voting members associated with the Operating Jurisdiction shall serve as the chair of the Advisory Committee. Participating Jurisdictions may appoint and send up to 2 additional non-voting Advisory Committee Members as deemed useful/necessary to provide input and support.

f) Non-Participating Jurisdictions may send up to 1 individual to sit in and listen to Advisory Committee meetings; but must be invited by the Chair to participate and do not have any voting privileges.

g) As determined necessary by unanimous written consent of the Advisory Committee, additional voting members may be appointed.

h) The Advisory Committee will meet once per calendar quarter, or as necessary, to accomplish the purpose of this Agreement.

5. OPERATING JURISDICTION.

a) Appointment. Heber City shall be designated as the Operating Jurisdiction unless otherwise designated by unanimous written consent of the Advisory Committee and written approval by both the incoming and outgoing Operating Jurisdictions' legislative body.

b) Scope of Services for Operating Jurisdiction. The Operating Jurisdiction shall provide the following services:

1. The day-to-day operations of HVAS, including the enforcement of the rules, regulations, and ordinances of the Participating Jurisdictions.

2. Management of all contracts with any service contractors or other entities for services performed within HVAS.

3. Creation of quarterly performance reports including quarterly budget statements that are made easily available to the public and provided to the Advisory Committee regarding the operations of HVAS.

4. Establishing and managing an annual operating budget and related service fees to be reviewed by the Advisory Committee.

5. Managing the funds paid by Participating Jurisdictions and ensuring that those funds are utilized solely for the services provided by the HVAS and are utilized in accordance with state and federal laws and commonly accepted best practices.

6. Maintain records on HVAS-owned equipment and inventory, including vehicle maintenance and replacement accounting.

7. Scheduling quarterly Advisory Committee meetings.
8. Following all open meeting requirements as outlined within state and local laws.
9. Retain records relating to the HVAS pursuant to the state's retention schedule(s) and respond in a lawful manner to all public records requests seeking HVAS related records.

6. ADMISSION OF NEW PARTICIPATING JURISDICTIONS AND NON-PARTICIPATING JURISDICTIONS

- a. Non-Participating Jurisdiction. The Operating Jurisdiction may establish fees for service provided to Non-Participating Jurisdictions. The fees shall be equal to or exceed the total costs of providing those services. Wasatch may request services for Non-Participating Jurisdictions if Wasatch pays the established fees.
- b. Adding New Participating Jurisdictions. This Agreement may be amended to add a New Participating Jurisdiction with the consent of Heber, Midway and Wasatch.

7. SERVICE CONTRACTOR.

The Operating Jurisdiction has the authority to enter into an agreement with a Service Contractor.

8. ANIMAL CONTROL BASIS SERVICES.

- a. The Operating Jurisdiction shall provide the following base level of service for each of the Participating Jurisdictions:
 - i. Shelter and holding of stray and owner surrender animals.
 - ii. Enforcement of animal control ordinances of Participating Jurisdictions.
 - iii. Cooperation with law enforcement agencies and licensing programs of Participating Jurisdictions.
 - iv. Animal Control Authority sponsored or provided programs to provide for further adoption of stray or owner surrender animals and control the size of such animal populations.
 - v. Regulation and apprehension of vicious or dangerous animals.
 - vi. Removal of dead domesticated animals from the public right-of-way.

- vii. Apprehension of stray animals.
- viii. Impounding and boarding of apprehended animals.
- ix. Euthanasia services as determined appropriate and essential by the Operating Jurisdiction.
- x. Disposal of animal remains.
- xi. Owner notification of found animals and identity-code retrieval.

b. The Operating Jurisdiction shall only provide a base level of services to Non-Participating Jurisdictions. This includes efforts needed to protect and treat the health and welfare of an animal found in immediate danger or responding to a vicious animal. Non-Participating Jurisdictions shall not receive any pro-active services such as street sweeps, discounted wellness services (if offered), enforcement of local regulations, and citizen drop off or surrender of animal brought to the shelter.

c. This Agreement may be amended to change the scope of the base level of services (as enumerated above) with the consent of Heber, Midway and Wasatch.

d. Nothing herein will limit any of the Participating Jurisdictions from individually securing additional Animal Control Services above and beyond those basic services enumerated above and in the Animal Control Plan from the Operating Jurisdiction, by contract for additional fees. Any such services shall be negotiated independently of this Agreement.

9. HVAS BUDGET DEVELOPMENT PROCESS

- a. The Operating Budget for HVAS will begin and end simultaneously as the Operating Budget of the Operating Jurisdiction.
- b. At the start of each calendar year, the Operating Jurisdiction will present to the Advisory Committee members a Budget Schedule outlining key approval dates associated with the creation of the following year's budget. The Budget Schedule shall include:
 - i. When the Proposed Budget for the following year will be made available to Advisory Committee Members for initial review and input.
 - ii. When the Proposed Budget for the following year will be discussed during an Advisory Committee meeting.
 - iii. When the recommendation for the Proposed Budget for the following year will be voted on by the Advisory Committee.
- c. In creating the Budget Schedule, the Operating Jurisdiction will do its best to create a schedule that gives Advisory Committee members adequate time to review the Proposed

Budget, present the proposed budget to their respective councils, and to collect consensus among their Participating Organization.

d. The Proposed Budget, which shall be prepared by the Operating Jurisdiction, shall take into account the following: any anticipated excess Service Fees from the current year; any anticipated shortfall in Service Fees from the current year (which shortfall may be included in the next year's budget); all animal control revenues anticipated in the upcoming fiscal year, which shall include all fees collected in connection with services provided to Non-Participating Jurisdictions, shelter fees, impoundment fees, reclaim fees, adoption fees, grants, microchipping fees, licensing fees; and any other revenue received in connection with the day-to-day operations of the HVAS as outlined within this Agreement.

e. The Advisory Committee shall vote on a recommendation regarding the budget presented by the Operating Jurisdiction. If the Operating Jurisdiction does not accept the recommendation of the Advisory Committee with respect to the Budget, the budget prepared by the Operating Jurisdiction shall be the budget for the next fiscal year, unless the budget proposed by the Operating Jurisdiction increased by more than 15% over the previous fiscal year, in which case the Operating Jurisdiction shall prepare a budget for HVAS with an increase of not more than 15% over the previous fiscal year budget.

f. Upon approval of the HVAS Budget, every Committee Member shall work with their Participating Jurisdiction and ensure adequate funds are budgeted to pay for the Service Fees.

10. AUTHORIZATION TO APPROVE ANNUAL BUDGET AND POTENTIAL INCREASE IN SERVICE FEES

Participating Jurisdictions shall pay their approved Service Fee even if that Participating Jurisdiction: (i) did not have a voting Advisory Committee member on the Advisory Committee, or (ii) did not vote in favor of approving the budget and proposed service fees.

11. CALCULATING THE ANNUAL SERVICE FEES.

The annual Service Fees for each Participating Jurisdiction shall be determined by multiplying the Annual Budget by each Participating Jurisdiction's percentage of the total population of all the Participating Jurisdictions. The Operating Jurisdiction shall be responsible for determining the population of each Participating Jurisdiction, which may be based on any official federal, state or county population estimates.

12. COLLECTION AND MANAGEMENT OF HVAS FUNDS

a. The Operating Jurisdiction shall invoice each Participating Jurisdiction for the Service Fees as outlined within the approved annual budget on a quarterly basis.

b. Participating Jurisdictions shall make payment to the Operating Jurisdiction within 30 days of receipt of an invoice from the Operating Jurisdiction. Any late payments by Participating Jurisdictions shall bear interest at the rate of eighteen percent (18%) for annum.

c. It is the responsibility of the Operating Jurisdiction to ensure that all funds received in connection with HVAS are utilized solely for the services provided by the HVAS and are utilized in accordance with state and federal laws and commonly accepted best practices.

d. It is the responsibility of the Operating Jurisdiction to provide quarterly financial updates regarding the operations of HVAS as requested by the Advisory Committee. This should include, but is not limited to, a financial report that compares current year-to-date expenditures to the current year's budget and a summary of existing and expected year end fund balance.

13. INTEGRATION, MODIFICATION, AND SEVERABILITY

a. Except as otherwise provide in this Agreement, this Agreement may be modified, amended, or terminated only upon written agreement of the Participating Jurisdictions.

b. In the event any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect any other terms, conditions, or application of this Agreement that can be give effect without the invalid term, condition, or application, and such provisions shall be deemed modified to secure such invalid. To this end, the terms and conditions of this Agreement are declared severable.

14. INSURANCE REQUIREMENTS.

The Operating Jurisdiction shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Operating Jurisdiction, their agents, representatives, employees, or subcontractors.

15. NO SEPARATE LEGAL ENTITY.

No separate legal entity is created by this Agreement.

16. INTERLOCAL COOPERATION ACT.

In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a) This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b) This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party

pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;

c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d) The Advisory Committee is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

e) This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by Heber City upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

WASATCH COUNTY

By: _____
Chair

By: _____
Wasatch County Sheriff

ATTEST:

By: _____
Deputy Clerk/Auditor

APPROVED AS TO FORM:

By: _____
County Attorney

HEBER CITY

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF MIDWAY

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPROVED AS TO FORM:

By: _____
City Attorney

TOWNSHIP OF INTERLAKEN

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

By: _____
Town Attorney

TOWNSHIP OF HIDEOUT

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

By: _____
Town Attorney



Interlaken Town
P.O. Box 1256
Midway, UT 84049

NOTICE OF VIOLATION

Notice Date: September 2, 2024

Violation Presented to Property Owner: Daniel Steele, 14064 Ridge Canyon Rd., Valley Center, CA, 92082

Email Address: dsteele10@gmail.com

Address of Violation: 356 Luzern Rd., Midway, UT

Violation Dates: August 27-September 2, 2024

Violation: Use of Interlaken Town residence for short term rental

The owner of the Interlaken Town property located at 356 Luzern Rd., Midway, Utah, recorded as Daniel Steele, is in violation of the following Interlaken Municipal Code:

Section 11.04.030 Prohibited Uses

Prohibited uses include, but are not limited to:

Short Term rentals. No property or portion thereof may be rented or leased for 30 days or less for any purpose, including, but not limited to any residential or commercial purpose such as vacation rentals, weddings, or other event rentals.

Interlaken Town Resolution No. 2020-05-19A "Fines for Engaging in the Business of Short-Term Rentals" establishes a fine of \$500 per day for such violations.

Interlaken has investigated and confirmed that a short-term rental was provided at 356 Luzern Rd., for a 7-night period, ending September 3, 2024. The fine for this violation for the seven days is \$3,500. This penalty is due 30 days from receipt of this notice, and must be paid by check to:

Interlaken Town
PO Box 1256
Midway, UT 84049

A person who receives a Notice of Violation has a right to an administrative hearing (Interlaken Municipal code Sections 2.09.050 and 2.09.060). To receive a hearing, the alleged violator must request a hearing in writing. The request for hearing must be received by the Town before the end of the tenth business day after the receipt of this Notice of Violation. If no written request for a hearing is received by the Town within this time, the allegation in the Notice of Violation will be deemed by the Town to be true and to be the final administrative order of the Town on the matter, the right to administrative appeal will be waived, and penalties and enforcement measures will be imposed.

Bart Smith, Interlaken Town Administrator and Enforcement Officer
interlakenclerk@gmail.com
(435) 565-3812

Fill in this information to identify the case:

Debtor 1 _____

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: _____ District of _____

Case number _____

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Name of the current creditor (the person or entity to be paid for this claim) _____

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

No

Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

Where should payments to the creditor be sent? (if different)

Name _____

Name _____

Number _____ Street _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

City _____ State _____ ZIP Code _____

Contact phone _____

Contact phone _____

Contact email _____

Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

No

Yes. Claim number on court claims registry (if known) _____

Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

No

Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$_____. Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.

Nature of property:

Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$_____

Amount of the claim that is secured: \$_____

Amount of the claim that is unsecured: \$_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$_____

Annual Interest Rate (when case was filed) _____ %

Fixed
 Variable

10. Is this claim based on a lease? No Yes. **Amount necessary to cure any default as of the date of the petition.** \$_____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check one:

Amount entitled to priority	
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.
FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

MM / DD / YYYY

Beth K. Smith

Signature

Print the name of the person who is completing and signing this claim:

Name

First name

Middle name

Last name

Title

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Number Street

City

State

ZIP Code

Contact phone

Email

Subject: Water Service at Lot 142, 350 Luzern Rd., Interlaken Town

Date: Tuesday, September 3, 2024 at 3:00:41 PM Mountain Daylight Time

From: Interlaken Clerk

To: rapeacockslc@aol.com

CC: Justin Myers, Jeremy Cook, Interlaken Mayor

Priority: High

Mr. Peacock-

As of today, the town has not received your payment as discussed below. If the town does not receive a check in the amount of \$500 by 5pm on September 10, 2024, your water will be shut off. An additional \$200 will be added to the account to restore service.

Checks must be made out to Interlaken Town. You can either mail the check to:

Interlaken Town
PO Box 1256
Midway, UT 84049

Or you can make an appointment, by calling or emailing myself, to hand deliver the check to the town office located at 326 Luzern Rd. An appointment and promptness is required for hand delivery.

Please let the town know your preference for payment. The town only receives payment by check. Since mail service can be slow, I recommend sending the check as soon as possible if you choose US mail.

This will be the final warning prior to terminating your water service if payment is not received by September 10, 2024, 5pm.

Bart Smith
Interlaken Town Administrator
(435) 565-3812

From: "rapeacockslc@aol.com" <rapeacockslc@aol.com>

Date: Thursday, August 22, 2024 at 2:26 PM

To: Interlaken Mayor <interlaken.mayor@gmail.com>, Interlaken Clerk <interlakenclerk@gmail.com>

Cc: Justin Myers <justinmyerslaw@gmail.com>, Jeremy Cook <jcook@ck.law>

Subject: Re: Peacock, Lot 142 Water

I am able to pay the \$200 Fee (\$100 Disconnect/\$100 Reconnect) today.

I can make a \$200 cash deposit at the financial institution utilized by the town this afternoon. I just need the name of the institution and the account number.

Does that work for the town?

Would you be able to turn on the water today or tomorrow morning?
I'd like to tell my Granddaughter when it will be on.

\$300 in 20 days (On or before 10Sept2024) if fine.

Please advise.

Thank you

On Thursday, August 22, 2024 at 10:04:55 AM MDT, Interlaken Clerk <interlakenclerk@gmail.com> wrote:

The \$200 plus \$300 payment (\$500 total) will be applied to your debt to the town, which includes the shutoff-reconnection fee. At the time of your filing 7/26/24, your total debt was \$1,772. See the attached breakdown of fees.

If the town does not receive payment of \$500 by 9/10/24, your water will be shut off again.

Bart Smith

Interlaken Town Administrator

(435) 565-3812

From: "rapeacockslc@aol.com" <rapeacockslc@aol.com>

Date: Thursday, August 22, 2024 at 9:19 AM

To: Interlaken Mayor <interlaken.mayor@gmail.com>, Interlaken Clerk <interlakenclerk@gmail.com>

Cc: Justin Myers <justinmyerslaw@gmail.com>, Jeremy Cook <jcook@ck.law>

Subject: Re: Peacock, Lot 142 Water

Mr. Smith,

Question.....Will the \$300 payment within 20 days be applied to (Service period)?

Thanks,

On Wednesday, August 21, 2024 at 03:37:28 PM MDT, Interlaken Clerk <interlakenclerk@gmail.com> wrote:

Mr. Peacock,

As you know, in July we had a discussion and I agreed to allow you until July 26 to make a payment or your water would be disconnected. In accordance with our conversation, and prior to Interlaken receiving notice of your bankruptcy case, the Town of Interlaken shut-off water service to your property. Interlaken will reconnect service to your property within 48 hours. However, in accordance with 11 U.S. Code § 366, you must pay the \$200 reconnection fee and provide adequate assurance of payment in the amount of \$300 within 20 days of this email or Interlaken will shut-off your water again.

Thanks,

Bart Smith

Interlaken Town Administrator

(435) 565-3812

From: "rapeacockslc@aol.com" <rapeacockslc@aol.com>

Date: Monday, August 19, 2024 at 5:47 PM

To: Interlaken Mayor <interlaken.mayor@gmail.com>, Bart Smith <interlakenclerk@gmail.com>

Cc: Justin Myers <justinmyerslaw@gmail.com>

Subject: Peacock, Lot 142 Water

Interlaken Mayor/Administrator/Enforcement,

The Administrator was notified of Chapter 13 filing and provided Case No. by email on July 27.2024. By now, the town should have received notification by the court (Copy attached for reference to court proceedings). Interlaken is an included creditor in the case.

Water service to my home was disconnected. August 9, 2024.

I have been working out of town and on an out of state project that is winding down, I will be home more and my granddaughter is coming to be with me. I am requesting water service be restored so we can live at my home.

Please consider working out a reasonable way to restore service as soon as possible. We plan to be home this weekend..

Robert Peacock

(801) 231-3638