

Interlaken Town Council Regular Meeting Agenda
Wednesday, 06 November 2024, 6:30 PM – 7:30 PM
Meeting Conducted Remotely with Zoom Video Conferencing Software

Zoom Meeting ID: 516 337 9977

Password: 84049

Zoom Meeting Link

<https://us02web.zoom.us/j/5163379977?pwd=QIJNT3loV3J4Nm83TFJlOEdGVVU1dz09>

1. **Call to Order**
2. **Roll Call**
3. **Presentations:** None
4. **Public Comment:** Comments will be taken by the Town Council on any non-agenda items. Comments are limited to four minutes per speaker. The Council may or may not respond to non-agenda issues brought up under public comment. Those wishing to comment should stand, state their full name and address, whom they represent, and the subject matter to be addressed. Total time allocated to public comments will be no more than twenty minutes.
5. **Consent Agenda:** None
6. **Approval of Agenda or Changes**
7. **Approval of 10/08/2024 Council Regular Meeting Minutes**
8. **Approval of 10/22/2024 Council Work Session Minutes**
9. **Financial Reporting** – Year to Date FY2025
10. **Water Rates & FY2025 Budget Amendment Discussion and Vote**
11. **Online Bill Pay Discussion** – Xpress Bill Pay
12. **Public Works Manager Position Discussion**
13. **Building Permit Update and Planning Commission Status**
 - a. Active Building Permit Reporting
 - b. Planning Commission – land use code review
14. **Jones & DeMille** – Engineering Contract Update
15. **Other Business**
16. **Council Comments**
17. **Adjournment**

Interlaken Town Council Regular Meeting Agenda
Wednesday, 06 November 2024, 7:22 PM – 8:08 PM
Meeting Conducted Remotely with Zoom Video Conferencing Software

Zoom Meeting ID: 516 337 9977

Password: 84049

Zoom Meeting Link

<https://us02web.zoom.us/j/5163379977?pwd=QIJNT3loV3J4Nm83TFJOdGVVSUE1ldz09>

1. Call to Order - Mayor Harrigan called the meeting to order at 7:22 pm

2. Roll Call

Greg Harrigan, Mayor
Sue O’Nan, Council Member and Treasurer
Timm Dixon, Council Member
Erin Merryweather, Council Member
Jill Jacobson, Council Member, was absent

3. Presentations: None

4. Public Comment:

David Gardella, 451 Bern Way: He’s a local fire commissioner in Florida, and was part of his condo association for years. He wanted to show his appreciation for our work. He’s experienced 2 hurricanes recently. He used only 20,000 gallons of water last year. He’s asking for less of a water rate increase, especially for someone who only uses 20,000 gallons a year. Note that the base allotment is 120,000 gallons per year.

5. Consent Agenda: None

6. Approval of Agenda or Changes

Motion: Council Member O’Nan moved to approve the agenda.

Second: Council Member Dixon seconded the motion.

Discussion: No discussion.

Vote: The motion was approved with the Council Members unanimously voting Aye.

7. Approval of 10/08/2024 Council Regular Meeting Minutes

Motion: Council Member O’Nan moved to approve the 10/08/24 town council meeting minutes as presented.

Second: Council Member Merryweather seconded the motion.

Discussion: No discussion.

Vote: The motion was approved with the Council Members unanimously voting Aye.

8. Approval of 10/22/2024 Council Work Session Minutes

Motion: Council Member O’Nan moved to approve the 10/22/24 town council work session minutes as presented.

Second: Council Member Merryweather seconded the motion.

Discussion: No discussion.

Vote: The motion was approved with the Council Members unanimously voting Aye.

9. Financial Reporting – Year to Date FY2025

Town Administrator Smith presented the financial reports for FY2025 to date. The reports reflected the town’s status as previously discussed in the FY2025 budget amendment report. There was no further discussion. See the attached reports for more information.

10. Water Rates & FY2025 Budget Amendment Discussion and Vote

Greg – his last comment is that he’s a realtor, and he can verify that the 3 most common questions people ask are about water, roads, and fire safety. If Interlaken’s water system is considered defective, you won’t be able to give your house away. There are other communities that are having water issues. Sue has lived here 20 plus years. Before we became a town the annual assessment increased regularly, sometimes as much as \$300 annually. It was very arbitrary before we became a town. Now it has steadied out. She feels this proposal restores our reserves without too much pain. Erin agrees that it is a necessary increase and if things aren’t as bad as we think, we can go back to lower rates. Timm – anything you can do to extend the life of the water system is worth doing. Smith presented a table showing the water rate history since the town’s incorporation.

Water Rates by Fiscal Year								
Fiscal Year	FY2016		FY2018 (1st half FY)		FY2018 (2nd half FY)		FY2020 - current rates	
Ordinance Date	11/2/15		6/17/17		12/11/17		12/11/17	
	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
Connected Lots Base Rate	\$ 63	\$ 756	\$ 69	\$ 828	\$ 75	\$ 893	\$ 81	\$ 972
Empty Lots Rate	\$ 63	\$ 756	\$ 58	\$ 696	\$ 62	\$ 749	\$ 68	\$ 816

Motion: Council Member O’Nan moved to approve the Ordinance No.15 An Ordinance Amending the Interlaken Town Water Usage Rates.

Second: Council Member Merryweather seconded the motion.

Discussion: No discussion.

Vote: The motion was approved with the Council Members unanimously voting Aye.

11. Online Bill Pay Discussion – Xpress Bill Pay

Smith outlined a proposal to allow lot owners to pat their water bills using online using Xpress Bill Pay. Greg - it makes sense, save money and make it easier. Sue would save time and is all for it. Timm is all for it.

12. Public Works Manager Position Discussion

Greg says we’re very lucky to have Derek in the community. He’s knowledgeable and has shown his skill and dedication and work ethic. Derek is very interested in contributing in different ways, including overseeing and maintenance. He’s been in the construction business his whole life. He feels like he could bring something to the table. Timm feels Derek would be a good choice, and suggests we pay for training for certification for cross-connection control inspections. Derek could research the backflow prevention requirements and develop a standard. Sue – she’s gotten to know Derek and is happy to have someone who lives here, very knowledgeable, and easy to get along with. Erin thinks it’s a great fit.

Derek has an LLC that could break out his invoice into categories. Bart will meet with Derek and go over the task list and put together a contract.

Motion: Council Member O’Nan moved to approve Derek Becker’s hiring into the position as Public Works Manager

Second: Council Member Merryweather seconded the motion.

Discussion: No discussion.

Vote: The motion was approved with the Council Members unanimously voting Aye.

See the attached contract prepared by Smith.

13. Building Permit Update and Planning Commission Status – The PC was not represented – no updates

14. Jones & DeMille – Engineering Contract Update

Interlaken completed negotiations with Jones & DeMille, our new town engineering firm. Greg noted that we proceeded with this change as Ardurra announced they were no longer supporting municipalities. Jones & DeMille was recommended to the town by Ryan Taylor, the head of Ardurra’s office in Heber. See the attached GSA contract and Assignment Order.

15. Other Business - None

16. Council Comments - None

17. Adjournment

Council member O’Nan moved to adjourn the meeting. Council member Merryweather seconded the motion. The motion passed unanimously. The meeting was adjourned at 8:08 pm. The next regular town council meeting is scheduled for 12/3/24 at 6:30pm.

Jul-Oct		Interlaken Town Statement of Revenue and Expense									
		Jul-Oct, 2024									
		2422		1330		4574		1678		2681	
		Water Revenue		Water Reserve		Transportation Reserve		Building		General	
	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	
Revenue - All Accounts											
5 Annual Wasatch County Tax Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,263	\$ 200,000
6 Prior Year Assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7 Late Fees - Assessments (all years)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8 1% State Sales Tax (estimate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,804	\$ 34,000
all Interest Income	\$ 59	\$ 200	\$ 570	\$ 800	\$ 519	\$ 800	\$ 38	\$ 150	\$ 59	\$ 130	\$ -
12 New Owner Transfer Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13 B&C Road Tax (estimate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,157	\$ 26,000
14 Building App & Inspection Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15 Interlaken Drive RMA with BHR Agreement (20%)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15a CARES Act Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15b Additional Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15c Miscellaneous Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15d Fines for Municipal Code Violations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,650	\$ -
73a Revenue from RMA Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -
73b Revenue from Federal & State Transportation System Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
92 Annual Water Utility Base Fees	\$ 2,909	\$ 173,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95 Metered Water Overages	\$ -	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95a Water Connect Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95b Water Billing Late Fees	\$ 400	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95c New Owner Transfer Fees	\$ 500	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95d	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95e	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
150 Revenue from Federal & State Water System Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
169 Building Permit Application Fees (varies with application)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100	\$ 1,800	\$ -	\$ -	\$ -
170 Water Connect Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700	\$ 700	\$ -	\$ -	\$ -
171 Road Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,500	\$ 7,000	\$ -	\$ -	\$ -
172 Damage Deposits - Refundable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 8,000	\$ -	\$ -	\$ -
173 Completion Deposits - Refundable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000	\$ 8,000	\$ -	\$ -	\$ -
173a Plan Review & Inspections (Town Engineer)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 19,000	\$ -	\$ -	\$ -
173b Variance Application Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240	\$ -	\$ -	\$ -
Total Revenue	\$ 3,868	\$ 181,250	\$ 570	\$ 800	\$ 519	\$ 5,800	\$ 37,838	\$ 44,890	\$ 28,934	\$ 260,130	\$ -
Transfers into General Fund											
19 Transfer from Building Fund (Application Fees for admin costs)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800
20 Transfer from Water Revenue Fund (50% of admin. expenses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000
21 Transfer from Transportation Reserve Fund for Capital expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 310,000	\$ 70,000	\$ -
Transfers out of General Fund											
28 Transfer to Transportation Reserve of B&C Road Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (26,000)
29 Transfer to Transportation Reserve Capital Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (50,000)	\$ -	\$ -
30 Transfer to Building Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers into Water Revenue Fund (Checking)											
100 Transfer from Building Fund (Water Connect Fees)	\$ -	\$ 700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
101 Transfer from Bond Sinking Fund for current year Water Bond payment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
102 Transfer from Water Reserve Fund for Capital Improvements	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers out of Water Revenue Fund											
105 Transfer to Water System Reserve Capital Fund	\$ -	\$ (60,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106 Transfer to General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
107 Transfer to Bond Sinking Fund for Next Year's Bond Payment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
108 Transfer to Water System Capital Facilities Replacement Reserve Acct	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
109 Transfer to General Fund for 50% of Administrative expenses	\$ -	\$ (80,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers into Transportation Reserve Fund											
77 Transfer from General B&C Road Tax to Transportation Reserve Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,000	\$ -	\$ -	\$ -	\$ -	\$ -
78 Transfer to Transportation Reserve Fund for Capital Improvements	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
80 Transfer from Building Fund of Road Impact Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ -

Jul-Oct		Interlaken Town Statement of Revenue and Expense									
		Jul-Oct, 2024									
		2422		1330		4574		1678		2681	
		Water Revenue		Water Reserve		Transportation Reserve		Building		General	
	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	
Transfers out of Transportation Reserve Fund											
83	Transfer to General Fund for Transportation Capital Expenses	\$ -	\$ -	\$ -	\$ -	\$ (310,000)	\$ (70,000)	\$ -	\$ -	\$ -	\$ -
Transfers into Water System Capital Reserves Fund											
154	Transfer from Water Revenue Fund	\$ -	\$ -	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
154a			\$ -		\$ -		\$ -		\$ -		\$ -
Transfers out of Water System Capital Reserves Fund											
161	Transfer to Water Revenue Fund for Capital Improvements	\$ -	\$ -	\$ (90,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers into Building Fund											
177	Transfer from General Fund - Special Engineering Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers out of Building Fund											
180	Transfer to General Fund - Building Permit Application Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,800)	\$ -	\$ -
181	Transfer to Water Revenue - Water Connect Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (700)	\$ -	\$ -
182	Transfer to Transportation Reserve Fund - Road Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,000)	\$ -	\$ -
Transfers into Bond Sinking Fund											
138	Transfer from Water Revenue Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers out of Water Bond Sinking Fund											
141	Transfer to Water Revenue Fund to pay current year bond	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Transfers Between Funds		\$ 90,000	\$ (139,300)	\$ (90,000)	\$ 60,000	\$ (260,000)	\$ (37,000)	\$ -	\$ (9,500)	\$ 260,000	\$ 125,800
General Fund Expenses											
Administrative Expense											
37	Commissions, Committee, Council Mtg Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
38	Town Administrator, Clerk, & Webmaster	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (46,365)	\$ (140,000)
39	Association Memberships	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (103)	\$ (2,000)
40	Web Hosting & IT Services (WIX,GoDaddy,Zoom,Dropbox,ViaSat,Calling Post)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (753)	\$ (1,500)
40a	Town Council Equipment & Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,000)
41	Meeting Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (200)
42	Bookkeeping, Accounting, CPA Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,790)	\$ (18,000)
43	Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (105)	\$ (500)
44	Town Attorney	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (830)	\$ (10,000)
44a	Attorney fees for BHR settlement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
45a	Animal Control through Interlocal Agreement w/ Heber City	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (449)	\$ (3,000)
45b	Municipal Election Balloting & Noticing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
46	Misc. Admin. Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (52)	\$ (800)
47	Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,520)	\$ (5,000)
48	Office Supplies (postage + supplies)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (616)	\$ (1,500)
49	Building Inspector	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
51	Additional Consulting Fees (Codifiers, etc.)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,000)
51a	Federal IRS Payroll Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,043)	\$ (5,500)
51b	CARES Act - WCFD Fire Mitigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
51c	Safety and Enforcement (Wasatch County Sheriff Agreement)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (627)	\$ (10,500)
51d		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Administrative Expenses		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (62,252)	\$ (201,500)
Annual Road Maintenance Expense from General Fund											
55	Annual Road Repair & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,578)	\$ (50,000)
56	Additional Contract Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,485)	\$ (3,000)
56a	Road Signage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,233)	\$ (2,000)
57	Contract Service (Snow Removal)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (60,000)
58	Supplies - Salt, Sand, etc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,000)
Annual Fire Mitigation Expenses											
58b	Brush Removal and Fire Mitigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (14,900)	\$ (20,000)
Annual Road Capital Expenses											
59a	Capital Equipment Investment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,775)	\$ (5,000)

Jul-Oct		Interlaken Town Statement of Revenue and Expense									
		Jul-Oct, 2024									
		2422		1330		4574		1678		2681	
		Water Revenue		Water Reserve		Transportation Reserve		Building		General	
		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
60	Capital Investment in Roads	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (309,820)	\$ (150,000)
60a	DPW Expenses										
60b	DPW Site Construction - Capital Investment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,000)
60c	Annual DPW Site Maintenance Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (85)	\$ (500)
61	Total Road Maintenance, Capital Improvements, DPW Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (340,876)	\$ (298,500)
	Total General Fund Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (403,129)	\$ (500,000)
	Water Revenue Fund Expenses										
	Bond Payment										
114	Water Bond Payment, Due annually in January	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
115	Operating Expenses										
116	Payroll - Water Masters	\$ (8,042)	\$ (30,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
117	Meter Repair/Replacement, Water System Equipment, Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
118	Chemicals & Monitoring	\$ (420)	\$ (800)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
119	Telemetry System Operating Costs	\$ -	\$ (2,700)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
120	Water Share Fee, Education, etc.	\$ (44)	\$ (450)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
121	Gas Heat	\$ (110)	\$ (1,200)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
122	Electricity	\$ (3,134)	\$ (7,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123	Payroll Taxes - Water Masters - State & Federal 941	\$ (534)	\$ (4,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123a	Workman's Comp Insurance for Water Master	\$ (144)	\$ (1,200)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123b	Misc. Water Expenses	\$ (75)	\$ (1,500)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123c		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123d		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123e	Capital Investment in Water System										
123f	Purchase of Generator and Installation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123g	Pump Replacements, Telemetry System, Meter Upgrades	\$ (96,850)	\$ (20,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123h	Capital Equipment Investment - Water System	\$ -	\$ (5,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
124	Repair and Maintenance										
125	Additional Contract Services - Tank Main., Rate Studies, Consults	\$ -	\$ (4,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
126	Annual Generator Maintenance	\$ (615)	\$ (1,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
126a	General Water System Maintenance & Repair	\$ (6,577)	\$ (15,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Water Revenue Fund Expenses	\$ (116,545)	\$ (93,850)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Building Fund Expenses										
187	Refunds of Damage Deposits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,942)	\$ (8,000)	\$ -	\$ -
188	Refunds of Completion Deposits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,500)	\$ (4,000)	\$ -	\$ -
188a	Plan Review & Inspections (Town Engineer)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,679)	\$ (10,000)	\$ -	\$ -
188b	Additional Contractual Services (Town Engineer)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
188c	Plan Review by Planning Commission	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Building Fund Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (11,121)	\$ (22,000)	\$ -	\$ -
	Total Expenses (General, Water Revenue, Building)	\$ (116,545)	\$ (93,850)	\$ -	\$ -	\$ -	\$ -	\$ (11,121)	\$ (22,000)	\$ (403,129)	\$ (500,000)
	Net Change in Balance (Revenue+Transfers+Expenses)	\$ (22,677)	\$ (51,900)	\$ (89,430)	\$ 60,800	\$ (259,481)	\$ (31,200)	\$ 26,717	\$ 13,390	\$ (114,195)	\$ (114,070)
	Add: Beginning Balance	\$ 143,429	\$ 143,429	\$ 239,689	\$ 239,689	\$ 307,245	\$ 307,245	\$ 96,978	\$ 96,978	\$ 196,082	\$ 196,082
	Rounding Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Interlaken Town
 Statement of Revenue and Expense
 July through October 2024

	Jul - Oct 24	Jul - Oct 23
Ordinary Income/Expense		
Income		
Miscellaneous Revenue		
60000 · Water Revenue	2,909.00	2,150.02
60100 · Summer Water overage	0.00	212.50
60101 · Road and Transportation Revenue	221.37	765.54
60102 · 1% Sales Tax Revenue	9,804.18	9,786.03
60103 · B&C Road Tax	14,198.71	7,764.08
60104 · Transfer Fees	300.00	150.00
60105 · Late Fees	400.00	225.00
60800 · Interest Income	1,244.94	1,096.02
60801 · Municipal Fines	4,650.00	300.00
Total Miscellaneous Revenue	33,728.20	22,449.19
60200 · Building Fee		
60201 · Application Fee	2,100.00	750.00
60202 · Water connection Fee	700.00	700.00
60203 · Road Impact Fee	6,500.00	7,971.90
60200 · Building Fee - Other	500.00	8,101.23
Total 60200 · Building Fee	9,800.00	17,523.13
Total Income	43,528.20	39,972.32
Gross Profit	43,528.20	39,972.32
Expense		
70000 · Administrative Expenditures		
70104 · Bank Charges, Checks	105.16	0.00
70114 · Web Hosting & IT Service	652.52	1,687.38
70115 · Misc. Admin Expenses	51.78	673.92
70116 · Association Memberships	50.00	269.00
70103 · Accounting & Bookkeeping Fees	4,663.95	4,443.75
70100 · Animal Control	449.48	1,000.82
70120 · Insurance	4,520.40	4,166.93
70108 · Town Attorney Legal Fees	1,738.50	2,077.00
70119 · Meeting Advertising	0.00	582.76
70110 · Office Expense	615.54	305.65
70105 · Plan Review & Inspections	3,375.00	4,932.50
70117 · Road Signage	1,691.31	74.23
70125 · Safety and Enforcement Supplies	627.12	0.00
70111 · Town Clerk	39,382.50	21,007.75
70000 · Administrative Expenditures - O...	0.00	599.00
Total 70000 · Administrative Expenditures	57,923.26	41,820.69

Interlaken Town
Statement of Revenue and Expense
 July through October 2024

	Jul - Oct 24	Jul - Oct 23
Road Maintenance Expenditures		
70118 · Annual DPW Site Maintenance E...	85.41	173.36
70205 · Brush Removal and Wild fire Mid	12,500.00	26,200.00
70206 · Road Signage	541.20	0.00
71000 · Depr. Expense-Roads	314,594.67	0.00
70207 · Additional Contract Services	2,922.40	2,027.12
70201 · Annual Road Repair	2,578.37	411.68
70204 · Snow Removal	26,000.00	11,000.00
	359,222.05	39,812.16
Total Road Maintenance Expenditures		
Water System Expenditures		
70308 · Water System Maint & Repair	7,191.84	1,504.75
70309 · Misc. Water Expense	74.66	327.93
70301 · Chemicals & Monitoring	345.00	100.00
70302 · Meter Repair/Replacement	41,378.17	35,719.65
70303 · Payroll Expenses	10,894.31	9,922.20
70304 · Telemetry System	55,342.80	0.00
70305 · Utilities Gas & Electric	3,244.44	3,218.64
70306 · Water Share Fee & Education	499.00	0.00
	118,970.22	50,793.17
Total Water System Expenditures		
Total Expense	536,115.53	132,426.02
Net Ordinary Income	(492,587.33)	(92,453.70)
Net Income	(492,587.33)	(92,453.70)

Interlaken Town
Statement of Assets, Liabilities, and Fund Balance

As of October 31, 2024

	Oct 31, 24	Oct 31, 23
ASSETS		
Current Assets		
Checking/Savings		
General Fund		
10101 · 10101 - Water Rev Fund 2422	117,529.83	0.00
10000 · General Fund Checking 2681	46,155.83	62,138.65
10100 · Water Rev Fund Checking 1520	0.00	149,531.94
10200 · Building Fund 1678	123,695.18	124,140.10
Reserve Funds		
Transportation Reserve Fund		
10300 · Transp Cap Facilities Res 4574	47,764.04	233,570.68
Total Transportation Reserve Fund	47,764.04	233,570.68
Water Reserve Funds		
10400 · Water Sys Cap Facilities 1330	150,259.03	160,554.85
10500 · Water Rev Bond Sinking Fund 058	0.00	82,669.15
Total Water Reserve Funds	150,259.03	243,224.00
Total Reserve Funds	198,023.07	476,794.68
Total General Fund	485,403.91	812,605.37
Total Checking/Savings	485,403.91	812,605.37
Accounts Receivable		
20000 · Accounts Receivable	7,085.01	7,085.01
Total Accounts Receivable	7,085.01	7,085.01
Total Current Assets	492,488.92	819,690.38
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	2,548,346.58	2,548,346.58
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	1,458.33	4,583.33
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	54,473.00	54,473.00
TOTAL ASSETS	1,286,197.11	1,616,523.57

Interlaken Town
Statement of Assets, Liabilities, and Fund Balance

As of October 31, 2024

	Oct 31, 24	Oct 31, 23
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
30000 · Accounts Payable	(67.81)	1,881.15
Total Accounts Payable	(67.81)	1,881.15
Other Current Liabilities		
30100 · Road Damage Deposit	59,557.89	37,000.00
30200 · Completion Deposit (refundable)	33,521.04	29,925.15
30300 · Payroll Liabilities	(175.03)	(59.07)
Total Other Current Liabilities	92,903.90	66,866.08
Total Current Liabilities	92,836.09	68,747.23
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	97,362.43	147,747.23
Equity		
50000 · Fund Balance	1,681,422.01	1,561,230.04
Net Income	(492,587.33)	(92,453.70)
Total Equity	1,188,834.68	1,468,776.34
TOTAL LIABILITIES & EQUITY	1,286,197.11	1,616,523.57

**INTERLAKEN TOWN
WASATCH COUNTY, UTAH**

**AMENDED WATER RATE ORDINANCE
NOVEMBER 6, 2024**

ORDINANCE NO. 15

AN ORDINANCE AMENDING THE INTERLAKEN TOWN WATER
USAGE RATES

WHEREAS, Interlaken Town (the "Town") has undertaken certain improvements to acquire a culinary water system from the Interlaken Mutual Water Company and has invested in capital improvements and necessary maintenance to provide reliable water service meeting Utah State DEQ and EPA requirements for a municipal culinary water system; and

WHEREAS, the Town Council held this day a properly noticed public hearing on the issue of establishing or raising its water rates; and

WHEREAS, the Town Council has received and heard all comments on the proposed water rate increase submitted for its consideration.

NOW, THEREFORE, it is hereby ordained by the Town Council of Interlaken Town, Wasatch County, Utah, (the "Town Council") as follows:

Section 1. Water rates to be charged by the Town shall be as follows for all lots within the Town which are connected to the Interlaken Town Water System on or before January 1st, in the current fiscal year:

First 10,000 gallons per month (basic rate)	\$115.00 per month
Next 5,000 gallons	\$ 7.50 per 1000 gallons
Next 5,000 gallons	\$ 10.00 per 1000 gallons
Next 10,000 gallons	\$12.50 per 1000 gallons
Over 30,000 gallons	\$ 25.00 per 1000 gallons

Water rates to be charged by the Town shall be as follows for all lots within the Town which have been issued an active building permit on or before January 1st, in the current fiscal year:

First 10,000 gallons per month (basic rate)	\$115.00 per month
Next 5,000 gallons	\$ 7.50 per 1000 gallons
Next 5,000 gallons	\$ 10.00 per 1000 gallons
Next 10,000 gallons	\$12.50 per 1000 gallons
Over 30,000 gallons	\$ 25.00 per 1000 gallons

Water rates to be charged by the Town shall be as follows for all lots within the Town which are NOT connected to the Interlaken Town Water System and have NOT been issued an active building permit on or before January 1st, in the current fiscal year:

Base rate for undeveloped lots without a building permit \$96.00 per month

Section 2, The Town Council finds the rates listed in Section 1 of this Ordinance to be necessary and desirable, which rates are hereby found and determined to be just, reasonable and necessary charges for the use of municipal water services.

Section 3. The list of rates provided in Section 1 of this Ordinance shall remain in effect until revised from time to time by the Town Council by ordinance or by resolution.

Section 4. The water rates designated in Section 1 of this Ordinance shall become effective January 1, 2025.

Section 5. The Town Council hereby adopts the Water Conservation Plan prepared for water system of the Interlaken Mutual Water Company, pursuant to the acquisition of said system. All resolutions, or ordinances or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6. The Town Clerk is directed to complete and execute the Record of Proceedings attached hereto as Exhibit A to officially record the proceedings at which this Water Rate Ordinance was considered for adoption.

Section 7. The Town Clerk is directed to publish a copy of this ordinance in the newspaper and this ordinance shall take effect as of January 1, 2025.

APPROVED AND ADOPTED: November 6, 20249.



Mayor

ATTEST:



Town Clerk



(SEAL)

EXHIBIT A

RECORD OF PROCEEDINGS

The Town Council (the "Council") of Interlaken Town, Utah (the "Issuer"), met in public session at the regular meeting place of the Council in Interlaken, Utah, on November 6, 2024 (the "Meeting"), at the hour of 6:00 p.m., or as soon thereafter as feasible, with the following members of the Council being present:

Greg Harrigan	Mayor
Susan Marie O'Nan	Councilmember/Treasurer
Timm Dixon	Councilmember
Erin Merryweather	Councilmember

Also present:

Bartlett Smith	Town Clerk
----------------	------------

Absent: Jill Jacobson Councilmember

which constituted all the members thereof.

After the Meeting had been duly called to order and after other matters were discussed, the foregoing ordinance (the "Ordinance") was introduced in written form and fully discussed.

A motion to adopt the Ordinance was then duly made by Councilmember

Sue O'Nan
and seconded by Councilmember Erin Merryweather, and the Ordinance was put to a vote and carried, the vote being as follows:

Those voting YEA:

Greg Harrigan
Sue O'Nan
Erin Merryweather
Timm Dixon

Those voting NAY:

Those Abstaining:

Jill Jacobson - absent

Other business not pertinent to the Ordinance appears in the minutes of the Meeting. Upon the conclusion of all business on the Agenda and motion duly made and carried, the Meeting was adjourned.

CERTIFICATE OF ACTING TOWN CLERK

I, Bartlett Smith, the duly appointed and qualified Acting Town Clerk of Interlaken Town, Utah (the "Issuer"), do hereby certify that the attached Ordinance is a true, accurate and complete copy thereof as adopted by the Town Council of the Issuer at a public meeting duly held on November 6, 2024 (the "Meeting"). The persons present and the result of the vote taken at the Meeting are all as shown above. The Ordinance, with all exhibits attached, was deposited in my office on November 6, 2024 and is officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer, this November 6, 2024.



Town Clerk

(SEAL)



CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Bartlett Smith, the undersigned Town Clerk of Interlaken Town, Utah (the "Issuer"), do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4- 202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the November 6, 2024, public meeting (the "Meeting") held by the governing body of the Issuer as follows:

(a) By causing a notice, in the form attached hereto (the "Meeting Notice"), to be posted at the principal office of the Issuer at least twenty-four (24) hours prior to the convening of the Meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the Meeting; and

(b) By causing a copy of the Meeting Notice to be delivered to a newspaper of general circulation in the geographic jurisdiction of the Issuer at least twenty-four (24) hours prior to the convening of the Meeting; and

(c) By causing the Meeting Notice to be posted on the Utah Public Notice Website at least twenty-four (24) hours prior to the convening of the Meeting.

(d) By giving notice to each member of the Town Council.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this November 6, 2024.




Town Clerk

(Attach Meeting Notice including proof of posting thereof on the Utah Public Notice Website)

PROOF OF PUBLICATION



STATE OF UTAH, }
County of Wasatch, } ss.

I, Kari B McFee being first duly sworn, depose and say that I am the Business Manager of The Wasatch Wave, a weekly newspaper of general circulation, published once each week in Heber City, Utah, that the notice attached hereto and which is a

Notice -

was published in said newspaper for 1 consecutive issues, the first publication having been made on the 30 day of October, 2024, and the last on the 30 day of October, 2024, that said notice was published in the regular and entire issue of every number of the paper during the period and times of publication, and the same was published in the newspaper proper and not in any supplement. Same was also published online at utahlegals.com, according to Section 45-1-101, Utah Code Annotated, beginning on the first date of publication and for at least 30 days thereafter.

Kari B McFee

Subscribed and sworn to before me this 31 day of October, 2024.

Laurie Wynne
Notary Public

My commission expires 8-25-28.

PUBLIC NOTICE
Interlaken Town will hold a Public Hearing on a proposed Water Rate Increase and a Fiscal Year 2025 Town Budget Amendment on November 6, 2024 at 6:00 p.m. at 347 L. Ozern Rd. Midway. The meeting will be accessible remotely. For more information contact the Town Clerk at (435) 565-3812 or interlakenclerk@gmail.com.
Bart Smith
Interlaken Town Clerk
Published in The Wasatch Wave October 30, 2024.



Interlaken Town



FY2025 Budget Report

November 06, 2024

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**Interlaken Town Council FY2025 Budget Public Hearing
Wednesday, 06 November 2024, 6:30 PM**

FY2025 Budget Report

Prepared by Bart Smith, Interlaken Town Administrator

Report Overview

The attached revenue and expenses report in Appendix A summarizes the town’s revenue and spending from the start of this fiscal year (7/1/24) through last month (9/30/24). Since the completion of this 1st QTR, the town has had additional expenditures that were not anticipated. Considering these developments, I recommend that the town revisit the FY2025 Budget adopted on 5/29/24 to adjust our projected spending levels and consider additional revenue sources for this year and going forward.

The town’s 2 main revenue sources are the annual water billing (\$173,000 Budgeted for FY2025) and Wasatch County Tax Revenue (\$200,000 Budgeted for FY2025). This report will itemize our current expenditures on our roads and the water system and provide information helpful in deciding adjustments to these 2 revenue sources and projected expenditures for FY2025 and going forward into FY2026.

To start, I’ll review the major projects that were completed this fall for the lower St. Moritz water line break and replacement and the Eckles road replacement project for Interlaken Dr., lower St. Moritz Rd, and Luzern Rd.

St. Moritz Water Line Breaks – 9/8/24 & 9/15/23

We had 2 water line breaks in September on lower St. Moritz, on 9/08/24 and 9/15/24. Fortunately, we were able to make repairs quickly to avert a long shut down. That 8” line supplies all of Interlaken Dr., Luzern Rd., and Edelweiss. Cost for these 2 repairs was \$5,866.64. See the attached invoice in Appendix B.

Water flowing down St. Moritz – 9/8/24



St. Moritz Water line break – 9/15/24



St. Moritz Water Line Replacement – 9/19/24

After examining the failed section of pipe from the 9/8/24 break, it became clear that this entire section of this water line was vulnerable to corrosion and failure. The corrosion began at the pipe's exterior, possibly from improper bedding (rock instead of sand), rough handling, or a corrosive soil environment. The town council met on 9/10/24 and approved an emergency expenditure of \$75K for replacement of the St. Moritz 8" line from Jungfrau Hill Rd. to Interlaken Drive. This estimate was based on a bid from Becker Excavation (Appendix B). The second line break on 9/15/24 verified the corroded condition of the pipe.

Corroded pipe section from 9/8/24 line break - Bottom of pipe



Corroded pipe section from 9/15/24 line break - Top of pipe



The work to replace the entire section of pipe along lower St. Moritz began on 9/19/24, starting with the section of pipe below the pressure reduction valve (PRV), connecting to Interlaken Dr. The exposed pipe from this section also showed signs of corrosion.



The work was completed on 9/27/24, with a final connection to the 12" main line at the Jungfrau-St. Moritz intersection above the PRV. Fortunately, the connecting collar was in good shape.



There were several issues along the way, including unexpected pipeline alignments and corroded joints that delayed progress.



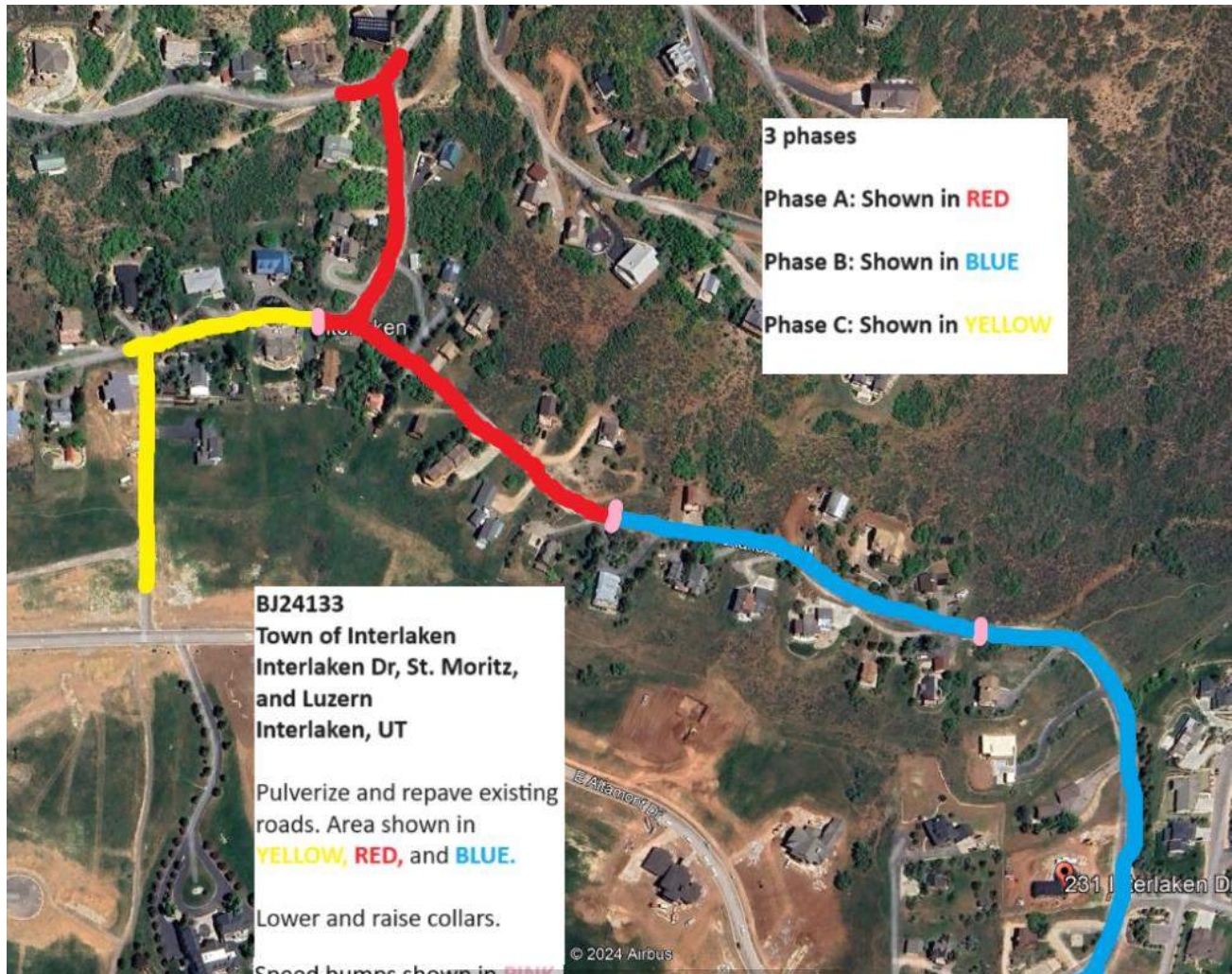


The total cost of the project was \$87,419 (see attached invoices in Appendix B). The increase over the bid price from Becker Excavation included additional excavation work done on Luzern Rd (\$6,744) to address softness in the road base that had to be addressed prior to paving, the widening of the St. Moritz water line ditch in order to realign the new pipe, and additional labor required to deal with corroded joints.

In summary, this turned out to be a bit of a hardship for the town. Some residents went without water for 5 days. I don't know how we could have anticipated the challenges that were only apparent with the pipe exposed. Clearly, a more planned approach towards pipe replacement would be preferable in the future, as well as a better understanding of the condition of our lines with respect to corrosion and potential failure.

Interlaken Dr. – St. Moritz – Luzern Rd. Asphalt Replacement

Interlaken’s planned road replacement project with Eckles began on 9/19/24 with milling and was completed on 9/30/24. The schedule was delayed in part due to rain, but also due to the ongoing St. Moritz water line replacement work.



The original bid for this project was \$275,533 (see Appendix C). This bid did not include replacement of a section of Luzern Rd. that sits within the Reserves. The final invoice, \$307,130 (see Appendix C), includes this replacement cost of \$15,550 for The Reserves section (this is approximate, waiting to evaluate actual square footage). The Reserves will pay this back to the town. The original bid also did not include the cost of 3 speed bumps (\$990 total) and replacement of 12 sewer manhole cover frames (\$5,940) for which Interlaken will be reimbursed from Midway Sanitation District. All added together, with the original bid, the project cost would be \$297,023. The additional \$10K on the final bill was attributed to an increase in the total square footage of the project – 87,939 ft² compared to the original estimate of 80,706 ft². Additional surface area was added in critical sections, like the St. Moritz-Interlaken Dr. intersection.

The net cost to the town for the road replacement project includes deductions for the BHR and The Reserves contributions to replacement of the shared section of Interlaken Dr. Taking this into account, as well as the costs attributed to The Reserves and MSD described above is \$271,395. You can see the worksheet showing the contributions from Burgi Hill Ranches, The Reserves, and Midway Sanitation District in Appendix D.

Jungfrau Hill Rd. and Additional Shoulder Work

The town identified the southern shoulder area of Jungfrau just east of St. Moritz as needing repair. This work was completed on 8/16/24 by Becker Excavation, at a cost of \$2470, and included digging out loose material and replacing it with cobble rock to level the shoulder with the asphalt surface. Refer to Appendix C for this invoice. This improvement will help maintain the integrity of the asphalt edge as well as provide drainage to divert water from the asphalt surface. There are other areas of town that will require this treatment in the future. One immediate issue to address is the impact of the new asphalt replacement on shoulder maintenance on Interlaken Dr., Luzern Rd. and lower St. Moritz. In many areas, the asphalt edge sits above the existing shoulder by 3”- 4”, compromising the edge of that surface.

Jungfrau -Downhill view looking east



Jungfrau - Uphill view looking west



Future Capital Improvements and Maintenance Expenses

As we look forward and anticipate future expenditures on our roads and water system, we need to address budget concerns, as well as getting more information about our systems, their expected lifetime and replacement costs. The basis for any discussion of our future must include consideration of our road and water system reserve account balances, as well as revenue sources for these 2 funds.

Water System Repairs & Improvements

The town faces considerable uncertainty about the integrity of our underground water lines. While installing a new meter at 329 Bern Way, Derek Becker discovered the same type of corrosion as in the main service line as was seen in the St. Moritz line.

Corrosion on top of main service line – 329 Bern Way



We have a pretty good idea of the cause of the line breaks on lower St. Moritz. The two contributing factors were the corrosion found on the pipe exterior and the high pressure exerted on that section of pipe – 200 psi. One could be hopeful and think that since this high pressure is unique to that section of pipe, other lines in town, even if corroded, might continue to function for some time. It should be noted that ductile pipe exists throughout the Heber Valley and is still functioning after 90 years in the ground. The high pressure in the St. Moritz line comes from the very large head of our water tank – located above town in the park. The water travels downhill from the tank in a 12” line that T’s off to the 8” St. Moritz line at the intersection of St. Moritz and Jungfrau. It then flows down the newly replaced 8” St. Moritz line to a pressure reduction valve, located in a vault about 2/3 of the way down. The PRV reduces pressure to about 100 psi and delivers the water to another T at the intersection with Interaken Dr., sending water to Interlaken Dr., Luzern, and Edelweiss. The section of pipe above the PRV with the higher pressure is where the 2 line breaks occurred.

It is unusual that our system has a single PRV – this is how the system was originally built and it stayed that way even with the 2003 water system project that replaced the 4” lines throughout town with larger lines and built out a larger tank in the state park. No one I queried can tell me why we need such high pressure throughout the system when we are delivering water to homes at 60 psi or so. A second PRV or even third PRV would give us better control over pressure, and perhaps add some life to our ductile piping.

There's an old adage – “Beware false of hope...” and I think we need to get ahead of our vulnerability with regard to the water system. I've spoken with Matt Laurendeau from Jones-DeMille Engineers – our new town engineering firm about our situation. He recommends we consider developing a Water System Model and Master Plan.

This plan could include some or all the following tasks:

- Analytical Water System Model – uses the elements of our system to calculate pressures in various zones, system flow, and other information
- Water System Master Plan – takes the model data and creates a plan for additional PRVs, pipe replacement, and source capacity
- Soil Chemistry Test – a Geotech report that samples soil throughout the water system with regard to corrosion
- Impact Fee Analysis – develops a replacement timeframe for areas most susceptible to corrosion
- Grant Research – assists the town in grant applications related to future replacements and upgrades
- GIS survey – creates a map of the system's service lines. It could also include lot lines, terrain, water zones, putting everything together on a digital map. This would also require an annual subscription fee of around \$700.

A ballpark estimate for all these tasks would be in the \$30K-\$40K range.

Water System Reserves and Funding

The St. Moritz water line repair and replacement costs came to just over \$93K. Additional water system expenditures will probably bring total expenses to around \$100K. Of that \$100K, about \$41K has already been paid out of the Water Revenue account, leaving around \$59K left to be paid. The current Water Reserves balance is at \$240K. With no adjustments to the revenue side of the current FY25 budget, increasing Line 123g: Capital Investment from our current \$20K to \$100K, would require an \$80K withdrawal from Reserves, ending in an end of year balance in Water System Reserves of around \$160K.

To address this reduction in Water System Reserves I suggest we consider increasing our base water rate for all lots in Interlaken. One approach would be to pass a rate increase effective 1/1/25. Since we bill for water usage over a fiscal year, the first 6 months of FY25 would be billed at the current rate. The second 6 months would be billed at the higher rate. This means the impact of the rate increase would be spread over 2 years, not all at once. For FY2026, the entire year would be billed at the new rate.

For example, if we wanted to increase water revenue by 42% over a 2-year period, that would translate into an average increase as follows. Note that 42% rate increase translates to 21% increase over the current rate for FY2025 because it only applies to the 2nd 6 months of the fiscal year. Such a rate increase results in a \$36K increase for FY2025, and a \$72K increase for FY2026. Note – I chose the 42% increase because it translates to roughly dollar values for the monthly rates and I think imposes a reasonable burden on customers for the 2 year period.

Base Fee Category	FY2025	FY2025	FY2026
	Current Budget Rates	42% Rate Increase over current for 6 months	42% Rate Increase over current for 12 months
Connected Lots Monthly	\$ 81	\$ 98	\$ 115
Connected Lots Annual	\$ 972	\$ 1,176	\$ 1,380
Empty Lots Monthly	\$ 68	\$ 82	\$ 96
Empty Lots Annual	\$ 816	\$ 984	\$ 1,152
Total Connected	\$ 144,828	\$ 175,224	\$ 205,620
Total Empty	\$ 28,560	\$ 34,440	\$ 40,320
Total Base Fee Revenue	\$ 173,388	\$ 209,664	\$ 245,940

Road System Repairs and Improvements

Unlike our water system, we see and drive over our roads daily. Now we're acquainted with the costs of replacement. This year's project replaced about 88,000 ft² of roadway for a cost of \$275K, about \$3.12 per ft², not including manhole and valve covers or a shared contribution from BHR and The Reserves. The town's total road surface is about 403,000 ft². Using those same numbers, to replace the remaining 315,000 ft² of Interlaken Road surface would pencil out to about \$982,800 – and that is at today's prices. At an investment of \$98K annually, it would take us 10 years to complete full replacement. We expect a 20-year life span from our newly replaced roadways, so with that schedule in mind, we could consider ourselves in good shape for an additional 10 years, keeping in mind we'd need annual maintenance in shoulder work, surface treatment (slurry coating) and other individual patching tasks.

Road System Reserves and Funding

The main revenue source for our roads is passed through the General fund, via Wasatch County taxes. The impact on our road reserves this fiscal year has been quite large. The real cost of the Eckles roadwork and the shoulder work, after outside entity contributions will be about \$275K, including the remaining striping work. Our current Transportation Reserves balance is \$357,682. After payment of the outstanding invoice, the Road Reserves would be reduced to about \$150K with the current budget. Unlike our Water System Revenue, a Wasatch County tax increase could only be achieved in the next fiscal year FY2026. I recommend we look at a tax increase for FY2026 to address the shortage of reserve funds. We may also look for funding through grants – a topic worth discussing with Jones-DeMille and MAG. Jones-DeMille may also perform a Review & Replacement plan to help us with planning our reserves.

FY2025 Budget Amendment Proposal

As mentioned earlier, the St. Moritz water line breaks had a large, unplanned impact on the town's budgeted expenses for FY2025. The \$90K expenditure is already in our books – “water under the bridge” you might say. If we add this expense to this year's current budget and make adjustments to the transfers between funds in order to maintain workable cash flow, the [Revised](#) column shows what the year end balances look like compared to the budget [Adopted on 5/29/24](#). In the revised budget, there are no additional water rate increases or Wasatch County tax rate increases. We're just adapting the adopted budget to the additional expenses of the St. Moritz water line break and the Eckles road replacement project.

Account Year-End Balances		
Fund Name	FY2025 Budget 7/1/24-6/30/25 Adopted 5/29/24	FY2025 Budget 7/1/24-6/30/25 Revised Rev- Expenses Oct 2024
	Adopted	Revised
General Fund (checking) *2681	\$ 82,012	\$ 82,712
Transportation Reserve Fund (savings) *4574	\$ 276,045	\$ 216,545
Water Revenue Fund (checking) *1520	\$ 91,529	\$ 91,529
Water Bond Sinking Fund (money market) *1058	\$ -	\$ -
Water Reserve Fund (savings) *1330	\$ 300,489	\$ 235,489
Building Fund (checking) *1678	\$ 110,368	\$ 110,368
Total of Ending Balances	\$ 860,443	\$ 736,643

The drop in both reserve accounts is expected due to increased expenses. Note that this Revised budget does NOT include any additional investment in our water system this fiscal year 2025. As I suggested earlier, I think it would be wise to develop a Water System Model to help us plan for future expenditures, line replacements, and get a better idea of the status of our water system. If we increase our water rates, beginning 1/1/25, as I suggested above (+42%) that additional revenue would cover the cost of that Water System Model. Again, the effective rate increase for FY2025 would only be +21% because it would apply only to the second 6 months of this fiscal year 2025. With the water rate increase and adding the cost of the Water System Model, the budget would like this, under the Proposed – Rate Increase column.

Account Year-End Balances			
Fund Name	FY2025 Budget 7/1/24-6/30/25 Adopted 5/29/24	FY2025 Budget 7/1/24-6/30/25 Revised Rev- Expenses Oct 2024	FY2025 Budget 7/1/24-6/30/25 Proposed Amended Oct 2024
	Adopted	Revised	Rate Increase
General Fund (checking) *2681	\$ 82,012	\$ 82,712	\$ 82,712
Transportation Reserve Fund (savings) *4574	\$ 276,045	\$ 216,545	\$ 231,545
Water Revenue Fund (checking) *1520	\$ 91,529	\$ 91,529	\$ 91,529
Water Bond Sinking Fund (money market) *1058	\$ -	\$ -	\$ -
Water Reserve Fund (savings) *1330	\$ 300,489	\$ 235,489	\$ 220,489
Building Fund (checking) *1678	\$ 110,368	\$ 110,368	\$ 110,368
Total of Ending Balances	\$ 860,443	\$ 736,643	\$ 736,643

Note that the General Fund and Water Revenue Fund year end balances remain consistent for all 3 of these variants. The Rate Increase budget provides the additional revenue for the Water System Model without affecting the total balance of all the funds. This Rate Increase budget is the one I recommend as an amendment to the adopted 5/29/24 budget.

Report Summary

I'm hoping I conveyed my concerns about the status of our road and water system reserve funds and uncertainties about future road and water system expenditures. We were hit hard this year in both regards, but I feel that we can continue to invest in our infrastructure while addressing our long-term goals. We can be hopeful with regard to these uncertainties, especially with our water system, and also dream about potential grants. But in practice I recommend we fall back on a more predictable approach, generating additional revenue to address these concerns as well as investing in long term planning.

My goal is to provide information and context for a discussion about our FY2025 Budget. Nothing presented here should be considered cast in stone, but rather, a vehicle to promote discussion.

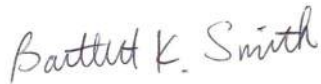
In conclusion, I'd like to recommend the following amendments to the FY2025 Budget:

- Increase our water rates, effective 1/1/25 from \$81 to \$115 monthly for connected homes and \$68 to \$96 monthly for empty lots. This would result in the following effective annual base rates.

Service Type	FY2025 (Current)	FY2025 (w/Increase)	FY2026 (w/2025 Increase)
Connected Lots	\$972	\$1,176	\$1,380
Empty Lots	\$816	\$984	\$1,152

- Invest in a Water System Model to address our future planning and budget uncertainties with our Water System. Cost estimate for such a model is in the \$30K - \$40K range.
- Investigate road studies to address future repair and replacement costs and reserve balances.
- Continue to work on grant possibilities for roads and our water system.

Thanks for your support and commitment to Interlaken Town,



Bart Smith, Interlaken Town Administrator, October 30, 2024

Appendix A1

Jul-Sep		Interlaken Town Statement of Revenue and Expense									
		Jul-Sep, 2024									
		2422		1330		4574		1678		2681	
		Water Revenue		Water Reserve		Transportation Reserve		Building		General	
	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	
Revenue - All Accounts											
5	Annual Wasatch County Tax Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,932	\$ 200,000
6	Prior Year Assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Late Fees - Assessments (all years)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	1% State Sales Tax (estimate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,409	\$ 34,000
all	Interest Income	\$ 50	\$ 200	\$ 455	\$ 800	\$ 437	\$ 800	\$ 30	\$ 150	\$ 41	\$ 130
12	New Owner Transfer Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	B&C Road Tax (estimate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,780	\$ 26,000
14	Building App & Inspection Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Interlaken Drive RMA with BHR Agreement (20%)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15a	CARES Act Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15b	Additional Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15c	Miscellaneous Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15d	Fines for Municipal Code Violations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650	\$ -
73a	Revenue from RMA Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -
73b	Revenue from Federal & State Transportation System Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
92	Annual Water Utility Base Fees	\$ 1,637	\$ 173,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95	Metered Water Overages	\$ -	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95a	Water Connect Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95b	Water Billing Late Fees	\$ 400	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95c	New Owner Transfer Fees	\$ 150	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95d		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95e		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
150	Revenue from Federal & State Water System Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
169	Building Permit Application Fees (varies with application)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ 1,800	\$ -	\$ -
170	Water Connect Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700	\$ -	\$ -
171	Road Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000	\$ -	\$ -
172	Damage Deposits - Refundable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ 8,000	\$ -	\$ -
173	Completion Deposits - Refundable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000	\$ -	\$ -
173a	Plan Review & Inspections (Town Engineer)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250	\$ 19,000	\$ -	\$ -
173b	Variance Application Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240	\$ -	\$ -
Total Revenue		\$ 2,237	\$ 181,250	\$ 455	\$ 800	\$ 437	\$ 5,800	\$ 4,880	\$ 44,890	\$ 17,812	\$ 260,130
Transfers into General Fund											
19	Transfer from Building Fund (Application Fees for admin costs)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800
20	Transfer from Water Revenue Fund (50% of admin. expenses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000
21	Transfer from Transportation Reserve Fund for Capital expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,000
Transfers out of General Fund											
28	Transfer to Transportation Reserve of B&C Road Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (26,000)
29	Transfer to Transportation Reserve Capital Improvements	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ (50,000)	\$ -
30	Transfer to Building Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers into Water Revenue Fund (Checking)											
100	Transfer from Building Fund (Water Connect Fees)	\$ -	\$ 700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
101	Transfer from Bond Sinking Fund for current year Water Bond payment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
102	Transfer from Water Reserve Fund for Capital Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers out of Water Revenue Fund											
105	Transfer to Water System Reserve Capital Fund	\$ -	\$ (60,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106	Transfer to General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
107	Transfer to Bond Sinking Fund for Next Year's Bond Payment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
108	Transfer to Water System Capital Facilities Replacement Reserve Acct	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
109	Transfer to General Fund for 50% of Administrative expenses	\$ -	\$ (80,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers into Transportation Reserve Fund											
77	Transfer from General B&C Road Tax to Transportation Reserve Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,000	\$ -	\$ -	\$ -	\$ -
78	Transfer to Transportation Reserve Fund for Capital Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
80	Transfer from Building Fund of Road Impact Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000	\$ -	\$ -	\$ -	\$ -

Jul-Sep		Interlaken Town Statement of Revenue and Expense									
		Jul-Sep, 2024									
		2422		1330		4574		1678		2681	
		Water Revenue		Water Reserve		Transportation Reserve		Building		General	
		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
Transfers out of Transportation Reserve Fund											
83	Transfer to General Fund for Transportation Capital Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (70,000)	\$ -	\$ -	\$ -	\$ -
Transfers into Water System Capital Reserves Fund											
154	Transfer from Water Revenue Fund	\$ -	\$ -	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
154a			\$ -		\$ -		\$ -		\$ -		\$ -
Transfers out of Water System Capital Reserves Fund											
161	Transfer to Water Revenue Fund for Capital Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers into Building Fund											
177	Transfer from General Fund - Special Engineering Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers out of Building Fund											
180	Transfer to General Fund - Building Permit Application Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,800)	\$ -	\$ -
181	Transfer to Water Revenue - Water Connect Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (700)	\$ -	\$ -
182	Transfer to Transportation Reserve Fund - Road Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,000)	\$ -	\$ -
Transfers into Bond Sinking Fund											
138	Transfer from Water Revenue Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers out of Water Bond Sinking Fund											
141	Transfer to Water Revenue Fund to pay current year bond	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Transfers Between Funds		\$ -	\$ (139,300)	\$ -	\$ 60,000	\$ 50,000	\$ (37,000)	\$ -	\$ (9,500)	\$ (50,000)	\$ 125,800
General Fund Expenses											
Administrative Expense											
37	Commissions, Committee, Council Mtg Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
38	Town Administrator, Clerk, & Webmaster	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (38,351)	\$ (140,000)
39	Association Memberships	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (103)	\$ (2,000)
40	Web Hosting & IT Services (WIX,GoDaddy,Zoom,Dropbox,ViaSat,Calling Post)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (654)	\$ (1,500)
40a	Town Council Equipment & Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,000)
41	Meeting Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (200)
42	Bookkeeping, Accounting, CPA Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,607)	\$ (18,000)
43	Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (105)	\$ (500)
44	Town Attorney	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (830)	\$ (10,000)
44a	Attorney fees for BHR settlement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
45a	Animal Control through Interlocal Agreement w/ Heber City	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (449)	\$ (3,000)
45b	Municipal Election Balloting & Noticing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
46	Misc. Admin. Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (800)
47	Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,520)	\$ (5,000)
48	Office Supplies (postage + supplies)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (606)	\$ (1,500)
49	Building Inspector	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
51	Additional Consulting Fees (Codifiers, etc.)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,000)
51a	Federal IRS Payroll Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,521)	\$ (5,500)
51b	CARES Act - WCFD Fire Mitigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
51c	Safety and Enforcement (Wasatch County Sheriff Agreement)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (627)	\$ (10,500)
51d		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Administrative Expenses		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (52,374)	\$ (201,500)
Annual Road Maintenance Expense from General Fund											
55	Annual Road Repair & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,470)	\$ (50,000)
56	Additional Contract Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,006)	\$ (3,000)
56a	Road Signage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (858)	\$ (2,000)
57	Contract Service (Snow Removal)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (60,000)
58	Supplies - Salt, Sand, etc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,000)
58a	Annual Fire Mitigation Expenses										
58b	Brush Removal and Fire Mitigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (14,900)	\$ (20,000)
59	Annual Road Capital Expenses										
59a	Capital Equipment Investment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,775)	\$ (5,000)

Jul-Sep		Interlaken Town Statement of Revenue and Expense									
		Jul-Sep, 2024									
		2422		1330		4574		1678		2681	
		Water Revenue		Water Reserve		Transportation Reserve		Building		General	
	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	
60	Capital Investment in Roads										
60a	DPW Expenses										
60b	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,690)	\$ (150,000)
60c	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (85)	\$ (500)
61	Total Road Maintenance, Capital Improvements, DPW Expenses										
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (31,784)	\$ (298,500)
	Total General Fund Expenses										
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (84,158)	\$ (500,000)
	Water Revenue Fund Expenses										
	Bond Payment										
114	Water Bond Payment, Due annually in January										
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
115	Operating Expenses										
116	\$ (5,962)	\$ (30,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
117	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
118	\$ (75)	\$ (800)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
119	\$ -	\$ (2,700)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
120	\$ (44)	\$ (450)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
121	\$ (84)	\$ (1,200)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
122	\$ (2,368)	\$ (7,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123	\$ (267)	\$ (4,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123a	\$ (20)	\$ (1,200)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123b	\$ (36)	\$ (1,500)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123c	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123d	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123e	Capital Investment in Water System										
123f	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123g	\$ (42,195)	\$ (20,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123h	\$ -	\$ (5,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
124	Repair and Maintenance										
125	\$ -	\$ (4,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
126	\$ (615)	\$ (1,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
126a	\$ (6,577)	\$ (15,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Water Revenue Fund Expenses										
	\$ (58,243)	\$ (93,850)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Building Fund Expenses										
187	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,942)	\$ (8,000)	\$ -	\$ -	\$ -
188	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,500)	\$ (4,000)	\$ -	\$ -	\$ -
188a	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,592)	\$ (10,000)	\$ -	\$ -	\$ -
188b	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
188c	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Building Fund Expenses										
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (9,034)	\$ (22,000)	\$ -	\$ -	\$ -
	Total Expenses (General, Water Revenue, Building)										
	\$ (58,243)	\$ (93,850)	\$ -	\$ -	\$ -	\$ -	\$ (9,034)	\$ (22,000)	\$ (84,158)	\$ (500,000)	\$ -
	Net Change in Balance (Revenue+Transfers+Expenses)										
	\$ (56,006)	\$ (51,900)	\$ 455	\$ 60,800	\$ 50,437	\$ (31,200)	\$ (4,154)	\$ 13,390	\$ (116,346)	\$ (114,070)	\$ -
	Add: Beginning Balance	\$ 143,429	\$ 143,429	\$ 239,689	\$ 239,689	\$ 307,245	\$ 307,245	\$ 96,978	\$ 96,978	\$ 196,082	\$ 196,082
	Rounding Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Becker Excavation & Utilities

310 PO Box
Midway, UT 84049
+1 4355037496
beckerexcavationandutilities@gmail.com

INVOICE

BILL TO
Interlaken Town
PO Box 1256
Midway, Utah 84049

INVOICE 5029
DATE 09/17/2024
TERMS Due on receipt
DUE DATE 09/17/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		St Moritz 8" Water line Repair (after hours repair) 09.08.2024			
	Equipment	Excavator (1ea) Truck (1ea)	1	1,728.00	1,728.00
	Labor	Laborer (1ea)	1	630.00	630.00
	Sand	Sand bedding for back fill (to fill void under pipe from erosion)	1	225.00	225.00
	Road Base	Road Base for back fill (to add to hole made from erosion)	1	225.00	225.00
	Materials	8" PVC pipe 2ea- MJ Sleeves 4ea- MJ Gland paks 2ea- Granular Chlorine	1	1,978.84	1,978.84
		St. Moritz 8" Water line repair 09.16.2024			
	Equipment	Excavator (1ea) Truck (1ea)	1	1,080.00	1,080.00
		Note: Interlaken town provided repair sleeve after determining only 1ea- 2" hole was in damaged section.			

SUBTOTAL	5,866.84
TAX	0.00
TOTAL	5,866.84
<hr/>	
BALANCE DUE	\$5,866.84



Becker Excavation & Utilities

310 PO Box

Midway, UT 84049

+1 4355037496

beckerexcavationandutilities@gmail.com

Estimate 4911

ADDRESS	DATE	TOTAL
Interlaken Town	09/11/2024	\$72,937.52
PO Box 1256		
Midway, Utah 84049		

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		St Moritz 8" water line R+R St Moritz "North"			
	Equipment	Excavator, Track Loader, Crew Truck	1	8,640.00	8,640.00
	Labor	Labor -crew	1	3,888.00	3,888.00
	Sand	Sand bedding and shading (back fill with native dirt)	1	3,000.00	3,000.00
	Materials	Tie to existing (no hot tap) (no valves) tie to existing 12" x 8" tee/valve and existing PRV outside of vault	1	1,500.00	1,500.00

Appendix B3

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Materials	8" C900 DR14 300psi rated 380LF Pipe-bell metal restraints 22.5 fitting with restraints 45 fitting with restraints Plastic wrap, grease SERVICE- Tapping saddle, corp stop, compression adapters.	1	26,896.16	26,896.16
	Concrete Saw Cut	Saw cut intersection	1	540.00	540.00
	Haul Off	Haul off asphalt from intersection	1	540.00	540.00
					Subtotal: 45,004.16
		St Moritz "South"			
	Equipment	Excavator, Track Loader, Crew Truck	1	8,640.00	8,640.00
	Labor	Labor	1	3,888.00	3,888.00
	Sand	Sand bedding and shading (back fill with native dirt)	1	1,800.00	1,800.00
	Materials	Tie to existing (no hot tap) (no valves) tie to existing 8" tee/valve and existing PRV outside of vault	1	1,500.00	1,500.00
	Materials	8" C900 DR14 300psi rated 380LF Pipe-bell metal restraints 22.5 fitting with restraints 45 fitting with restraints plastic wrap, grease SERVICE- Tapping saddle, corp stop, compression adapters.	1	11,025.36	11,025.36
	Concrete Saw Cut	Saw cut intersection	1	540.00	540.00
	Haul Off	Haul off asphalt from intersection	1	540.00	540.00
					Subtotal: 27,933.36

SUBTOTAL 72,937.52

TAX 0.00

TOTAL **\$72,937.52**

THANK YOU.

Accepted By

Accepted Date

Becker Excavation & Utilities

310 PO Box
 Midway, UT 84049
 +1 4355037496
 beckerexcavationandutilities@gmail.com

INVOICE

BILL TO
 Interlaken Town
 PO Box 1256
 Midway, Utah 84049

INVOICE 5030
 DATE 09/23/2024
 TERMS Due on receipt
 DUE DATE 09/23/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		St Moritz 8" water line R+R			
		St Moritz "North"			
	Equipment	Excavator, Track Loader, Crew Truck	0.50	8,640.00	4,320.00
	Labor	Labor -crew	0.50	3,888.00	1,944.00
	Sand	Sand bedding and shading (back fill with native dirt)	0.50	3,000.00	1,500.00
	Materials	Tie to existing (no hot tap) (no valves) tie to existing 12" x 8" tee/valve and existing PRV outside of vault	0.50	1,500.00	750.00
	Materials	8" C900 DR14 300psi rated 380LF Pipe-bell metal restraints 22.5 fitting with restraints 45 fitting with restraints Plastic wrap, grease SERVICE- Tapping saddle, corp stop, compression adapters.	0.50	26,896.16	13,448.08
					Subtotal: 21,962.08
		St Moritz "South"			
	Equipment	Excavator, Track Loader, Crew Truck	0.50	8,640.00	4,320.00

Appendix B6

Labor	Labor	0.50	3,888.00	1,944.00
Sand	Sand bedding and shading (back fill with native dirt)	0.50	1,800.00	900.00
Materials	Tie to existing (no hot tap) (no valves) tie to existing 8" tee/valve and existing PRV outside of vault	0.50	1,500.00	750.00
Materials	8" C900 DR14 300psi rated 380LF Pipe-bell metal restraints 22.5 fitting with restraints 45 fitting with restraints plastic wrap, grease SERVICE- Tapping saddle, corp stop, compression adapters.	0.50	11,025.36	5,512.68

Subtotal: 13,426.68

Check, Bank transfer
Credit card add 3% to total invoice

SUBTOTAL	35,388.76
TAX	0.00
TOTAL	35,388.76

BALANCE DUE **\$35,388.76**

Becker Excavation & Utilities

310 PO Box
 Midway, UT 84049
 +1 4355037496
 beckerexcavationandutilities@gmail.com

INVOICE

BILL TO
 Interlaken Town
 PO Box 1256
 Midway, Utah 84049

INVOICE 5034
 DATE 10/07/2024
 TERMS Due on receipt
 DUE DATE 10/07/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		St Moritz 8" water line R+R			
		St Moritz "North"			
	Equipment	Excavator, Track Loader, Crew Truck	0.50	8,640.00	4,320.00
	Labor	Labor -crew	0.50	3,888.00	1,944.00
	Sand	Sand bedding and shading (back fill with native dirt)	0.50	3,000.00	1,500.00
	Materials	Tie to existing (no hot tap) (no valves) tie to existing 12" x 8" tee/valve and existing PRV outside of vault	0.50	1,500.00	750.00
	Materials	8" C900 DR14 300psi rated 380LF Pipe-bell metal restraints 22.5 fitting with restraints 45 fitting with restraints Plastic wrap, grease SERVICE- Tapping saddle, corp stop, compression adapters.	0.50	26,896.16	13,448.08
					Subtotal: 21,962.08
		St Moritz "South"			
	Equipment	Excavator, Track Loader, Crew Truck	0.50	8,640.00	4,320.00

Appendix B8

Labor	Labor	0.50	3,888.00	1,944.00
Sand	Sand bedding and shading (back fill with native dirt)	0.50	1,800.00	900.00
Materials	Tie to existing (no hot tap) (no valves) tie to existing 8" tee/valve and existing PRV outside of vault	0.50	1,500.00	750.00
Materials	8" C900 DR14 300psi rated 380LF Pipe-bell metal restraints 22.5 fitting with restraints 45 fitting with restraints plastic wrap, grease SERVICE- Tapping saddle, corp stop, compression adapters.	0.50	11,025.36	5,512.68
				Subtotal: 13,426.68
Extra to original estimate				
Materials	2ea. - Traffic plates w/lifting eye	1	629.23	629.23
Materials	Extra Materials needed @ St. Moritz and Jung Frau Hill Intersection (Actual existing pipe was not to interlaken water plan) added a concrete kicker at 45 degree fitting.	1	1,492.38	1,492.38
Labor	Additional time for labor (alignment and tie to existing pipe in st moritz and jung frau hill.	1	912.00	912.00
Equipment	Additional time Due to alignment of existing ductile iron pipe. Trench needed to be widened and new water line aligning with township water plan. 12" water line needed to be shut down due to	1	2,496.00	2,496.00

corroded pipe all the way to the 12" x 8" tee. New MJ mega lug was installed. With delays brought in extra machine for back fill on st moritz north.

Haul Off	Trucking + Fees, Dirt haul Off (material generated from excavation and displacment from adding sand bedding and shading. + Dirt generated from over ex'ing interlaken, luzern intersections	1	1,872.00	1,872.00
Equipment	Excavator Track Loader Crew truck Old Ductile iron pipe haul off and dispose.+ equipment for dirt haul off	1	2,496.00	2,496.00
Equipment	Excavator Track Loader Crew truck Excavate 18" depth @ interlaken + luzern intersections. Paving Company found sub grade with excess moisture. Imported road base to back fill and compact.	1	3,744.00	3,744.00
Road Base	5 loads of road base imported Interlaken + Luzern intersection repair	1	3,000.00	3,000.00

Check,
ACH transfer add 1%,
Credit card add 3% to total invoice.

SUBTOTAL	52,030.37
TAX	0.00
TOTAL	52,030.37

BALANCE DUE	\$52,030.37
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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
TOTAL			\$	275,532.70

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

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

Greg HARRIGAN

Buyer/Agent

Signature



Date

8/25/24

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.

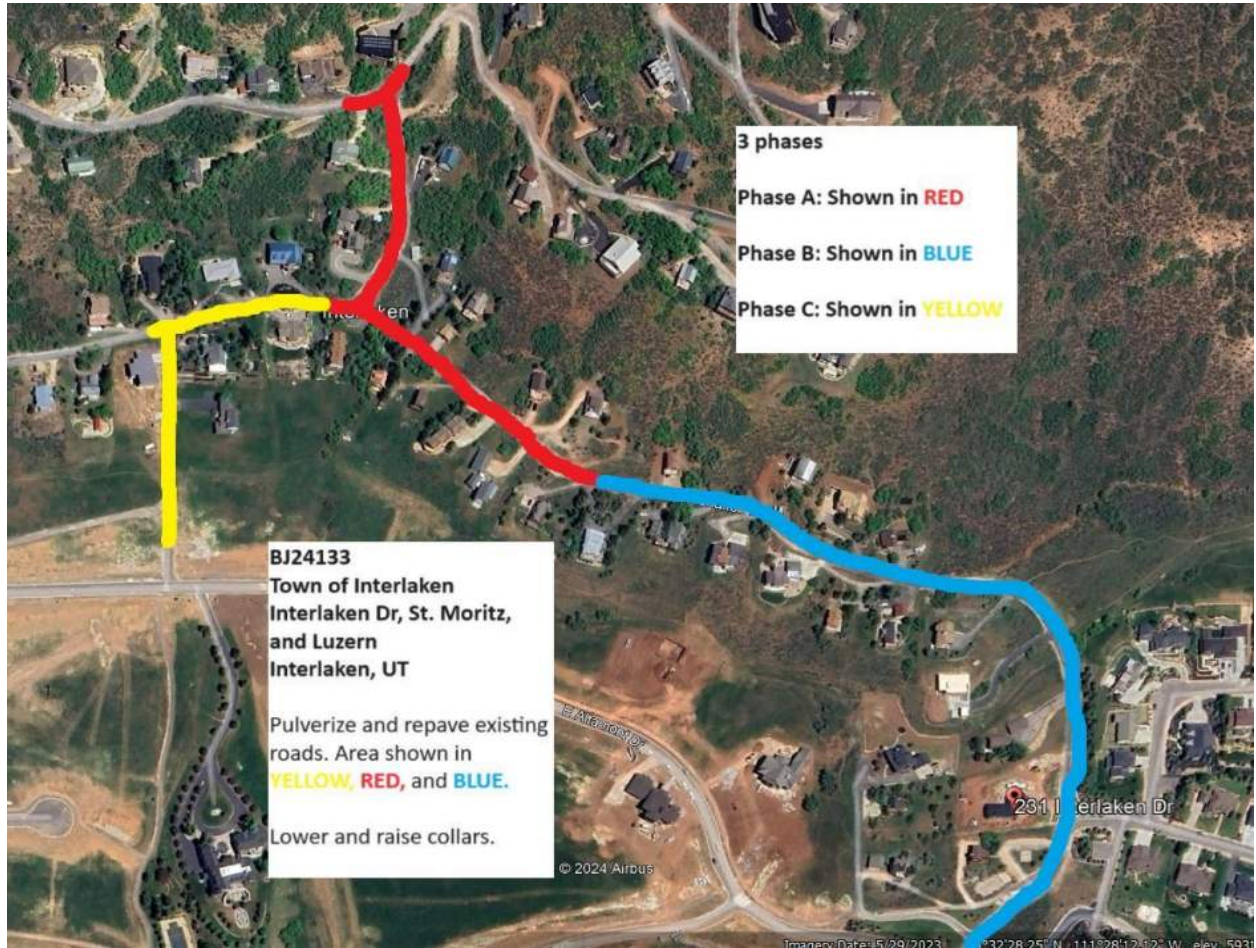
NONSOLICITATION. During the period commencing on the date hereof and ending one year following the completion of the Services, Buyer shall not, without the Company's prior written consent, directly or indirectly, (i) solicit or encourage any person to leave the employment or other service of the Company, 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





Sumsion Construction L.C. DBA Eckles Paving

PO Box 68
Springville, UT 84663
P-801-489-1114 F-801-489-6859

Date	Invoice #
9/19/2024	137911RP

Bill To

Interlaken Town
Bart Smith 435-565-3812
P.O. Box 1256
Midway, UT 84049

Job Number	Terms	Due Date
BJ24133	Due on receipt	9/19/2024

Item	Description	Qty	Rate	Amount
	Interlaken Dr & St Moritz Rd Interlaken, UT			
Mobilization	Mobilization	1	16,000.00	16,000.00
Grading	Pulverize / Re-grade / Compact existing asphalt and roadbase	87,939	0.55	48,366.45
Paving	Furnish / Place / Compact 3" thick asphalt	87,939	2.40	211,053.60
Concrete	Lower / Raise / Collar Water Valves	6	1,100.00	6,600.00
Concrete	Raise / Lower / Collar Sewer Manhole	12	1,350.00	16,200.00
Speedbumps	Install 2' wide speed bumps	3	990.00	2,970.00
Concrete	Replace old manhole frames	12	495.00	5,940.00

Don't be the victim of CYBER FRAUD! Our banking details will NEVER change. If you receive any correspondence requesting a change in our banking details, please call Chris Bowen at 801-489-1114 immediately.

Total	\$307,130.05
Payments/Credits	\$0.00
Balance Due	\$307,130.05

Becker Excavation & Utilities

310 PO Box
Midway, UT 84049
+1 4355037496
beckerexcavationandutilities@gmail.com

INVOICE

BILL TO
Interlaken Town
PO Box 1256
Midway, Utah 84049

INVOICE 5026
DATE 08/16/2024
TERMS Due on receipt
DUE DATE 08/16/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Shoulder/Cobble Stone 2"-4"			
		Repair shoulder damage caused by water erosion			
	Equipment	Grade and compact existing shoulder with erosion. Aprox 208 LF 12"-18" wide just covering surface of shoulder to prevent further erosion.	1	1,080.00	1,080.00
	Rock	Supply and place aprox 5-6 tons of new 2-4" cobble to shoulder.	1	1,390.00	1,390.00

QB Bank Transfer, Check, Cash
Credit Card add 3% to total invoice

SUBTOTAL	2,470.00
TAX	0.00
TOTAL	2,470.00
BALANCE DUE	\$2,470.00

Interlaken Road Repair Project - September 2024
RMA Shared Costs Estimates - Revised 10/18/24

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	\$ 307,130	Based on Final Invoice# 137911RP
Cost of 12 manhole frames - MSD contribution	\$ (5,940)	
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	\$ 282,670	Lower Luzern Repair & Speed Bumps subtracted out
BHR Share - Estimated	\$ 12,698	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	\$ 271,395	Total cost \$307,130 minus Shared Contributions

Percentages Paid of Total Project Cost		Notes
Interlaken Town	88%	Percent of total cost of Project \$307,130
Burgi Hill Ranches	4%	Percent of total cost of Project \$307,130
The Reserves (includes non-shared section of Luzern Rd)	6%	Percent of total cost of Project \$307,130

Percentages Paid of Interlaken Road System Total Cost		Notes
Interlaken Town	96%	Percent of cost of Interlaken Roads \$282,670
Burgi Hill Ranches	4%	Percent of cost of Interlaken Roads \$282,670
The Reserves (Doesn't include Lower Luzern Rd.)	1%	Percent of cost of Interlaken Roads \$282,670

Interlaken Town Budget
Fiscal Year Ending 6/30/2025

Interlaken Town FY2025 Budget - Proposed Amended 11/06/24 Budget Hearing - with Draft FY2026 Budget. Includes Water Rate Increase Starting 1/1/25. No FY2026 Wasatch County Tax Increase.		FY2024 Budget 7/1/23-6/30/24 Actual	FY2025 Budget 7/1/24-6/30/25 Adopted 5/29/24	FY2025 Budget 7/1/24-6/30/25 Proposed Amended	FY2026 Budget 7/1/25-6/30/26 Draft
1	General Fund (checking)				
3	General Fund Revenue				
5	Annual Wasatch County Tax Assessment	\$191,596	\$200,000	\$200,000	\$200,000
8	1% State Sales Tax (estimate)	\$31,034	\$34,000	\$34,000	\$34,000
10	Interest Income	\$201	\$130	\$130	\$130
13	B&C Road Tax (estimate)	\$33,421	\$26,000	\$26,000	\$26,000
15a	Federal Grant Revenue	\$0	\$0	\$0	\$0
15b	State and Local Grant Revenue	\$0	\$0	\$0	\$0
15c	Miscellaneous Revenue	\$0	\$0	\$0	\$0
15d	Fines for municipal code violations	\$1,000	\$0	\$4,200	\$1,000
16	Total General Fund Revenue:	\$257,253	\$260,130	\$264,330	\$261,130
18	Transfers into General Fund				
19	Transfer from Building Fund (Application Fees for admin costs)	\$2,463	\$1,800	\$1,800	\$1,800
20	Transfer from Water Revenue for Share of Admin. Expenses	\$65,000	\$80,000	\$95,000	\$110,000
21	Transfer from Transportation Reserves for Capital expenses	\$0	\$70,000	\$310,000	\$0
23	Transfers out of General Fund				
26	Transfers into Transportation Reserve Fund				
28	Transfer of B&C Road Tax to Transportation Reserve Fund	(\$30,000)	(\$26,000)	(\$26,000)	(\$26,000)
29	Contribution to Capital Improvements	\$0	\$0	(\$150,000)	\$0
31	Total Net General Fund Transfers:	\$37,463	\$125,800	\$230,800	\$85,800
35	General Fund Expenses				
36	Administrative Expenses				
37	Commission, Committee, Council Mtg Expenses	\$0	\$0	\$0	\$0
38	Town Administrator & Clerk	(\$83,962)	(\$140,000)	(\$140,000)	(\$150,000)
39	Association Memberships	(\$1,018)	(\$2,000)	(\$2,000)	(\$2,000)
40	Web Hosting & IT Services (WIX, GoDaddy, Zoom, Dropbox, ViaSat, Calling Post)	(\$2,769)	(\$1,500)	(\$1,500)	(\$1,500)
40a	Town Council Equipment & Supplies	(\$1,278)	(\$1,000)	(\$1,000)	(\$1,000)
41	Meeting Advertising	(\$668)	(\$200)	(\$200)	(\$200)
42	Bookkeeping, Accounting & CPA fees	(\$17,086)	(\$18,000)	(\$18,000)	(\$18,000)
43	Bank Charges, Checks	(\$411)	(\$500)	(\$500)	(\$500)
44	Town Attorney	(\$4,537)	(\$10,000)	(\$10,000)	(\$10,000)
45a	Animal Control through Interlocal Agreement w/ Heber City	(\$2,469)	(\$3,000)	(\$3,000)	(\$3,000)
45b	Municipal Election Balloting & Noticing, Advertisements	(\$102)	\$0	\$0	(\$200)
46	Misc. Admin. Expenses	(\$822)	(\$800)	(\$800)	(\$800)
47	Insurance	(\$5,494)	(\$5,000)	(\$5,000)	(\$5,000)
48	Office Supplies (postage + supplies)	(\$1,524)	(\$1,500)	(\$1,500)	(\$1,500)
51	Additional Consulting Fees	\$0	\$ (2,000)	\$ (2,000)	\$ (2,000)
51a	Federal IRS Taxes	(\$5,067)	(\$5,500)	(\$5,500)	(\$5,500)
51c	Safety and Enforcement (Wasatch County Sheriff Agreement)	(\$706)	(\$10,500)	(\$1,500)	(\$12,000)
51d					
52	Total Administrative Expenses:	(\$127,913)	(\$201,500)	(\$192,500)	(\$213,200)
54	Annual Road Maintenance-Repair Expenses - General Fund				
55	Annual Road Repair & Maintenance	(\$41,463)	(\$50,000)	(\$2,500)	(\$30,000)
56	Additional Contract Services - Recycling	(\$3,553)	(\$3,000)	(\$3,000)	(\$3,000)

Interlaken Town Budget
Fiscal Year Ending 6/30/2025

Interlaken Town FY2025 Budget - Proposed Amended 11/06/24 Budget Hearing - with Draft FY2026 Budget. Includes Water Rate Increase Starting 1/1/25. No FY2026 Wasatch County Tax Increase.		FY2024 Budget 7/1/23-6/30/24 Actual	FY2025 Budget 7/1/24-6/30/25 Adopted 5/29/24	FY2025 Budget 7/1/24-6/30/25 Proposed Amended	FY2026 Budget 7/1/25-6/30/26 Draft
56a	Road Signage	(\$84)	(\$2,000)	(\$2,000)	(\$2,000)
57	Contract Service (Snow Removal)	(\$55,000)	(\$60,000)	(\$65,000)	(\$70,000)
58	Supplies - Salt, Sand, etc	(\$3,224)	(\$6,000)	(\$6,000)	(\$6,000)
58a	Annual Fire Mitigation Expenses				
58b	Brush Removal and other Wildfire Mitigation	(\$26,200)	(\$20,000)	(\$20,000)	(\$20,000)
59	Annual General Fund Capital Expenses				
59a	Capital Equipment Investment	\$0	(\$5,000)	(\$5,000)	(\$5,000)
60	Capital Investment in Roads	\$0	(\$150,000)	(\$310,000)	\$0
60a	DPW Expenses				
60b	DPW Site Construction - Capital Investment	(\$1,803)	(\$2,000)	(\$2,000)	(\$2,000)
60c	Annual DPW Site Maintenance Expenses	(\$862)	(\$500)	(\$500)	(\$500)
61	Total Road Maintenance, Capital, Fire & DPW Expenses	(\$132,189)	(\$298,500)	(\$416,000)	(\$138,500)
65	Total General Fund Expenses:	(\$260,101)	(\$500,000)	(\$608,500)	(\$351,700)
67	Increase/Decrease in General Fund Balance	\$34,614	(\$114,070)	(\$113,370)	(\$4,770)
70	Transportation Reserve Fund (savings)				
72	Transportation Reserve Fund Revenue				
73	Estimated Interest	\$1,215	\$800	\$800	\$800
73a	Revenue From RMA Agreement & 3rd Party Contributions	\$0	\$5,000	\$50,500	\$3,000
73b	Revenue from Federal & State Transportation System Grants	\$0	\$0	\$0	\$0
74	Total Transportation Reserve Fund Revenue:	\$1,215	\$5,800	\$51,300	\$3,800
76	Transfers into Transportation Reserve Fund				
77	Trfr from General Fund of B&C Road Tax to Trans. Reserve Capital Fund	\$30,000	\$26,000	\$26,000	\$26,000
78	Transfer from General Fund for Capital Improvement Reserves	\$0	\$0	\$150,000	\$0
80	Transfer from Building Fund of Road Impact Fee	\$42,753	\$7,000	\$7,000	\$7,000
82	Transfers out of Transportation Reserve Fund				
83	Transfer to General Fund for Transportation Capital Expenses	\$0	(\$70,000)	(\$310,000)	\$0
84	Total Net Transportation Reserve Fund Transfers:	\$72,753	(\$37,000)	(\$127,000)	\$33,000
86	Incr/Decr in Transportation Reserve Fund Balance	\$73,968	(\$31,200)	(\$75,700)	\$36,800
88	Water Revenue Fund (checking)				
90	Water Revenue Fund Revenue				
92	Annual Water Utility Base Usage Fee	\$176,288	\$173,000	\$209,000	\$245,000
93	Interest Income	\$292	\$200	\$200	\$200
95	Charge for Services: Metered Water (overages)	\$8,373	\$7,500	\$7,500	\$7,500
95a					
95b	Water Billing Late Fees and Additional Administrative Fees	\$1,000	\$100	\$100	\$100
95c	New Owner Transfer Fees	\$1,050	\$450	\$450	\$450
95d	Misc. Water Revenue				
95e					
96	Total Water Revenue Fund Revenue:	\$187,003	\$181,250	\$217,250	\$253,250
98	Transfers into Water Revenue Fund				
100	Transfer from Building Fund (Water Connect Fees)	\$5,917	\$700	\$700	\$700
101	Transfer from Bond Sinking Fund for current year Water Bond payme	\$82,707	\$0	\$0	\$0

Interlaken Town Budget
Fiscal Year Ending 6/30/2025

Interlaken Town FY2025 Budget - Proposed Amended 11/06/24 Budget Hearing - with Draft FY2026 Budget. Includes Water Rate Increase Starting 1/1/25. No FY2026 Wasatch County Tax Increase.		FY2024 Budget 7/1/23-6/30/24 Actual	FY2025 Budget 7/1/24-6/30/25 Adopted 5/29/24	FY2025 Budget 7/1/24-6/30/25 Proposed Amended	FY2026 Budget 7/1/25-6/30/26 Draft
102	Transfer from Water System Reserves for Capital Improvements	\$0	\$0	\$90,000	\$0
104	Transfers out of Water Revenue Fund				
105	Transfer to Water System Reserve Capital Fund	(\$78,275)	(\$60,000)	(\$70,000)	(\$60,000)
106					
107	Transfer to Bond Sinking Fund - Next Year's Bond Payment	\$0	\$0	\$0	\$0
108					
109	Transfer to General Fund for Share of Administrative expenses	(\$65,000)	(\$80,000)	(\$95,000)	(\$110,000)
110	Total Net Water Revenue Fund Transfers:	(\$54,651)	(\$139,300)	(\$74,300)	(\$169,300)
111a	Water Revenue Fund - continued				
112	Water Revenue Fund Expenses				
113	Bond Payment				
114	Water Bond Payment, due annually in January	(\$75,773)	\$0	\$0	\$0
115	Operating Expenses				
116	Payroll - Water Masters	(\$22,070)	(\$30,000)	(\$30,000)	(\$33,000)
117					
118	Chemicals & Monitoring	(\$274)	(\$800)	(\$800)	(\$800)
119	Telemetry System Operating Costs	(\$2,734)	(\$2,700)	(\$2,700)	(\$2,700)
120	Water Share Fee, Education, etc.	\$0	(\$450)	(\$450)	(\$450)
121	Gas Heat	(\$322)	(\$1,200)	(\$1,200)	(\$1,200)
122	Electricity	(\$8,170)	(\$7,000)	(\$7,000)	(\$7,000)
123	Payroll Taxes - Water Masters	(\$1,065)	(\$4,000)	(\$4,000)	(\$4,000)
123a	Workman's Comp Insurance for Water Masters	(\$391)	(\$1,200)	(\$1,200)	(\$1,200)
123b	Misc. Water Expenses	(\$2,581)	(\$1,500)	(\$1,500)	(\$1,500)
123e	Capital Investment in Water System				
123f	Purchase of Generator and Installation	\$0	\$0	\$0	\$0
123g	Water System Capital Upgrades & Replacements	(\$56,068)	(\$20,000)	(\$90,000)	(\$20,000)
123h	Capital Equipment Investment - Water System	\$0	(\$5,000)	(\$5,000)	(\$5,000)
124	Repair and Maintenance				
125	Additional Water System Contract Services	(\$1,506)	(\$4,000)	(\$40,000)	(\$4,000)
126	Annual Generator Maintenance	(\$6,576)	(\$1,000)	(\$1,000)	(\$1,000)
126a	General Water System Maintenance & Repair	(\$14,401)	(\$15,000)	(\$10,000)	(\$10,000)
127	Total Water Revenue Expenses:	(\$191,932)	(\$93,850)	(\$194,850)	(\$91,850)
129	Increase/Decrease in Water Revenue Fund Balance	(\$59,580)	(\$51,900)	(\$51,900)	(\$7,900)
131	Water Bond Sinking Fund (money market)				
133	Water Bond Sinking Fund Revenue				
134	Estimated Interest	\$190	\$0	\$0	\$0
135	Total Water Bond Sinking Fund Revenue:	\$190	\$0	\$0	\$0
137	Transfers into Water Bond Sinking Fund				
138	Transfer from Water Revenue Fund	\$0	\$0	\$0	\$0
140	Transfers out of Water Bond Sinking Fund				
141	Transfer to Water Revenue Fund to pay current year bond	(\$82,707)	\$0	\$0	\$0
142	Total Net Water Bond Sinking Fund Transfers:	(\$82,707)	\$0	\$0	\$0

Interlaken Town Budget
Fiscal Year Ending 6/30/2025

	Interlaken Town FY2025 Budget - Proposed Amended 11/06/24 Budget Hearing - with Draft FY2026 Budget. Includes Water Rate Increase Starting 1/1/25. No FY2026 Wasatch County Tax Increase.	FY2024 Budget 7/1/23-6/30/24 Actual	FY2025 Budget 7/1/24-6/30/25 Adopted 5/29/24	FY2025 Budget 7/1/24-6/30/25 Proposed Amended	FY2026 Budget 7/1/25-6/30/26 Draft
144	Increase/Decrease in Water Revenue Bond Sinking Fund Balance	(\$82,517)	\$0	\$0	\$0
146	Water Reserve Fund (savings)				
148	Water Reserve Fund Revenue				
149	Interest Income	\$1,265	\$800	\$800	\$800
150	Revenue from Federal & State Water System Grants	\$0	\$0	\$0	\$0
151	Total Water Reserve Fund Revenue:	\$1,265	\$800	\$800	\$800
153	Transfers into Water Reserve Fund				
154	Trfr from Water Revenue Fund to Capital Reserves	\$78,275	\$60,000	\$70,000	\$60,000
154a	Trfr from Water Bond Fund to Capital Reserves				
160	Transfers out of Water Reserve Fund				
161	Transfer to Water Revenue Fund for Capital Improvements	\$0	\$0	(\$90,000)	\$0
162	Total Net Water Reserve Fund Transfers:	\$78,275	\$60,000	(\$20,000)	\$60,000
164	Increase/Decrease in Water Reserve Fund Balance	\$79,540	\$60,800	(\$19,200)	\$60,800
166	Building Fund (checking)				
168	Building Fund Revenue				
168a	Interest Income	\$182	\$150	\$150	\$150
169	Building Permit Application Fees	\$1,950	\$1,800	\$1,800	\$1,800
170	Water Connect Fees	\$5,616	\$700	\$700	\$700
171	Road Impact Fees	\$10,500	\$7,000	\$7,000	\$7,000
172	Damage Deposits - Refundable	\$19,472	\$8,000	\$8,000	\$8,000
173	Completion Deposits - Refundable	\$8,000	\$8,000	\$8,000	\$8,000
173a	Plan Review & Inspections (Town Engineer)	\$20,904	\$19,000	\$19,000	\$19,000
173b	Variance Application Fees	\$0	\$240	\$240	\$240
174	Total Building Fund Revenue:	\$66,624	\$44,890	\$44,890	\$44,890
176	Transfers into Building Fund				
177	Transfer from General Fund - Special Engineering Projects	\$0	\$0	\$0	\$0
179	Transfers out of Building Fund				
180	Transfer to General Fund - Building Permit Application Fees	(\$2,463)	(\$1,800)	(\$1,800)	(\$1,800)
181	Transfer to Water Revenue Fund - Water Connect Fees	(\$5,917)	(\$700)	(\$700)	(\$700)
182	Transfer to Transportation Reserve Fund - Road Impact Fees	(\$42,753)	(\$7,000)	(\$7,000)	(\$7,000)
183	Total Net Building Fund Transfers:	(\$51,133)	(\$9,500)	(\$9,500)	(\$9,500)
185	Building Fund Expenses				
187	Refunds of Damage Deposits	(\$12,500)	(\$8,000)	(\$8,000)	(\$8,000)
188	Refunds of Completion Deposits	(\$9,404)	(\$4,000)	(\$4,000)	(\$4,000)
188a	Plan Review & Inspections (Town Engineer)	(\$11,599)	(\$10,000)	(\$10,000)	(\$10,000)
188b	Additional Contractual Services (Town Engineer)	\$0	\$0	\$0	\$0
188c	Plan Review by Planning Commission	\$0	\$0	\$0	\$0
189	Total Building Fund Expenses:	(\$33,503)	(\$22,000)	(\$22,000)	(\$22,000)
191	Increase/Decrease in Building Fund Balance	(\$18,012)	\$13,390	\$13,390	\$13,390

Interlaken Town Budget
Fiscal Year Ending 6/30/2025

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Fiscal Year Net Increase/Decrease for all Funds					
197	Fund Name	FY2024 Budget 7/1/23-6/30/24 Actual	FY2025 Budget 7/1/24-6/30/25 Adopted 5/29/24	FY2025 Budget 7/1/24-6/30/25 Proposed Amended	FY2026 Budget 7/1/25-6/30/26 Draft
199	General Fund (checking)	\$34,614	(\$114,070)	(\$113,370)	(\$4,770)
200	Transportation Reserve Fund (savings)	\$73,968	(\$31,200)	(\$75,700)	\$36,800
201	Water Revenue Fund (checking)	(\$59,580)	(\$51,900)	(\$51,900)	(\$7,900)
202	Water Bond Sinking Fund (money market)	(\$82,517)	\$0	\$0	\$0
203	Water Reserve Fund (savings)	\$79,540	\$60,800	(\$19,200)	\$60,800
204	Building Fund (checking)	(\$18,012)	\$13,390	\$13,390	\$13,390
205	Total Fiscal Year Increase/Decrease	\$28,014	(\$122,980)	(\$246,780)	\$98,320

Fiscal Year Revenue, Transfers, Expenses, Net Increase/Decrease					
209	Budget Category	FY2024 Budget 7/1/23-6/30/24 Actual	FY2025 Budget 7/1/24-6/30/25 Adopted 5/29/24	FY2025 Budget 7/1/24-6/30/25 Proposed Amended	FY2026 Budget 7/1/25-6/30/26 Draft
212	Revenues	\$513,551	\$492,870	\$578,570	\$563,870
213	Net Transfers between funds	\$0	\$0	\$0	\$0
214	Expenses	(\$485,536)	(\$615,850)	(\$825,350)	(\$465,550)
215	Ending Increase/Decrease	\$28,014	(\$122,980)	(\$246,780)	\$98,320

Account Year-End Balances					
218	Fund Name	FY2024 Budget 7/1/23-6/30/24 Actual	FY2025 Budget 7/1/24-6/30/25 Adopted 5/29/24	FY2025 Budget 7/1/24-6/30/25 Proposed Amended	FY2026 Budget 7/1/25-6/30/26 Draft
221	General Fund (checking) *2681	\$ 196,082	\$ 82,012	\$ 82,712	\$ 77,942
222	Transportation Reserve Fund (savings) *4574	\$ 307,245	\$ 276,045	\$ 231,545	\$ 268,345
223	Water Revenue Fund (checking) *1520	\$ 143,429	\$ 91,529	\$ 91,529	\$ 83,629
224	Water Bond Sinking Fund (money market) *1058	\$ -	\$ -	\$ -	\$ -
225	Water Reserve Fund (savings) *1330	\$ 239,689	\$ 300,489	\$ 220,489	\$ 281,289
226	Building Fund (checking) *1678	\$ 96,978	\$ 110,368	\$ 110,368	\$ 123,758
227	Total of Ending Balances	\$ 983,423	\$ 860,443	\$ 736,643	\$ 834,963

Town of Daniel
State Budget Report
10 General Fund - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	2023 Actual	2024 Final Budget	2025 Approved Budget
Change In Net Position			
Revenue:			
Taxes			
3110 Property taxes - current	46,999	45,000	53,000
3120 Property taxes - prior years	2,954	1,000	1,000
3130 General sales taxes	175,900	156,000	156,000
3140 Energy tax revenue	40,437	30,000	30,000
3141 Telecom tax revenue	3,703	3,000	3,000
3170 Fee in lieu of property taxes	2,089	1,200	1,200
Total Taxes	272,082	236,200	244,200
Licenses and permits			
3210 Business licenses	2,740	2,500	2,500
3221 Building permits	145,167	50,000	50,000
Total Licenses and permits	147,907	52,500	52,500
Intergovernmental revenue			
3356 Class C road allotment	74,700	70,000	70,000
Total Intergovernmental revenue	74,700	70,000	70,000
Interest			
3610 Interest earnings	38,188	13,400	35,850
Total Interest	38,188	13,400	35,850
Miscellaneous revenue			
3680 CC Convenience Fee	410	300	300
3686 ARPA revenue	63,732	127,464	127,464
3690 Miscellaneous revenue	621	0.00	0.00
3803 Impact Fees - Transportation	0.00	7,500	7,500
Total Miscellaneous revenue	64,763	135,264	135,264
Total Revenue:	597,640	507,364	537,814
Expenditures:			
Administrative			
4141.110 Admin Salaries & wages	85,622	95,000	95,000
4141.130 Admin Payroll taxes	6,543	8,000	8,000
4141.131 Admin Employee benefits	14,754	15,000	15,000
4141.210 Admin Annual Dues	2,427	3,000	3,000
4141.211 Admin Monthly/Quarterly Fees	4,175	4,500	4,500
4141.220 Admin Advertising	3,488	1,400	1,400
4141.230 Admin Travel	181	1,500	1,500
4141.231 Admin Training	125	2,000	2,000
4141.232 Admin Meals and entertainment	0.00	500	500
4141.240 Admin Office supplies	2,321	2,500	2,500
4141.241 Office Rental	6,000	6,600	7,800
4141.280 Admin Utilities	1,358	1,500	1,500
4141.310 Admin IT Services	5,866	13,000	15,000
4141.311 Admin Legal	1,654	38,050	38,050
4141.312 Admin Accounting/Auditing	4,000	4,000	4,000
4141.313 Admin Engineering	71,123	79,000	80,000
4141.440 Admin Supplies	356	0.00	0.00
4141.510 Admin Insurance	9,366	15,000	15,000
4141.550 Admin Bank charges	949	1,600	1,600
4141.612 Admin Election Fees	0.00	1,000	1,000
Total Administrative	220,309	293,150	297,350
Highways			
4410.110 Public Works Salaries & wages	5,581	15,000	15,000
4410.130 Public Works Payroll taxes	54	1,000	1,000
4410.131 Public Works Employee Benefits	500	1,500	1,500
4410.213 Public Works Blue stakes	258	750	750
4410.250 Public Works Supplies, repairs & maintenance	0.00	7,500	7,500
4410.251 Public Works Weed Chemicals	0.00	500	500
4410.260 Public Works Snow Removal	51,354	40,000	40,000
4410.313 Public Works Engineering	0.00	5,000	5,000
4410.740 Public Works Road Projects	0.00	20,000	20,000
Total Highways	57,747	91,250	91,250
Transfers			

Town of Daniel
State Budget Report
10 General Fund - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	2023 Actual	2024 Final Budget	2025 Approved Budget
4851 Transfer to water fund	0.00	35,000	35,000
4890 Budgeted increase in fund balance	0.00	87,964	114,214
Total Transfers	0.00	122,964	149,214
Total Expenditures:	278,056	507,364	537,814
Total Change In Net Position	319,583	0.00	0.00

Town of Daniel
State Budget Report
41 Capital Projects Fund - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	2023 Actual	2024 Final Budget	2025 Approved Budget
Change In Net Position			
Revenue:			
Interest			
3610 Interest earnings	13,610	0.00	0.00
Total Interest	<u>13,610</u>	<u>0.00</u>	<u>0.00</u>
Contributions and transfers			
3990 Fund balance appropriated (budget use only)	0.00	4,000	0.00
Total Contributions and transfers	<u>0.00</u>	<u>4,000</u>	<u>0.00</u>
Total Revenue:	<u>13,610</u>	<u>4,000</u>	<u>0.00</u>
Expenditures:			
Administrative			
4140 Admin Capital expenditures	0.00	4,000	0.00
Total Administrative	<u>0.00</u>	<u>4,000</u>	<u>0.00</u>
Total Expenditures:	<u>0.00</u>	<u>4,000</u>	<u>0.00</u>
Total Change In Net Position	<u>13,610</u>	<u>0.00</u>	<u>0.00</u>

Town of Daniel
State Budget Report
51 Water Fund - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

Income or Expense	2023 Actual	2024 Final Budget	2025 Approved Budget
Income From Operations:			
Operating income			
5140 Water services	83,637	85,000	85,000
5310 Connection costs	0.00	2,000	2,000
Total Operating income	<u>83,637</u>	<u>87,000</u>	<u>87,000</u>
Operating expense			
6110 Water Salaries & wages	15,202	15,000	15,000
6130 Water Employee taxes & benefits	2,389	2,500	2,500
6210 Water Dues & memberships	150	900	900
6230 Water Mileage	586	500	500
6231 Water Conferences	324	2,000	2,000
6240 Water Offices supplies	2,075	2,500	2,500
6260 Monthly/Quarterly Fees	0.00	1,500	2,000
6280 Water Utilities	4,251	4,000	5,000
6310 Water IT Services	0.00	2,000	2,000
6311 Water Legal & professional	0.00	2,500	2,500
6313 Water Engineering	4,146	10,000	10,000
6420 Water Testing	4,044	5,000	5,000
6421 Water Sampling	3,209	3,500	3,500
6440 Water Supplies	934	1,000	1,000
6450 Water Repair & maintenance	21,080	25,000	25,000
6690 Water Depreciation expense	93,588	93,600	93,600
Total Operating expense	<u>151,979</u>	<u>171,500</u>	<u>173,000</u>
Total Income From Operations:	<u>(68,342)</u>	<u>(84,500)</u>	<u>(86,000)</u>
Non-Operating Items:			
Non-operating income			
5520 Water Impact fees	250,000	30,000	30,000
5610 Interest income	4,088	500	500
5810 Transfer from general fund	0.00	35,000	35,000
Total Non-operating income	<u>254,088</u>	<u>65,500</u>	<u>65,500</u>
Non-operating expense			
6740 Water Shares Purchase	0.00	20,000	20,000
6820 Water Interest expense	4,090	0.00	0.00
Total Non-operating expense	<u>4,090</u>	<u>20,000</u>	<u>20,000</u>
Total Non-Operating Items:	<u>249,998</u>	<u>45,500</u>	<u>45,500</u>
Total Income or Expense	<u>181,655</u>	<u>(39,000)</u>	<u>(40,500)</u>

Town of Daniel
State Budget Report
52 Storm Haven Water - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

Income or Expense	2023 Actual	2024 Final Budget	2025 Approved Budget
Income From Operations:			
Operating income			
5140 SH Water services	33,211	30,000	30,000
5150 SH Sewer services	12,096	12,000	12,000
Total Operating income	<u>45,307</u>	<u>42,000</u>	<u>42,000</u>
Operating expense			
6110 SH Water Salaries & wages	4,581	6,000	6,000
6130 SH Water Employee benefits	607	600	600
6230 SH Water Mileage	294	300	500
6240 SH Water Offices supplies	805	1,200	1,200
6260 Monthly/Quarterly	0.00	600	1,000
6280 SH Water Utilities	2,159	2,600	2,600
6310 SH Water IT Services	0.00	1,500	1,500
6313 SH Water Engineering	2,189	10,000	10,000
6420 SH Water Testing	2,972	4,000	4,000
6421 SH Water Sampling	3,271	3,000	3,500
6450 SH Water Repair & maintenance	4,615	15,000	15,000
6451 SH Sewer Repair & maintenance	450	5,000	5,000
Total Operating expense	<u>21,942</u>	<u>49,800</u>	<u>50,900</u>
Total Income From Operations:	<u>23,365</u>	<u>(7,800)</u>	<u>(8,900)</u>
Non-Operating Items:			
Non-operating expense			
6690 SH Water Depreciation expense	7,523	0.00	0.00
Total Non-operating expense	<u>7,523</u>	<u>0.00</u>	<u>0.00</u>
Total Non-Operating Items:	<u>(7,523)</u>	<u>0.00</u>	<u>0.00</u>
Total Income or Expense	<u>15,842</u>	<u>(7,800)</u>	<u>(8,900)</u>

Town of Daniel
State Budget Report
91 General Fixed Assets - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	2023 Actual	2024 Final Budget	2025 Approved Budget
Change In Net Position			
Expenditures:			
Miscellaneous			
4100 Depreciation Expense	18,534	0.00	0.00
Total Miscellaneous	<u>18,534</u>	<u>0.00</u>	<u>0.00</u>
Total Expenditures:	<u>18,534</u>	<u>0.00</u>	<u>0.00</u>
Total Change In Net Position	<u>(18,534)</u>	<u>0.00</u>	<u>0.00</u>

**Town of Daniel
Amortization Schedule For 2009 Water Revenue Bond**

8/5/2024

No.	Date	Stated Payments			Effective Payments			Premium/ Discount Amortization	Premium/ Discount After Amortization	
		Principal	Interest	Total	Balance	Principal	Interest			Total
X	8/6/2011	34,000.00	5,450.00	39,450.00	1,090,000.00	34,000.00	5,450.00	39,450.00	1,090,000.00	0.00
X	8/6/2012	34,000.00	5,280.00	39,280.00	1,056,000.00	34,000.00	5,280.00	39,280.00	1,056,000.00	0.00
X	8/6/2013	34,000.00	5,110.00	39,110.00	1,022,000.00	34,000.00	5,110.00	39,110.00	1,022,000.00	0.00
X	8/6/2014	34,000.00	4,940.00	38,940.00	988,000.00	34,000.00	4,940.00	38,940.00	988,000.00	0.00
X	8/6/2015	35,000.00	4,770.00	39,770.00	954,000.00	35,000.00	4,770.00	39,770.00	954,000.00	0.00
X	8/6/2016	35,000.00	4,595.00	39,595.00	919,000.00	35,000.00	4,595.00	39,595.00	919,000.00	0.00
X	8/6/2017	35,000.00	4,420.00	39,420.00	884,000.00	35,000.00	4,420.00	39,420.00	884,000.00	0.00
X	8/6/2018	35,000.00	4,245.00	39,245.00	849,000.00	35,000.00	4,245.00	39,245.00	849,000.00	0.00
X	8/6/2019	36,000.00	4,070.00	40,070.00	814,000.00	36,000.00	4,070.00	40,070.00	814,000.00	0.00
X	8/6/2020	36,000.00	3,895.00	39,895.00	778,000.00	36,000.00	3,895.00	39,895.00	778,000.00	0.00
X	8/6/2021	36,000.00	3,715.00	39,715.00	742,000.00	36,000.00	3,715.00	39,715.00	742,000.00	0.00
X	8/6/2022	36,000.00	3,535.00	39,535.00	706,000.00	36,000.00	3,535.00	39,535.00	706,000.00	0.00
X	8/6/2023	36,000.00	3,355.00	39,355.00	670,000.00	36,000.00	3,355.00	39,355.00	670,000.00	0.00
X	8/6/2024	36,000.00	3,175.00	39,175.00	634,000.00	36,000.00	3,175.00	39,175.00	634,000.00	0.00
X	8/6/2025	36,000.00	2,995.00	38,995.00	598,000.00	36,000.00	2,995.00	38,995.00	598,000.00	0.00
X	8/6/2026	37,000.00	2,815.00	39,815.00	562,000.00	37,000.00	2,815.00	39,815.00	562,000.00	0.00
X	8/6/2027	37,000.00	2,630.00	39,630.00	525,000.00	37,000.00	2,630.00	39,630.00	525,000.00	0.00
X	8/6/2028	37,000.00	2,445.00	39,445.00	488,000.00	37,000.00	2,445.00	39,445.00	488,000.00	0.00
X	8/6/2029	37,000.00	2,260.00	39,260.00	451,000.00	37,000.00	2,260.00	39,260.00	451,000.00	0.00
X	8/6/2030	37,000.00	2,075.00	39,075.00	414,000.00	37,000.00	2,075.00	39,075.00	414,000.00	0.00
X	8/6/2031	37,000.00	1,890.00	38,890.00	377,000.00	37,000.00	1,890.00	38,890.00	377,000.00	0.00
X	8/6/2032	38,000.00	1,705.00	39,705.00	340,000.00	38,000.00	1,705.00	39,705.00	340,000.00	0.00
X	8/6/2033	38,000.00	1,515.00	39,515.00	302,000.00	38,000.00	1,515.00	39,515.00	302,000.00	0.00
X	8/6/2034	38,000.00	1,325.00	39,325.00	264,000.00	38,000.00	1,325.00	39,325.00	264,000.00	0.00
X	8/6/2035	38,000.00	1,135.00	39,135.00	226,000.00	38,000.00	1,135.00	39,135.00	226,000.00	0.00
X	8/6/2036	38,000.00	945.00	38,945.00	188,000.00	38,000.00	945.00	38,945.00	188,000.00	0.00
X	8/6/2037	39,000.00	755.00	39,755.00	150,000.00	38,000.00	755.00	38,755.00	150,000.00	0.00
X	8/6/2038	39,000.00	565.00	39,565.00	112,000.00	39,000.00	565.00	39,565.00	112,000.00	0.00
X	8/6/2039	39,000.00	370.00	39,370.00	73,000.00	39,000.00	370.00	39,370.00	73,000.00	0.00
X	8/6/2040	34,000.00	175.00	34,175.00	34,000.00	34,000.00	175.00	34,175.00	0.00	0.00

**Town of Daniel
Amortization Schedule For 2011 Water Revenue Bond**

8/5/2024

No.	Date	Stated Payments			Effective Payments			Present Value	Premium/ Discount Amortization	Premium/ Discount After Amortization
		Principal	Interest	Total	Principal	Interest	Total			
X	1/1/2013	5,000.00	850.00	5,850.00	5,000.00	850.00	5,850.00	170,000.00	0.00	0.00
X	1/1/2014	5,000.00	825.00	5,825.00	5,000.00	825.00	5,825.00	165,000.00	0.00	0.00
X	1/1/2015	5,000.00	800.00	5,800.00	5,000.00	800.00	5,800.00	160,000.00	0.00	0.00
X	1/1/2016	5,000.00	775.00	5,775.00	5,000.00	775.00	5,775.00	155,000.00	0.00	0.00
X	1/1/2017	5,000.00	750.00	5,750.00	5,000.00	750.00	5,750.00	150,000.00	0.00	0.00
X	1/1/2018	5,000.00	725.00	5,725.00	5,000.00	725.00	5,725.00	145,000.00	0.00	0.00
X	1/1/2019	6,000.00	700.00	6,700.00	6,000.00	700.00	6,700.00	140,000.00	0.00	0.00
X	1/1/2020	6,000.00	670.00	6,670.00	6,000.00	670.00	6,670.00	134,000.00	0.00	0.00
X	1/1/2021	6,000.00	640.00	6,640.00	6,000.00	640.00	6,640.00	128,000.00	0.00	0.00
X	1/1/2022	6,000.00	610.00	6,610.00	6,000.00	610.00	6,610.00	122,000.00	0.00	0.00
X	1/1/2023	6,000.00	580.00	6,580.00	6,000.00	580.00	6,580.00	116,000.00	0.00	0.00
X	1/1/2024	6,000.00	550.00	6,550.00	6,000.00	550.00	6,550.00	110,000.00	0.00	0.00
X	1/1/2025	6,000.00	520.00	6,520.00	6,000.00	520.00	6,520.00	104,000.00	0.00	0.00
X	1/1/2026	6,000.00	490.00	6,490.00	6,000.00	490.00	6,490.00	98,000.00	0.00	0.00
X	1/1/2027	6,000.00	460.00	6,460.00	6,000.00	460.00	6,460.00	92,000.00	0.00	0.00
X	1/1/2028	6,000.00	430.00	6,430.00	6,000.00	430.00	6,430.00	86,000.00	0.00	0.00
X	1/1/2029	6,000.00	400.00	6,400.00	6,000.00	400.00	6,400.00	80,000.00	0.00	0.00
X	1/1/2030	6,000.00	370.00	6,370.00	6,000.00	370.00	6,370.00	74,000.00	0.00	0.00
X	1/1/2031	6,000.00	340.00	6,340.00	6,000.00	340.00	6,340.00	68,000.00	0.00	0.00
X	1/1/2032	5,000.00	310.00	5,310.00	5,000.00	310.00	5,310.00	62,000.00	0.00	0.00
X	1/1/2033	5,000.00	285.00	5,285.00	5,000.00	285.00	5,285.00	57,000.00	0.00	0.00
X	1/1/2034	6,000.00	255.00	6,255.00	6,000.00	255.00	6,255.00	51,000.00	0.00	0.00
X	1/1/2035	6,000.00	225.00	6,225.00	6,000.00	225.00	6,225.00	45,000.00	0.00	0.00
X	1/1/2036	5,000.00	195.00	5,195.00	5,000.00	195.00	5,195.00	39,000.00	0.00	0.00
X	1/1/2037	5,000.00	170.00	5,170.00	5,000.00	170.00	5,170.00	34,000.00	0.00	0.00
X	1/1/2038	6,000.00	140.00	6,140.00	6,000.00	140.00	6,140.00	28,000.00	0.00	0.00
X	1/1/2039	5,000.00	110.00	5,110.00	5,000.00	110.00	5,110.00	22,000.00	0.00	0.00
X	1/1/2040	6,000.00	85.00	6,085.00	6,000.00	85.00	6,085.00	17,000.00	0.00	0.00
X	1/1/2041	5,000.00	55.00	5,055.00	5,000.00	55.00	5,055.00	11,000.00	0.00	0.00
X	1/1/2042	6,000.00	30.00	6,030.00	6,000.00	30.00	6,030.00	6,000.00	0.00	0.00

Wasatch County Tax History - Interlaken Town

Tax Information Category	FY2018	FY2019	FY2020	FY 2021	FY2022	FY2023	FY2024	FY2025	Notes
Tax Rate	0.001742	0.001575	0.002483	0.001951	0.002105	0.001098	0.001847	0.00195	The Tax Rate is adjusted each year to provide the requested Certified Rate Revenue
Tax Rate Value	\$ 42,400,038	\$ 46,725,062	\$ 48,549,614	\$ 59,468,243	\$ 55,123,982	\$ 108,861,658	\$ 99,296,628	\$ 97,397,214	Tax Rate Value is the amount the tax rate is applied towards. It includes adjustments in appreciation as well as residency status
Certified Rate Revenue	\$ 73,861	\$ 74,434	\$ 116,000	\$ 116,023	\$ 116,023	\$ 119,530	\$ 187,000	\$ 189,925	The Revenue amount the town requests
Certified Revenue Increase	YES (1st year)	NO	YES	NO	NO	NO	YES	NO	Was there a revenue increase granted
Actual Revenue Received	\$ 78,189	\$ 79,042	\$ 121,248	\$ 110,618	\$ 133,724	\$ 122,906	\$ 191,596	Not Collected	Actual revenue varies from the certified rate revenue based on assessments and other real property adjustments - eg vehicle purchases

Link to Utah tax information: <https://taxrates.utah.gov/>

Monday, November 4, 2024 at 13:42:21 Mountain Standard Time

Subject: RE: Xpress Sales Email
Date: Monday, November 4, 2024 at 8:30:42 AM Mountain Standard Time
From: Kempton Schmitz
To: Interlaken Clerk
Attachments: image001.png, XBP-Logo_15a42a4c-6876-4b85-bda7-b1efc6e16f331111111111.png

Bart,

I apologize for the delay here. We can set up an online payment form for the town that would allow your residents to pay their bills online. It would be a basic free-fill form where the resident would fill out all of their info and type in the amount they want to pay. We provide reports that can be excel or csv files and can be broken down by the day if needed. You can also take payments at the counter and over the phone through XBP. Payments processed through XBP will be able to be deposited directly to your bank account. Customers have the option to pay via credit card or via eCheck.

There is a one-time \$500 setup fee for this and a recurring \$35 monthly fee. Transaction fees are as follows:

Cards: \$1.00 + Merchant service fees (merchant service fees on an \$800 utility payment would be about 0.75% of the transaction amount or about \$6)

eChecks: \$3.00 flat rate

Let me know if you have any other questions.

Thanks,

Kempton Schmitz

Government Services Consultant

kschmitz@xpressbillpay.com

Tel: 800-768-7295 x1953

Cell: 385-498-5307

xpress BILL PAY

CONFIDENTIALITY NOTICE: The information contained in this e-mail message, including any attachments, is for the exclusive and confidential use of the individuals named as recipients. Any unauthorized review, use, disclosure, or distribution of this message is strictly prohibited.

From: Interlaken Clerk <interlakenclerk@gmail.com>
Sent: Sunday, November 3, 2024 12:22 PM
To: Jared Swinford <jswinford@xpressbillpay.com>
Cc: Rachel Bond <rbond@xpressbillpay.com>; Kempton Schmitz <kschmitz@xpressbillpay.com>
Subject: Re: Xpress Sales Email

CONTRACTOR AGREEMENT

This agreement is entered into this 6th day of November, 2024, by and between **Becker X, LLC** (Contractor) and Interlaken Town, for the purpose managing Interlaken Town Public Works projects.

I. TERM

The term of this agreement will begin on November 6, 2024 and terminates on October 31, 2025 unless special circumstances exist and with written authorization from Interlaken Town or unless terminated according to those terms outlined in Section V. below.

II. COMPENSATION

Interlaken Town agrees to pay Contractor \$ 75.00 per hour. Invoices should be received by the 5th of the month for the previous month's services. Please bill one month at a time from the 1st to the 31st. No advance payments will be authorized.

III. WORK SPECIFICATIONS

Contractor agrees to provide the below listed management services:

Public Works Management Categories	Task List
Monitor, Maintain, & Manage Town Facilities, Property & Equipment	Pumphouse, Generator, DPW Site, Water Tank, Municipal Property, Verkada Security System, The Beast Brush Cutter, Other Equipment
Roads	Manage Maintenance & Improvements, working with Road Committee and Contractors
Water System	Manage Maintenance & Improvements, working with Water Masters and Contractors
Fire Mitigation	Annual Debris pickup & Shoulder brush cutting
Noxious Weed Mitigation	Manage municipal and private property weed mitigation
Building Permits	Track building site progress, compliance with town code
Communication	Report and communicate with Town Council, Planning Commission, Town Administrator, Town Engineer, other Entities

IV. LICENSES/INSURANCE

While performing any work for Interlaken Town, Contractor shall secure, pay the premiums for and keep in force proper and adequate insurance as provided below. Such insurance is to specifically include liability assumed by the Contractor under this agreement:

1. A current business license.
2. Appropriate General Liability insurance, with limits of not less than \$1,000,000.00 per occurrence and \$ 2,000,000.00 General Aggregate.
3. Workers compensation insurance as required by State and Local jurisdictions.
4. If automotive equipment is used in the operation, automobile bodily injury insurance with limits of not less than \$100,000.00 for each person and \$300,000.00 for each accident and property damage liability insurance with limits of not less than \$50,000.00 for each accident with medical pay coverage of \$ 5,000.00 regardless of fault.
5. All policies for liability protection, bodily injury or property damages shall include Interlaken Town, Interlaken Mutual Water Company, and Interlaken Estates as additional insureds with respect to this agreement specifying the required insurance levels outlined above. Proof of insurance will be supplied to Interlaken Town.

V. CANCELLATION

This Agreement shall remain in full force and effect between the parties for the Term outlined in Section I above. If Contractor fails to perform the services outlined above at the specified performance level. Interlaken Town will provide to Contractor written notice outlining their concerns. Contractor will have ten days to address and cure the default. If Contractor is unable to address and cure the default, Interlaken Town has the right to cancel this Agreement. The Contractor may cancel this Agreement at any time by giving the Town thirty days notice in writing.

VI. INDEMNIFICATION

Contractor agrees to indemnify, hold harmless and defend Interlaken Town and its officers from and against any and all claims or damages arising from the Contractor's performance of this Agreement, as well as actions or inactions during the course of this Agreement, by the Contractor or his employees.

VII. DAMAGE TO PROPERTY

The Contractor agrees to repair or replace any property that is damaged or destroyed as a result of the performance of this Agreement. In the event of damage to private or municipal property while performing the services listed in this contract, contractor agrees to immediately contact the affected Interlaken Town property owner and the Town Administrator.

VIII. PARTIES BOUND BY THIS AGREEMENT

This Agreement includes the entire understanding between the parties: there are no oral agreements or representations in connection with this Agreement. In witness whereof, the parties have signed this Agreement and represent that they have the express authority to enter in this Agreement on behalf of each party.

CONTRACTOR: Becker X, LLC

BY: 

DATE: 11/6/24

INTERLAKEN TOWN: Bart Smith, Interlaken Town Administrator

BY: 

DATE: 11/6/24

**GENERAL SERVICES AGREEMENT
BETWEEN
OWNER AND CONSULTANT
FOR
PROFESSIONAL SERVICES**

This is an Agreement effective as of September 19, 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: Greg Harrigan

Name: Greg Harrigan

Date Signed: September 26, 2024

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: Darin Robinson

Name: Darin Robinson

Date Signed: September 19, 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 19, 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 19, 2024.



Jones & DeMille
Engineering

www.jonesanddemille.com | 800.748.5275

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.

JONES & DEMILLE ENGINEERING, INC.

Signature

Title

Date

Signature

Title

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 84603
801.692.0219

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

7 South Main Street
Suite 314
Tocoele, 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 19, 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 one million dollars (\$1,000,000.00).

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 19, 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 19, 2024.

Consultant Services Hourly Rates as of June 1, 2024

ENGINEERING SERVICES

Principal	\$ 270.00
Senior Planner	\$ 220.00
Planner III	\$ 150.00
Planner II	\$ 130.00
Planner I	\$ 110.00
Structural Engineer	\$ 240.00
Senior Project Manager II	\$ 255.00
Senior Project Manager I	\$ 222.00
Project Manager III	\$ 200.00
Project Manager II	\$ 192.00
Project Manager I	\$ 175.00
Assistant Project Manager	\$ 150.00
Senior Project Engineer III	\$ 235.00
Senior Project Engineer II	\$ 183.00
Senior Project Engineer I	\$ 170.00
Project Engineer	\$ 160.00
Graduate Engineer IV	\$ 150.00
Graduate Engineer III	\$ 140.00
Graduate Engineer II	\$ 125.00
Graduate Engineer I	\$ 100.00

CONSTRUCTION SERVICES

Senior Construction Project Manager II	\$ 190.00
Senior Construction Project Manager I	\$ 175.00
Construction Project Manager II	\$ 155.00
Construction Project Manager I	\$ 140.00
Senior Construction Engineering Technician III	\$ 195.00
Senior Construction Engineering Technician II	\$ 170.00
Senior Construction Engineering Technician I	\$ 140.00
Construction Engineering Technician III	\$ 125.00
Construction Engineering Technician II	\$ 115.00
Construction Engineering Technician I	\$ 95.00
Construction Contract Specialist III	\$ 195.00
Construction Contract Specialist II	\$ 150.00
Construction Contract Specialist I	\$ 110.00

SURVEY/STAKING SERVICES

Professional Land Surveyor II	\$ 190.00
Professional Land Surveyor I	\$ 175.00
Survey Manager	\$ 160.00
Senior Survey Office Technician	\$ 150.00
Survey Office Technician	\$ 145.00
Survey Technician II	\$ 135.00
Survey Technician I	\$ 110.00

LAB/MATERIALS TESTING

Testing rates/fees – available upon request	
Senior Materials Technician	\$ 145.00
Materials Technician	\$ 90.00

ENVIRONMENTAL SERVICES

Environmental Project Manager	\$ 165.00
Environmental Scientist	\$ 144.00
Environmental Technician	\$ 100.00

ARCHITECTURAL SERVICES

Senior Architect	\$ 193.00
Project Architect	\$ 165.00
Assistant Project Manager	\$ 150.00
Architectural Designer III	\$ 145.00
Architectural Designer II	\$ 120.00
Architectural Designer I	\$ 110.00

CAD SERVICES

Senior CAD Designer II	\$ 202.00
Senior CAD Designer I	\$ 169.00
CAD Designer III	\$ 150.00
CAD Designer II	\$ 139.00
CAD Designer I	\$ 122.00
Senior CAD Technician	\$ 101.00
CAD Technician	\$ 95.00

GIS SERVICES

Senior GIS Specialist	\$ 172.00
GIS Specialist	\$ 137.00
GIS Technician	\$ 95.00

ADMINISTRATIVE

Project Accounting Manager	\$ 210.00
Project Accountant	\$ 115.00
Project Accounting Assistant	\$ 100.00
Marketing Manager	\$ 150.00
Marketing Assistant III	\$ 115.00
Marketing Assistant II	\$ 102.00
Marketing Assistant I	\$ 91.00
IT Manager	\$ 165.00
IT Specialist	\$ 145.00
Strategic & Communication Manager	\$ 219.00
Project Administrative Manager	\$ 163.00
Executive Project Assistant II	\$ 159.00
Executive Project Assistant I	\$ 125.00
Senior Project Administrative Assistant	\$ 98.00
Project Administrative Assistant	\$ 84.00
Website Specialist	\$ 115.00
Software Developer	\$ 260.00

INTERN SERVICES

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 19, 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.



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ASSIGNMENT ORDER

In accordance with the General Services Agreement Between Owner and Consultant, dated September 19, 2024 (“Agreement”), Owner and Consultant agree as follows:

1. **Specific Project Data.**

Project Title: Interlaken Town ▪ 2024-2025 Miscellaneous General Engineering Services (the “Assignment”)
Description: Professional engineering services

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. *Miscellaneous general engineering services as requested by Client for 2024-2025.*


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

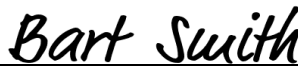
3. **Times for Rendering Services.** Consultant’s services will be performed by December 31, 2025.

4. **Payments to Consultant.** Owner shall pay Consultant for the above assignment as follows: Standard hourly rates with an estimated fee of \$24,000.

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 _____
CTO
Title _____
October 15, 2024
Date _____


Signature _____
Interlaken Town Administrator
Title _____
October 23, 2024
Date _____

2409-051

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