### Subject: Traffic progress?

Date: Monday, August 31, 2020 at 6:52:21 PM Mountain Daylight Time

From: Steve Connor

To: Interlaken Clerk

Hi Bart,

As we briefly spoke of at Post Office I have been queried about progress with regard to actin requested some months ago.

As I forgot TC meeting the first Monday I didn't have an answer. It was suggested to me that the squeaky wheel gets the grease. Suggestions that I remember were stop signs at Luzern and Interlaken junction making a 3 way stop. Same with st Moritz and Interlaken dr. Change yield sign to stop sign at Jung Frau and st Moritz. And of course the stop sign at bottom of Jung Frau hill and Bern the myself and Next door neighbors favor.

Speed limit signs thru out town. Maybe trucks 15 mph at entrance to town.

I'm aware that speed bumps are on the way but signage would seem to be a priority

with winter approaching. Have speed bumps ready to go when spring hits?

Any help I can be when I'm around I'm ready to do.

I'll try and zoom in on next meeting. CRS permitting.

Thank you,

Steve Connor

Sent from my iPad

Subject: FW: Treetop Products Inc.: Quote# QUOTRE6691
Date: Tuesday, September 1, 2020 at 9:36:24 AM Mountain Daylight Time
From: Chuck O'nan
To: Bart Smith

From: TreeTop Products <info@treetopproducts.com>
Sent: Tuesday, September 1, 2020 8:45 AM
To: Chuck O'nan <conan@promontoryclub.com>
Subject: Treetop Products Inc.: Quote# QUOTRE6691

Dear Chuck Onan:

Thank you for your interest in Treetop Products Inc.. Below is the quote you have requested. Please advise if any changes are required or when you are ready to place the order.

We look forward to doing business with you.

Thank you,

Anthony Treetop Products Inc. Customer Service (866) 511-5642

Please review our company's Product Warranty, Shipping Policy, and Return Policy as stated at the bottom of our website: <u>www.treetopproducts.com</u> before placing your order.



Treetop Products Inc. 222 East State Street Batavia IL 60510 (866) 511-5642 info@treetopproducts.com



Account Number - 117096 Estimate # QUOTRE6691 9/1/2020

Customer

Chuck Onan Interlocken Town 333 Jungfrau Hill Rd Midway UT 84049 Ship To

Chuck Onan Interlocken Town 333 Jungfrau Hill Rd Midway UT 84049

Item	Qty	Rate	Amount
LIFTGATE Liftgate Fees	1	\$65.00	\$65.00
<b>3ZB3004</b> Premium Rubber Speed Bump System/ 14.5 Foot Speed Bump (3) 4.5' Sections + (2) End Caps	1	\$284.85	\$284.85
<b>3ZB3003</b> Premium Rubber Speed Bump System/ 10 Foot Speed Bump (2) 4.5' Sections + (2) End Caps	3	\$198.85	\$596.55
<b>3ZB3002</b> Premium Rubber Speed Bump System/ 6 Foot Speed Bump (1) 4.5' Section + (2) End Caps	3	\$114.85	\$344.55
Subtotal			\$1,290.95
Tax Total (%)			\$91.95
Shipping			\$340.63
Total			\$1,723.53

# PRICING FOR THIS QUOTE IS LOCKED IN FOR 30 DAYS



# Traffic Safety Rentals Inc.

P.O. Box 150391 Ogden, UT 84415 801-627-1970 Fax 801-627-6955

# QUOTATION

Quote Date	Quote ID	
8/17/2020	Interlaken City	

Valid Through: 9/16/2020

## Greg Harrigan/Interlaken

Job Location: Sales Items Midway Quote Created By: Brad Clark

Email: interlaken.mayor@gmail.com

Item Description	Price	UOM	Qty/Day	Days	Total Qty.	Total
Freight per each Speed Bump	\$19.50	Per Each	1	1	1	\$19.50
Blk Rubber Speed Bump, 6' w/yellow stripes	\$65.80	Per Each	1	1	1	\$65.80
Rebar Spike Install Hardware for Asphalt	\$5.25	Per Each	4	1	4	\$21.00
Note: The * indicates taxable items. EQUIPMENT				UIPMENT	\$0.00	
			<b>ONE TIME CHARGES</b>			\$106.30
Freight charge is an estimate based on ordering 10 Speed Bumps			LABOR			\$0.00
Pricing subject to availability of quoted items.			SUBTOTAL			\$106.30
			<b>SALES TAX (7.25%)</b>			\$0.00
				QUO	<b>TE TOTAL</b>	\$106.30
				TOTAL PER DAY		

Scope: Contractor to maintain traffic control throughout duration of project.

This is for estimating purposes only, contractor needs to determine actual work days and equipment needed.

Equipment pricing is based on availability.

Excluded: Flaggers

After Hours time is not included

Inspections are not included

Add'I Terms: Any attorney fees to go through a contract, insurance fees or any additional fees that need to be added to meet these job requirements will be added to this bid as an add on cost. Invoices are payable with Terms of Net 30 Days. COD must be paid in advance.

Any additional equipment added to the job site will be billed separately.

Customer is responsible for lost and damaged equipment.

# Quote For: Greg Harrigan/Interlaken - Quote ID: Interlaken City (cont.)

	8/17/2020	Accepted By:	
Brad Clark	Date	Signature	Date
Traffic Safety Rentals Inc.			
		Print Name	
Visit Our Website at www.trafficsafet	yrentals.com		
	-	Title	
		Company	



# INTERLAKEN ENFORCEMENT



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

# ENCROACHMENT PERMIT IN INTERLAKEN TOWN RIGHT-OF-WAY

355 Bern Way (street address).

THIS AGREEMENT is made by and between INTERLAKEN TOWN (*Town*) and  $\underline{James P. \underline{Eksfom}}$  (*Licensee(s*)) to set forth the terms and conditions under which the Town will permit the Licensee to build, maintain, and use certain improvements within the Town property and right-of-way at  $\underline{355BemMay}$  (street address), Midway, Utah. Subject to the following terms and conditions of this agreement, Licensee shall have the right to construct and maintain

<u>Retaining Wall</u> within the Town right-of-way of <u>Bern Way</u> (street name).

1. This encroachment agreement shall be appurtenant to the following described property:

This agreement is not transferable to other property, but is freely transferable with the title to this lot. The license and conditions as stated in the agreement, are binding on the successors in title or interest of Licensee(s).

2. The improvements permitted within the street right-of-way shall consist of <u>boulder</u> <u>retaining</u> <u>wall</u>. Attach a scaled drawing, labeled as ATTACHMENT 'A', showing the improvements and the location of all related elements, on 8 1/2 "x 11" or 11"x 17" paper. No modifications to the improvements may be made without prior written permission from Interlaken Town.

3. The Town may, at some future date, elect to make improvements to <u>Servicay</u> (street name) at this location and widen the streets to full width of the right-of-way and Town property and/or to install utilities (or allow such installation by franchised utilities). To the extent that any improvements or utility work requires the removal, relocation, replacement, and/or destruction of the improvements the Licensee(s) may have been using within the Town property right-of-way, the Licensee(s) waives any right to compensation for the loss of improvements and loss of the use of the street right-of-way and/or change in the grade and elevation of the street. The Town reserves the right to require the Licensee(s), at the Town's sole discretion, to remove the improvements constructed within the Town's right-ofway, and restore said right-of-way as Town road consistent with the condition of said road adjacent to the Licensee's improvements. This waiver of compensation, in the event the improvements are removed for any reason whatsoever in the sole determination of Interlaken, is the consideration given for the granting of this encroachment permit. 4. Prior to installing Town improvements in, along or adjacent to the street or installing utilities in a manner that will require the removal or relocation of the improvements, the Town will endeavor to give the Licensee(s) sixty (60) days notice, in which time the Licensee(s) shall make adjustments and remodel the improvements as necessary to accommodate the changes in the street width, utilities, and-or grade at the Licensee(s) cost. Interlaken Town and its franchised utilities will attempt to save as much of the Licensee(s) improvements as possible but in no way guarantees any salvage value whatsoever.

5. No permanent right, title, or interest of any kind shall vest in the Licensee(s) in the street right-of- way by virtue of this agreement. The property interest hereby created is a revocable license, and not an easement or other perpetual interest. No interest shall be perfected under the doctrines of adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use hereby permitted is entirely permissive in nature.

6. The Licensee(s) or his/her successor shall maintain the improvements in a good state of repair at all times, and upon notice from the Town, will repair any damaged, weakened, or failed sections at the Licensee's expense. The Licensee(s) agree(s) to hold the Town harmless and indemnify the Town for any and all claims which might arise from third parties, who are injured, death, loss or damage arising as a result of the Licensee's use of the right-of-way for private purposes, or from the failure of the Licensee's improvements.

7. This agreement shall be in effect until the license is revoked by the Town. Revocation shall be affected by the Town recording a notice of revocation with the Wasatch County Recorder and sending notice to Licensee or the Licensee's successor.

8. This agreement constitutes the entire agreement between the parties and may be amended only by written agreement properly executed by the parties. No verbal instructions, understandings, etc., nor letters or documents signed by one of the parties shall be permitted to operate as an amendment to this agreement.

#### [THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

### **INTERLAKEN TOWN**

DATED this \_\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Interlaken Town Mayor Gregory Harrigan

(signature)

LICENSEE James P. Ekstrom Licensee's Name (Printed) \*Licensee's Signature 509 Hoskins Broadway, El Campo, TX 77437 Jekstron @eksent.com Mailing Address Email Address or Phone Number)

\*If doing business as an LLC proof must be provided that the signatory can sign for the LLC.

STATE OF UTAH ) Wharton ss

COUNTY OF WASATCH )

On the <u>3</u> day of <u>August</u>, 20<u>20</u>, <u>August P. Ekstern</u> personally appeared before me <u>Caunable R. Creunelly</u> who, being first duly sworn and upon oath, and in full recognition of the penalty for perjury in the State of Utah, did acknowledged to me that she/he is the Owner(s) of the property or, if the Owner(s) is a Corporation, that she/he is an authorized representative of the Corporation, and that she/he signed the foregoing instrument on their behalf.

