



Wasatch County Solid Waste Disposal Dist.
1891 West 3000 South
P.O. Box 69
Heber City, Utah 84032

October 27, 2020

Bart Smith
Bart Smith <interlakenclerk@gmail.com>
Re: Refuse collection for parcel: 20-7632

Dear Bart Smith:

Wasatch County Solid Waste Disposal District currently collects refuse in the area of the proposed Interlaken 236 Luzern Dumpster Site, Midway, UT. Your request for refuse collection service to the proposed Dumpster Site located at approximately 236 Luzern Road in Midway, Utah will be provided with 2* 8 yard dumpsters.

All private roads must be maintained for sufficient access. Roadways cannot be blocked on the days we empty the refuse containers.

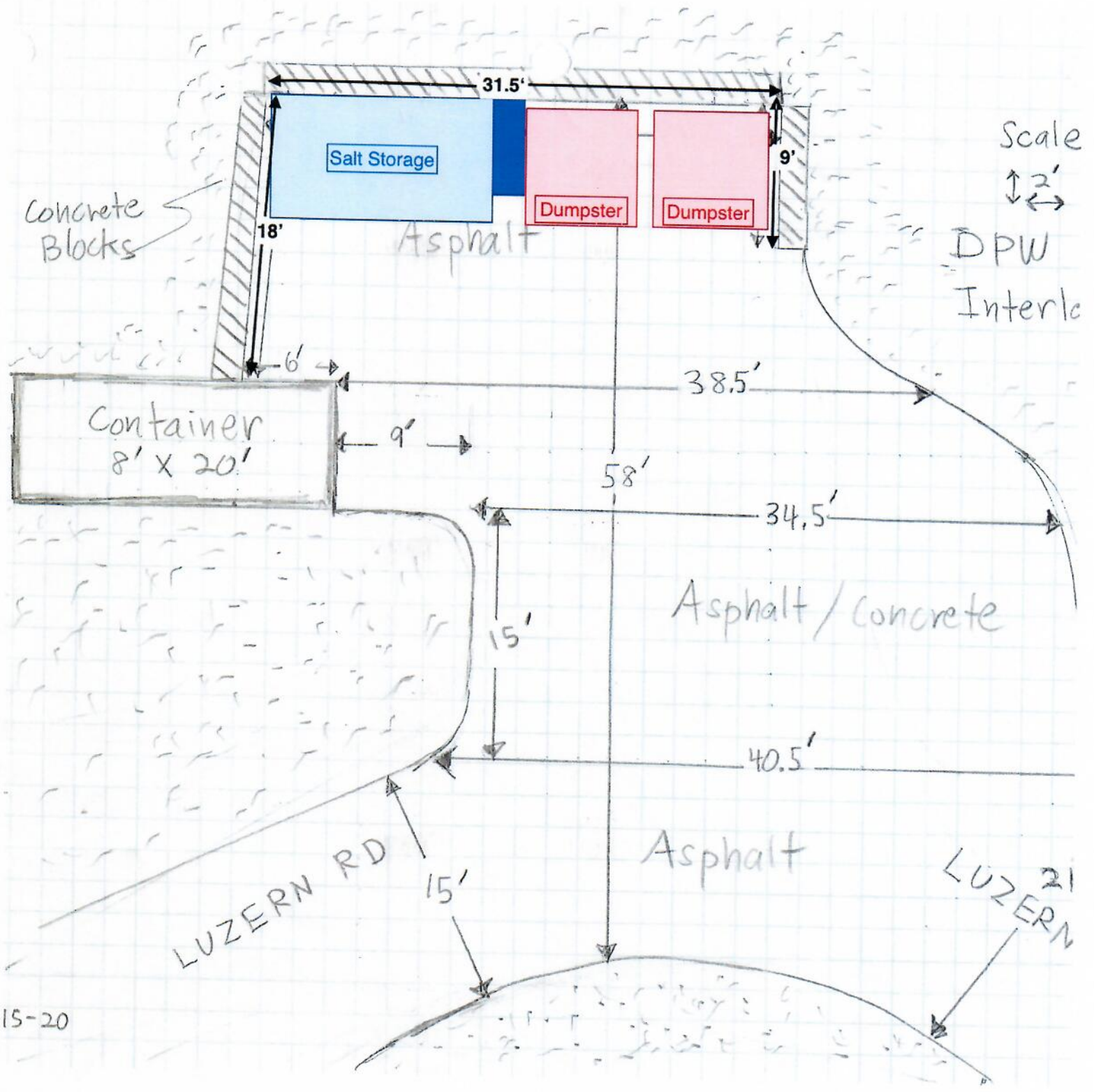
All residents of Wasatch County are required to have collection service whether full or part time residents. A setup fee must be paid at the time a building permit is issued.

This letter should also be included in your development agreement.

Sincerely,

Kelly Christensen
Wasatch County Solid Waste Disposal District
(435) 657-3280

mgiles@wasatch.utah.gov



15-20

DEVELOPMENT ACCESS AND ROAD MAINTENANCE AGREEMENT
ZENGERLAND DEVELOPMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Interlaken:

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

If to the Association:

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

If to the Developer:

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

If to Burgi Hill HOA:

[TBD]
Midway, UT 84049
Phone:
Email:

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

BY THE TOWN:

Interlaken Town

By: _____

Its: Mayor

Date: _____

BY THE ASSOCIATION:

The Reserve at Midway Homeowners Association, Inc.

By: _____

Its: _____

Date: _____

BY BURGI HILL HOA

By: _____

Its: _____

Date: _____

BY THE DEVELOPER

MVWatts, LLC

By: W&W MIDWAY, LLC

Its: Manager

By:

Name:

Its:

Date: _____

EXHIBIT A

Development Boundaries (Approximate)



EXHIBIT B

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

EXHIBIT C

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

EXHIBIT D

Interlaken Drive Approximate Shared Maintenance Area



EXHIBIT E

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

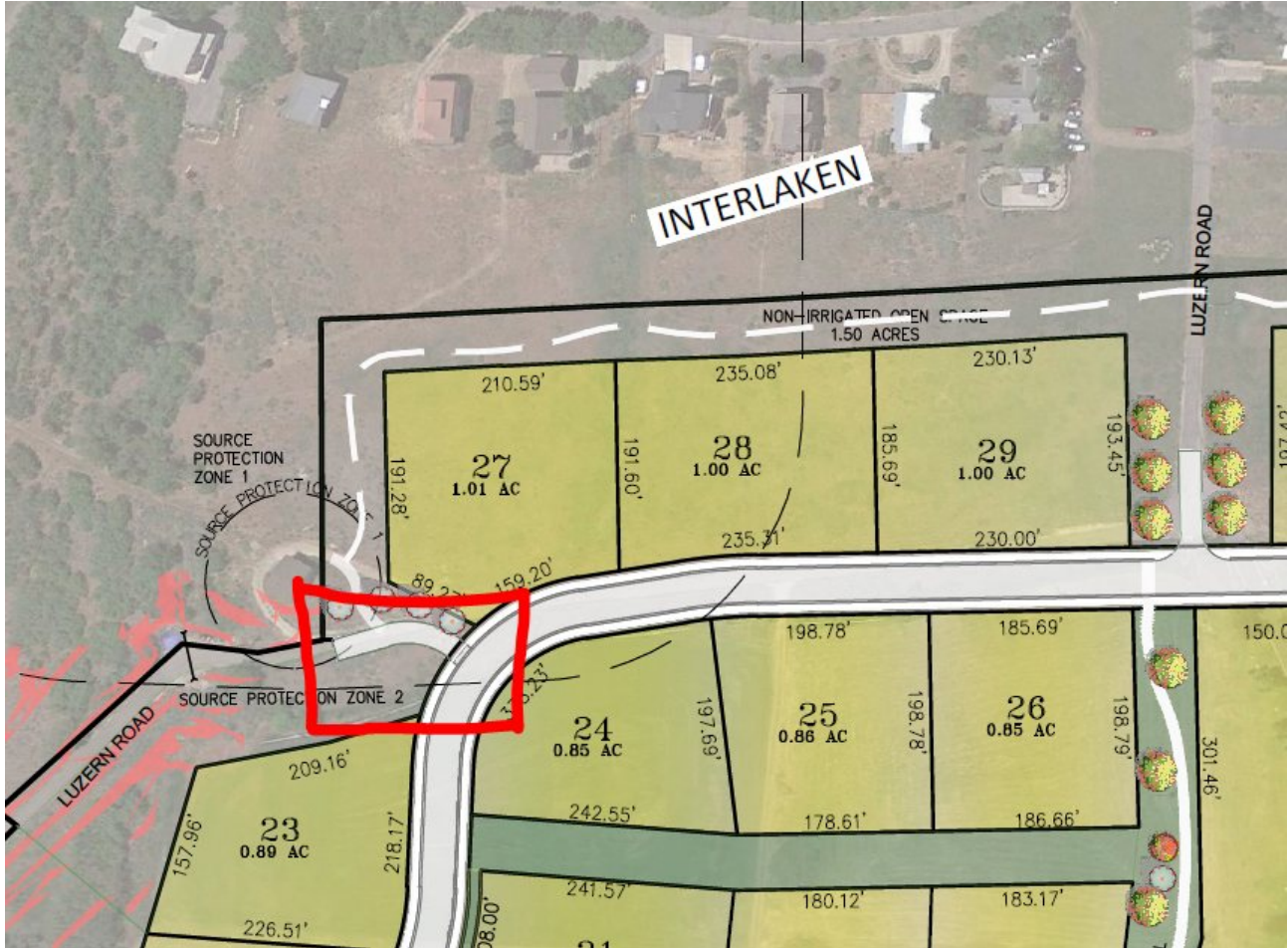


Exhibit F.
Burgi Hill HOA Agreement

| Lot # | Project Address/ Owner | Project Type & Project # | Permit Fees & Deposits Paid | Permit Issued | TOWN ENGINEER Project Status Update | Requires Town Clerk Assistance (i.e., Check on Fee & Deposit payments, Outstanding TO/Epic Invoice Status Payment, etc.)? | CO Issued | Comments |
|-------|---|--------------------------------------|--------------------------------------|------------------|--|---|---------------------|---|
| 112 | 324 W. Bern Way - Daines Property | New Residence (Epic # 18IKB001) | Yes | Yes | | Bart to check to see if any outstanding invoices are due to TO. | YES | Final CO Issued. Holding the Deposit until the Landscaping and Temp. Electric Service Panel and loose wiring is removed. These matters were addressed in October 2020. PC recommends Deposit return. |
| 115 | 330 W. Bern Way - Howard Property | New Residence (Epic # 16IKB002) | Yes | Yes | | | No | No Update. Ongoing. Contractors were identified to be improperly staging materials in ROW and not properly containing materials and wastes. PC to continue to monitor. Also they owe Epic for an inspection fee. The CO will be held to ensure the Owner pays this bill. |
| 198 | 253 Interlaken Dr - H.M. Ball Property | New Residence (Epic # 19IKB003) | Yes | Yes | | | No | Initial final inspection complete - during re-final will be requesting building occupancy. 4-way, Insulation, Solar, and Power to Panel inspections have taken place. Awaiting completion to perform final |
| 129 | 333 Interlaken Dr. - Chris Wilcox Property. | New Residence (Epic# 19IKB002) | Yes | Yes | | Bart to Check if all TO invoices were paid prior to returning portion of deposite. | Yes | Temp CO was issued. Still waiting for one final building code item to be complete. CO was issued by TO. Site driveway was paved with asphalt (so deposite for concrete work will no be needed). PC recommends some deposite be retained until final reseeding & planned landscaping is completed in Spring 2021. |
| 29 | 308 Interlaken Dr. - McNaughton/Beebe | Remodel Project (Epic # 19IKB004) | Yes | Yes | COMPLETED | Verified | Yes (by Epic) | No Update. Has Outstanding \$500 Fee that requires payment. CO Issied on 1/20/2020 by Epic |

| Lot # | Project Address/ Owner | Project Type & Project # | Permit Fees & Deposits Paid | Permit Issued | Project Status Update | Requires Town Clerk Assistance (i.e., Check on Fee & Deposit payments, Outstanding TO/Epic Invoice Status Payment, etc.)? | CO Issued | Comments |
|-------|---|---|--------------------------------------|------------------|--|---|--------------|---|
| 39 | 275 St. Moritz Rd. - Mason Osborne | Remodel Project (Epic # 19IKB007) | Yes | Yes | Progressing. Epic has performed the following inspections: footings, foundation, SWPP, and Admin. | | | Roof nailing and shear wall inspection complete and approved. Project progressing slowly. |
| 172 | 355 Bern Way - Ekstrom Project | New Landscaping & Retaining Wall Project | Yes | Yes | Site Disturbance Permit Issued | All Fees & Deposits were paid by the Owner for this project. | N/A | disturbance Permit. Proposed Poured Concrete Retaining Walls will require inspection by TO Engineers. Note: No CO is required for Landscaping projects). Customer request a Permit # |
| 65 | 315 Jungfrau Rd. - John Barton | Deck Extension & Carport Project (Epic# 19IKB009) | Yes | Yes | | Bart to issue a Permit # to Customer. | | No Update. Footing inspections complete for most of building. Carport only partially complete. Ongoing. Project owner appears to be self-performing ,ost of the work. |
| 111 | 257 Matterhorn Cir.- Kevin Parsons | New Residence (Project # to be issued by TO Engineers) | Yes | NO | | | | Temp power inspection complete - construction progressing. Footings, foundation and sub-rough plumbing inspections complete and approved. Concrete washout spillage onto town road ROW concerns were addressed. Contractor to relocate Jiffy John off ROW and a Construction Dumpster be provided on site. |
| 23 | 295 Jungfrau Hill Rd - Bill Vermazen | Renovation Project | Yes | NO | TO and PC submitted plan review commednts to the Owner on 6/22/2020. | | | Sub-rough plumbing inspectio complete. Construction progressing. Footings and foundation approved. Waiting for revised pans submission and Geotechnical Report. |
| 135 | 417 Interlaken Dr.- Thornock | Renovation Project | No | NO | | | | No update. Waiting for Fees and Plans Submittal. |

 **Good Financial News**



Bart Smith <interlakenclerk@gmail.com>

Wednesday, November 4, 2020 at 12:13 PM

To: O'Nan: Chuck S181 Grp B; Sue Onan; Bowen: Marge S175 Grp A; Greg Harrigan; Justin Hibbard

Hi All-

We will go over the town's finances in more depth at our next meeting on Monday 11/9, but I wanted to share some news.

We did apply for CARES act grant money last spring, and have received \$6,960 to date. The remaining funds will be released in a week or so, bringing our total CARES Act funding to \$20,115.

In the table below, I've provided a snapshot of FY2021 General Fund Revenue from selected State and County sources from July 1, 2020 through November 3, 2020. The table does not include our FEMA Grant Revenue or our annual water revenue – both of these revenue sources go into our water system accounts.

The **Current TOTAL** row includes all funds received as of 11/3/20.

The **FY2021 Budget** row is what the town budgeted for in FY2021.

The **Difference Budget – Current** is just the difference between these two rows.

The State CARES Act funding was not in our FY2021 Budget. When included, our budgeted revenue from these all outside government sources is approximately \$178,523.

Just for comparison, our budgeted Water Revenue Fund revenue, from our annual water billing, is approximately \$177,000.

These numbers really demonstrate the advantage we gained by becoming a town. Our County and State revenue sources will exceed revenue collected directly from our lot owners for water.

Even if you exclude the Wasatch County tax revenue, which is paid through our lot owners' property taxes, the town will collect over \$60K in additional funds from the state.

Add to that our FEMA grant revenue, in excess of \$50K, and you have roughly \$110K in state and federal funding the town will receive this fiscal year. This is on top of revenue collected from our lot owners.

That's good news for us all.

| FY2021 General Fund Revenue Report Selected Sources (11/3/2020) | | | | | |
|---|------------------------------|------------------------------|---------------------------|--------------------------------------|--------------------------|
| Zion General Fund Transaction | Wasatch County Tax Collected | B&C State Road Tax Collected | State Sales Tax Collected | State CARES Act Funds (not budgeted) | Total for all Categories |
| 10/22/20 | | | \$ 2,571.32 | | |
| 10/14/20 | \$ 6,128.48 | | | | |
| 9/25/20 | | | \$ 2,572.81 | | |
| 9/23/20 | \$ 494.92 | | | | |
| 9/14/20 | | \$ 2,853.30 | | | |
| 8/31/20 | | \$ 3,308.42 | | | |
| 8/27/20 | | | | \$ 6,960.00 | |
| 8/24/20 | | | \$ 2,649.01 | | |
| 8/17/20 | \$ 331.55 | | | | |
| 7/22/20 | | | \$ 2,242.03 | | |
| 7/20/20 | \$ 1,278.55 | | | | |
| Current TOTAL | \$ 8,233.50 | \$ 6,161.72 | \$ 10,035.17 | \$ 6,960.00 | \$ 31,390.39 |
| FY2021 Budget | \$ 118,000.00 | \$ 18,408.00 | \$ 22,000.00 | \$ 20,115.00 | \$ 178,523.00 |
| Difference Budget - Current | \$ 109,766.50 | \$ 12,246.28 | \$ 11,964.83 | \$ 13,155.00 | \$ 147,132.61 |

Bart Smith
Interlaken Town Clerk
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