Summit County Service Area #3

Board of Trustees Public Meeting & Board Compensation Public Hearing

Meeting Date & Time: Monday, August 24, 2026, 5:30pm MST
Meeting Location: Mountain Life Church, 7375 Silver Creek Rd, Park City, UT 84098
For more information or questions: (435) 500-6276

Agenda Item	Time	Presenter(s)
1. **Welcome and Call Meeting to Order** (motion/voting) a. Welcome b. Roll Call & Conflict of Interest Disclosure	5:30 pm	Chair
2. **General Public Comments** (Limited to 3 minutes per person)	5:35 pm	Chair
3. **Consent Agenda** a. Approval of June 16, 2026 minutes b. Monthly Financials	5:45 pm	Chair, Office Manager
4. **Administrative & Financial** (motion/voting) a. Resolution 2026-05 - Interlocal Agreement with Summit County re: slurry seal b. Staff Reorganization (Discussion Only) c. Rate Study Discussion	5:50 pm	Chair, Legal Counsel
5. **Public Hearing - Board Compensation (motion/voting):** a. Compensation for Interim GM b. Public Comments For Public Hearing c. Resolution 2026-07 - Board Compensation	6:20 pm	Chair, Legal Counsel
6. **Water, Roads & Trails Update** (motion/voting) a. Update Water Infrastructure Upgrade Project b. Water, Road and Trails Update	6:45pm	Water & Road Manager
7. **General Public Comments** (Limited to 3 minutes per person)	7:00 pm	Chair
8. **Closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonably imminent litigation, and/or the sale or purchase of real property pursuant to Utah Code §§ 52-4-204 through 205. ****	7:20 pm	Chair
9. **Adjournment**	7:45 pm	Chair

To participate online: Google Meet joining info Video call link: https://meet.google.com/sys-gdvj-vnx
Or dial: (US) +1 470-250-1720 PIN: 535 432 764#; More phone numbers:
https://tel.meet/sys-gdvj-vnx?pin=3736965577842

*Minutes and agendas available at:
https://www.summitcountyutah.gov/AgendaCenter/Search/?term=&CIDs=34,&startDate=01/01/2026&endDate=04/15/2026&dateRange=&dateSelector=

**Any motion/voting will take place in open meeting after closed session

Summit County Service Area #3

629 E Parkway Drive · Suite 1 · Park City · UT 84098 · (435) 500-6267 · bit.ly/SCSA3 · permit@summitcosa3ut.gov

Welcome

Monday, August 24, 2026

Summit County Service Area #3

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Public Comment

(Limited to 3 minutes per person)

Summit County Service Area #3

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Consent Agenda

PENDING MINUTES

SUMMIT COUNTY SERVICE AREA #3 BOARD OF TRUSTEES
MONTHLY PUBLIC MEETING & ANNEXATION HEARING
MOUNTAIN LIFE CHURCH, 7375 SILVER CREEK RD, PARK CITY, UT 84098
TUESDAY, JUNE 16, 2026, 5:30 PM MST

Meeting also conducted via Google Meet.

1. **Welcome (5:38pm)**
a. Welcome called to order by Derek Price, Board Chair
b. Roll Call & Conflict of Interest Disclosure - No conflicts were disclosed.

Board Members:
Derek Price, Chair
Jon “Otto” Blum, Treasurer
Karri Taix
Caroline Gleich
David Olson (online), arrived late
Scott Wikin (online), arrived late

Staff & Contractors:
Jody Anagnos, Office Manager
Chris Bullock, Road & Water Mgr (online)
Nathan Bracken, legal counsel (online)

Absent: Justin Shea, Vice Chair
Guests: Jon Haderlie, Larson & Co.; Ryan Blair, Park City Municipal; Dave Sanderson, DS Accounting

2. **General Public Comment (5:39)**
- John Nowoslawki (online)

3. **Consent Agenda (5:41pm)**
Otto motioned to approve the consent agenda, Caroline second the motion. All Trustees present voted to approve the consent agenda. (vote 4-0)

4. **Administrative & Financial**
a. Audit Review - Jon Haderlie from Larson & Co presented. The annual audit has been completed and everything has been submitted to the state. Part of their review is to make sure all balances and funds are reported accurately. It was noted that there were no significant journal entries. Jon spoke about the importance of separation of duties. For such a small organization, we are doing the best we can. It was noted that the general funds exceeded budget for roads. Jon stated the budget is basically a roadmap of anticipated spending. They don’t put a lot of stock in the budget, they want to see actuals. Jon’s advice was to over budget but don’t underbudget.

b. Resolution 2026-05 - Interlocal Agreement - This was not voted on. Waiting for the interlocal agreement from the County so we can't approve this resolution at this time. This is an annual interlocal agreement between the Service Area and Summit County for road work.

c. Compensation for Interim GM - Karri is requesting compensation for the Interim GM, Board Chair, Derek Price, to backdate to his appointment in March 2026 upon Vince's absence. Nathan stated that Derek could be considered an employee, but can't be a contractor. Utah law does allow Board compensation as chair and this would expire when we hire a GM, would want a written resolution until we hire a staff person.
Karri made a motion to retroactively pay Derek back dated to March 2026 at a rate of $5,000 per month for his work as Interim GM. This payment will discontinue once a full time GM is hired. Otto seconded the motion. All Trustess in attendance voted in favor of approving compensation for Interim General Manager. (vote 4-0.)

5. Public Hearing - Annexation Hearing (6:04pm)

a. Annexation Proposal - Ryan Blair from Park City Municipal was present. Derek presented the projects and the reason for the annexation. This annexation is part of the utility easement agreement that was purchased for the new in-ground water storage tank as part of our water infrastructure upgrade. It was noted that there are no development proposals and we know of no plans that Park City Municipal has to develop the 62 acres in question. This parcel is zoned as hillside stewardship, Summit County is the land use authority, as it is currently zoned, it is allowed one unit per 30 acres.

b. Public Comment for Annexation Hearing

- Rudy Geist & Valerie Geist - 7664 Whileaway
- Jessica Brach - 1580 Crescent Dr.
- John Nowoslawksi - 1494 Oakridge Rd
- Scott Aldrich - 1328 Crescent Dr.
- Doug McLennan - 7756 Whilaway
- Max Moncreif - 7618 Whileaway Rd
- Johanna Bryne - 1543 Crescent Dr.

There was a lot of discussion and questions about the bond and the water infrastructure upgrade project. This was an annexation hearing to hear public comment about the annexation application. Ryan Blair from Park City Municipal did comment about the petition application and noted there are no development plans but this stipulation was made by the City Council when putting this easement agreement in place. The public was directed to submit GRAMA requests or visit the website to learn about the water upgrade project which was voted on in previous meetings.

c. Resolution 2026-06 - Vote to approve annexation petition by Park City Municipal.
Scott motioned to approve the annexation petition as presented and Caroline seconded the motion. All Trustees in attendance approved in favor of approving the annexation petition and resolution presented. (vote 5-0) Scott Witkin joined the call and voted.
Chris Bullock dropped off the call around 6pm due to technical issues.

6. Water, Roads & Trails Update (6:48pm)

a. Update on bond progress - Chris presented. We should be closing the bond soon. We are currently waiting for additional documentation in order to close the bond which we expect soon.

b. Water, road and trails update - Chris presented. Repairs are in progress on the Greenfield well which has been down since last year. The material to make the repairs have been delivered. The repairs should take about a week and then the Greenfield well will be back online. Road work has started and we are waiting for crack seal and slurry seal before the end of July. Weeds have been sprayed,

7. **Public Comments II**: (6:51pm)

- John Nowoslawksi

8**. Closed Session**

At 6:52, Otto made a motion to move into closed session to discuss personnel, reasonably imminent litigation, and/or the sale or purchase of real property pursuant to Utah Code §§ 52-4-204 through 205, Derek seconded the motion. All Trustees in attendance voted to move into closed session. (vote 5-0) David Olson joined the meeting as we entered closed session.

8. Adjournment (7:39pm)

At 7:39pm, Caroline motioned to adjourn the meeting, Derek seconded the motion. All Trustees in attendance voted to adjourn the meeting. (vote 6-0)

Next meeting is Monday, August 24, 2026 at Mountain Life Church.

Online participants: John Nowoslawski, Scott Aldrich

Summit County Service Area #3
Operational Budget Report
58.3% of year
10 General Fund
01/01/2026 to 07/31/2026

Revenue:	Current YTD	Annual Budget	Percentage	Projection
Taxes				
3110 Property taxes - current	$ 55,021	$ 590,311	9%	$ 590,311
3120 Property taxes - prior years	-	10,000	0%	10,000
3170 Fee in lieu of property tax	-	7,500	0%	7,500
3171 Interest and penalties taxes	-	250	0%	250
Total Taxes	55,021	608,061	9%	608,061
Intergovernmental revenue				
3356 Class B road allotment	81,243	145,000	56%	145,000
Total Intergovernmental revenue	81,243	145,000	56%	145,000
Charges for services				
3430 Construction service fees	76,529	85,000	90%	85,000
3431 Roads maintenance fees	13,224	8,000	165%	20,000
3432 Roads transfer fees	-	1,000	100%	1,000
3433 Road Inspection Fees	2,375	2,500	100%	2,500
Total Charges for services	92,128	96,500	95%	108,500
Interest				
3610 Interest income	48,706	60,000	81%	60,000
Total Interest	48,706	60,000	81%	60,000
Miscellaneous revenue				
3615 Miscellaneous non-operating income	107	-	0%	107
3690 Sundry revenue	96	100	0%	100
Total Miscellaneous revenue	203	100	0%	207
Contributions and transfers				
3810 Appropriated use of fund balance	-	-	100%	-
Total Contributions and transfers	-	-	0%	-
Total Revenue:	277,301	909,661	30%	921,768

Expenditures	Current YTD	Annual Budget	Percentage	Projection
Payroll				
Payroll	45,956	94,542	49%	94,542
4403 Payroll Fees	534	1,236	43%	1,236
4410 Benefits	24,341	50,779	48%	50,779
Total Payroll	70,831	146,557	48%	146,557
Professional Fees				
4326 Legal fees- Roads	5,747	10,000	57%	10,000
4327 Legal fees - General	24,811	25,000	99%	25,000
4330 Professional fees	1,500	1,700	88%	1,700
4331 Accounting Fees	22,080	16,000	138%	25,000
4332 Engineering fees	8,932	8,000	112%	12,500
4800 Training	(310)	2,500	-12%	2,500
Total Professional Fees	62,760	63,200	99%	76,700
Office Expenses				
4212 Membership and subscriptions	24	460	5%	460
4220 Public notice	-	300	0%	300
4225 Bank fees	-	2,500	0%	2,500
4238 Computer/Technology Equipment	-	2,000	0%	2,000
4239 Software	2,464	4,500	55%	4,500
4240 Office supplies and expenses	185	2,000	9%	2,000
4240.1 Newsletter	-	-	0%	-
4241 Food	-	400	0%	400
4245 Postage	-	100	0%	100
4850 Rent	7,500	10,000	75%	10,000
Total Office Expenses	10,173	22,260	46%	22,260
Maintenance & Repairs				
4250 Snow Removal	20,692	130,000	16%	130,000
4251 Road maintenance	62,102	200,000	31%	200,000
4252 Trail Maintenance	532	30,000	2%	30,000
4333 Road manager fees	19,500	37,500	52%	37,500
Total Maintenance & Repairs	102,826	397,500	26%	397,500
Utilities				
4268 Internet Office	37	350	11%	350
4270 Electric Office	2,179	1,000	218%	3,000
Total Utilities	2,216	1,350	164%	3,350
Capital Outlay	-			
4740 Capital Outlay trails/parks	-	-	0%	900
Total Capital Outlay	-	-	0%	900

	Current YTD	Annual Budget	Percentage	Projection
Other General Administration				
4510 Insurance	7,969	5,542	144%	7,969
4999 Other General Administrative Expenses	-	1,400	0%	1,400
Total Other General Administration	7,969	6,942	115%	9,369
Transfers out				
4941 Transfers to Capital Projects	-	271,852	0%	271,852
Total Transfers out	-	271,852	0%	271,852
Total Expenditures	256,775	909,661	50%	928,488
Surplus (Deficit)	$ 20,526	$ -		$ (6,720)

Fund Balance beginning of year	$ 936,427
Projected (deficit) surplus	$ (6,720)
(Appropriated fund balance) reserves	$ -
Estimated fund balance end of year	$ 929,707
Restricted fund Balance	$ 215,576

Summit County Service Area #3
Operational Budget Report
58.3% of year
45 Capital Fund
01/01/2026 to 07/31/2026

Revenue:	Current YTD	Annual Budget	Percentage	Projection
3110 Transfers from General Fund	$ -	$ 271,852	0%	$ 271,852
Total Revenue:	-	271,852	0%	271,852
Expenditures				
4252 Capital projects	-	-		-
Reserves		271,852		271,852
Total Expenditures	-	271,852	0%	271,852
Surplus (Deficit)	$ -	$ -		$ -

Fund Balance beginning of year	$ 508,102
Projected Surplus (Deficit)	$ -
(Appropriated fund balance) reserves	$ 271,852
Estimated fund balance end of year	$ 779,954

Operating Budget
58.3% of year
Water Fund
01/01/2026 to 07/31/2026

Operating income	Current YTD	Annual Budget	Percentage	Projection
5110 Water standby fees	180	11,900	2%	11,900
5111 Well standby fees	-	6,000	0%	6,000
5140 Water service fees	273,895	420,000	65%	435,000
5240 Hydrant Water fees	-	1,500	0%	1,500
5240 Water rights assessments	2,335	35,000	7%	35,000
5310 Connection fees	35,000	20,000	175%	40,000
5310 Inspection fees	693	1,200	100%	1,200
5317 Water evaluation fee	-	-	100%	-
5410 Late penalties and fees	5,823	1,000	582%	10,000
5490 Other operating income	2,695	10,000	27%	10,000
5510 Water Transfer Fee	28,500	5,000	570%	30,000
Total Operating income	349,121	511,600	68%	580,600

Operating expense	Current YTD	Annual Budget	Percentage	Projection
Payroll				
6402 Staff Payroll	45,956	94,542	49%	94,542
6403 Payroll Fees	683	1,236	55%	1,236
6410 Benefits	23,545	50,779	46%	50,779
Total Payroll	70,184	146,557	48%	146,557
Professional Fees				
6332 Water operator services	29,500	37,500	79%	37,500
6333 Professional fees	365	1,700	21%	1,700
6333.1 Accounting Fees	8,086	20,000	40%	20,000
6334 Water Engineering Fees Capital	-	-	0%	-
6335 Water Engineering Maintenance	-	8,000	100%	8,000
6336 Water Engineering Projects	-	-	100%	-
6800 Training	524	2,500	21%	2,500
Total Professional Fees	38,475	69,700	55%	69,700
Legal Fees				
6327 Water General Legal Fees	-	7,500	100%	7,500
6330 Well System Legal Fees	33	15,000	100%	15,000
6331 Water System Legal Fees	22,353	10,000	224%	30,000
Total Legal Fees	22,386	32,500	69%	52,500
Utilities				
6270 Utilities	1,423	-	0%	2,000
6271 Electric Office	5,427	-	100%	7,500
6272 Electric Water System	-	20,000	0%	-
6275 Phone Office	167	100	100%	500
6276 Water System Monitoring	2,594	8,500	31%	8,500
Total Utilities	9,611	28,600	34%	18,500

	Current YTD	Annual Budget	Percentage	Projection
Office Expenses				
6212 Association and subscriptions	1,141	1,500	76%	1,500
6215 Bank fees	3,387	5,500	62%	5,500
6238 Computer/Technology Equipment	454	2,000	100%	2,000
6239 Software	11,173	4,500	100%	12,500
6240 Office supplies and expenses	2,760	1,000	276%	3,000
6241 Newsletter	-	-	0%	-
6242 Board meetings	181	450	40%	450
6243 Postage	78	500	16%	500
Total Office Expenses	19,174	15,450	124%	25,450
Repairs & Maintenance				
6250 Repairs and maintenance	5,494	125,000	4%	125,000
6253 Water tests	3,815	12,500	31%	12,500
6254 Water rights assessments	4,586	7,000	66%	7,000
6255 Parts & supplies purchases	7,192	5,000	100%	7,500
62334 Arsenic study	910	-	100%	1,000
6380 Meter relocation and replacement	-	2,500	0%	2,500
6731 Water System - District Well	5,355	-	100%	5,355
6732 Water System - Greenfield Well	136,312	1,000	100%	150,000
6733 Water System - Infrastructure	309,674	5,000	100%	309,674
6734 Water System - SA3 Water Rights	1,591	-	100%	3,500
6735 Concurrency	-	-	100%	3,500
6739 New Water Tank Project	-	-	100%	-
6744 Fire flow improvements	-	-	100%	-
Total Repairs & Maintenance	474,929	158,000	301%	627,529
Other General Administration				
6510 Insurance & bonds	1,244	5,000	25%	5,000
6520 Depreciation expense	-	-	0%	-
6600 Rent	6,000	9,000	67%	9,000
6730 Capital outlay	-	30,000	0%	30,000
6850 Interst expense	-	1,000	0%	1,000
6999 Other Water Administration	-	52,293	100%	52,293
Total Other General Administration	7,244	97,293	7%	97,293
Total Operating expense	642,003	548,100	117%	1,037,529
Non-operating income (Expense)				
5492 Non Compliant well fee		-	100%	-
5610 Interest income	19,990	40,000	50%	40,000
5615 Non-operating Income	635	-	100%	1,000
5810 Transfers in	-	-	0%	-
Total Non-operating income	20,625	40,000		41,000
Total Income or Expense	(272,257)	3,500		(415,929)

Cash Balance beginning of year	$	843,581
Projected Surplus (Deficit)	$	(415,929)
(Appropriated fund balance) reserves/Depreciation non cash	$	-
Estimated cash balance end of year	$	427,652

Summit County Service Area #3

Operational Budget Report
10 General Fund - 01/01/2026 to 07/31/2026
58.33% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Budget Remaining	% Earned/ Used
Change In Net Position						
Revenue:						
Taxes						
3110 Property taxes - current	6,662.19	5,288.01	55,020.62	590,311.00	535,290.38	9.32%
3120 Property taxes - prior years	18,587.78	0.00	0.00	10,000.00	10,000.00	0.00%
3170 Fee in lieu of property tax	7,337.57	0.00	0.00	7,500.00	7,500.00	0.00%
3171 Interest and penalties taxes	3,932.64	0.00	0.00	250.00	250.00	0.00%
Total Taxes	**36,520.18**	**5,288.01**	**55,020.62**	**608,061.00**	**553,040.38**	**9.05%**
Intergovernmental revenue						
3356 Class B road allotment	50,617.27	0.00	81,243.08	145,000.00	63,756.92	56.03%
Total Intergovernmental revenue	**50,617.27**	**0.00**	**81,243.08**	**145,000.00**	**63,756.92**	**56.03%**
Charges for services						
3430 Construction service fees	136,901.49	9,500.00	76,529.26	85,000.00	8,470.74	90.03%
3431 Roads maintenance fees	3,246.80	1,500.00	13,224.80	8,000.00	(5,224.80)	165.31%
3432 Roads transfer fees	0.00	0.00	0.00	1,000.00	1,000.00	0.00%
3433 Road Inspection Fees	2,225.00	300.00	2,375.00	2,500.00	125.00	95.00%
Total Charges for services	**142,373.29**	**11,300.00**	**92,129.06**	**96,500.00**	**4,370.94**	**95.47%**
Interest						
3610 Interest income	43,305.17	7,193.22	48,705.98	60,000.00	11,294.02	81.18%
Total Interest	**43,305.17**	**7,193.22**	**48,705.98**	**60,000.00**	**11,294.02**	**81.18%**
Miscellaneous revenue						
3615 Miscellaneous non-operating incom	0.00	0.00	106.65	0.00	(106.65)	0.00%
3690 Sundry revenue	38.53	0.00	96.50	100.00	3.50	96.50%
Total Miscellaneous revenue	**38.53**	**0.00**	**203.15**	**100.00**	**(103.15)**	**203.15%**
Total Revenue:	**272,854.44**	**23,781.23**	**277,301.89**	**909,661.00**	**632,359.11**	**30.48%**
Expenditures						
Payroll						
4400 General Manager	21,225.08	0.00	0.00	0.00	0.00	0.00%
4401 Operations Payroll	19,093.67	0.00	0.00	0.00	0.00	0.00%
4402 Staff Payroll	13,735.84	4,471.60	45,955.60	94,542.00	48,586.40	48.61%
4403 Payroll Fees	667.02	169.18	534.25	1,236.00	701.75	43.22%
4410 Benefits	30,407.00	2,310.14	24,341.40	50,779.00	26,437.60	47.94%
Total Payroll	**85,128.61**	**6,950.92**	**70,831.25**	**146,557.00**	**75,725.75**	**48.33%**
Professional Fees						
4326 Legal fees- Roads	4,007.00	259.50	5,747.00	10,000.00	4,253.00	57.47%
4327 Legal fees - General	17,474.00	3,083.00	21,556.00	25,000.00	3,444.00	86.22%
4328 ROW	0.00	3,255.00	3,255.00	0.00	(3,255.00)	0.00%
4330 Professional fees	0.00	0.00	1,500.00	1,700.00	200.00	88.24%
4331 Accounting Fees	12,316.80	0.00	22,080.06	16,000.00	(6,080.06)	138.00%
4332 Engineering fees	1,000.00	5,010.00	8,932.15	8,000.00	(932.15)	111.65%
4800 Training	0.00	0.00	(310.70)	2,500.00	2,810.70	-12.43%
Total Professional Fees	**34,797.80**	**11,607.50**	**62,759.51**	**63,200.00**	**440.49**	**99.30%**
Office Expenses						
4212 Membership and subscriptions	265.63	0.00	23.75	460.00	436.25	5.16%
4220 Public notice	0.00	0.00	0.00	300.00	300.00	0.00%
4225 Bank fees	2,727.05	0.00	0.00	2,500.00	2,500.00	0.00%
4238 Computer/Technology Equipment	79.48	0.00	0.00	2,000.00	2,000.00	0.00%
4239 Software	1,759.81	0.00	2,464.23	4,500.00	2,035.77	54.76%
4240 Office supplies and expenses	612.28	0.00	185.39	2,000.00	1,814.61	9.27%
4241 Food	63.53	0.00	0.00	0.00	0.00	0.00%
4242 Board Meeting	0.00	0.00	0.00	400.00	400.00	0.00%
4245 Postage	74.64	0.00	0.00	100.00	100.00	0.00%
4850 Rent	6,750.00	750.00	7,500.00	10,000.00	2,500.00	75.00%
Total Office Expenses	**12,332.42**	**750.00**	**10,173.37**	**22,260.00**	**12,086.63**	**45.70%**
Maintenance & Repairs						
4250 Snow Removal	27,413.26	0.00	20,692.00	130,000.00	109,308.00	15.92%
4251 Road maintenance	117,855.72	0.00	62,101.70	200,000.00	137,898.30	31.05%
4252 Trail Maintenance	1,902.00	0.00	531.44	30,000.00	29,468.56	1.77%
4333 Road manager fees	22,750.00	3,250.00	19,500.00	37,500.00	18,000.00	52.00%
Total Maintenance & Repairs	**169,920.98**	**3,250.00**	**102,825.14**	**397,500.00**	**294,674.86**	**25.87%**
Utilities						
4269 Phone	246.75	0.00	36.54	350.00	313.46	10.44%

Summit County Service Area #3

Operational Budget Report
10 General Fund - 01/01/2026 to 07/31/2026
58.33% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Budget Remaining	% Earned/ Used
4270 Electric Office	32.31	0.00	2,179.19	1,000.00	(1,179.19)	217.92%
Total Utilities	**279.06**	**0.00**	**2,215.73**	**1,350.00**	**(865.73)**	**164.13%**
Other General Administration						
4510 Insurance	4,180.58	7,543.34	7,969.34	5,542.00	(2,427.34)	143.80%
4999 Other Genereral Admiistrative Expe	141.00	0.00	0.00	1,400.00	1,400.00	0.00%
Total Other General Administration	**4,321.58**	**7,543.34**	**7,969.34**	**6,942.00**	**(1,027.34)**	**114.80%**
Transfers out						
4941 Transfers to Capital Projects	0.00	0.00	0.00	271,852.00	271,852.00	0.00%
Total Transfers out	**0.00**	**0.00**	**0.00**	**271,852.00**	**271,852.00**	**0.00%**
Total Expenditures	**306,780.45**	**30,101.76**	**256,774.34**	**909,661.00**	**652,886.66**	**28.23%**
Total Change In Net Position	**(33,926.01)**	**(6,320.53)**	**20,527.55**	**0.00**	**(20,527.55)**	**0.00%**
Income or Expense						
Income From Operations:						
Operating expense						
Repairs & Maintenance						
4650 Trails and parks	0.00	0.00	900.00	0.00	(900.00)	0.00%
Total Repairs & Maintenance	**0.00**	**0.00**	**900.00**	**0.00**	**(900.00)**	**0.00%**
Total Operating expense	**0.00**	**0.00**	**900.00**	**0.00**	**(900.00)**	**0.00%**
Total Income From Operations:	**0.00**	**0.00**	**900.00**	**0.00**	**(900.00)**	**0.00%**
Total Income or Expense	**0.00**	**0.00**	**900.00**	**0.00**	**(900.00)**	**0.00%**

Summit County Service Area #3
Operational Budget Report
40 Capital Projects - 01/01/2026 to 07/31/2026
58.33% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Budget Remaining	% Earned/ Used
Change In Net Position						
Revenue:						
Contributions and transfers						
3800 Transfers in	0.00	0.00	0.00	271,851.00	271,851.00	0.00%
Total Contributions and transfers	**0.00**	**0.00**	**0.00**	**271,851.00**	**271,851.00**	**0.00%**
Total Revenue:	**0.00**	**0.00**	**0.00**	**271,851.00**	**271,851.00**	**0.00%**
Total Change In Net Position	**0.00**	**0.00**	**0.00**	**271,851.00**	**271,851.00**	**0.00%**

Summit County Service Area #3

Operational Budget Report
51 Water Fund - 01/01/2026 to 07/31/2026
58.33% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Budget Remaining	% Earned/ Used
Income or Expense						
Income From Operations:						
Operating income						
5110 Water standby fees	(180.00)	0.00	180.00	11,900.00	11,720.00	1.51%
5111 Well standby fees	0.00	0.00	0.00	6,000.00	6,000.00	0.00%
5140 Water service fees	291,241.37	55,184.38	273,895.33	420,000.00	146,104.67	65.21%
5142 Hydrant water fees	538.38	0.00	0.00	1,500.00	1,500.00	0.00%
5240 Water rights assessments	395.00	0.00	2,335.60	35,000.00	32,664.40	6.67%
5310 Connection fees	6,000.00	1,000.00	35,000.00	20,000.00	(15,000.00)	175.00%
5315 Inspection Fees	649.00	0.00	693.00	1,200.00	507.00	57.75%
5317 Water Evaluation Fee	6,000.00	0.00	0.00	0.00	0.00	0.00%
5410 Late penalties and fees	3,079.59	1,535.52	5,823.02	1,000.00	(4,823.02)	582.30%
5490 Other operating income	10,096.29	0.00	2,695.88	10,000.00	7,304.12	26.96%
5510 Water Transfer Fee	32,625.00	3,000.00	28,500.00	5,000.00	(23,500.00)	570.00%
Total Operating income	**350,444.63**	**60,719.90**	**349,122.83**	**511,600.00**	**162,477.17**	**68.24%**
Operating expense						
Payroll						
6400 General Manager	21,228.07	0.00	0.00	0.00	0.00	0.00%
6401 Operations Payroll	19,092.63	0.00	0.00	0.00	0.00	0.00%
6402 Staff Payroll	13,734.34	4,471.60	45,955.52	94,542.00	48,586.48	48.61%
6403 Payroll Fees	666.90	170.15	682.88	1,236.00	553.12	55.25%
6410 Benefits	30,406.96	2,310.10	23,544.99	50,779.00	27,234.01	46.37%
Total Payroll	**85,128.90**	**6,951.85**	**70,183.39**	**146,557.00**	**76,373.61**	**47.89%**
Professional Fees						
6332 Water operator services	22,750.00	3,250.00	29,500.00	37,500.00	8,000.00	78.67%
6333 Professional fees	0.00	0.00	365.25	1,700.00	1,334.75	21.49%
6333.1 Accounting Fees	11,709.50	0.00	8,086.54	20,000.00	11,913.46	40.43%
6335 Water Engineering Maintenance	3,223.25	0.00	0.00	8,000.00	8,000.00	0.00%
6336 Water Engineering Projects	4,740.25	0.00	0.00	0.00	0.00	0.00%
6800 Training	1,753.58	49.30	523.95	2,500.00	1,976.05	20.96%
Total Professional Fees	**44,176.58**	**3,299.30**	**38,475.74**	**69,700.00**	**31,224.26**	**55.20%**
Legal Fees						
6327 Water General Legal Fees	0.00	0.00	0.00	7,500.00	7,500.00	0.00%
6329 Litigations Water	2,000.00	0.00	0.00	0.00	0.00	0.00%
6330 Well System Legal Fees	11,559.50	0.00	33.50	15,000.00	14,966.50	0.22%
6331 Water System Legal Fees	6,732.00	7,521.50	22,352.50	10,000.00	(12,352.50)	223.53%
Total Legal Fees	**20,291.50**	**7,521.50**	**22,386.00**	**32,500.00**	**10,114.00**	**68.88%**
Utilities						
6270 Utilities	10,403.69	0.00	1,422.79	0.00	(1,422.79)	0.00%
6272 Electric Water System	1,491.07	0.00	5,427.45	20,000.00	14,572.55	27.14%
6274 Internet Office	0.00	0.00	0.00	100.00	100.00	0.00%
6275 Phone Office	81.95	0.00	167.03	8,500.00	8,332.97	1.97%
6276 Water System Monitoring	1,080.04	0.00	2,594.25	0.00	(2,594.25)	0.00%
Total Utilities	**13,056.75**	**0.00**	**9,611.52**	**28,600.00**	**18,988.48**	**33.61%**
Office Expenses						
6212 Association and subscriptions	650.87	150.00	1,141.00	1,500.00	359.00	76.07%
6215 Bank fees	2,017.50	69.19	3,386.71	5,500.00	2,113.29	61.58%
6238 Computer/Technology Equipment	79.48	0.00	453.32	2,000.00	1,546.68	22.67%
6239 Software	3,087.38	275.52	11,172.84	4,500.00	(6,672.84)	248.29%
6240 Office supplies and expenses	698.53	0.00	2,760.08	1,000.00	(1,760.08)	276.01%
6242 Board meetings	26.10	0.00	181.25	450.00	268.75	40.28%
6243 Postage	417.24	0.00	78.00	500.00	422.00	15.60%
Total Office Expenses	**6,977.10**	**494.71**	**19,173.20**	**15,450.00**	**(3,723.20)**	**124.10%**
Repairs & Maintenance						
6250 Repairs and maintenance	39,260.94	2,115.00	5,494.05	125,000.00	119,505.95	4.40%
6253 Water tests	4,536.05	292.00	3,815.00	12,500.00	8,685.00	30.52%
6254 Water rights assessments	2,267.58	0.00	4,586.19	7,000.00	2,413.81	65.52%
6255 Parts & supplies purchases	18,080.14	3,411.92	7,192.26	5,000.00	(2,192.26)	143.85%
6334.1 HAL - Arsenic Study	0.00	0.00	910.00	0.00	(910.00)	0.00%
6380 Meter relocation and replacement	3,299.28	0.00	0.00	2,500.00	2,500.00	0.00%
6729 Parts & Equipment repairs	1,772.32	0.00	0.00	0.00	0.00	0.00%
6731 Water System - District Well	0.00	0.00	5,355.27	0.00	(5,355.27)	0.00%
6732 Water System - Greenfield Well	0.00	50,114.85	136,311.97	1,000.00	(135,311.97)	13,631.20%
6733 Water System - Infrastructure	0.00	192,859.00	309,674.27	5,000.00	(304,674.27)	6,193.49%

Summit County Service Area #3
Operational Budget Report
51 Water Fund - 01/01/2026 to 07/31/2026
58.33% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Budget Remaining	% Earned/ Used
6734 Water System - SA3 Water Rights	0.00	0.00	0.00	3,500.00	3,500.00	0.00%
6735 Cncurrentcy	0.00	0.00	1,590.75	0.00	(1,590.75)	0.00%
6739 New Water Tank Project 2025	1,450.00	0.00	0.00	0.00	0.00	0.00%
Total Repairs & Maintenance	**70,666.31**	**248,792.77**	**474,929.76**	**161,500.00**	**(313,429.76)**	**294.07%**
Other General Administration						
6510 Insurance & bonds	4,180.57	1,243.77	1,243.77	5,000.00	3,756.23	24.88%
6520 Depreciation expense	38,634.12	0.00	0.00	0.00	0.00	0.00%
6600 Rent	6,750.00	750.00	6,000.00	9,000.00	3,000.00	66.67%
6730 Capital outlay	0.00	0.00	0.00	25,000.00	25,000.00	0.00%
6850 Water Rights - Capital Outlay	0.00	0.00	0.00	5,000.00	5,000.00	0.00%
6901 Interest expense	0.00	0.00	0.00	1,000.00	1,000.00	0.00%
6998 Reserves	0.00	0.00	0.00	51,793.00	51,793.00	0.00%
6999 Other Water Administration	2,098.83	0.00	0.00	500.00	500.00	0.00%
Total Other General Administration	**51,663.52**	**1,993.77**	**7,243.77**	**97,293.00**	**90,049.23**	**7.45%**
Total Operating expense	**291,960.66**	**269,053.90**	**642,003.38**	**551,600.00**	**(90,403.38)**	**116.39%**
Total Income From Operations:	**58,483.97**	**(208,334.00)**	**(292,880.55)**	**(40,000.00)**	**252,880.55**	**732.20%**
Non-Operating Items:						
Non-operating income						
5610 Interest income	20,453.62	3,918.56	19,990.10	40,000.00	20,009.90	49.98%
5615 Non-operating Income	0.00	0.00	635.00	0.00	(635.00)	0.00%
Total Non-operating income	**20,453.62**	**3,918.56**	**20,625.10**	**40,000.00**	**19,374.90**	**51.56%**
Total Non-Operating Items:	**20,453.62**	**3,918.56**	**20,625.10**	**40,000.00**	**19,374.90**	**51.56%**
Total Income or Expense	**78,937.59**	**(204,415.44)**	**(272,255.45)**	**0.00**	**272,255.45**	**0.00%**

Summit County Service Area #3
Operational Budget Report
91 General Fixed Assets - 01/01/2026 to 07/31/2026
58.33% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Budget Remaining	% Earned/ Used
Change In Net Position						
Expenditures						
Other General Administration						
4400 Depn Expense	44,511.46	6,125.32	42,987.51	0.00	(42,987.51)	0.00%
Total Other General Administration	**44,511.46**	**6,125.32**	**42,987.51**	**0.00**	**(42,987.51)**	**0.00%**
Total Expenditures	**44,511.46**	**6,125.32**	**42,987.51**	**0.00**	**(42,987.51)**	**0.00%**
Total Change In Net Position	**(44,511.46)**	**(6,125.32)**	**(42,987.51)**	**0.00**	**42,987.51**	**0.00%**

Administrative & Financial

SUMMIT COUNTY SERVICE AREA #3

RESOLUTION NO. 2026 – 05

A RESOLUTION APPROVING THE EXECUTION OF AN INTERLOCAL AGREEMENT AUTHORIZING SUMMIT COUNTY TO CONDUCT CERTAIN CONSTRUCTION SERVICES

WHEREAS, Summit County Service Area #3 ("**SCSA3**") and Summit County ("**County**") are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code §§ 11-13-101 to -608 (the "**Interlocal Act**"), and

WHEREAS, as public agencies, the Interlocal Act authorizes SCSA3 and the County to enter into agreements to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers; and

WHEREAS, SCSA3 maintains and operates a system of County-owned roadways for its residents and visitors within Silver Creek Estates and certain surrounding areas; and,

WHEREAS, SCSA3 needs to maintain and repair those roadways, which become damaged due to weather and other natural and human-generated forces; and

WHEREAS, the County has the resources to conduct those repairs and maintenance and, SCSA3 has requested the County to perform hot asphalt mix patching, slurry and crack seal work; and,

WHEREAS, SCSA3 and the County are willing to execute the interlocal agreement attached to this Resolution ("**Agreement**"), wherein the Parties agree that the County, through a contractor, will perform slurry and crack seal work requested by SCSA3; and

WHEREAS, Utah Code § 11-13-202 authorizes SCSA3 and the County to enter into the Agreement.

NOW, THEREFORE, be it **RESOLVED** by the Board of Trustees of Summit County Service Area #3 that:

1. Adoption of the Agreement. The attached Agreement between SCSA3 and the County is approved and adopted.

2. Keeper of the Records. The SCSA3 Clerk is authorized and instructed to keep an executed copy of the Agreement as part of SCSA3's records.

3. Utah Open and Public Meetings Act. SCSA3 provided proper notice that the SCSA3 Board of Trustees would consider approval of the Agreement during its regular meeting on May 19, 2026, and the Board's approval of the Agreement during that meeting complied with

the Utah Open and Public Meetings Act.

4. Effective Date. Pursuant to Utah Code § 11-13-202.5(2), this Resolution will take effect immediately upon its adoption, but the Agreement will become effective as and when stated in Section 6 of the Agreement and in harmony with the requirements of the Interlocal Act.

ADOPTED AND APPROVED by majority vote at a duly called meeting of the Board of Trustees on this 24th day of August 2026.

SUMMIT COUNTY SERVICE AREA NO. 3

____
Derek Price, Chair

ATTEST:

____
David Olson, Clerk

VOTING

Trustee Blum voting ___

Trustee Gleich voting ___

Trustee Olson voting ___

Trustee Price voting ___

Trustee Shea voting ___

Trustee Taix voting ___

Trustee Witkin voting ___

INTERLOCAL COOPERATION AGREEMENT
Between
SUMMIT COUNTY and SERVICE AREA #3
For CONSTRUCTION SERVICES

This Interlocal Cooperation Agreement for Construction Services *("Agreement")* is entered into by and between **SUMMIT COUNTY,** a political subdivision of the state of Utah (hereinafter, *"County"),* and **SUMMIT COUNTY SERVICE AREA #3,** a special district of the state of Utah (hereinafter, "*SA3*"). Each is individually referred to as a *"Party"* and collectively as the *"Parties."*

RECITALS

WHEREAS, SA3 provides a system of roadways for its residents, and visitors; and,

WHEREAS, SA3 needs to maintain and repair those roadways, which become damaged due to weather and other natural and human-generated forces; and,

WHEREAS, the County has the resources to conduct those repairs and maintenance and, SA3 has requested the County to perform HMA patching, slurry, crack seal, and striping work (the "*Work*"); and,

WHEREAS, the Parties hereto are willing to enter into this Agreement, wherein the Parties agree that the County, through a contractor, will perform the Work requested by SA3; and,

WHEREAS, the Parties are authorized by the Utah Interlocal Cooperation Act*,* Title 11, Chapter 13, Section 202(l)(f), to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Obligations:**

   a. The County will include the Work as part of its 2026 Pavement Maintenance Contract, Schedule H. The estimated cost of the Work is One Hundred and Ten Thousand Dollars ($110,000.00).

   b. The actual cost of the Work to be reimbursed by SA3 to County shall be calculated as follows: (a) the quantity of work completed by the County's contractor, times the unit cost for each item of work, as determined by County on each pay request and as reviewed by SA3; (b) the cost of materials; and (c) the costs associated with the rental of any necessary equipment (together, the "*Cost of Work*").The Work may be modified by change order if approved by the Parties. The County will perform the Work under the direction of SA3 during a two day work period, as agreed upon by the Parties, and will invoice SA3 for the Cost of Work.

c. SA3 will make a reimbursement payment to County for the Cost of Work within thirty (30) days of invoice from the County.

2. Representations and Warranties of the Parties.

As an inducement to the Parties to enter into this Agreement, the Parties hereby represent as follows:

a. Authority. Each Party has full power and authority to enter into this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by each Party of this Agreement, the performance by each Party of its obligations hereunder, and the consummation by the Parties of the transactions contemplated hereby have been duly authorized. This Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of the Parties enforceable against the Parties in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

b. No Conflicts. The execution, delivery and performance by the Parties of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to the Parties or result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument to which the Parties may be bound or affected.

c. No Grants to Third Parties. To each Party's knowledge, neither Party has granted any rights to third parties or committed any act or omission that would impair or encumber any of the rights granted to the other Party hereunder.

3. Indemnity.

Each Party (the "*Indemnifying Party*") shall indemnify, reimburse, defend and hold harmless the other Party (the "*Indemnified Party*"), and its officers, directors, trustees, employees, consultants and agents from and against any and all demands, claims, actions, causes of action, judgments, assessments, taxes, fines, losses, damages, liabilities, interest, penalties, costs, and expenses, including, without limitation, reasonable legal fees, other professional fees and any disbursements incurred in connection therewith (collectively, the "*Losses*"), arising out of the Indemnifying Party's performance or failure to perform any aspect of this Agreement to the extent caused by any intentional wrongful act or omission, or negligence of that Indemnifying

Party; provided, however, that the Indemnifying Party shall not indemnify for that portion of any Losses arising hereunder due to the sole intentional wrongful act or omission, or negligence of the Indemnified Party.

4. Governmental Immunity Act.

Because both Parties are governmental entities under the Utah Governmental Immunity Act of Utah, Utah Code § 63G-7-101, et. seq., (the "Act"), each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and neither Party waives any defense available to it under the Act.

5. Relief of Obligation.

This Agreement does not in any way relieve either Party of any obligation or responsibility imposed upon it by law (Utah Code § 11-13-208).

6. Term and Effective Date

This Agreement shall be effective on the date of the last signature to this Agreement and shall terminate on December 31, 2026, unless otherwise agreed upon in writing by the Parties.

7. Miscellaneous Provisions.

a. No Assignment. Neither Party may assign its interest in this Agreement without the written consent of the other Party.

b. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors-in-interest.

c. Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

d. No Recourse. This Agreement shall not create or be deemed to create or permit any personal liability or obligation on the part of any direct or indirect officer, employee, or representative of the Parties.

e. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

f. Business Relationship. This Agreement does not acknowledge the existence of or establish a partnership, joint venture, or any other form of business relationship between the Parties other than as expressly set forth herein, and this Agreement is limited solely to the purposes and interests expressed herein.

g. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement; and the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

h. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

i. Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine or neuter, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

j. Force Majeure. Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine, restrictions, inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.

k. Further Action. The Parties hereby agree to execute and deliver such additional documents and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

l. Expenses of Enforcement. In any proceeding to enforce, interpret, rescind or terminate this Agreement or in pursuing any remedy provided hereunder or by applicable law, the prevailing Party shall be entitled to recover from the other Party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "*prevailing Party*" shall include, without limitation, a Party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

m. Disputes. Upon written notice of any dispute, the Parties shall attempt to resolve it promptly by good faith negotiation between the chief executive officers of the Parties, who have authority to settle the dispute (the "*Negotiation*"). The Negotiation should be completed within thirty (30) days. If Negotiation fails, the Parties shall proceed to mediation using a mediator agreed upon by the Parties (the "*Mediation*"). All reasonable efforts shall be made to complete the Mediation within thirty (30) days of the first Mediation session.

n. Notice. Any notice required or desired to be given pursuant to this Agreement or otherwise relating to this Agreement shall be in writing, addressed to the Party at the address listed below, and shall be deemed effective: (i) upon personal delivery or actual receipt thereof, or (ii) three (3) business days following deposit in the United States Mail, postage prepaid, certified mail, return receipt requested.

To: Summit County
Attn: County Manager
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017

To: Service Area #3 Attn:
Derek Price
629 Parkway Drive
Park City, Utah 84098

Any Party hereto may change its address for the purpose of receiving notices as herein provided by serving written notice given in the manner aforesaid.

o. Applicable Law: Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The Parties hereby consent to the jurisdiction and venue of the state courts located in Summit County, Utah.

p. Counterparts. This Agreement may be executed in counterparts and delivered by electronic transmission. Any signature on this Agreement transmitted by facsimile or electronically in PDF format or other electronic means (e.g., Adobe Sign) shall be deemed an original signature and may be used in lieu of the original for all purposes.

8. Interlocal Cooperation Act Requirements.

In satisfaction of the requirements of the Utah Interlocal Cooperation Act, the Parties agree as follows:

a. This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the Utah Interlocal Cooperation Act *("UICA"),* as set forth in Utah Code Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the UICA.

b. In accordance with the provisions of Utah Code § 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect. In accordance with the provisions of Utah Code § 11-13-202.5(l)(b) and where applicable, this Agreement shall be submitted to the governing body authorized to approve this Agreement.

c. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code § 11-13-209.

d. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the chief executive officer of each Party.

e. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated by the signatures of the respective Parties.

For SERVICE AREA #3:

Dated: 7/15/26

Derek Price
General Manger

Approved as to form:

Nathan Bracken
Service Area 3 Legal Counsel

For SUMMIT COUNTY

Dated: 7/27/2026

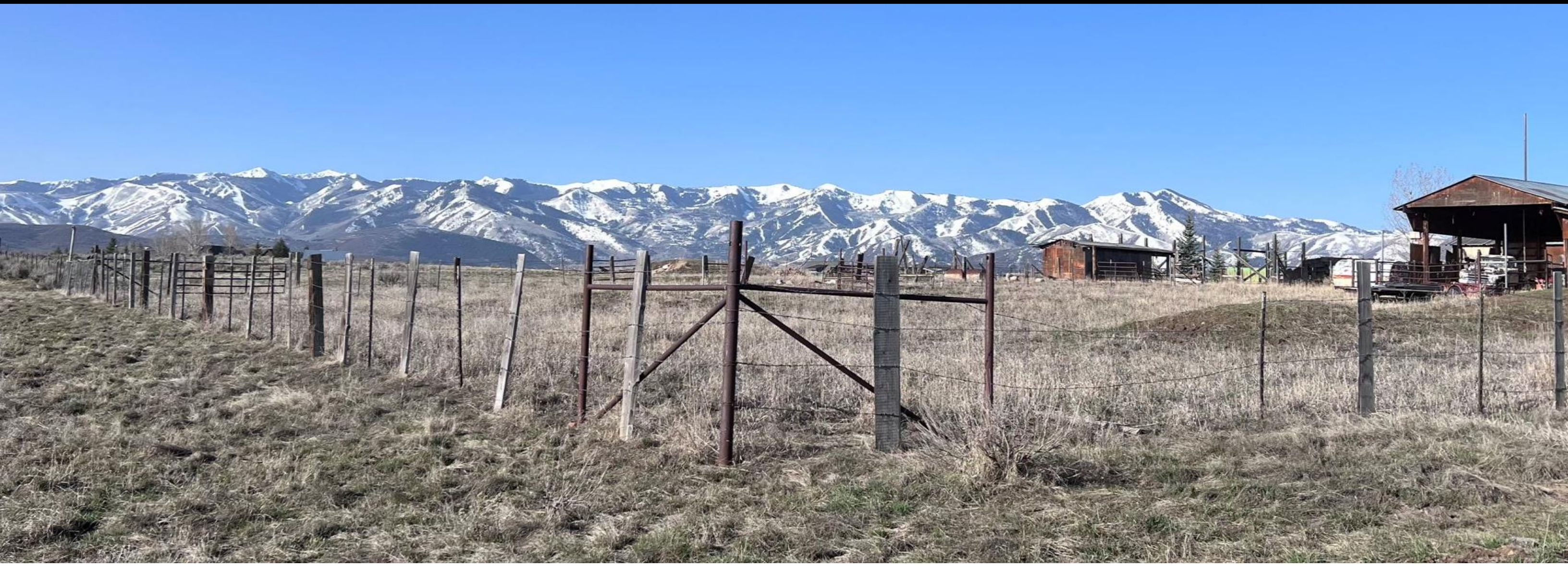
____
Shayne Scott
County Manager

Approved as to form:

____
David L. Thomas
Chief Deputy

PUBLIC FINANCE ADVISORS

LEWIS | ROBERTSON | BURNINGHAM



SUMMIT COUNTY SERVICE AREA #3

AUGUST 2026

TRANSPORTATION UTILITY FEE STUDY (TUF)

TRANSPORTATION

PREPARED BY:
LRB PUBLIC FINANCE ADVISORS

WORK PLAN & APPROACH

INTRODUCTION

Summit County Service Area #3 (SCSA3) is an independent governmental entity and political subdivision of the State of Utah, established by Summit County to provide essential public services, including the ownership, operation, and maintenance of water rights and culinary and irrigation water systems. SCSA3 is governed by a seven-member, publicly elected Board of Trustees and operates independently from Summit County under applicable state law.

SCSA3 provides a broad range of community services, including road maintenance, snow removal, right-of-way management, culinary water service, water rights administration, trails, parks, and drainage. The Service Area works cooperatively with Summit County to support County regulations and enforcement.

SCSA3 is funded through property and ad valorem taxes, water rights administration fees, culinary water fees, and construction fees. Day-to-day operations are supported by a General Manager, Office Manager, Road and Water Operator, and legal counsel under the direction of the Board of Trustees. SCSA3 wishes to evaluate and establish an equitable, sustainable and transparent way to maintain existing roadways. LRB provides the following scope of services to evaluate the implementation of a proposed transportation fee to achieve these objectives.

Project Orientation and Kick-Off

An initial kick-off meeting with District staff is crucial and can help provide a vision for the entire project. The following tasks will be completed at the initial kickoff meeting:

- Orient staff to the project and clarify scope;
- Establish/clarify study objectives;
- Identify data needs and discuss existing analysis;
- Establish consensus regarding timeframe and scheduling of project; and
- Discuss project transcript which will include final documents, project schedule, noticing, contract agreements etc.

Task 1: Data Collection & Review

LRB will collect and review the following data, which will be necessary to complete this analysis:

- Existing business license database;
- Current utility billing data;
- Current parcel database, including property type and square footage information;
- Current impact fee analysis and impact fee schedule; and,
- Current capital improvement plans and/or capital facilities plans.

Task 2: Land Use Analysis

LRB will analyze the land use types and square footage statistics throughout SCSA3 and establish land use categories. Business license data will also be reviewed to determine the number of businesses by category.

Task 3: Evaluation of Trip Counts & Business Groupings

LRB will apply average daily trip values to the land use categories and business groupings. This is necessary to determine the proportional allocation of the revenue needed. LRB will work with the District to determine the appropriate business groupings.

Task 4: Property Tax Evaluation

As an alternative scenario, LRB will collect existing taxable value data to determine what property tax increase would be necessary to achieve the District's objectives relative to transportation funding. This will then be compared to the fee scenario developed above.

Task 5: Presentation of Findings

LRB will summarize the results of the analysis in a draft report form. LRB will present these findings first to the District Staff to consider resident and commercial impacts and potential implementation strategies. Upon review and adjustments, if necessary, LRB will assist District Staff in presenting to the District's board.

FEE PROPOSAL

Based on the specific tasks outlined above, LRB proposes the following fee:

	Vice President	Sr. Analyst	Total Hours	Fee per Task
Hourly Rate	**$250**	**$200**		
Project Orientation and Kick-Off	4.00	4.00	8.00	$1,800
Task 1: Data Collection & Review	2.00	6.00	8.00	$1,700
Task 2: Land Use Analysis	4.00	16.00	20.00	$4,200
Task 3: Evaluation of Trip Counts & Business Groupings	8.00	18.00	26.00	$5,600
Task 4: Property Tax Evaluation	4.00	5.00	9.00	$2,000
Task 5: Presentation of Findings	2.00	4.00	6.00	$1,300
Total	**24.00**	**53.00**	**77.00**	**$16,600**

FIRM EXPERIENCE

The LRB team members assigned to this project Fred Philpot (point of contact), Logan Loftis, and members of the Firm's analyst team. Fred Philpot and Logan Loftis are located in Salt Lake City and have extensive experience with municipal finance advisory services, utility rate studies, impact fees, municipal fee studies, cost of service studies, feasibility analysis, etc.

Team Member	Expertise	Role	Contact
Fred Philpot	User Rate and Impact Fee Analysis, Financial Modeling, Presentations	Project Manager, Primary Point of Contact	Cell: 801.243.0293 fred@lrbfinance.com
Logan Loftis	Research and Analysis	Analytical Support	logan@lrbfinance.com

FIRM DETAILS

Principal Office Location: 41 N. RIO Grande, Suite 101, Salt Lake City, UT 84101
Years in Business: 30 yrs
Size of Firm: 15 Employees

REFERENCES

Ogden City, Utah General Fund Financial Planning and Utility Rate Studies

LRB has worked with Ogden to develop and update a comprehensive rate analysis and long-term financial plan for Ogden city's culinary water, sanitary sewer, and storm drain utilities since 2016. Our teaming with the city has resulted in funding of critical capital infrastructure. In addition, we have helped the city evaluate the impact on different customer classes and address conservation initiatives. We have also assisted with debt structuring and alternative financing plans, including State and Federal programs.

Contact: Lisa Stout, Management Services Director
p. 801.629.8713
e. LisaStout@ogdencity.com

South Ogden General Fund and Utility Fee Study

In 2017, LRB prepared a comprehensive General Fund and utility rate analysis for South Ogden City's culinary water, sanitary sewer, and storm drain utilities. These studies were based upon updated master plans and culminated in a rate structure that prepared South Ogden for future debt issuance. LRB provided updates to this analysis in 2018 and 2019.

Contact: Matt Dixon, City Manager
p. 801.622.2702
e. mdixon@southogdencity.com

SOUTH JORDAN CITY, UTAH UTILITY RATE STUDIES

LRB has been engaged with South Jordan since 2007 conducting a wide range of consulting services including development fees, business license fees, development service fee studies, parks and recreation fee studies, **utility rate analysis**, school district creation analysis, bond financing, and annexation evaluation. **Recently, LRB has completed utility rate analysis for water, sewer, refuse, and the storm enterprise fund.**

Contact: Don Tingey, Director of Strategy & Budget
p. 801.254-3742 Ext. 1225
e. DTingey@sjc.utah.gov
Jason Rasmussen, Assistant City Manager
p. 801.253.5230 Ext. 1712
e. JRasmussen@sjc.utah.gov
Date: Ongoing

PRIMARY CONTACT AND PROJECT MANAGER
FRED PHILPOT IV

Mr. Philpot joined LRB in 2006. Mr. Philpot has served as the project lead for numerous impact fee and rate study projects including studies completed for Salt Lake City, West Valley City, South Jordan, Orem, St. George, Tooele, South Davis Metro Fire Agency, Provo, Centerville, Weber Basin Water Conservancy District, Central Utah Water Conservancy District, and other local entities.

Role: Mr. Philpot will supervise all utility rate studies and impact fee analysis completion, model development, attend all meetings and present findings. In addition, he will facilitate the drafting of all reports.

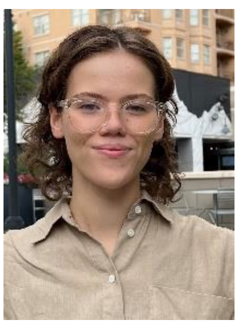
General Qualifications

- Represented over 70 individual projects (with the majority as project lead) in the last three years.
- Thorough understanding of municipal bonding and structuring.
- Presented in hundreds of council meetings related to complex analysis and solutions.
- Presentations on taxation and capital planning for Utah League of Cities and Towns and Utah Association of Special Districts.
- Working knowledge of GIS applications and practical applications.
- Currently manages firm production team and acts as COO.

Expertise

Area	Description	Representative Clients
Community/Economic/ Redevelopment Activities	Assisted communities with the formation of community reinvestment areas (CDAs, EDAs, URAs). Completed blight studies, project area plans and budgets. Developed cost/benefits analysis.	North Salt Lake, Salt Lake City, South Salt Lake
Economic Development Study/Retail Leakage	Evaluated economic growth, opportunities and weaknesses, developable land, and supportable retail square footage. Evaluated funding strategies and strategic goals and initiatives.	Mapleton, Midvale, Tooele County, Tooele City, Salt Lake City, South Jordan, South Salt Lake
Impact Fee & User Rate Analysis	Completed hundreds of studies related to impact fee and user rate analysis. Prepared final reports detailing findings and presented recommendations to legislative bodies.	Gilbert, Maricopa, Lindon, Millville, Orem, Provo, Salt Lake City, South Jordan, South Ogden, South Valley Sewer District, St. George

Area	Description	Representative Clients
Comprehensive Sustainability Planning	Evaluated the financial sustainability of General Fund and Utilities as it relates to revenue sustainability, property tax growth, truth-in-taxation, sales taxes and other revenues. Ensured appropriate funding of capital needs and expenditure growth. Evaluated scenarios with legislative bodies to determine appropriate action items and policies.	Centerville, Orem, Ogden, South Ogden, West Haven, Central Utah Water Conservancy District, Sandy, Provo,
Feasibility Analysis, Business License Studies, Cost of Service Studies	Completed incorporation studies, annexation policy plans and other financial feasibility studies. Analyzed fees related to development services, business licensing, and transportation services.	Weber County (Transfer Station Analysis) UTA (Equity Analysis Review) South Salt Lake (Business License Fee Study) Kaysville (Transportation Utility Fee Study)



Logan Loftis, Analyst

Logan joined LRB in 2022. As an analyst, Ms. Loftis works on various projects such as impact fee analysis, feasibility studies, and economic development.

Prior to joining the firm, Logan worked as a Management Consultant for the Government Solutions sector at Witt O'Brien's. Ms. Loftis holds Bachelor of Science and Master of Science degrees in Political Science from Utah State University. Logan has a strong background in data analysis as she conducted quantitative research for her master's thesis and interned for Utah Foundation, a nonprofit research organization. Logan also completed internships for the Bountiful City Planning and Zoning Department, the Utah State Legislature, and the US House of Representatives in Washington D.C., which has resulted in a comprehensive understanding of government operations.

Summit County Service Area #3

629 E Parkway Drive · Suite 1 · Park City · UT 84098 · (435) 500-6267 · bit.ly/SCSA3 · permit@summitcosa3ut.gov

Board Compensation Hearing Public Comment

(Limited to 3 minutes per person)

SUMMIT COUNTY SERVICE AREA #3

RESOLUTION NO. 2026 – 07

RATIFICATION OF BOARD OF TRUSTEES APPROVAL FOR DEREK PRICE COMPENSATION

WHEREAS, the Board of Trustees (the "**Board**") appointed Derek Price, a member of the Board and Chair of the Board, to act as interim General Manager for Summit County Service Area #3 (the "**Service Area**"); and

WHEREAS, on June 16, 2026, the Board approved certain compensation for Derek Price for acting as interim General Manager for the Service Area; and

WHEREAS, in accordance with Utah Code Ann. § 17B-1-307(2), an increase in compensation for a member of the Board requires a public hearing,

WHEREAS, on August 24 2026, the Board held a public hearing to receive public input regarding ratification of the compensation increase to Derek Price for acting as interim General Manager; and

WHEREAS, after holding the public hearing and taking public comment, the Board desires to ratify its approval to increase Board member Derek Price's compensation for acting as interim General Manager; and

NOW, THEREFORE, be it ordained by the Board of Trustees of Summit County Service Area #3 that:

1. Derek Price shall be compensated in the amount of $5,000 per month for acting as interim General Manager of the Service Area, which compensation shall be in addition to his compensation as Board member and Board Chair of the Service Area which is currently zero dollars; and

2. Service Area staff are directed to perform the administrative tasks necessary to facilitate payment of the increased compensation to Derek Price for acting as interim General Manager.

3. If any provision of this Resolution is held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Resolution.

ADOPTED AND APPROVED by majority vote at a duly called meeting of the Board of Trustees on this 24th day of August, 2026.

SUMMIT COUNTY SERVICE AREA NO. 3

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Derek Price, Chair

ATTEST:

____
David Olson, Board Clerk

VOTING

Trustee Blum	____
Trustee Gleich	____
Trustee Olson	____
Trustee Price	____
Trustee Shea	____
Trustee Taix	____
Trustee Witkin	____

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Water, Roads & Trails

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Public Comment

(Limited to 3 minutes per person)

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Closed Session

Summit County Service Area #3

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Adjournment

The next meeting is Tuesday, September 15 at the Mountain Life Church.