**Subject:** Re: Town Council 2023 Election Update and Council Opening
**Date:** Friday, October 20, 2023 at 1:41:15 PM Mountain Daylight Time
**From:** Erin Merryweather
**To:** Interlaken Clerk

To whom it may concern,

I would like to volunteer for the vacancy on the town council. I am a registered voter and moved to Interlaken in April of 2020. I have lived in the Heber valley since 1995. I have served on the school board at Soldier Hollow Charter School, a public charter school located in Charleston, Utah for the past 8 years. I have served as treasurer, chair and vice chair in that timeframe. I am a Family Nurse Practitioner working in a psychiatric treatment center in Orem. I am also currently a Colonel in the US Army Reserve and have served over 20 years with 18 months on active duty. Please let me know if you have any further questions.

Thank you for your consideration,

Erin Merryweather
307 W Interlaken Dr.

On Thu, Oct 12, 2023 at 9:52 AM Interlaken Clerk <interlakenclerk@gmail.com> wrote:

> Hi Erin – no need to submit a candidacy declaration form since you would not be going through an election process.
>
> All you need to do for now is submit a letter of interest to me, confirming your eligibility:
>
> - Registered voter in state of Utah
> - Interlaken resident for at least 12 consecutive months
>
> Add anything regarding your experience and qualifications that would serve you in the council position, and a little background.
>
> Thanks so much – I really appreciate your willingness to volunteer.
>
> Bart Smith
>
> Interlaken Town Administrator
>
> (435) 565-3812
>
> ---
>
> **From:** Erin Merryweather <stormcloudltc@gmail.com>
> **Date:** Thursday, October 12, 2023 at 9:46 AM
> **To:** Interlaken Clerk <interlakenclerk@gmail.com>

# TITLE 02 MUNICIPAL GOVERNMENT

*Revised January 08, 2018*

**Section 2.02.070 Conduct of Members of the Town Council**

A. The Mayor and members of the Town Council shall prepare themselves for hearings and meetings.

B. The Mayor and members of the Town Council shall attend at least 60 percent of the Town Council meetings within a calendar year, unless excused by the Mayor or Mayor Pro-tem. Failure to do so may be deemed by the Town Council as cause for resignation by the member of the Town Council.

C. Town Council members shall comply with the current version of the Utah Officers and Employees Ethics Act as amended.

Wave Ad: 11/15/23
Next TC Meeting: 12/5/23

**Section 2.07.040 Vacancies in Office of Mayor or Council Member**

A. In accordance with Utah Code as amended, if any vacancy occurs in the office of Mayor or the Town Council, the governing body shall appoint a registered voter in the Town to fill the unexpired term of office vacated until the January following the next municipal election. Before acting to fill the vacancy, the governing body shall give public notice of the vacancy at least two weeks before the Town Council meets to fill the vacancy, and identify in the notice the date, time, and place of the meeting where the vacancy will be filled, and provide information regarding the person to whom a person interested in being appointed to fill the vacancy may submit their name for consideration and any deadline for submittal.

B. If, for any reason, the governing body does not fill the vacancy within 30 days after the vacancy occurs, the Town Council shall vote upon the names that have been submitted. The two persons having the highest number of votes shall come before the governing body and the Town Council shall vote again. If neither candidate receives a majority vote of the governing body at that time, the vacancy shall be filled by lot in the presence of the Town Council.

C. A vacancy in the office of Mayor or Council member shall be filled by an interim appointment, followed by an election to fill a two-year term, if:
1. The vacancy occurs or a letter of resignation is received by the governing body at least 14 days before the deadline for filing for election in an odd numbered year; and
2. Two years of the vacated term will remain after the first Monday in January following the next municipal election.
3. The public election shall be conducted according to the requirement and procedures of Utah Code.

*2023-11-01 Interlaken Town Shared Road Area Calculations*

| Length Measurements - Interlaken Drive - 11/1/2023 | | | | | | | |
|---|---|---|---|---|---|---|---|
| **From** | **To** | **Direction** | **Distance (ft)** | **Width (ft)** | **Sq Footage** | **Sq Yards** | **Description** |
| E. Valais Parkway - southern edge | E. Altamont Dr - southern edge | North | 2,175 | 27 | 58,725 | 6,525 | |
| E. Valais Parkway - southern edge | E. Saddle Dr. - northern edge | North | 2,695 | 27 | 72,765 | 8,085 | |
| E. Saddle Dr. - northern edge | E. Altamont Dr - northern edge | South | 463 | 27 | 12,501 | 1,389 | |
| E. Saddle Dr. - northern edge | E. Altamont Dr - southern edge | South | 571 | 27 | 15,417 | 1,713 | |
| E. Saddle Dr. - northern edge | Center Driveway - old cattle guard | South | 2,135 | 27 | 57,645 | 6,405 | |
| E. Saddle Dr. - northern edge | E. Valais Parkway - northern edge | South | 2,652 | 27 | 71,604 | 7,956 | |
| E. Saddle Dr. - northern edge | E. Valais Parkway - southern edge | South | 2,710 | 27 | 73,170 | 8,130 | Shared BHR Road |

| Calculations | | | | | | | |
|---|---|---|---|---|---|---|---|
| **From** | **To** | **Direction** | **Distance (ft)** | **Width (ft)** | **Sq Footage** | **Sq Yards** | **Description** |
| E. Altamont Dr - northern edge | E. Valais Parkway - southern edge | South | 2,247 | 27 | 60,669 | 6,741 | Shared Reserves Road |
| Section of Luzern Rd Replaced by Reserves Development | | East-West | 664 | 14 | 9,296 | 1,033 | |
| TAMS 2019 Area Calculation - within Interlaken | | | | | 271,656 | 30,184 | |
| Current Interlaken Road System - within Interlaken | | | | | 262,360 | 29,151 | Interlaken Interior Roads |

| Width Measurements - Interlaken Drive - 11/1/23 | |
|---|---|
| **Location** | **Width (ft)** |
| Valais Parking Lot | 27 |
| Old cattle guard - driveway | 27 |
| Apex corner new asphalt below power box | 30 |
| Power box | 27 |
| Pullout old dumpster | 27 |
| Corner below Saddle Dr. wide section | 33 |
| Across BHR entrance | 27 |

| Summary - BHR Shared Road Surface Area Percentage | | |
|---|---|---|
| % BHR Shared Road Surface for RMA Calculations - pre Reserves | 20.35% | Summit Engineering Calculations 11/14/18, prior to Reserves development |
| % BHR Shared Road Surface for RMA Calculations - post Reserves | 21.81% | Using TAMS 2019 Calculations and 11/1/23 Measurements, after Reserves re-routing |

| Date | Violation | Fine Amount | Fine Paid | Watts Check# |
|---|---|---|---|---|
| 10/4/23 | 2023-1004A | $50.00 | $50.00 | 64672 |
| 10/4/23 | 2023-1004B | $50.00 | $50.00 | 64672 |
| 10/4/23 | 2023-1004C | $50.00 | $50.00 | 64672 |
| 10/6/23 | 2023-1006A | $50.00 | $50.00 | 64757 |
| 10/6/23 | 2023-1006B | $50.00 | $50.00 | 64757 |
| 10/6/23 | 2023-1006C | $50.00 | $50.00 | 64757 |
| 10/19/23 | 2023-1019A | $50.00 | $50.00 | 64823 |
| 10/19/23 | 2023-1019B | $50.00 | | |
| 10/19/23 | 2023-1019C | $50.00 | $50.00 | 64844 |
| 10/19/23 | 2023-1019D | $50.00 | $50.00 | 64844 |
| 10/23/23 | 2023-1023A | $50.00 | $50.00 | 64844 |
| 10/23/23 | 2023-1023B | $50.00 | $50.00 | 64844 |
| 10/23/23 | 2023-1023C | $50.00 | $50.00 | 64844 |
| 10/24/23 | 2023-1024A | $50.00 | $50.00 | 64844 |
| 11/1/24 | 2023-1101A | $50.00 | | |

| | | |
|---|---|---|
| **TOTAL** | **$750.00** | **$650.00** |

| Oct | | Interlaken Town Statement of Revenue and Expense | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Oct, 2023 | | | | | | | | | | | |
| | | 1058 | | 1520 | | 1330 | | 4574 | | 1678 | | 2681 | |
| | | Water Bond Sinking | | Water Revenue | | Water Reserve | | Transportation Reserve | | Building | | General | |
| | | Actual | Budget | Actual | Budget | Actual | Budget | Actual | Budget | Actual | Budget | Actual | Budget |
| | **Revenue - All Accounts** | | | | | | | | | | | | |
| 5 | Annual Wasatch County Tax Assessment | | $ - | | $ - | | $ - | | $ - | | $ - | $ 246 | $ 187,000 |
| 6 | Prior Year Assessments | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| 7 | Late Fees - Assessments (all years) | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| 8 | 1% State Sales Tax (estimate) | | $ - | | $ - | | $ - | | $ - | | $ - | $ 2,457 | $ 32,000 |
| all | Interest Income | $ 40 | $ 50 | $ 20 | $ 22 | $ 106 | $ 80 | | $ 100 | $ 16 | $ 20 | $ 13 | $ 30 |
| 12 | ~~New Owner Transfer Fees~~ | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| 13 | B&C Road Tax (estimate) | | $ - | | $ - | | $ - | | $ - | | $ - | | $ 22,000 |
| 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 | | $ - | | $ - | | $ - | | $ - | | $ - | $ 300 | $ - |
| 73a | Revenue from BHR Settlement | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| 73b | Revenue from Federal & State Transportation System Grants | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| 92 | Annual Water Utility Base Fees | | $ - | $ 243 | $ 173,000 | | $ - | | $ - | | $ - | | $ - |
| 95 | Metered Water Overages | | $ - | | $ 4,000 | | $ - | | $ - | | $ - | | $ - |
| 95a | Water Connect Fee | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| 95b | Water Billing Late Fees | | $ - | | $ 100 | | $ - | | $ - | | $ - | | $ - |
| 95c | New Owner Transfer Fees | | $ - | | $ 300 | | $ - | | $ - | | $ - | | $ - |
| 95d | | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| 95e | | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| 150 | Revenue from Federal & State Water System Grants | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| 169 | Building Permit Application Fees (varies with application) | | $ - | | $ - | | $ - | | $ - | $ 150 | $ 1,800 | | $ - |
| 170 | Water Connect Fees | | $ - | | $ - | | $ - | | $ - | | $ 1,000 | | $ - |
| 171 | Road Impact Fees | | $ - | | $ - | | $ - | | $ - | | $ 7,500 | | $ - |
| 172 | Damage Deposits - Refundable | | $ - | | $ - | | $ - | | $ - | $ 4,000 | $ 7,500 | | $ - |
| 173 | Completion Deposits - Refundable | | $ - | | $ - | | $ - | | $ - | $ 2,000 | $ 4,500 | | $ - |
| 173a | Plan Review & Inspections (Town Engineer) | | $ - | | $ - | | $ - | | $ - | $ 250 | $ 15,000 | | $ - |
| 173b | Variance Application Fees | | $ - | | $ - | | $ - | | $ - | | $ 240 | | $ - |
| | **Total Revenue** | **$ 40** | **$ 50** | **$ 263** | **$ 177,422** | **$ 106** | **$ 80** | **$ -** | **$ 100** | **$ 6,416** | **$ 37,560** | **$ 3,016** | **$ 241,030** |
| | | | | | | | | | | | | | |
| | **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) | | $ - | | $ - | | $ - | | $ - | | $ - | | $ 45,000 |
| 21 | Transfer from Transportation Reserve Fund for Capital expenses | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| | **Transfers out of General Fund** | | | | | | | | | | | | |
| 28 | Transfer to Transportation Reserve of B&C Road Tax | | $ - | | $ - | | $ - | | $ - | | $ - | | $ (22,000) |
| 29 | Transfer to Transportation Reserve Capital Improvements | | $ - | | $ - | | $ - | | $ - | | $ - | | $ (35,000) |
| 30 | Transfer to Building Fund | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| | **Transfers into Water Revenue Fund (Checking)** | | | | | | | | | | | | |
| 100 | Transfer from Building Fund (Water Connect Fees) | | $ - | | $ 1,000 | | $ - | | $ - | | $ - | | $ - |
| 101 | Transfer from Bond Sinking Fund for current year Water Bond payment | | $ - | | $ 82,533 | | $ - | | $ - | | $ - | | $ - |
| 102 | Transfer from Water Reserve Fund for Capital Improvements | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| | **Transfers out of Water Revenue Fund** | | | | | | | | | | | | |
| 105 | Transfer to Water System Reserve Capital Fund | | $ - | | $ (78,275) | | $ - | | $ - | | $ - | | $ - |
| 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 | | $ - | | $ (45,000) | | $ - | | $ - | | $ - | | $ - |
| | **Transfers into Transportation Reserve Fund** | | | | | | | | | | | | |
| 77 | Transfer from General B&C Road Tax to Transportation Reserve Fund | | $ - | | $ - | | $ - | | $ 22,000 | | $ - | | $ - |
| 78 | Transfer to Transportation Reserve Fund for Capital Improvements | | $ - | | $ - | | $ - | | $ 35,000 | | $ - | | $ - |
| 80 | Transfer from Building Fund of Road Impact Fee | | $ - | | $ - | | $ - | | $ 7,500 | | $ - | | $ - |

| Oct | | Interlaken Town Statement of Revenue and Expense | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Oct, 2023 | | | | | | | | | | | |
| | | 1058 | | 1520 | | 1330 | | 4574 | | 1678 | | 2681 | |
| | | Water Bond Sinking | | Water Revenue | | Water Reserve | | Transportation Reserve | | Building | | General | |
| | | Actual | Budget | 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 | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| | **Transfers into Water System Capital Reserves Fund** | | | | | | | | | | | | |
| 154 | Transfer from Water Revenue Fund | | $ - | | $ - | | $ 78,275 | | $ - | | $ - | | $ - |
| 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 | | $ - | | $ - | | $ - | | $ - | | $ (1,000) | | $ - |
| 182 | Transfer to Transportation Reserve Fund - Road Impact Fees | | $ - | | $ - | | $ - | | $ - | | $ (7,500) | | $ - |
| | **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 | | $ (82,533) | | $ - | | $ - | | $ - | | $ - | | $ - |
| | **Total Transfers Between Funds** | **$ -** | **$ (82,533)** | **$ -** | **$ (39,742)** | **$ -** | **$ 78,275** | **$ -** | **$ 64,500** | **$ -** | **$ (10,300)** | **$ -** | **$ (10,200)** |
| | | | | | | | | | | | | | |
| | **General Fund Expenses** | | | | | | | | | | | | |
| | **Administrative Expense** | | | | | | | | | | | | |
| 37 | Commissions, Committee, Council Mtg Expense | | $ - | | $ - | | $ - | | $ - | | $ - | | $ (1,000) |
| 38 | Town Clerk & Webmaster | | $ - | | $ - | | $ - | | $ - | | $ - | $ (5,563) | $ (55,000) |
| 39 | Association Memberships | | $ - | | $ - | | $ - | | $ - | | $ - | $ (269) | $ (1,000) |
| 40 | Web Hosting & IT Services (WIX,GoDaddy,Zoom,Dropbox,ViaSat,Calling Post) | | $ - | | $ - | | $ - | | $ - | | $ - | $ (96) | $ (1,500) |
| 40a | Town Council Equipment & Supplies | | $ - | | $ - | | $ - | | $ - | | $ - | $ (1,182) | $ (500) |
| 41 | Meeting Advertising | | $ - | | $ - | | $ - | | $ - | | $ - | | $ (200) |
| 42 | Bookkeeping, Accounting, CPA Fees | | $ - | | $ - | | $ - | | $ - | | $ - | | $ (13,000) |
| 43 | Bank Charges | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| 44 | Town Attorney | | $ - | | $ - | | $ - | | $ - | | $ - | $ (1,155) | $ (10,000) |
| 44a | Attorney fees for BHR settlement | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| 45a | Animal Control through Interlocal Agreement w/ Heber City | | $ - | | $ - | | $ - | | $ - | | $ - | | $ (5,000) |
| 45b | Municipal Election Balloting & Noticing | | $ - | | $ - | | $ - | | $ - | | $ - | | $ (200) |
| 46 | Misc. Admin. Expenses | | $ - | | $ - | | $ - | | $ - | | $ - | | $ (500) |
| 47 | Insurance | | $ - | | $ - | | $ - | | $ - | | $ - | | $ (5,000) |
| 48 | Office Supplies (postage + supplies) | | $ - | | $ - | | $ - | | $ - | | $ - | | $ (1,500) |
| 49 | Building Inspector | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| 51 | Additional Consulting Fees (Codifiers, etc.) | | $ - | | $ - | | $ - | | $ - | | $ - | | $ (2,000) |
| 51a | Federal IRS Payroll Taxes | | $ - | | $ - | | $ - | | $ - | | $ - | $ (361) | $ (5,500) |
| 51b | CARES Act - WCFD Fire Mitigation | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| 51c | Safety and Enforcement (Wasatch County Sheriff Agreement) | | $ - | | $ - | | $ - | | $ - | | $ - | | $ (10,500) |
| 51d | | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| | **Total Administrative Expenses** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ (8,626)** | **$ (112,400)** |
| | | | | | | | | | | | | | |
| | **Annual Road Maintenance Expense from General Fund** | | | | | | | | | | | | |
| 55 | Annual Road Repair & Maintenance | | $ - | | $ - | | $ - | | $ - | | $ - | | $ (60,000) |
| 56 | Additional Contract Services | | $ - | | $ - | | $ - | | $ - | | $ - | $ (527) | $ (3,000) |
| 56a | Road Signage | | $ - | | $ - | | $ - | | $ - | | $ - | | $ (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 | | $ - | | $ - | | $ - | | $ - | | $ - | $ (7,400) | $ (12,000) |
| 59 | **Annual Road Capital Expenses** | | | | | | | | | | | | |
| 60 | Capital Investment in Roads | | $ - | | $ - | | $ - | | $ - | | $ - | | $ (25,000) |

| Oct | | Interlaken Town Statement of Revenue and Expense | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Oct, 2023 | | | | | | | | | | | |
| | | 1058 | | 1520 | | 1330 | | 4574 | | 1678 | | 2681 | |
| | | Water Bond Sinking | | Water Revenue | | Water Reserve | | Transportation Reserve | | Building | | General | |
| | | Actual | Budget | Actual | Budget | Actual | Budget | Actual | Budget | Actual | Budget | Actual | Budget |
| 60a | **DPW Expenses** | | | | | | | | | | | | |
| 60b | DPW Site Construction - Capital Investment | | $ - | | $ - | | $ - | | $ - | | $ - | | $ (2,000) |
| 60c | Annual DPW Site Maintenance Expenses | | $ - | | $ - | | $ - | | $ - | | $ - | | $ (500) |
| 61 | **Total Road Maintenance, Capital Improvements, DPW Expenses** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ (7,927)** | **$ (170,500)** |
| | | | | | | | | | | | | | |
| | **Total General Fund Expenses** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ (16,553)** | **$ (282,900)** |
| | | | | | | | | | | | | | |
| | **Water Revenue Fund Expenses** | | | | | | | | | | | | |
| | **Bond Payment** | | | | | | | | | | | | |
| 114 | Water Bond Payment, Due annually in January | | $ - | | $ (78,275) | | $ - | | $ - | | $ - | | $ - |
| 115 | **Operating Expenses** | | | | | | | | | | | | |
| 116 | Payroll - Water Masters | | $ - | $ (1,803) | $ (26,400) | | $ - | | $ - | | $ - | | $ - |
| 117 | Meter Repair/Replacement, Water System Equipment, Supplies | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| 118 | Chemicals & Monitoring | | $ - | $ (50) | $ (800) | | $ - | | $ - | | $ - | | $ - |
| 119 | Telemetry System Operating Costs | | $ - | | $ (2,700) | | $ - | | $ - | | $ - | | $ - |
| 120 | Water Share Fee, Education, etc. | | $ - | | $ (450) | | $ - | | $ - | | $ - | | $ - |
| 121 | Gas Heat | | $ - | $ (23) | $ (1,200) | | $ - | | $ - | | $ - | | $ - |
| 122 | Electricity | | $ - | $ (795) | $ (7,000) | | $ - | | $ - | | $ - | | $ - |
| 123 | Payroll Taxes - Water Masters - State & Federal 941 | | $ - | $ (267) | $ (4,000) | | $ - | | $ - | | $ - | | $ - |
| 123a | Workman's Comp Insurance for Water Master | | $ - | $ (21) | $ (1,200) | | $ - | | $ - | | $ - | | $ - |
| 123b | Misc. Water Expenses | | $ - | $ (442) | $ (1,500) | | $ - | | $ - | | $ - | | $ - |
| 123c | | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| 123d | | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| 123e | **Capital Investment in Water System** | | | | | | | | | | | | |
| 123f | Purchase of Generator and Installation | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| 123g | Pump Replacements, Telemetry System, Meter Upgrades | | $ - | | $ (40,000) | | $ - | | $ - | | $ - | | $ - |
| 124 | **Repair and Maintenance** | | | | | | | | | | | | |
| 125 | Additional Contract Services - Tank Main., Rate Studies, Consults | | $ - | | $ (4,000) | | $ - | | $ - | | $ - | | $ - |
| 126 | Annual Generator Maintenance | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| 126a | General Water System Maintenance & Repair | | $ - | | $ (5,000) | | $ - | | $ - | | $ - | | $ - |
| | **Total Water Revenue Fund Expenses** | **$ -** | **$ -** | **$ (3,401)** | **$ (172,525)** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| | | | | | | | | | | | | | |
| | **Building Fund Expenses** | | | | | | | | | | | | |
| 187 | Refunds of Damage Deposits | | $ - | | $ - | | $ - | | $ - | | $ (5,000) | | $ - |
| 188 | Refunds of Completion Deposits | | $ - | | $ - | | $ - | | $ - | | $ (3,000) | | $ - |
| 188a | Plan Review & Inspections (Town Engineer) | | $ - | | $ - | | $ - | | $ - | $ (1,853) | $ (12,000) | | $ - |
| 188b | Additional Contractual Services (Town Engineer) | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| 188c | Plan Review by Planning Commission | | $ - | | $ - | | $ - | | $ - | | $ (450) | | $ - |
| | **Total Building Fund Expenses** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ (1,853)** | **$ (20,450)** | **$ -** | **$ -** |
| | | | | | | | | | | | | | |
| | **Total Expenses (General, Water Revenue, Building)** | **$ -** | **$ -** | **$ (3,401)** | **$ (172,525)** | **$ -** | **$ -** | **$ -** | **$ -** | **$ (1,853)** | **$ (20,450)** | **$ (16,553)** | **$ (282,900)** |
| | | | | | | | | | | | | | |
| | **Net Change in Balance (Revenue+Transfers+Expenses)** | **$ 40** | **$ (82,483)** | **$ (3,138)** | **$ (34,845)** | **$ 106** | **$ 78,355** | **$ -** | **$ 64,600** | **$ 4,563** | **$ 6,810** | **$ (13,537)** | **$ (52,070)** |
| | Add: Beginning Balance | $ 82,629 | $ 82,516 | $ 154,455 | $ 203,008 | $ 160,449 | $ 160,150 | | $ 233,277 | $ 119,577 | $ 114,990 | $ 104,763 | $ 161,468 |
| | Rounding Adjustment | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| | **Ending Balance** | **$ 82,669** | **$ 33** | **$ 151,316** | **$ 168,163** | **$ 160,555** | **$ 238,505** | **$ -** | **$ 297,877** | **$ 124,140** | **$ 121,800** | **$ 91,226** | **$ 109,398** |

| July through October 2023 | | Interlaken Town Statement of Revenue and Expense | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | July through October 2023, FY2024 | | | | | | | | | | | |
| | | 1058 | | 1520 | | 1330 | | 4574 | | 1678 | | 2681 | |
| | | Water Bond Sinking | | Water Revenue | | Water Reserve | | Transportation Reserve | | Building | | General | |
| | | Actual | Budget | Actual | Budget | Actual | Budget | Actual | Budget | Actual | Budget | Actual | Budget |
| | **Revenue - All Accounts** | | | | | | | | | | | | |
| 5 | Annual Wasatch County Tax Assessment | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 766 | $ 187,000 |
| 6 | Prior Year Assessments | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 7 | Late Fees - Assessments (all years) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 8 | 1% State Sales Tax (estimate) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 9,786 | $ 32,000 |
| all | Interest Income | $ 153 | $ 50 | $ 90 | $ 22 | $ 405 | $ 80 | $ 294 | $ 100 | $ 60 | $ 20 | $ 55 | $ 30 |
| 12 | ~~New Owner Transfer Fees~~ | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 13 | B&C Road Tax (estimate) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 7,764 | $ 22,000 |
| 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 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 300 | $ - |
| 73a | Revenue from BHR Settlement | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 73b | Revenue from Federal & State Transportation System Grants | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 92 | Annual Water Utility Base Fees | $ - | $ - | $ 6,043 | $ 173,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 95 | Metered Water Overages | $ - | $ - | $ 425 | $ 4,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 95a | Water Connect Fee | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 95b | Water Billing Late Fees | $ - | $ - | $ 500 | $ 100 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 95c | New Owner Transfer Fees | $ - | $ - | $ 150 | $ 300 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 95d | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 95e | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 150 | Revenue from Federal & State Water System Grants | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 169 | Building Permit Application Fees (varies with application) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 750 | $ 1,800 | $ - | $ - |
| 170 | Water Connect Fees | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 700 | $ 1,000 | $ - | $ - |
| 171 | Road Impact Fees | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 3,500 | $ 7,500 | $ - | $ - |
| 172 | Damage Deposits - Refundable | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 8,972 | $ 7,500 | $ - | $ - |
| 173 | Completion Deposits - Refundable | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 4,000 | $ 4,500 | $ - | $ - |
| 173a | Plan Review & Inspections (Town Engineer) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 8,101 | $ 15,000 | $ - | $ - |
| 173b | Variance Application Fees | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 240 | $ - | $ - |
| | **Total Revenue** | **$ 153** | **$ 50** | **$ 7,208** | **$ 177,422** | **$ 405** | **$ 80** | **$ 294** | **$ 100** | **$ 26,083** | **$ 37,560** | **$ 18,670** | **$ 241,030** |
| | | | | | | | | | | | | | |
| | **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) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 45,000 |
| 21 | Transfer from Transportation Reserve Fund for Capital expenses | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | **Transfers out of General Fund** | | | | | | | | | | | | |
| 28 | Transfer to Transportation Reserve of B&C Road Tax | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (22,000) |
| 29 | Transfer to Transportation Reserve Capital Improvements | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (35,000) |
| 30 | Transfer to Building Fund | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | **Transfers into Water Revenue Fund (Checking)** | | | | | | | | | | | | |
| 100 | Transfer from Building Fund (Water Connect Fees) | $ - | $ - | $ - | $ 1,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 101 | Transfer from Bond Sinking Fund for current year Water Bond payment | $ - | $ - | $ - | $ 82,533 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 102 | Transfer from Water Reserve Fund for Capital Improvements | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | **Transfers out of Water Revenue Fund** | | | | | | | | | | | | |
| 105 | Transfer to Water System Reserve Capital Fund | $ - | $ - | $ - | $ (78,275) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 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 | $ - | $ - | $ - | $ (45,000) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | **Transfers into Transportation Reserve Fund** | | | | | | | | | | | | |
| 77 | Transfer from General B&C Road Tax to Transportation Reserve Fund | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 22,000 | $ - | $ - | $ - | $ - |
| 78 | Transfer to Transportation Reserve Fund for Capital Improvements | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 35,000 | $ - | $ - | $ - | $ - |
| 80 | Transfer from Building Fund of Road Impact Fee | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 7,500 | $ - | $ - | $ - | $ - |

| July through October 2023 | | Interlaken Town Statement of Revenue and Expense | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | July through October 2023, FY2024 | | | | | | | | | | | |
| | | 1058 | | 1520 | | 1330 | | 4574 | | 1678 | | 2681 | |
| | | Water Bond Sinking | | Water Revenue | | Water Reserve | | Transportation Reserve | | Building | | General | |
| | | Actual | Budget | 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 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | **Transfers into Water System Capital Reserves Fund** | | | | | | | | | | | | |
| 154 | Transfer from Water Revenue Fund | $ - | $ - | $ - | $ - | $ - | $ 78,275 | $ - | $ - | $ - | $ - | $ - | $ - |
| 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 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (1,000) | $ - | $ - |
| 182 | Transfer to Transportation Reserve Fund - Road Impact Fees | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (7,500) | $ - | $ - |
| | **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 | $ - | $ (82,533) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | **Total Transfers Between Funds** | **$ -** | **$ (82,533)** | **$ -** | **$ (39,742)** | **$ -** | **$ 78,275** | **$ -** | **$ 64,500** | **$ -** | **$ (10,300)** | **$ -** | **$ (10,200)** |
| | | | | | | | | | | | | | |
| | **General Fund Expenses** | | | | | | | | | | | | |
| | **Administrative Expense** | | | | | | | | | | | | |
| 37 | Commissions, Committee, Council Mtg Expense | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (1,000) |
| 38 | Town Clerk & Webmaster | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (16,163) | $ (55,000) |
| 39 | Association Memberships | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (269) | $ (1,000) |
| 40 | Web Hosting & IT Services (WIX,GoDaddy,Zoom,Dropbox,ViaSat,Calling Post) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (691) | $ (1,500) |
| 40a | Town Council Equipment & Supplies | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (1,182) | $ (500) |
| 41 | Meeting Advertising | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (583) | $ (200) |
| 42 | Bookkeeping, Accounting, CPA Fees | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (4,374) | $ (13,000) |
| 43 | Bank Charges | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (29) | $ - |
| 44 | Town Attorney | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (2,077) | $ (10,000) |
| 44a | Attorney fees for BHR settlement | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 45a | Animal Control through Interlocal Agreement w/ Heber City | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (831) | $ (5,000) |
| 45b | Municipal Election Balloting & Noticing | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (200) |
| 46 | Misc. Admin. Expenses | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (15) | $ (500) |
| 47 | Insurance | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (4,167) | $ (5,000) |
| 48 | Office Supplies (postage + supplies) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (145) | $ (1,500) |
| 49 | Building Inspector | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 51 | Additional Consulting Fees (Codifiers, etc.) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (2,000) |
| 51a | Federal IRS Payroll Taxes | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (2,007) | $ (5,500) |
| 51b | CARES Act - WCFD Fire Mitigation | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 51c | Safety and Enforcement (Wasatch County Sheriff Agreement) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (10,500) |
| 51d | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | **Total Administrative Expenses** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ (32,533)** | **$ (112,400)** |
| | | | | | | | | | | | | | |
| | **Annual Road Maintenance Expense from General Fund** | | | | | | | | | | | | |
| 55 | Annual Road Repair & Maintenance | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (41,094) | $ (60,000) |
| 56 | Additional Contract Services | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (1,001) | $ (3,000) |
| 56a | Road Signage | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (84) | $ (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 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (14,200) | $ (12,000) |
| 59 | **Annual Road Capital Expenses** | | | | | | | | | | | | |
| 60 | Capital Investment in Roads | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (25,000) |

| | July through October 2023 | Interlaken Town Statement of Revenue and Expense | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | July through October 2023, FY2024 | | | | | | | | | | | |
| | | 1058 | | 1520 | | 1330 | | 4574 | | 1678 | | 2681 | |
| | | Water Bond Sinking | | Water Revenue | | Water Reserve | | Transportation Reserve | | Building | | General | |
| | | Actual | Budget | Actual | Budget | Actual | Budget | Actual | Budget | Actual | Budget | Actual | Budget |
| 60a | **DPW Expenses** | | | | | | | | | | | | |
| 60b | DPW Site Construction - Capital Investment | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (2,000) |
| 60c | Annual DPW Site Maintenance Expenses | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (500) |
| 61 | **Total Road Maintenance, Capital Improvements, DPW Expenses** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ (56,379)** | **$ (170,500)** |
| | | | | | | | | | | | | | |
| | **Total General Fund Expenses** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ (88,912)** | **$ (282,900)** |
| | | | | | | | | | | | | | |
| | **Water Revenue Fund Expenses** | | | | | | | | | | | | |
| | **Bond Payment** | | | | | | | | | | | | |
| 114 | Water Bond Payment, Due annually in January | $ - | $ - | $ - | $ (78,275) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 115 | **Operating Expenses** | | | | | | | | | | | | |
| 116 | Payroll - Water Masters | $ - | $ - | $ (7,649) | $ (26,400) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 117 | Meter Repair/Replacement, Water System Equipment, Supplies | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 118 | Chemicals & Monitoring | $ - | $ - | $ (100) | $ (800) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 119 | Telemetry System Operating Costs | $ - | $ - | $ - | $ (2,700) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 120 | Water Share Fee, Education, etc. | $ - | $ - | $ - | $ (450) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 121 | Gas Heat | $ - | $ - | $ (107) | $ (1,200) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 122 | Electricity | $ - | $ - | $ (3,112) | $ (7,000) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 123 | Payroll Taxes - Water Masters - State & Federal 941 | $ - | $ - | $ (534) | $ (4,000) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 123a | Workman's Comp Insurance for Water Master | $ - | $ - | $ (331) | $ (1,200) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 123b | Misc. Water Expenses | $ - | $ - | $ (442) | $ (1,500) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 123c | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 123d | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 123e | **Capital Investment in Water System** | | | | | | | | | | | | |
| 123f | Purchase of Generator and Installation | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 123g | Pump Replacements, Telemetry System, Meter Upgrades | $ - | $ - | $ (38,964) | $ (40,000) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 124 | **Repair and Maintenance** | | | | | | | | | | | | |
| 125 | Additional Contract Services - Tank Main., Rate Studies, Consults | $ - | $ - | $ (796) | $ (4,000) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 126 | Annual Generator Maintenance | $ - | $ - | $ (6,326) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 126a | General Water System Maintenance & Repair | $ - | $ - | $ (540) | $ (5,000) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | **Total Water Revenue Fund Expenses** | **$ -** | **$ -** | **$ (58,900)** | **$ (172,525)** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| | | | | | | | | | | | | | |
| | **Building Fund Expenses** | | | | | | | | | | | | |
| 187 | Refunds of Damage Deposits | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (7,500) | $ (5,000) | $ - | $ - |
| 188 | Refunds of Completion Deposits | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (4,500) | $ (3,000) | $ - | $ - |
| 188a | Plan Review & Inspections (Town Engineer) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (4,933) | $ (12,000) | $ - | $ - |
| 188b | Additional Contractual Services (Town Engineer) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 188c | Plan Review by Planning Commission | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (450) | $ - | $ - |
| | **Total Building Fund Expenses** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ (16,933)** | **$ (20,450)** | **$ -** | **$ -** |
| | | | | | | | | | | | | | |
| | **Total Expenses (General, Water Revenue, Building)** | **$ -** | **$ -** | **$ (58,900)** | **$ (172,525)** | **$ -** | **$ -** | **$ -** | **$ -** | **$ (16,933)** | **$ (20,450)** | **$ (88,912)** | **$ (282,900)** |
| | | | | | | | | | | | | | |
| | **Net Change in Balance (Revenue+Transfers+Expenses)** | **$ 153** | **$ (82,483)** | **$ (51,692)** | **$ (34,845)** | **$ 405** | **$ 78,355** | **$ 294** | **$ 64,600** | **$ 9,150** | **$ 6,810** | **$ (70,242)** | **$ (52,070)** |
| | Add: Beginning Balance | $ 82,516 | $ 82,516 | $ 203,008 | $ 203,008 | $ 160,150 | $ 160,150 | $ 233,277 | $ 233,277 | $ 114,990 | $ 114,990 | $ 161,468 | $ 161,468 |
| | Rounding Adjustment | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - |
| | **Ending Balance** | **$ 82,669** | **$ 33** | **$ 151,316** | **$ 168,163** | **$ 160,555** | **$ 238,505** | **$ 233,571** | **$ 297,877** | **$ 124,140** | **$ 121,800** | **$ 91,226** | **$ 109,398** |

**October Building Permit Updates ~ Town of Interlaken**

Lot 065, 315 Jungfrau Rd. - Veronica Parkinson Remodel/Garage Project Status.

Framing, 4 Way, and gas line inspections.

Lot 117, 328 Bern Way - Brandon Broadstone New Residence Building Permit Project Status.

Slow progress with backfill and framing. Call to Ardurra Engineers (formerly TO) regarding cantilever and Town Code. Amelia is looking into it. Dave has been informed that during future inspections that the hole cut in the foundation must be sealed correctly otherwise house will be in violation of town Maximum Height Restrictions.

Lot 062, 307 Interlaken Dr. - Erin Merryweather Residence Alteration Permit Project Status.

New contractor hired and has installed brackets in order to install decking / roof over addition.

Lot 206, 231 Interlaken Dr. – Derek Becker Residence Alteration Permit Project Status.

Garage door installed.

Lot 173, 338 Luzern Rd. – Lehman Residence Demo and Remodel Permit Project Status.

Exterior Spot Footings / Columns

Lot 160, 254 Interlaken Dr. – Weiler Residence New Addition Permit Project Status.

4 Way, Weather Barrier, Insulation, and Sheetrock Inspections.

Lot 209, Big Matterhorn Cir. – Crawshaw New Residence Building Permit Project Status

Excavation has begun on this build.

From: **Amelia Pays** <apays@ardurra.com>
Date: Mon, Oct 30, 2023 at 8:25 AM
Subject: RE: Updates
To: Interlaken Planning Commission <interlakenplanningcommission@gmail.com>, Russ Knight <r.russknight@gmail.com>

Here are our updates:

- 266 Big Matterhorn Circle - Footings and foundation inspections
- 254 Interlaken Dr. (Weiler) - Stucco Lath
- 319 Jung Frau - Gas meter set
- 231 Interlaken Dr. - 4-way

This is the only addition since our October 30th update:

231 Interlaken Dr. (Becker) - closed cell foam insulation

Thank you!

Amelia

# Interlaken Town Council Work Session Minutes
# Thursday, 26 October 2023, 6:37 PM – 8:00 PM
# Meeting Location: 333 Jungfrau Hill Rd.

1. **Call to Order** - Council Member Justin Hibbard called the meeting to order at 6:37 pm.
2. **Roll Call**

   Justin Hibbard, Council Member
   Chuck O'Nan, Council Member
   Sue O'Nan, Council Member

   Greg Harrigan, Mayor was absent

3. **Presentations:** None
4. **Public Comment:** None.
5. **Approval of Agenda or Changes**

   **Motion:** Council Member Sue O'Nan moved to approve the agenda as presented.
   **Second:** Council Member Chuck O'Nan seconded the motion.
   **Discussion:** no discussion.
   **Vote:** The motion was approved with the Council Members unanimously voting Aye.

6. **Wasatch County Sheriff Enforcement Agreement Discussion**

Town Administrator Bart Smith presented a draft copy of an agreement between Interlaken Town and Wasatch County Sheriff for additional law enforcement services. (see attachments). Justin mentioned that his previous conversations with Sheriff Rigby indicated there was interest for such an agreement. Smith based the draft on a previously crafted agreement between Midway City and the County. He presented an email dated January 18, 2023 that describes the agreement (see attachment).

Addendum A of the agreement has specifics regarding the requested additional services. The remainder of this meeting was focused on identifying what types of additional services the town would request. Smith presented a document that describes the town's current list of violations (see attachment) and another document taken from a local HOA CCNR (see attachment).

When meeting with the sheriff, it would be a good idea to discuss the **Base Level of Services** outlined in the agreement for clarification. In the agreement, under Scope of Services, 1. Base Level of Service, a.ii, it reads:

> ii When an officer is not performing a duty under "Obligated Time" the officer performs duties as he/she sees fit, which is called "Unobligated Time" and includes the following:
> 1. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
> 2. Driver's license inspections, background checks and license enforcement services as called for under applicable state law and municipal ordinances;
> 3. Traffic enforcement including the regular use of radar or laser as a speed deterrent; and

4. Attendance at Public Safety or City Council meetings as requested by the municipality;
5. Citizen assist calls (at the discretion of the Sheriff's Office).

In the past it hasn't been clear that the sheriff was committed towards performing these Base Level Services. It may be that the starting point of the conversation with the sheriff would be to clarify what these Base Level services would include.

The council discussed what **Additional Services**, outside the Base Level of Services, would be applicable to our town. An excerpt from the Midway City agreement states:

2. Additional Services (that each MUNICIPALITY will be required to pay for should it request the services):
   b. The COUNTY, through the Wasatch County Sheriff's Office, may agree to provide the following additional law enforcement services to any MUNICIPALITY that requests the services:
      i. Enforcement of the municipal ordinances;
      ii. Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs;
      iii. Coordination of volunteer programs such as the Community Affairs Officer and Reserve Programs;
      iv. Animal control services;
      v. Traffic patrol and ticket issuance beyond what is provided in the Base Level of Service;
      vi. Any other services the parties may agree upon.
   c. Costs for Additional Services shall be as established by the Wasatch County Sherriff's Office, and shall include any costs associated with increased administrative, management, or supervisory costs incurred due to the Additional Services.
   d. <u>As Needed Requests</u>: The parties recognize that there may be situations where a need for Additional Services arises for a particular event or temporary concern. The parties agree that these do not need to be formalized in Exhibit A. The parties will agree on an hourly rate in Addendum A for As Needed Requests and the Sheriff's office will invoice Interlaken Town accordingly.
   e. The scope of the Additional Services and payment for Additional Services shall be as set forth in Addendum A.

The council discussed different violations and came up with a list of possible items to designate under Additional Services:

- Traffic: Speeding, Reckless Driving, Regularly Scheduled Drive throughs
- Parking: Winter regulations, 24-hour regulation (not winter), blocking the roadway, parking in no parking areas (eg water tank access gate). We need to explore our limits of enforceability with regard to towing and ticketing vehicles.
- Neighborhood Safety Patrol – we could specify certain days/times of the week
- Illegal Hunting – may have to work in conjuction with DNR
- Trespassing/vandalism – with regard to town property, including our road ways, signage, guardrails, etc
- Tampering with the town's water system – this is a federal offense, may want to explore the county's obligation with respect to trespassing at the pump house, tampering with the water tank equipment
- Fireworks violation and open wood fire violations
- Noise complaints
- Dumpster violations, littering
- Building code violations

The council also reviewed the list of CCNR violations from another HOA and made the following recommendations. Several of these items were not applicable to the town's interests:

5.7 Animals. No animals other than a maximum of three (3) ordinary household pets, such as cats, dogs, birds, fish, and hamsters, may be kept on any Estate. This restriction specifically prohibits large animals or farm animals, including, without limitation, horses, llamas, alpacas, cows, pigs, goats, sheep, and ostriches. The Board may, in its discretion, allow an Owner up to four (4) chickens to be maintained on an Estate, provided, however, the coop or other shelter is located behind the home and reasonably out of view and the chickens do not leave the Owner's Lot and do not annoy other Owners. Notwithstanding anything herein to the contrary, keeping chickens is a privilege provided by the Association and not a right under this Section. If chickens become an annoyance or nuisance (as determined by the Board), such may be deemed a violation of this Section and the Association may impose fines and/or unilaterally revoke the privilege of keeping chickens. The Board may adopt additional rules or requirements related to animals.

The town currently contracts Heber Valley Animal Control for these services and the town code includes restrictions regarding animals. We could add more clarification to current code and set up a fine schedule for violations.

5.8 Underground Utilities. All new gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any Estate which service installations entirely within that Estate. No propane tanks or oil tanks may be installed on any Estate except for temporary heat during construction.

Question – are there homes that use oil or propane for central heating, with storage tanks located outside the home? Can we include this restriction?

5.9 Service Yards. There shall be no clothes lines, service yards, or storage yards. No mechanical equipment may be maintained outside of garages.

Not Applicable – too restrictive

5.10 Maintenance of Property, All Estates, and the Improvements on them, shall be maintained in a clean, sanitary, attractive, and marketable condition at all times. No Owner shall permit his Estate or the Improvements on it to fall into disrepair.

Not Applicable – too restrictive and vague – difficult to enforce

5.11 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Estate, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Estates.

Not Applicable – too restrictive and vague – difficult to enforce. We do have noise violation code in our titles.

5.12 No Hazardous Activity. No activity may be conducted on any Estate that is or may be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of a conventional homeowners insurance policy. **This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires** (other than properly supervised and contained barbecues).

We should consider adding these restrictions to our code. We may consult WCFD to get recommended limits on storage of flammable, explosive, or hazardous materials.

5.13 No Unsightliness. No unsightliness is permitted on any Estate. This shall include, without limitation, (i) the open storage of any building materials (except during the construction of any Dwelling unit ~~or addition in a manner consistent with the Architectural Design Guidelines and this Declaration~~); (ii) open storage or parking of farm or construction equipment, trucks exceeding ~~larger than pick-up trucks~~ **GVWR 10,000 lbs**, or open storage of inoperable **or unregistered** motor vehicles; (iii) accumulations of lawn or tree clippings or trimmings (iv) accumulations of construction debris or waste; (v) household refuse or garbage except as stored in tight containers in an enclosure such as a garage; (~~vi) lawn or garden furniture except during the season of use; and (vii) the storage or accumulation of any other material or equipment on the Estate in a manner that it is visible from any other Estate or any public street.~~ No more than a total of ~~one~~ **four** recreational-type vehicles (including, but not limited to, a boat, utility trailer, enclosed trailer, motorhome, travel trailer, or other type of recreational vehicle) may be parked or stored outside ~~and must be parked or stored behind the front plane of the Dwelling~~. ~~One additional temporary vehicle may be parked outside and must be parked behind the front plane of the Dwelling up to ninety (90) days per year. All such vehicles must be considered "presentable" by the Board *(i.e,* must be in good and sightly condition, operable, with current registration).~~ Enclosed trailers, motorhomes or travel trailers may be occupied by an Owner's family or guest up to fifteen (15) days per year. Owners are strongly encouraged to store all vehicles, including recreation vehicles in enclosed garages or at off-site storage. Failure to observe the restrictions of this Section 5.13 may result in the imposition of fines or other penalties under the Compliance Procedures.

With some edits this may be something worth adding to our code and expanding our

enforcement activities. We would want to exclude firewood stored on the property.

5.14 No Annoying Lights. Any outdoor lighting shall be confined within the field of light to the Estate to which it is installed. Owners shall ensure that all exterior lighting on a Lot is installed so as to protect night skies and avoid disturbing neighboring Owners. All exterior lighting must comply with Chapter 5.02 of the Midway City Municipal Code.

We already have a dark skies initiative in our municipal code. We could add this more stringent language and impose fines.

5.15 No Annoying Sounds. No speakers or other noise making devices may be used or maintained on any Estate which create noise that might reasonably be expected to be unreasonably or annoyingly loud from adjoining Estates, except for security or fire alarms.

We already have quiet hours in our code. Need to check enforcement issues and fines.

5.16 Sewer Connection Required. All Estates are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Estate. All Dwelling units must be connected to the sanitary sewer system.

Not Applicable – we already have MSD service.

5.17 No Fuel Storage. No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the Property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational.

This would be good to add. Suggestion – limit fuel storage to 25 gallons maximum. Question – are there homes in Interlaken that use propane tanks outside for heating. If not, then could we ban them?

5.18 Drainage. No Owner shall alter the direction of natural drainage from his Estate, nor shall any Owner permit accelerated storm run-off to leave his Estate without first using reasonable means to dissipate the flow energy.

Yes – this would be good to add. It could be part of our land use/building code. Would need to add fines.

5.19 Vehicles Restricted to Roadways. No motor vehicle will be operated on the Subdivision except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any Estate except for ingress and egress or while loading the equipment for lawful transport on public streets.

Too restrictive. Not necessary.

5.20 Kennels. No kennel or dog run may be placed closer than fifty (50) feet to any Dwelling other than that of the Owner of the kennel. No wire fencing shall be allowed which is unscreened from the view of adjoining Estates.

We should consider adding more restrictive code regarding puppy mills and a maximum # of dogs. We have code already in Title 6. We would need to add fines.

5.21 No Transient Lodging Uses. The Estates are to be used for residential housing purposes only and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing temporary short-term or nightly accommodations to travelers. Any lease or rental of a Dwelling shall be for a minimum lease term of thirty (30) days. An Owner who rents or lease their Dwelling shall provide the tenant(s) a copy of the town's ordinances **(the town could provide a summary of restricted activities as well as information about dumpster use, etc and require the landlord to distribute it to their tenants). The Owner shall provide the town with the names, phone numbers, and emails of their tenants.**

This is a good idea, to come up with a printed document, with a copy online, of general rules and responsibilities for lot owners and renters in town.

The next steps:

- Update municipal code and fine resolutions to include agreed upon extensions to our enforcement policy
- Clarify the town's priorities regarding enforcement and Wasatch County
- Meet with Wasatch County Sheriff to discuss a contract for expanded services
- Review/edit Wasatch County Enforcment contract with the town's attorney
- Present contract for review to Wasatch County and revise as necessary
- Schedule a public hearing to present amended code and proposed contract
- Codify the proposed code amendments and sign the contract

3. **Other Business -** None
4. **Council Comments -** None
5. **Adjournment -** Council member Sue O'Nan moved to adjourn the meeting. Council member Chuck O'Nan seconded the motion. The motion passed unanimously. The meeting was adjourned at 8:00 PM. The next town council meeting is scheduled for November 6th, 2023, at 6:00pm via Zoom.

**Subject:** Draft Wasatch County Enforcement Agreement - please review
**Date:** Monday, October 16, 2023 at 11:18:01 AM Mountain Daylight Time
**From:** Interlaken Clerk
**To:** Interlaken Mayor, Sue Onan, Chuck O'Nan, Justin Hibbard
**Attachments:** Interlaken Town Wasatch County Enforcement Agreement Draft 01.pdf

Hi All-
This is a first draft of a proposed agreement between Interlaken and the WC Sheriff's department for additional enforcement services not covered under the base level of service. It is based on the Midway City agreement that was presented to their council on 11/17/2020. Their contract has undoubtedly been revised since then. Their contract focuses mostly on traffic enforcement with the addition of "any other lawful request made by the Midway City Mayor." I suppose that gives them some flexibility in their requests in addition to a well-defined set of enforcement tasks.

We need to discuss the details of what we want for additional services. **Our work session to discuss is scheduled for next week – Thursday, 10/26, 6:30pm, at the O'Nans.**
Think about what we want to add to our enforcement capability – eg traffic, open fire prohibitions, trespassing, hunting, littering/garbage, violations of storage of materials and vehicles on lots, noise complaints, dumpster misuse, parking violations, and other items. We will need to review/revise our municipal code to tighten up our definition of a violation. I am starting to review the current code and will earmark areas for revision. We'll plan on a public hearing for code revisions sometime in the next few months. We can address those issues as part of council meetings moving forward.

Although this draft doc describes an agreement that begins 1/1/24 with Interlaken, it's very unlikely that we could make it happen that soon. We have $10K in this year's budget. But let's get this thing going and see what we can do.

Thanks,
Bart Smith
Interlaken Town Administrator
(435) 565-3812

**AGREEMENT FOR**
**LAW ENFORCEMENT SERVICES**

This is an Agreement between Wasatch County (hereinafter referred to as the "COUNTY"), and Interlaken Town (hereinafter referred to as "INTERLAKEN"), to provide law enforcement services to INTERLAKEN for the period commencing January 1, 2024.

WHEREAS, the COUNTY has a statutory obligation to provide police protection within Wasatch County; and

WHEREAS, the COUNTY is currently providing law enforcement to citizens of the County as well as Interlaken Town, Midway City, and the towns of Charleston, Daniel, Hideout, Independence, and Wallsburg (hereinafter collectively referred to as the "MUNICIPALITIES"); and

WHEREAS, the COUNTY provides a Base Level of Service (as this term is defined below) to each of these MUNICIPALITIES that is covered by property taxes paid by the citizens of each of these MUNICIPALITIES and given to Wasatch County to fund the Sheriff's Department; and

WHEREAS, the COUNTY will continue to provide this Base Level of Service at no additional charge to INTERLAKEN ; and

WHEREAS, if the Base Level of Service requires additional contributions the COUNTY will assure that each of the MUNICIPALITIES (including the County) will pay its pro rata share of these costs so that the burden does not unfairly fall on any one MUNICIPALITY; and

WHEREAS, HEBER CITY provides its own police force, but also uses COUNTY staff, dispatch, and facilities which the COUNTY will assure is paid for by HEBER CITY in a fair and equitable way so that the MUNCIPALITIES are not bearing the burden of providing services HEBER CITY is not paying for; and

WHEREAS, INTERLAKEN has determined that it would like to also contract with the COUNTY for "Additional Services" (as this term is defined below), in accordance with the terms and conditions set forth below; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of Utah Code §§ 11-13-202, 11-13-203.5.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the COUNTY and INTERLAKEN agree as follows:

## A. SCOPE OF SERVICES

1. Base Level of Service (that all MUNICIPALITIES receive as a function of paying taxes to Wasatch County):

   a. The COUNTY agrees, through the Wasatch County Sheriff's Office, to provide the following Base Level of law enforcement service to each MUNICIPALITY, which will include, but will not be limited to:

      i. Within the Sheriff's office there is a designation of "Obligated Time" which is highest priority and performed on demand, which includes the following duties:
         1. Enforcement of Utah State Statutes;
         2. Criminal investigative and crimes lab services;
         3. Follow up on reported crimes with persons who reported the crime, including routine notification by telephone or mail as to the status of the investigation;
         4. Responses to medical, fire, and other emergencies that require police presence;
         5. Providing communication facilities and dispatch services.

      ii. When an officer is not performing a duty under "Obligated Time" the officer performs duties as he/she sees fit, which is called "Unobligated Time" and includes the following:
         1. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
         2. Driver's license inspections, background checks and license enforcement services as called for under applicable state law and municipal ordinances;
         3. Traffic enforcement including the regular use of radar or laser as a speed deterrent; and
         4. Attendance at Public Safety or City Council meetings as requested by the municipality;
         5. Citizen assist calls (at the discretion of the Sheriff's Office).

   b. Base Level Services shall be provided 24 hours per day and shall be performed by the number of deputies and other personnel budgeted for in the COUNTY'S Approved Budget for these services to the MUNICIPALITIES.

   c. The priority and performance of duties under both "Obligated Time" and "Unobligated Time" is under the direction and at the sole discretion of the Sheriff's Office.

2. Additional Services (that each MUNICIPALITY will be required to pay for should it request the services):
    a. The COUNTY, through the Wasatch County Sheriff's Office, may agree to provide the following additional law enforcement services to any MUNICIPALITY that requests the services:

        i. Enforcement of the municipal ordinances;
        ii. Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs;
        iii. Coordination of volunteer programs such as the Community Affairs Officer and Reserve Programs;
        iv. Animal control services;
        v. Traffic patrol and ticket issuance beyond what is provided in the Base Level of Service;
        vi. Any other services the parties may agree upon.

    b. Costs for Additional Services shall be as established by the Wasatch County Sherriff's Office, and shall include any costs associated with increased administrative, management, or supervisory costs incurred due to the Additional Services.

    c. <u>As Needed Requests</u>: The parties recognize that there may be situations where a need for Additional Services arises for a particular event or temporary concern. The parties agree that these do not need to be formalized in Exhibit A. The parties will agree on an hourly rate in Addendum A for As Needed Requests and the Sheriff's office will invoice Interlaken Town accordingly.

    d. The scope of the Additional Services and payment for Additional Services shall be as set forth in Addendum A.

3. <u>Special Event Services:</u> Special Event traffic patrol and patrol services for community festivals or other special events are not Base Level Service. Costs to provide these services are normally addressed through the special event permitting process with the County. If services are needed that have not been addressed through the permitting process, Interlaken Town may request Additional Services as set forth above and enter into an agreement to pay for the scope of services needed.

4. The manner and standards of performance, the discipline of officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the COUNTY.

5. In the event that a MUNICIPALITY, through its elected body or authorized agent, notifies the COUNTY that the MUNICIPALITY is dissatisfied with the Base Level of Service or the level of Additional Services contracted for, the SHERIFF'S OFFICE shall meet with the MUNCIPALITY to discuss issues and resolve problems.

6. The COUNTY'S agreement to provide "Additional Services" under this Agreement does not lessen the COUNTY'S obligation to provide the Base Level of Service to each

MUNICIPALITY within Wasatch County. The COUNTY'S contractual obligations under this Agreement recognize the underlying statutory obligations that Wasatch County has to provide the Base Level of Service to the MUNICIPALITIES.

7. To facilitate the COUNTY'S performance pursuant to this Agreement, each MUNICIPALITY agrees that the COUNTY shall have full cooperation and assistance from the MUNICIPALITY, its officers, agents and employees. Each MUNICIPALITY shall designate its Mayor, or one of its City Council members as a liaison to the Wasatch County Sheriff's Office. The liaison shall attend meetings with the Wasatch County Sheriff's Office as deemed necessary by the Wasatch County Sheriff's Office, or as requested by a MUNICIPALITY and shall represent the MUNICIPALITY at the meetings. The purpose of these meetings is to develop short-term and long-range plans and to coordinate and analyze police service, to develop budget parameters for distributing costs among the MUNICIPALITIES, and other related public service issues.

8. The COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities and supplies necessary to provide services pursuant to this Agreement.

9. All deputy sheriffs, clerks, and all other COUNTY personnel performing duties pursuant to this Agreement shall at all times be considered employees of the COUNTY for all purposes.

**B. ASSUMPTION OF LIABILITIES/INSURANCE**

1. Except as otherwise provided, MUNICIPALITIES shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services pursuant to this Agreement for MUNICIPALITIES, and the COUNTY hereby assumes said liabilities.

2. Except as herein otherwise specified, MUNICIPALITIES shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of the performance of services pursuant to this Agreement, and the COUNTY hereby agrees to hold MUNICIPALITIES harmless against any such claim.

3. The MUNICIPALITIES, their officers, and employees, shall not be deemed to assume any liability for the intentional or negligent acts of the COUNTY or the COUNTY'S employees performing services pursuant to this Agreement, and the COUNTY shall hold the MUNICIPALITIES, their officers, and employees harmless from and shall defend and indemnify the MUNICIPALITIES, their officers, and employees against any claim for damages arising out of the COUNTY'S performance of services pursuant to this Agreement.

4. The COUNTY, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the MUNICIPALITIES or of any other officers, agent or employee thereof, and the MUNICIPALITIES shall hold the COUNTY and its officers and employees harmless from, and shall defend and indemnify the COUNTY

and its officers and employees against any claim for damages arising out of the MUNICIPALITIES' performance of its obligations pursuant to this Agreement.

## C. TERM OF AGREEMENT/TERMINATION

1. The term of this Agreement shall commence on January 1, 2024, and shall continue through December 31, 2028 ("Term").

2. If either party intends not to renew this Agreement at the end of its Term, the party must notify the other party and other MUNICIPALITIES in writing at least eleven (11) calendar months prior to the end of the contract Term. If either party has not approved a successor agreement at the end of the Term, the COUNTY will continue to provide law enforcement services in accordance with this Agreement.

3. Either party may terminate this Agreement at the end of a calendar year and prior to the end of the Term of the Agreement by notifying the other party to this Agreement and the other MUNICIPALITIES in writing of their intent to terminate the Agreement at least eleven (11) calendar months prior to the end of the calendar year.

4. Notice to the COUNTY shall be given to the County Manager and Wasatch County Sheriff, and Notice to the MUNICIPALITIES shall be given to its Mayor/Town Administrator.

## D. COST AND PAYMENT

1. The Base Level of Service provided for in this Agreement shall be paid for by the MUNICIPALITIES' county taxes.

2. Payment for Additional Services shall be as set forth in Addendum A to this Agreement.

3. During the term of this Agreement, the COUNTY shall annually submit a Budget Estimate for the following year of services to the MUNICIPALITIES no later than August l of the current year. Said Budget Estimate will be for the limited purpose of better enabling the MUNICIPALITES to estimate its annual budget and tax levy.

4. If a MUNICIPALITY does not allocate the necessary funding for its proportionate share of the COUNTY'S Approved Budget to the MUNICIPALITIES for a given year, the MUNICIPALITY and the COUNTY must meet by January 31 of the budget year in question to review and reach agreement on modifications to service levels provided by the COUNTY that are consistent with the MUNICIPALITY'S budget and that recognize the impact of these service level changes to other MUNICIPALITIES that contract with the COUNTY for these services.

## E. GENERAL PROVISIONS

1. Notice to the COUNTY shall be given to the County Manager and Wasatch County Sheriff, and Notice to the MUNICIPALITIES shall be given to either the Mayor or the City Manager.

2. It is understood that prosecutions for violations of ordinances or state statutes, together with disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules, and judicial orders.

3. A MUNICIPALITY may contract with the COUNTY for additional law enforcement services above and beyond those provided in this Agreement, as set forth in Addendum A.

4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COUNTY and the MUNICIPALITY and attached to the original of this Agreement.

IN WITNESS WHEREOF, the MUNICIPALITY, as set forth below, by resolution duly adopted by its Council has caused this Agreement to be signed by its Mayor/Town Administrator, and the seal of the MUNICIPALITY to be affixed hereto on the _____of _____, 2023, and the COUNTY, by resolution of its Board of County Commissioners, has caused this Agreement to be signed by the County Manager on the _____ day of _____.

COUNTY OF WASATCH

By:_____
MIKE DAVIS
County Manager

INTERLAKEN TOWN

By:_____
Gregory Harrigan
Mayor

APPROVAL RECOMMENDED:

By:_____
Jared Rigby
Sheriff of Wasatch County

APPROVED AS TO FORM:

By:_____
Scott Sweat
Wasatch County Attorney

**Addendum A**

Additional Services

In addition to the Base Level of Service provided to Interlaken Town by the Wasatch County Sheriff's Department, Interlaken Town desires to further contract with the Sheriff's Department for the following Additional Services:

- Interlaken Town has budgeted up to $10,000 for Additional Services for the budget year of 2024.

- Interlaken Town contracts with Wasatch County Sheriff's Office for **up to** XXX hours of Additional Services per month, to be as directed by the Interlaken Town Mayor, and will include: directed patrol, speed enforcement, noise complaints, VIN inspections, special events not covered by the County approval process, and any other lawful request made by the Interlaken Town Mayor.

- Initially Interlaken Town requests that XXX hours of directed traffic patrol be provided weekly, between 6am to 8pm, with the specific purpose of enforcing speed limits and issuing speeding citations within Interlaken Town.

Cost and Payment

Interlaken Town shall pay the hourly rate of $87.50 for Additional Services received from Wasatch County Sheriff's Department, which includes $70.00 per hour for police services and a 25% administrative fee (which includes costs associated with supervision, sheriff time and administrative time).

Interlaken Town shall be required to pay solely for the hours of Additional Services it actually receives. The Parties agree that the maximum amount of Additional Services provided by Wasatch County Sheriff's Department is XXX hours per month, and that the maximum amount to be paid each month for Additional Services will be up to $XXX.

Wasatch County Sheriff's Department shall bill Interlaken Town each month for the hours of Additional Service Interlaken Town receives. Interlaken Town will only be billed for the hours of Additional Services provided for that month. All billing will be verified and accompanied by the Activity Reports set forth below.

Payment for Additional Services received shall be made by Interlaken Town within 10 days of receipt of the monthly invoice.

Activity Reports

Along with each monthly bill, Wasatch County Sheriff's Department shall submit to Interlaken Town monthly activity reports detailing the activities of the Sheriff's Department within Interlaken Town and designating which of those activities qualify as "Additional Services". These reports shall contain, at a minimum, the "Law Incident Summary Report with

Times", "Law Incident Report by Nature", number of dispatch calls from Interlaken Town for that month with summary of totals, the number of directed patrol time hours and when they occurred with summary of totals, and the total number of traffic citations issued. The Parties agree that no information will be provided which would violate the Utah Data Privacy Act.

Annual Review

The parties agree that this Addendum A will be reviewed on an annual basis to update both the scope of Additional Services as well as the costs for Additional Services. If neither party objects in writing 60 days prior to January 1 of each year the terms to Addendum A for the prior year shall continue for the coming year with an increase in cost for Additional Services by 2.5%.

COUNTY OF WASATCH

By:_____
Mike Davis
County Manager

INTERLAKEN TOWN

By:_____
Gregory Harrigan
Mayor

APPROVAL RECOMMENDED:

By:_____
Jared Rigby
Sheriff of Wasatch County

APPROVED AS TO FORM:

By:_____
Scott Sweat
Wasatch County Attorney

**Subject:** Wasatch County Sheriff - Midway City Interlocal Agreement
**Date:** Wednesday, January 18, 2023 at 10:47:38 AM Mountain Standard Time
**From:** Interlaken Clerk
**To:** Interlaken Mayor, Sue Onan, Chuck O'Nan, Hibbard: Justin S027 Grp B, Chuck Cullom
**Attachments:** image001.png, image002.png, image003.png, image004.png, 6-Council-2020-11-17-Regular-Law-Enforcement-Info-for-Meeting.pdf

Hi all-

I dug up this agreement (attached) between Midway and the Wasatch County Sheriff for law enforcement services.

The agreement defines 3 types of law enforcement services:

1. Base Level of Service – paid for through Wasatch County Taxes for which all municipalities are entitled
2. Additional Services – paid for by the municipality
3. Special Event Services – paid for through the special event permitting process, eg, Swiss Days

**Base Level Services in this agreement Include:**

i. Within the Sheriff's office there is a designation of "Obligated Time" which is highest priority and performed on demand, which includes the following duties:
   1. Enforcement of Utah State Statutes;
   2. Criminal investigative and crimes lab services;
   3. Follow up on reported crimes with persons who reported the crime, including routine notification by telephone or mail as to the status of the investigation;
   4. Responses to medical, fire, and other emergencies that require police presence;
   5. Providing communication facilities and dispatch services.

ii. When an officer is not performing a duty under "Obligated Time" the officer performs duties as he/she sees fit, which is called "Unobligated Time" and includes the following:
   1. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
   2. Driver's license inspections, background checks and license enforcement services as called for under applicable state law and municipal ordinances;
   3. Traffic enforcement including the regular use of radar or laser as a speed deterrent; and
   4. Attendance at Public Safety or City Council meetings as requested by the municipality;
   5. Citizen assist calls (at the discretion of the Sheriff's Office).

**Additional Services in this agreement Include:**

i. Enforcement of the municipal ordinances;
ii. Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs;
iii. Coordination of volunteer programs such as the Community Affairs Officer and Reserve Programs;
iv. Animal control services;
v. Traffic patrol and ticket issuance beyond what is provided in the Base Level of Service;
vi. Any other services the parties may agree upon.

The costs for these additional services are set by the sheriff's office and may include administrative, management, and supervisory costs, along with the actual law enforcement component.

**Addendum A stipulates these costs below. Note that the agreement is 2 years old, so these costs may have been renegotiated:**

Cost and Payment

Midway City shall pay the hourly rate of $87.50 for Additional Services received from Wasatch County Sheriff's Department, which includes $70.00 per hour for police services and a 25% administrative fee (which includes costs associated with supervision, sheriff time and administrative time).

Midway shall be required to pay solely for the hours of Additional Services it actually receives. The Parties agree that the maximum amount of Additional Services provided by Wasatch County Sheriff's Department is 160 hours per month, and that the maximum amount to be paid each month for Additional Services will be up to $14,000.

Wasatch County Sheriff's Department shall bill Midway City each month for the hours of Additional Service Midway City receives. Midway City will only be billed for the hours of Additional Services provided for that month. All billing will be verified and accompanied by the Activity Reports set forth below.

Payment for Additional Services received shall be made by Midway City within 10 days of receipt of the monthly invoice.

**Just doing a rough calculation based on these numbers (the hourly rate may be low), here are some scenarios for a monthly cost structure:**

| Wasatch County Sheriff Hourly Law Enforcement Rate: | | | |
|---|---|---|---|
| $87.50 | | | |
| Billable Hours per Incident | # Incidents per month | Monthly Law Enforcement Cost | Annual Law Enforcement Cost |
| 2 | 1 | $ 175 | $ 2,100 |
| 2 | 4 | $ 700 | $ 8,400 |
| 3 | 1 | $ 263 | $ 3,150 |
| 3 | 4 | $ 1,050 | $ 12,600 |
| 4 | 1 | $ 350 | $ 4,200 |
| 4 | 4 | $ 1,400 | $ 16,800 |
| 4 | 8 | $ 2,800 | $ 33,600 |

Although it's completely dependent on the monthly call volume, it looks like the worst-case scenario, 8 incidents per month, 4 hours each, would add up to $34K annually. I'm guessing it would be significantly lower.

I do think that this type of interlocal agreement would clarify what the sheriff provides Interlaken as Base Level Services – a point that seems unclear right now.
We can discuss at the next council meeting (**Tues Feb 7**) and decide how to proceed - whether to go ahead with a meeting with the sheriff, and what services we'd like to contract out.
We have a useful template through the attached agreement to go forward with, which would reduce our legal costs significantly.

Thanks,

Bart Smith
Interlaken Town Administrator
(435) 565-3812

| Violation | Ordinance Reference | Resolution | Fine Amount | |
|---|---|---|---|---|
| Open wood fire | Section 11.06.260 | 2016-07-03A | $ 500 | per incident |
| Using sparklers | | 2016-07-03A | $ 50 | per incident |
| Using firecrackers | | 2016-07-03A | $ 500 | per incident |
| Using other combustible fireworks | | 2016-07-03A | $ 1,000 | per incident |
| Renting property short term | Section 11.04.030 | 2020-05-19A | $ 500 | per day |
| Parking violation winter violation | Section 6.05.040 | 2023-01-03 | $ 100 | per incident |
| Parking violation over 24 hrs | Section 6.02.040 | 2023-01-03 | $ 50 | per incident |
| Spillage of debris on public roads | Section 9.05.090 | 2023-01-03 | $ 150 | per day |
| Utah Traffic Code | Chapter 6.01 | | | |
| Storage of Commercial Vehicles on Public Streets | Section 11.06.050 | | | |
| Storage of Junk and Debris in Residential Zones | Section 11.06.060 | | | |
| General Penalty | Section 1.04.010 | | | |
| Recreational Vehicle Storage - Restrictions | Section 11.06.180 | | | |
| Home Occupation - Restrictions | Section 11.06.190 | | | |
| Fences, Walls, and Hedges - Restrictions | Section 11.06.210 | | | |
| Signage - Restrictions | Chapter 11.08 | | | |
| Wireless Telecommunications - Restrictions | Chapter 11.09 | | | |
| Wind Energy Systems - Restrictions | Chapter 11.10 | | | |
| Zoning Violations | Section 11.11.080 | | | |

Sections from a local HOA's CCNRs

5.7 Animals. No animals other than a maximum of three (3) ordinary household pets, such as cats, dogs, birds, fish, and hamsters, may be kept on any Estate. This restriction specifically prohibits large animals or farm animals, including, without limitation, horses, llamas, alpacas, cows, pigs, goats, sheep, and ostriches. The Board may, in its discretion, allow an Owner up to four (4) chickens to be maintained on an Estate, provided, however, the coop or other shelter is located behind the home and reasonably out of view and the chickens do not leave the Owner's Lot and do not annoy other Owners. Notwithstanding anything herein to the contrary, keeping chickens is a privilege provided by the Association and not a right under this Section. If chickens become an annoyance or nuisance (as determined by the Board), such may be deemed a violation of this Section and the Association may impose fines and/or unilaterally revoke the privilege of keeping chickens. The Board may adopt additional rules or requirements related to animals.

5.8 Underground Utilities. All new gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any Estate which service installations entirely within that Estate. No propane tanks or oil tanks may be installed on any Estate except for temporary heat during construction.

5.9 Service Yards. There shall be no clothes lines, service yards, or storage yards. No mechanical equipment may be maintained outside of garages.

5.10 Maintenance of Property. All Estates, and the Improvements on them, shall be maintained in a clean, sanitary, attractive, and marketable condition at all times. No Owner shall permit his Estate or the Improvements on it to fall into disrepair.

5.11 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Estate, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Estates.

5.12 No Hazardous Activity. No activity may be conducted on any Estate that is or may be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of a conventional homeowners insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues).

5.13 No Unsightliness. No unsightliness is permitted on any Estate. This shall include, without limitation, (i) the open storage of any building materials (except during the construction of any Dwelling unit or addition in a manner consistent with the Architectural Design Guidelines and this Declaration); (ii) open storage or parking of farm or construction equipment, trucks larger than pick-up trucks, or open storage of inoperable motor vehicles; (iii) accumulations of lawn or tree clippings or trimmings (iv) accumulations of construction debris or waste; (v) household refuse or garbage except as stored in tight containers in an enclosure such as a garage; (vi) lawn or garden furniture except during the season of use; and (vii) the storage or accumulation of any other material or equipment on the Estate in a manner that it is visible from any other Estate or any public street. No more than a total of one recreational-type vehicle (including, but not limited to, a boat, utility trailer, enclosed trailer, motorhome, travel trailer, or other type of

recreational vehicle) may be parked or stored outside and must be parked or stored behind the front plane of the Dwelling. One additional temporary vehicle may be parked outside and must be parked behind the front plane of the Dwelling up to ninety (90) days per year. All such vehicles must be considered "presentable" by the Board (*i.e*, must be in good and sightly condition, operable, with current registration). Enclosed trailers, motorhomes or travel trailers may be occupied by an Owner's family or guest up to fifteen (15) days per year. Owners are strongly encouraged to store all vehicles, including recreation vehicles in enclosed garages or at off-site storage. Failure to observe the restrictions of this Section 5.13 may result in the imposition of fines or other penalties under the Compliance Procedures.

5.14 No Annoying Lights. Any outdoor lighting shall be confined within the field of light to the Estate to which it is installed. Owners shall ensure that all exterior lighting on a Lot is installed so as to protect night skies and avoid disturbing neighboring Owners. All exterior lighting must comply with Chapter 5.02 of the Midway City Municipal Code.

5.15 No Annoying Sounds. No speakers or other noise making devices may be used or maintained on any Estate which create noise that might reasonably be expected to be unreasonably or annoyingly loud from adjoining Estates, except for security or fire alarms.

5.16 Sewer Connection Required. All Estates are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Estate. All Dwelling units must be connected to the sanitary sewer system.

5.17 No Fuel Storage. No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the Property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational.

5.18 Drainage. No Owner shall alter the direction of natural drainage from his Estate, nor shall any Owner permit accelerated storm run-off to leave his Estate without first using reasonable means to dissipate the flow energy.

5.19 Vehicles Restricted to Roadways. No motor vehicle will be operated on the Subdivision except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any Estate except for ingress and egress or while loading the equipment for lawful transport on public streets.

5.20 Kennels. No kennel or dog run may be placed closer than fifty (50) feet to any Dwelling other than that of the Owner of the kennel. No wire fencing shall be allowed which is unscreened from the view of adjoining Estates.

5.21 No Transient Lodging Uses. The Estates are to be used for residential housing purposes only and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing temporary short-term or nightly accommodations to travelers. Any lease or rental of a Dwelling shall be for a minimum lease term of thirty (30) days. An Owner who rents or lease their Dwelling shall provide the tenant(s) a copy

# Visentin Tree

Travis Visentin
**Business Number** 435-315-5552
P.O. Box 502
heber
84032
435-654-2143
visentintree@gmail.com

**INVOICE**
INV0587

**DATE**
Oct 28, 2023

**DUE**
On Receipt

**BALANCE DUE**
USD $12,000.00

**BILL TO**

## Interlaken Township

Interlakenclerk@gmail.com

| DESCRIPTION | RATE | QTY | AMOUNT |
|---|---|---|---|
| Clear all roads for snow removal. Side trim all trees away from roadways throughout the township | $12,000.00 | 1 | $12,000.00 |

## Payment Info

**PAYMENT INSTRUCTIONS**
Venmo to @travistree

| | |
|---|---|
| TOTAL | $12,000.00 |
| BALANCE DUE | **USD $12,000.00** |

**Subject:** Water Rights Update
**Date:** Friday, October 13, 2023 at 10:51:27 AM Mountain Daylight Time
**From:** Interlaken Clerk
**To:** Interlaken Mayor, Sue Onan, Chuck O'Nan, Justin Hibbard
**CC:** interlaken.watermaster@gmail.com
**Attachments:** Interlaken Special Warranty Deed 2023-10-12.pdf

Well – it's been quite the journey, but I can see the light at the end of the tunnel. After digging around in the pumphouse I dropped off a full box of documents at Jon Schutz's office. After his review and sleuthing, this is where we stand:

**55-11490 and 55-11491 (IMWC)**
These are the original IMWC water rights we have been using through our 2 pumphouse wells. We have reached the final steps of conveying these to Interlaken Town. I had Jim Hadden sign a special warranty deed conveying the rights and now I'll have Wasatch County record the deed. They are currently registered as "irrigation rights" but will be converted into "culinary rights" as part of the title change. Jon will complete the title change once the warranty deed is recorded. So, in a nutshell, we are good and close to finishing that ROC process.

**55-6976 (IWMC)**
This was an IMWC irrigation right that has been successfully conveyed to the town. Once the above two rights are titled to the town, Jon will add this right to our wells. This will provide plenty of water to the town as it is built-out in the future. If we don't transfer these rights to our wells, we may be required to file extensions in the future until we perfect this right. This is not a big deal – once again the state would allow a public entity to file multiple extensions with the expectation that their needs would grow over time. But assigning it to our wells settles that issue.

**Some things I learned from Jon:**
- We need not be concerned about losing our water rights as a public entity. State law protects us in that regard. They expect an entity would grow and increase usage over time.
- A public entity cannot sell its water rights.

Given those facts, it only makes sense to fold 55-6976 into our well usage.

**Other Rights**
**E1647 (Burton Todd/Interlaken Estates)**
**55-7077, 55-7081, 55-4294 (Interlaken Estates**)
Jon could not locate any document that connects Interlaken Estates to the IMWC wrt water rights. I couldn't find anything either, so this is most likely a wild goose chase at this point. Interlaken Estates is/was a partnership between Burton Todd and some others (we don't know who) so it was not registered with the state as an entity. It's unknown what happened to these rights or how to track them down other than knocking on doors. It's possible that the rights were passed to others through an estate trust or something else. The bottom line for us is, what would we do with them? If they were somehow mysteriously conveyed to the IMWC, then transferred to the town, then we would have them, but for what purpose? We can't sell them. So I don't really think it's worth pursuing further.

Jon asked if we had enough rights for our town now. If not, he could pursue purchase of additional rights. Given that we're under utilizing our current rights, I don't think that's a concern for us.

When Recorded Return To:
Interlaken Town
P. O. Box 1256
Midway, UT 84049

Ent 537643 Bk 1456 Pg 144-144
Date: 13-OCT-2023 11:58:48AM
Fee: $40.00 Check Filed By: KM
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: INTERLAKEN TOWN

## SPECIAL WARRANTY DEED

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **INTERLAKEN MUTUAL WATER COMPANY**, a Utah non-profit corporation (GRANTOR) hereby conveys and warrants against all persons claiming by, through or under Grantor, to **INTERLAKEN TOWN** (GRANTEE), all of Grantors' right, title and interest in water rights 55-11490 and 55-11491.

WITNESS, the hand of Grantor this 12th day of October, 2023.

INTERLAKEN MUTUAL WATER COMPANY

By: James P. Hadden

Its: Board Member

## ACKNOWLEDGMENT

STATE OF UTAH )
: ss.
COUNTY OF )

On the 12th day of October, 2023, Jim Hadden personally appeared before me, and having first been duly sworn, acknowledged to me that he is a Board Member of Interlaken Mutual Water Company, that he is duly authorized to execute the above Special Warranty Deed on behalf of Interlaken Mutual Water Company, and that he executed the above Special Warranty Deed for and on behalf of Interlaken Mutual Water Company.

BARTLETT SMITH
Notary Public - State of Utah
Comm. No. 711858
My Commission Expires on
May 5, 2024

Bartlett K. Smith
NOTARY PUBLIC

**Subject:** Re: 120Water & Interlaken, UT | Mailer
**Date:** Monday, November 6, 2023 at 12:05:50 PM Mountain Standard Time
**From:** Daniel Marnatti
**To:** Interlaken Clerk
**Attachments:** image001.png

Bart,

It is an 8 x 12, and what you are looking at there are both sides. It will come folded, with the delivery address on the outside, and then when it is opened up you will see the inside.

You are correct, there will be a link to the survey online next to the online on the finished product.

Here is the link and what the survey will look like online: https://120Water.formstack.com/forms/InterlakenUT

Please let me know if you have any other questions,

Daniel

On Mon, Nov 6, 2023 at 11:59 AM Interlaken Clerk <interlakenclerk@gmail.com> wrote:

> Hey Daniel-
>
> A couple questions:
>
> - I see from the sample that there are 2 pages. Could you tell me how the actual card is formatted? I'm having trouble what it looks like when delivered? Is it an 8.5" x 11" card that is folded or ?
> - The field nest to ONLINE is blank – will that be filled in?
>
>
> 
>
> Let me know – thanks,
>
> Bart Smith
>
> Interlaken Town Administrator
>
> (435) 565-3812
>
> ---
>
> **From:** Daniel Marnatti <daniel.marnatti@120water.com>
> **Date:** Monday, November 6, 2023 at 10:56 AM
> **To:** "interlaken.watermaster@gmail.com" <interlaken.watermaster@gmail.com>, Interlaken Clerk <interlakenclerk@gmail.com>
> **Subject:** Re: 120Water & Interlaken, UT | Mailer

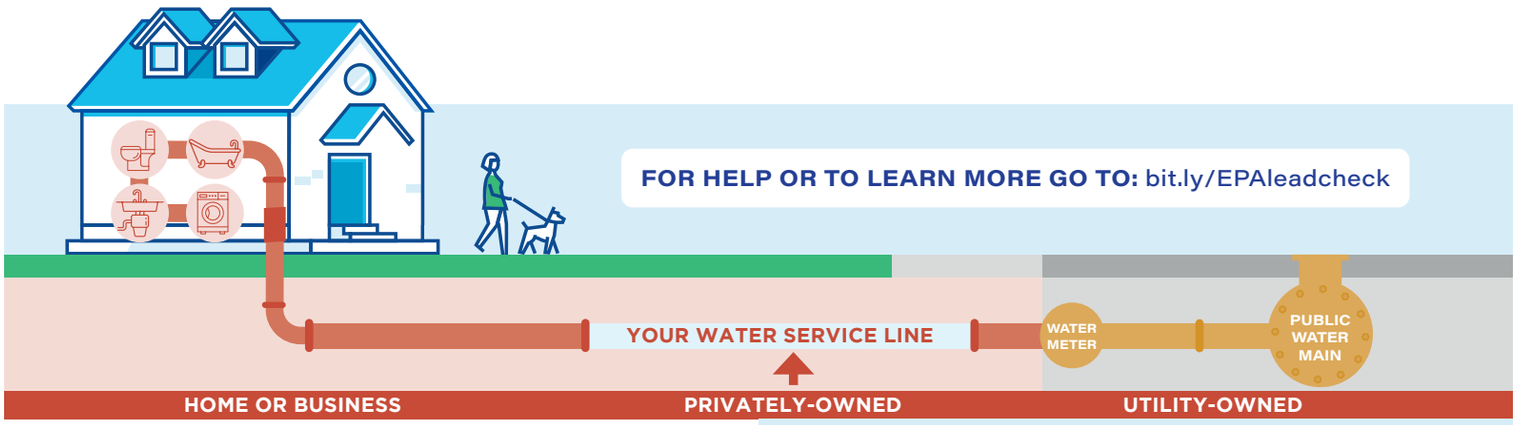
# TAKE THIS SHORT SURVEY
# TO HELP US PROTECT YOUR DRINKING WATER

**Interlaken** requests your help in completing this important survey to document the material of your water service line from the water meter to just outside of your house or business. The town is asking this information to determine if there is any lead in the resident's side of the service line and for the completion of a service line inventory map.

**Thank you for your response**

**This survey may be completed through one of the following methods:**

- **MAIL:** Back of this postcard
- **PHONE:** (800) 674-7961
- **EMAIL:** support@120water.com
- **ONLINE:**




NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

**BUSINESS REPLY MAIL**
FIRST-CLASS MAIL PERMIT NO. 3 ZIONSVILLE IN
POSTAGE WILL BE PAID BY ADDRESSEE

120WATER
PO BOX 19783
INDIANAPOLIS IN 46209-1994

# TAKE THIS SHORT SURVEY

**TO HELP US PROTECT YOUR DRINKING WATER**

NAME

ADDRESS

CITY, STATE, ZIP

PHONE

EMAIL

**My water service line—from the water meter to just outside of my home or business—is best described as one of the following:**

- ☐ Lead
- ☐ Galvanized steel
- ☐ Copper
- ☐ Plastic
- ☐ Other: _____
- ☐ Unknown
- ☐ **I am unsure and would like someone from Interlaken Town to assist me in identifying the material.**

**I have determined my service line material as follows:**

- ☐ I have observed the material and know what it is.
- ☐ I have been provided some form of documentation of the water service line material.
- ☐ It is my best guess.
- ☐ Other _____

**My house or business was built in one of the following time periods:**

- ☐ Prior to 1960
- ☐ 1960 to 1989
- ☐ After 1989
- ☐ I am unsure

Account ID:
Location ID:

**Complete. Tear. Mail.**

Interlaken requests your assistance in completing this survey. At your convenience, please answer all questions and detach the survey along the perforated edge. Once completed, simply place the detached survey in your nearest postal drop box.

If you have questions regarding this survey

**PLEASE CALL**
**1-800-674-7961**


**Interlaken Town**
PARTNERED WITH 120WATER
PO Box 1256
Midway, UT 84049


PRESORT STD.
U.S. POSTAGE
**PAID**
MIDWEST
COMMUNICATIONS

ECRWSS

******************ECRWSSEDDM****

POSTAL CUSTOMER

November 6, 2023
To the Interlaken Town Council-

I thought I'd bring to your attention the additional hours I've been billing the town for my services. Our current FY2024 budget designates $55,000 for my services – Line 38: Town Clerk and Webmaster.

To date, I've billed $21,007.75, but I have increased my hours significantly. I'm also raising my rates effective January 1, 2024 from $85/hr to $105/hr. This increase matches the rate we currently pay the project coordinator at TO Engineers. As I previously noted, I feel my services meet or exceed those of that position. Comparing my rates to those of an HOA manager, which run in the range from $90/hr to $150/hr, based on the scope of the tasks is, I think, a fair comparison.

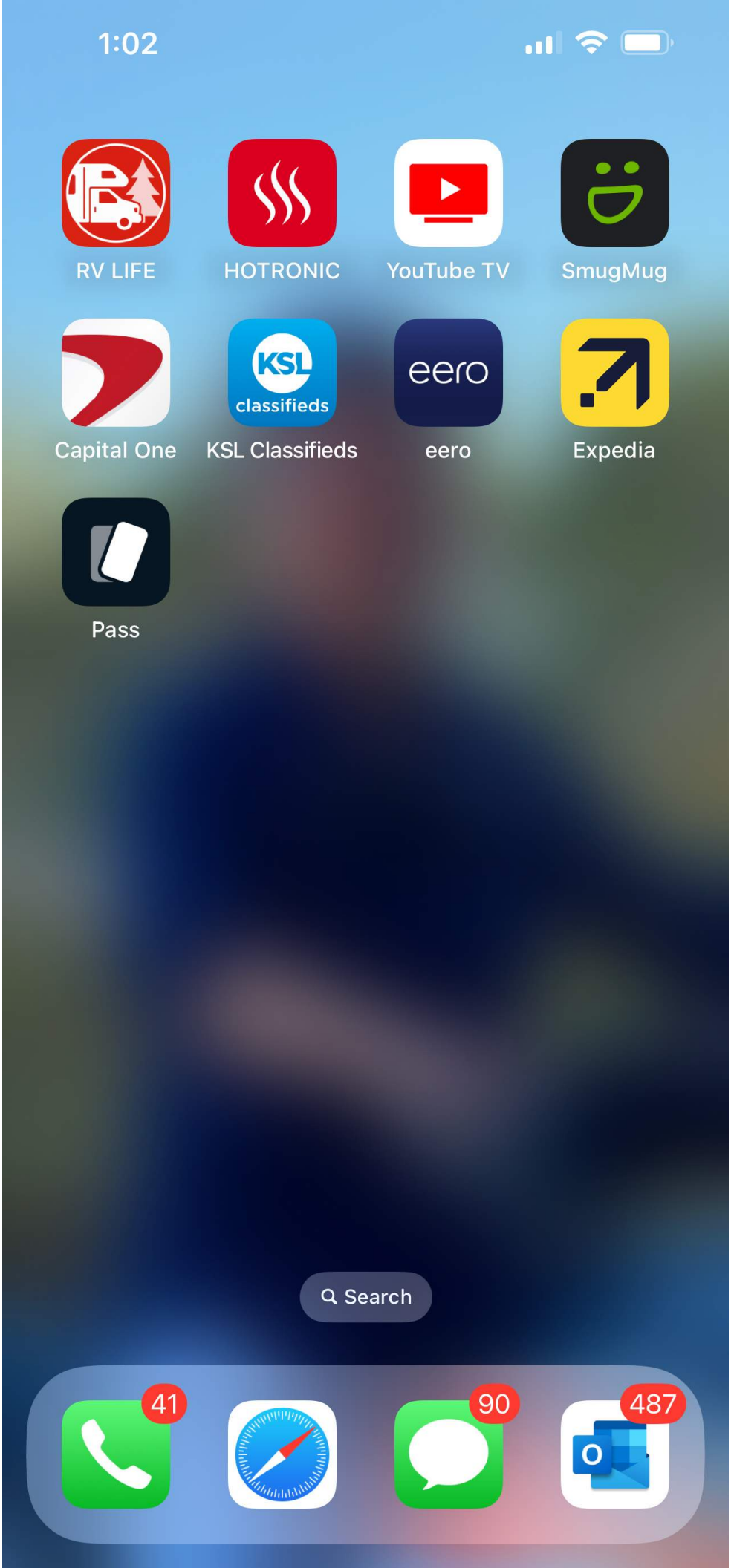
I realize that in the past my current weekly billing of 10-12 hours has been sufficient to take care of required state reporting, accounting tasks, basic communications with residents, contractors, the council, builders, and other outside entities. Starting this October, I've increased my workload to include many items that have been neglected over the years, or new items that require my attention. Adding these tasks increases my weekly billing to around 25 hrs per week, doubling the budgeted amount.

A short list of additional items that requires attention includes:

- Monitoring and developing materials to support the Verkada Security System
- RMA invoicing for The Reserves and BHR
- General town property oversight and maintenance
- Enforcement – developing Wasatch Sheriff Agreement, Noticing violations
- Updating Municipal Code, Building Documents, Fine Resolutions
- Increased State Reporting Requirements – AUP
- Water Rights
- Sensus Analytics System support for remote water reads
- DPW Site maintenance, repairs
- Reserves traffic enforcement
- Preparation of tools and instructions to aid future town administrators and staff
- Initiating Water and Road System Reserves Studies
- Researching Outside Grant Sources
- Preparing Long Term Financial Goals

I enjoy my work for and with the town, and really appreciate the support I've received from the council. In the same manner as last year, I'd like to offer my services for calendar year 2024, but with the hourly rate of $105/hr. I don't expect an immediate answer on this – I just wanted to give you an update and give you a chance to consider and discuss.

Thanks for all your support,
Bart Smith, Interlaken Town Administrator


1:02
RV LIFE
HOTRONIC
YouTube TV
SmugMug
Capital One
KSL Classifieds
eero
Expedia
Pass
Search
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90
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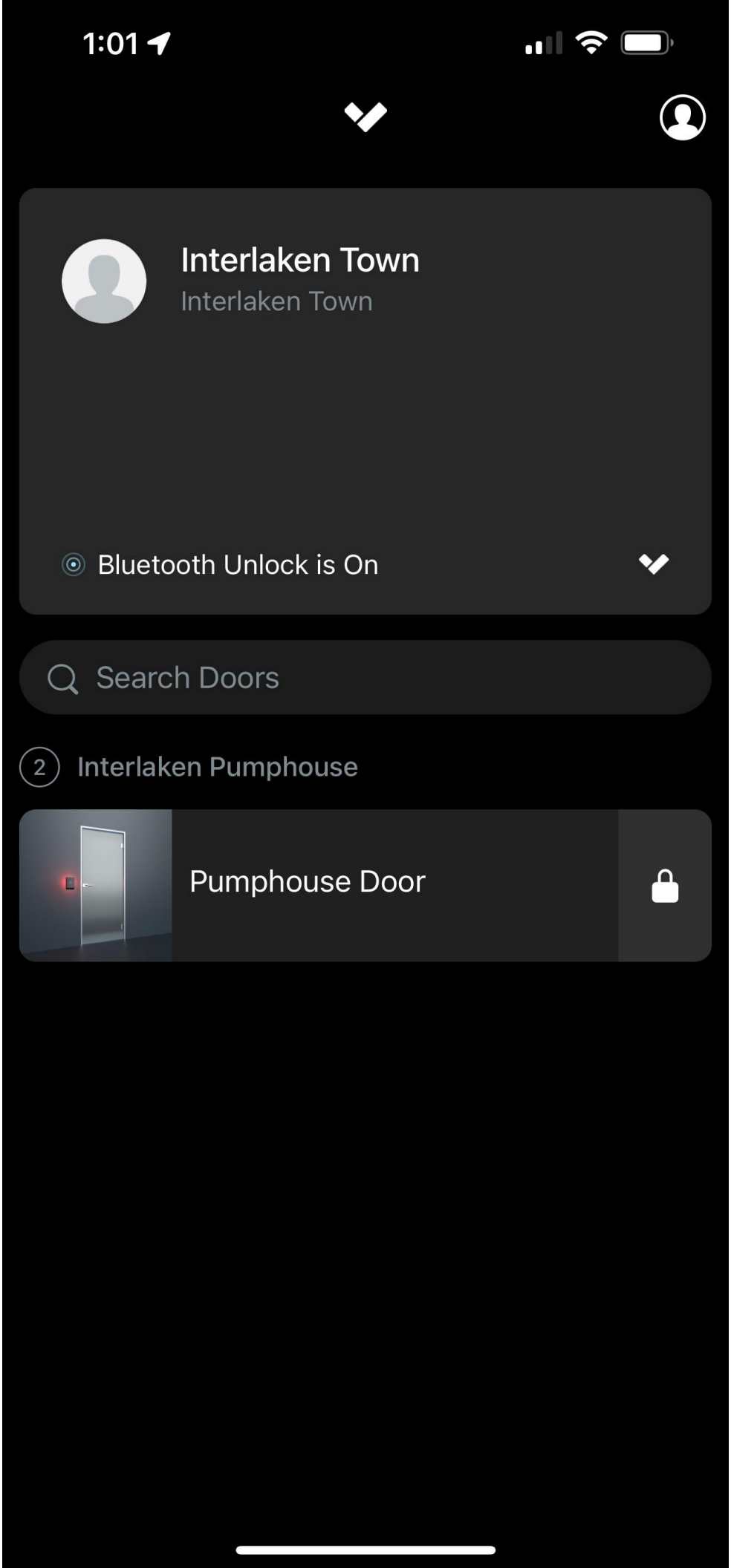
1:01
Interlaken Town
Interlaken Town
Bluetooth Unlock is On
Search Doors
2
Interlaken Pumphouse
Pumphouse Door

SEWER

SEWER

DUMPSTERS & RECYCLING FOR
INTERLAKEN TOWN RESIDENTS ONLY
DO NOT LEAVE MATERIAL
OUTSIDE THE DUMPSTER
CAMERAS IN USE
VIOLATORS SUBJECT TO $500 FINE