

Wasatch County  
State of Utah

OATH OF OFFICE  
TOWN OF INTERLAKEN

Council

I, Erin Merryweather, do solemnly swear that I will support, obey, and defend the Constitution of the United States and the Constitution of this State, and that I will discharge the duties of my office with fidelity.

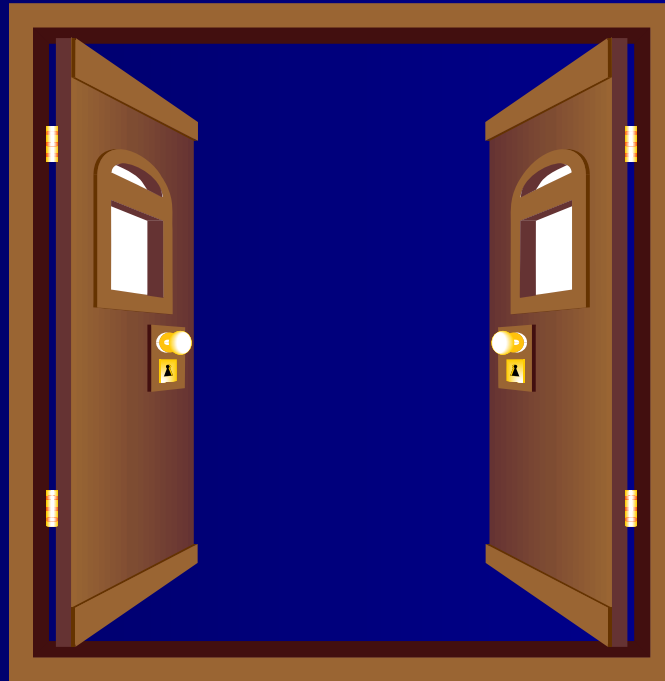
\_\_\_\_\_  
Erin Merryweather

Subscribed and sworn to before me this \_\_\_\_ day of, \_\_\_\_\_, 2\_\_\_\_.

My commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, Town Clerk, Bart Smith

# Open and Public Meetings Act Training



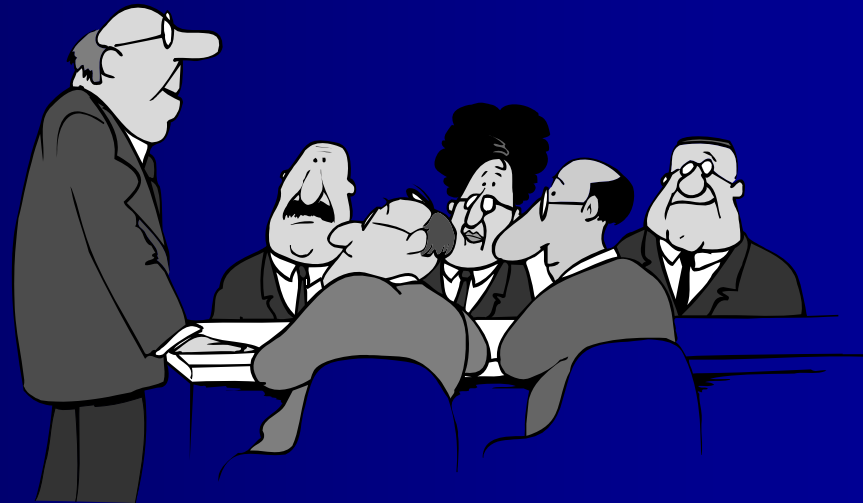
# Training Outline

- Background
- Public Policy
- Definitions
- General Rule
- Notice Requirements
- Minutes of Open Meetings
- Closing a Meeting
- Record of Closed Meetings
- Electronic Meetings
- Disruptive Behavior
- Litigation and Enforcement
- Board Hearings



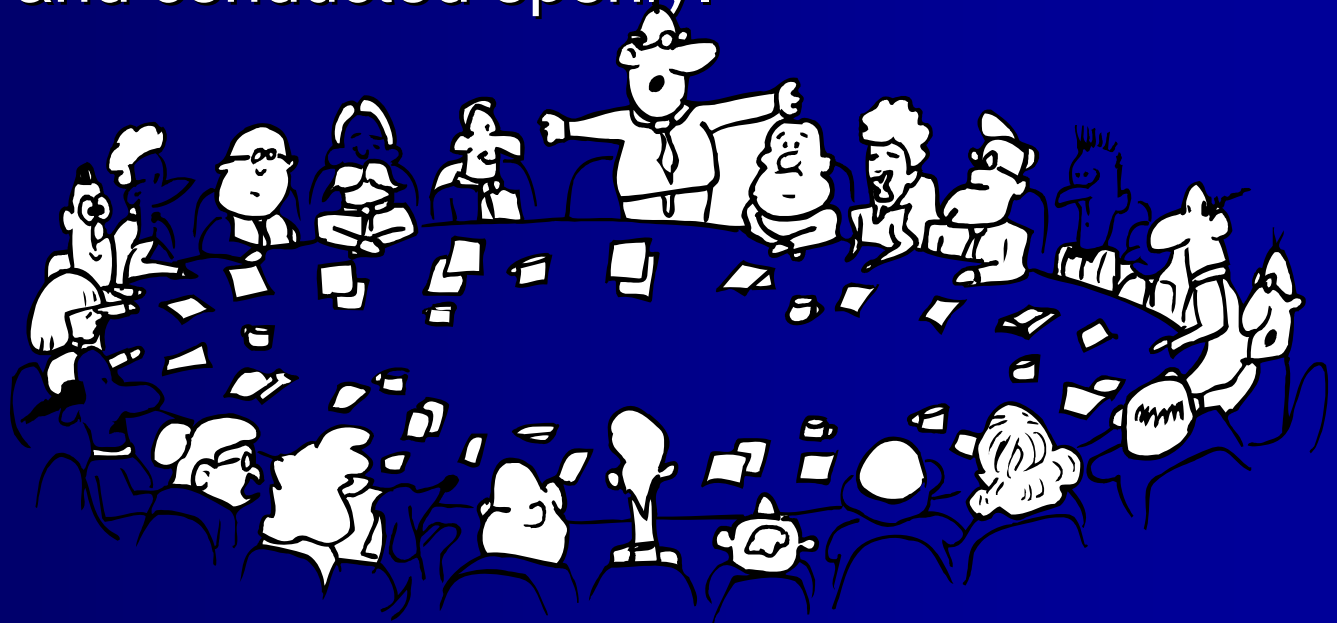
# Background - Training Requirement- §52-4-104

The presiding officer of each public body is responsible to ensure that all members of the public body are provided with annual training on the Open and Public Meetings Act (“OPMA”).



# Public Policy - §52-4-102

- Public bodies exist to aid in the conduct of the people's business.
- Their actions and deliberations should be taken and conducted openly.



# Definitions - §52-4-103(6)

- “Meeting” means the convening of a *public body*, with a *quorum* present, whether in person or by means of electronic communications, for the purpose of discussing, receiving comments from the public about, or acting upon a matter over which the public body has jurisdiction or advisory power.
- Includes a workshop or executive session of a public body.
- Does not mean a chance or social meeting.



# Definitions - §52-4-103(9)

“Public body” means any administrative, advisory, executive, or legislative body of the state or its subdivisions that:

1. is created by the Utah Constitution, a statute, rule, ordinance, or resolution;
2. consists of two or more persons;
3. expends, disburses or is supported in whole or part by tax revenue; and
4. is vested with the authority to make decisions regarding the public’s business.

# Definitions - §52-4-103(11)

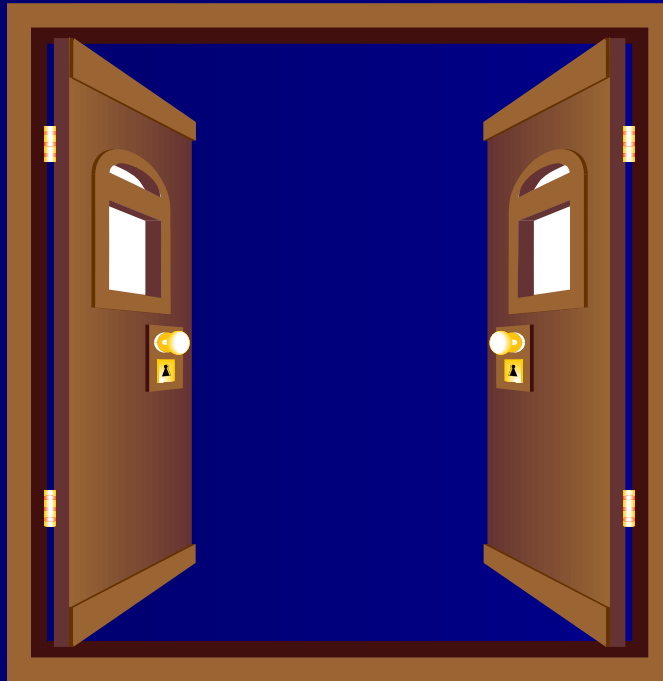
“Quorum” means a simple majority of membership of a public body, unless otherwise defined by applicable law.





# General Rule - §52-4-201(1)

Every meeting is open to the public unless closed under Sections 52-4-204, 52-4-205, and 52-4-206.



# Notice Requirements - §52-4-202(1)-(3)

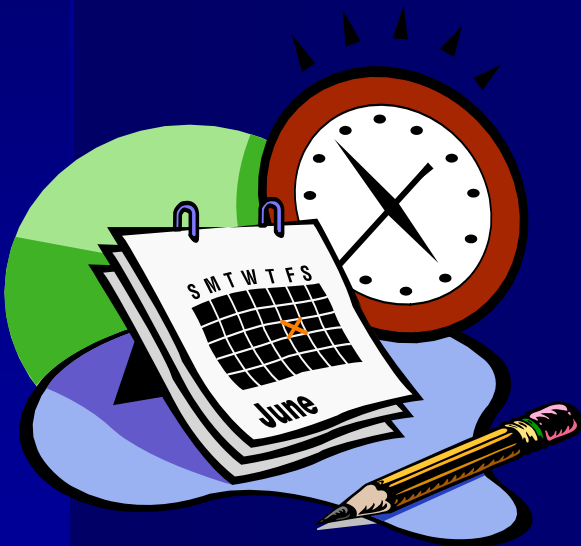
- Annual public notice of the date, time, and place of regularly scheduled board meetings.
- At least 24 hour public notice of the agenda, date, time and place of each of its meetings.
- The 24 hour public notice is satisfied by:

1. posting a notice:

- (a) on a public bulletin board at the Heber M. Wells Building; and

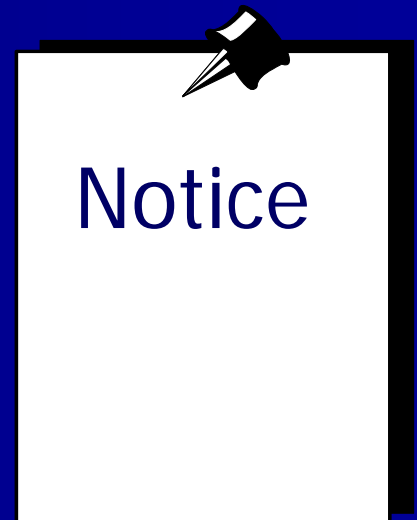
- (b) online at the Utah Public Notice Website (§ 63F-1-701).

2. providing notice to at least one newspaper of general circulation or to a local media correspondent. (This requirement is met if the public body posts notice on the Utah Public Notice Website under § 63F-1-701(4)(d)).



# Emergency Meetings - §52-4-202(5)

- When due to unforeseen circumstances it is necessary for a public body to hold an emergency meeting to discuss matters of an emergency or urgent nature, the notice requirements may be disregarded and the best notice practicable given.
- Before such a meeting is held an attempt must be made to notify all of its members and a majority must vote in favor to hold such a meeting.

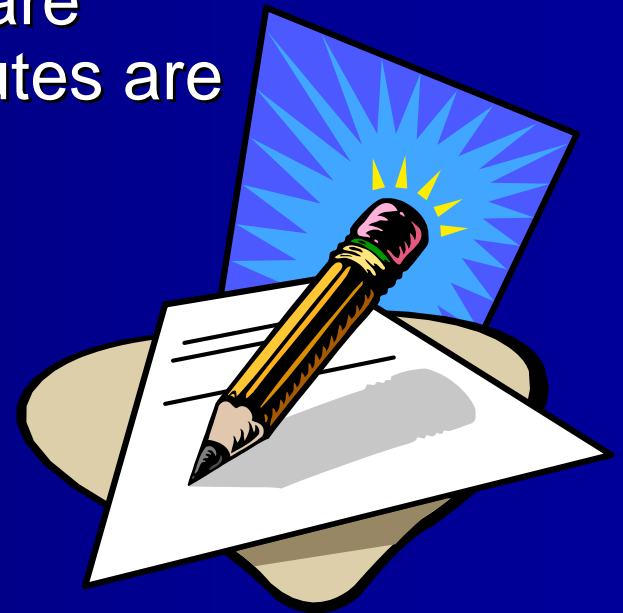


# Agenda Requirements - §52-4-202(6)

- A public notice that is required to include an agenda must be specific enough to notify the public as to the topics to be considered at a meeting.
- Except for emergency meetings, a public body may not consider a topic that is not listed under a properly noticed agenda.
- A topic not included on an agenda that is raised during an open meeting may be discussed but no final action may be taken at that meeting.

# Minutes and Recordings of Open Meetings - §52-4-203

- Except for site visits and field tours, written minutes and recordings must be kept of all open meetings.
- Pending minutes and recordings are public records, but approved minutes are the official record of action taken.
- Anyone in attendance can make their own recording unless it interferes with the conduct of the meeting.



# Minutes and Recordings of Open Meetings - §52-4-203(2)

Written minutes and recordings must include:

- a. the date, time and place of the meeting;
- b. the names of members present and absent;
- c. the substance of all matters proposed, discussed, or decided;
- d. a record by individual member, of votes taken;
- e. the name of each person who is not a member who provided testimony;
- f. the substance of any testimony or comments by the public; and
- g. any other information any member requests to be entered.

# Minutes and Recordings of Open Meetings - §52-4-203(4)

Written minutes and recordings of an open and public meeting are public records as follows:

- Pending minutes that have been prepared in a form awaiting only formal approval by the public body are a public record.
- Pending minutes that have not been adopted by the public body shall be marked “**awaiting formal approval**” or “**unapproved.**”
- Appropriately marked pending minutes shall be made available to the public 30 calendar days after the end of the public meeting.

# Minutes and Recordings of Open Meetings - §52-4-203(4)

(continued):

- Public bodies are required to establish and implement procedures for the public body's approval of the written minutes of each meeting.
- A recording of an open meeting shall be available to the public for listening within three business days after the end of the meeting.
- Approved minutes shall be posted to the Utah Public Notice Website within three business days after approval.
- Written minutes and recordings of an open meeting have a permanent retention schedule.



# Closing a Meeting - §52-4-204

Closed meetings are never required, but may be held provided:

- a. a quorum is present;
- b. two-thirds of the members in a properly noticed open meeting vote to close the meeting;
- c. the only matters discussed in the closed meeting are those permitted in Section 52-4-205; and
- d. no ordinance, resolution, rule regulation, contract or appointment is approved in the closed meeting.



**NO ADMITTANCE**

# Closing a Meeting - §52-4-204(4)

The following must be publicly announced and entered on the minutes the open meeting:

- the reason or reasons for holding a closed meeting;
- the location where the closed meeting will be held; and
- the vote by name, of each member of the public body, either for or against the motion to hold a closed meeting.



NO ADMITTANCE

# Closing a Meeting - §52-4-205

The purposes for closing a meeting include:

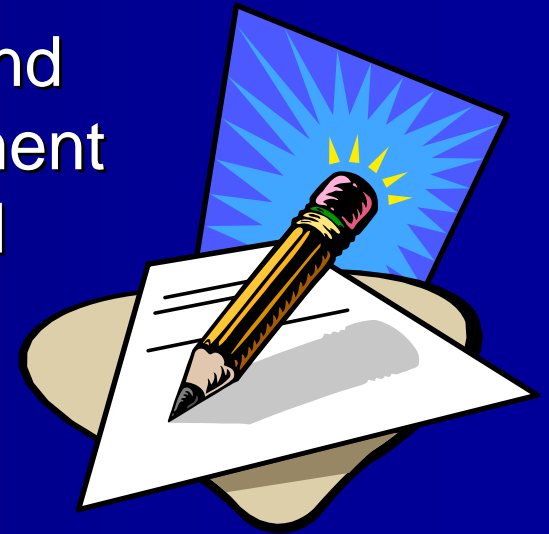
- discussion of the character, professional competence, or physical or mental health of an individual;
- strategy sessions to discuss pending or reasonably imminent litigation;
- deployment of security personnel, devices, or systems; and
- investigative proceedings regarding allegations of criminal misconduct.



NO ADMITTANCE

# Record of Closed Meetings - §52-4-206(1) & (2)

- Except where a sworn statement is required, a recording of the closed meeting is required and detailed written minutes may be kept.
- Recordings must be a complete and unedited record from commencement through adjournment of the closed meeting.



# Record of Closed Meetings - §52-4-206(3)

The recording and any minutes of a closed meeting must contain:

- the date, time, and place of the meeting;
- the names of members present and absent; and
- the names of all others present except where the disclosure would infringe on the confidentiality necessary to fulfill the original purpose of closing the meeting.

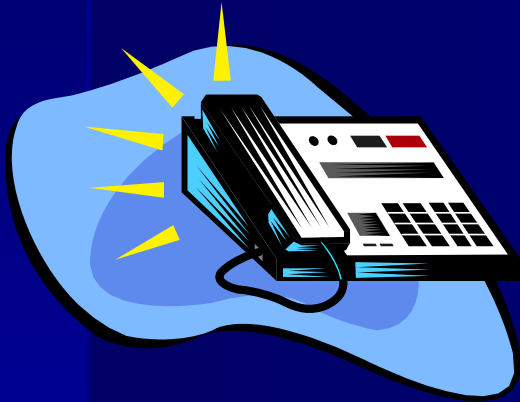
# Record of Closed Meetings - Sworn Statements - §52-4-206(6)

- Instead of a recording, a sworn statement is required from the person presiding at a meeting if a public body closes a meeting exclusively for the purpose of:
  - discussing character, professional competence, or physical or mental health of an individual; or
  - discussing the deployment of security personnel, devices, or systems.

# Electronic Meetings - §52-4-207(2)

A public body may not hold an electronic meeting unless it has adopted a resolution, rule, or ordinance governing the use of electronic meetings. Commerce R151-1-2 provides:

- Such meetings are permitted but may be limited based on budget, public policy, or logistical considerations.
- A director or designee may establish such meetings on his or her own initiative or acting upon a timely request from a board member.
- A quorum of a board is not required to be present at a single anchor location.
- Any number of separate connections are permitted unless limited based upon available equipment, etc.



# Electronic Meetings - §52-4-207(3)

A public body convening or conducting an electronic meeting must:

- give public notice under Section 52-4-202;
- post written notice at the anchor location(s);
- provide at least 24-hour notice to the public body, including how members will be connected, so members may participate in and be counted as present for all purposes;
- establish one or more anchor locations, at least one of which must be in the normal meeting location, and provide space and facilities so that interested persons and the public can attend, monitor, and participate; and
- provide space and facilities at the anchor location so interested persons and the public can attend, monitor and participate.



# Definitions - §52-4-103

- “Electronic meeting” means a public meeting convened or conducted by means of a conference using electronic communications.
- “Anchor location” means the physical location from which an electronic meeting originates or the participants are connected.
- “Participate” means the ability to communicate with all of the members of a public body, either verbally or electronically, so that each member of the public body can hear or observe the communication.

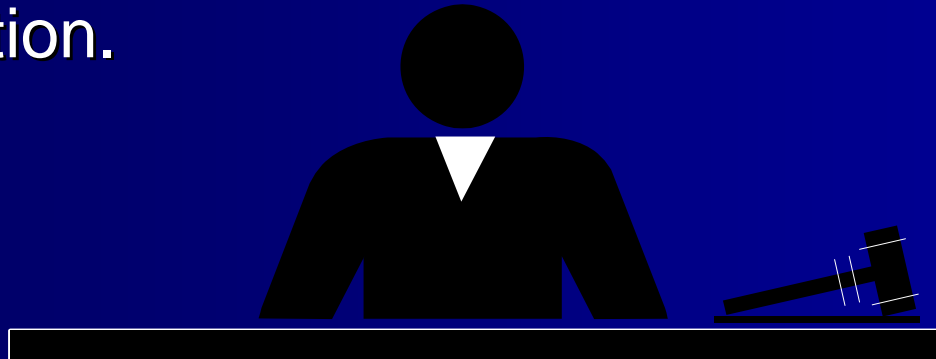
# Disruptive Behavior at a Meeting - §52-4-301



- A public body may remove any person who willfully disrupts a meeting to the extent that orderly conduct is seriously compromised.
- Such a removal does not constitute closing the meeting.

# Voiding a Public Meeting - §52-4-302

- Final action in a meeting held in violation of the requirements for open, emergency, and electronic meetings is voidable in court.
- A lawsuit to void any final action must be filed within 90 days after the date of the action.



# Enforcement of OPMA- §52-4-303

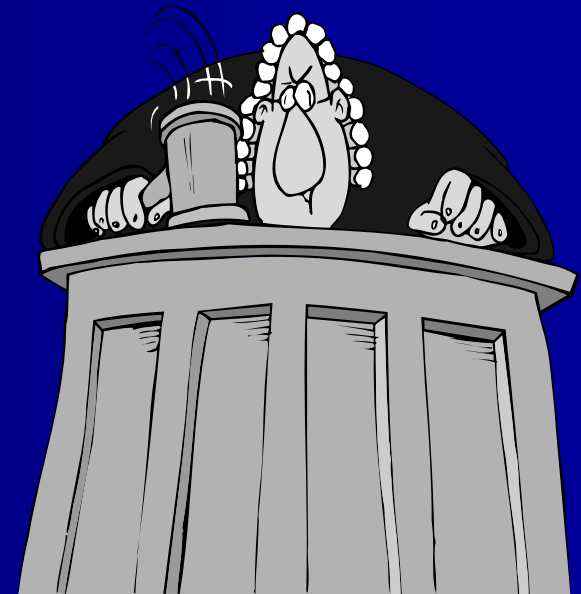
- The attorney general and county attorneys are responsible for enforcement of the OPMA.
- The attorney general is required on at least a yearly basis to provide notice to all public bodies of any material changes to the OPMA.
- A person denied any right under the OPMA may bring suit to compel compliance with or enjoin violations or determine the applicability of the OPMA, and may be awarded attorney fees and court costs if successful.

# Action Challenging Closed Meeting - §52-4-304

- In a lawsuit brought to challenge the legality of a closed meeting a court is required to review the recording or written minutes of the closed meeting in camera, and decide the legality of the closed meeting.
- If the court determines that the public body did not violate the OPMA regarding closed meetings, it must dismiss the case without disclosing or revealing the information from the recording or minutes of the closed meeting.
- If the court determines the public body did violate the OPMA regarding closed meetings, it must publicly disclose or reveal from the recording or minutes all information about the portion of the meeting that was illegally closed.

# Criminal Penalty for Closed Meeting Violation - §52-4-305

A knowing or intentional violation of the OPMA or aiding or advising another to violate the closed meeting provisions of the OPMA is classified as a class B misdemeanor.



# Board Hearings – R151-4-703

- Board Hearings are open to the public, unless closed by the hearing officer under the Utah Administrative Procedures Act or by the Board under the OPMA.
- Board hearing deliberations are exempt from the OPMA.
- Board hearing deliberations are closed to the public.



Wasatch County  
State of Utah

Open and Public Meetings Act Training Affidavit  
TOWN OF INTERLAKEN

BEFORE ME, the undersigned Notary, \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, personally appeared \_\_\_\_\_, known to me to be a credible person and of lawful age, who being by me first duly sworn, deposes and says this statement of facts:

I, \_\_\_\_\_, do solemnly swear that I have completed the OPMA training for public officials either remotely, or by attending an in-person class, sometime in the Interlaken Town fiscal year 2023, in the period from July 1, 2022 through June 30, 2023.

Signature of Affiant \_\_\_\_\_ Date: \_\_\_\_\_

Affiant Name \_\_\_\_\_

Affiant Address \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of, \_\_\_\_\_, 20 \_\_\_\_.

Notary Seal

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Notary Name

NOTARY PUBLIC

My commission expires:\_\_\_\_\_.



Interlaken Town  
 Statement of Revenue and Expense  
 July through December 2023

	Jul - Dec 23	Jul - Dec 22
Ordinary Income/Expense		
Income		
60801 · General Fund Revenue		
60000 · Water Revenue	4,089.02	2,916.00
60100 · Summer Water overage	425.00	0.00
60101 · Road and Transportation Reve...	765.54	92,838.70
60102 · 1% Sales Tax Revenue	12,536.95	17,528.21
60103 · B&C Road Tax	7,955.48	8,107.23
60104 · Transfer Fees	150.00	150.00
60105 · Late Fees	425.00	250.00
60800 · Interest Income	1,254.69	706.45
60801 · General Fund Revenue - Other	855.00	0.00
<b>Total 60801 · General Fund Revenue</b>	<b>28,456.68</b>	<b>122,496.59</b>
60200 · Building Fee		
60201 · Application Fee	1,200.00	2,600.00
60202 · Water connection Fee	700.00	500.00
60203 · Road Impact Fee	11,471.90	11,250.00
60200 · Building Fee - Other	8,101.23	8,990.16
<b>Total 60200 · Building Fee</b>	<b>21,473.13</b>	<b>23,340.16</b>
<b>Total Income</b>	<b>49,929.81</b>	<b>145,836.75</b>
<b>Gross Profit</b>	<b>49,929.81</b>	<b>145,836.75</b>
Expense		
Safety and Enforcement Supplies	264.73	132.86
70000 · Administrative Expenditures		
70114 · Web Hosting & IT Service	1,783.50	248.18
70115 · Misc. Admin Expenses	673.92	0.00
70116 · Association Memberships	269.00	0.00
70109 · Advertising Expenses	23.13	0.00
70103 · Accounting & Bookkeeping Fees	8,073.55	7,128.50
70100 · Animal Control	1,286.97	1,839.52
70106 · Consulting Services	0.00	69.30
70120 · Insurance	4,712.93	4,835.13

9:28 AM  
01/08/24  
Cash Basis

Interlaken Town  
Statement of Revenue and Expense  
July through December 2023

	Jul - Dec 23	Jul - Dec 22
70108 · Town Attorney Legal Fees	4,537.00	0.00
70119 · Meeting Advertising	582.76	30.06
70110 · Office Expense	708.03	418.57
70105 · Plan Review & Inspections	5,812.50	4,841.25
70117 · Road Signage	74.23	0.00
70111 · Town Clerk	35,394.00	10,170.00
70000 · Administrative Expenditures - ...	599.00	0.00
<b>Total 70000 · Administrative Expenditures</b>	<b>64,530.52</b>	<b>29,580.51</b>
<b>Road Maintenance Expenditures</b>		
70118 · Annual DPW Site Maintenance ...	840.04	64.99
70205 · Brush Removal and Wild fire Mid	26,200.00	6,611.55
70206 · Road Signage	0.00	2,361.01
71000 · Depr. Expense-Roads	0.00	5,100.00
70207 · Additional Contract Services	2,181.12	10,389.35
70201 · Annual Road Repair	1,311.68	5,757.18
70203 · Supplies (Salt, Sand, Etc)	1,527.41	1,200.00
70204 · Snow Removal	22,000.00	16,000.00
<b>Total Road Maintenance Expenditures</b>	<b>54,060.25</b>	<b>47,484.08</b>
<b>Water System Expenditures</b>		
70311 · Additional Water Sys Contract S	709.76	0.00
70310 · Annual Memberships	0.00	421.00
70308 · Water System Maint & Repair	1,617.53	666.19
70309 · Misc. Water Expense	577.68	1,281.35
70300 · Interest Expense	0.00	2,690.53
70301 · Chemicals & Monitoring	198.88	1,844.00
70302 · Meter Repair/Replacement/up...	45,853.07	8,133.20
70303 · Payroll Expenses	14,660.12	14,259.00

9:28 AM  
01/08/24  
Cash Basis

Interlaken Town  
Statement of Revenue and Expense  
July through December 2023

---

	<u>Jul - Dec 23</u>	<u>Jul - Dec 22</u>
70304 · Telemetry System	0.00	945.10
70305 · Utilities Gas & Electric	<u>3,938.15</u>	<u>4,661.33</u>
Total Water System Expenditures	<u>67,555.19</u>	<u>34,901.70</u>
Total Expense	<u>186,410.69</u>	<u>112,099.15</u>
Net Ordinary Income	<u>(136,480.88)</u>	<u>33,737.60</u>
Net Income	<u><u>(136,480.88)</u></u>	<u><u>33,737.60</u></u>

QTR1 & QTR2 : 7/1/23 - 12/31/23		Interlaken Town Statement of Revenue and Expense											
		QTR1 & QTR2 : 7/1/23 - 12/31/23, 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	
<b>Revenue - All Accounts</b>													
5 Annual Wasatch County Tax Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 957	\$ 187,000	
6 Prior Year Assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7 Late Fees - Assessments (all years)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8 1% State Sales Tax (estimate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,922	\$ 32,000	
all Interest Income	\$ 190	\$ 50	\$ 127	\$ 22	\$ 600	\$ 80	\$ 589	\$ 100	\$ 91	\$ 20	\$ 66	\$ 30	
12 New Owner Transfer Fees-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13 B&C Road Tax (estimate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,924	\$ 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 850	\$ -	
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)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ 1,800	\$ -	\$ -	
170 Water Connect Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700	\$ 1,000	\$ -	\$ -	
171 Road Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000	\$ 7,500	\$ -	\$ -	
172 Damage Deposits - Refundable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,972	\$ 7,500	\$ -	\$ -	
173 Completion Deposits - Refundable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ 4,500	\$ -	\$ -	
173a Plan Review & Inspections (Town Engineer)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,101	\$ 15,000	\$ -	\$ -	
173b Variance Application Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240	\$ -	\$ -	\$ -	
<b>Total Revenue</b>	<b>\$ 190</b>	<b>\$ 50</b>	<b>\$ 7,245</b>	<b>\$ 177,422</b>	<b>\$ 600</b>	<b>\$ 80</b>	<b>\$ 589</b>	<b>\$ 100</b>	<b>\$ 36,064</b>	<b>\$ 37,560</b>	<b>\$ 27,718</b>	<b>\$ 241,030</b>	
<b>Transfers into General Fund</b>													
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Transfers out of General Fund</b>													
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Transfers into Water Revenue Fund (Checking)</b>													
100 Transfer from Building Fund (Water Connect Fees)	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
101 Transfer from Bond Sinking Fund for current year Water Bond payment	\$ -	\$ -	\$ 82,707	\$ 82,533	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
102 Transfer from Water Reserve Fund for Capital Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Transfers out of Water Revenue Fund</b>													
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)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Transfers into Transportation Reserve Fund</b>													
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	\$ -	\$ -	\$ -	\$ -	

QTR1 & QTR2 : 7/1/23 - 12/31/23		Interlaken Town Statement of Revenue and Expense											
		QTR1 & QTR2 : 7/1/23 - 12/31/23, 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	
<b>Transfers out of Transportation Reserve Fund</b>													
83	Transfer to General Fund for Transportation Capital Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Transfers into Water System Capital Reserves Fund</b>													
154	Transfer from Water Revenue Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,275	\$ -	\$ -	\$ -	\$ -	\$ -	
154a		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Transfers out of Water System Capital Reserves Fund</b>													
161	Transfer to Water Revenue Fund for Capital Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Transfers into Building Fund</b>													
177	Transfer from General Fund - Special Engineering Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Transfers out of Building Fund</b>													
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)	\$ -	
<b>Transfers into Bond Sinking Fund</b>													
138	Transfer from Water Revenue Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Transfers out of Water Bond Sinking Fund</b>													
141	Transfer to Water Revenue Fund to pay current year bond	\$ (82,707)	\$ (82,533)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Transfers Between Funds</b>		<b>\$ (82,707)</b>	<b>\$ (82,533)</b>	<b>\$ 82,707</b>	<b>\$ (39,742)</b>	<b>\$ -</b>	<b>\$ 78,275</b>	<b>\$ -</b>	<b>\$ 64,500</b>	<b>\$ -</b>	<b>\$ (10,300)</b>	<b>\$ -</b>	
<b>General Fund Expenses</b>													
<b>Administrative Expense</b>													
37	Commissions, Committee, Council Mtg Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,000)	
38	Town Clerk & Webmaster	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (35,394)	\$ (55,000)	
39	Association Memberships	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (269)	\$ (1,000)	
40	Web Hosting & IT Services (WIX,GoDaddy,Zoom,Dropbox,ViaSat,Calling Post)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (787)	\$ (1,500)	
40a	Town Council Equipment & Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,278)	\$ (500)	
41	Meeting Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (583)	\$ (200)	
42	Bookkeeping, Accounting, CPA Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (8,143)	\$ (13,000)	
43	Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (29)	\$ -	
44	Town Attorney	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,177)	\$ (10,000)	
44a	Attorney fees for BHR settlement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
45a	Animal Control through Interlocal Agreement w/ Heber City	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,287)	\$ (5,000)	
45b	Municipal Election Balloting & Noticing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (23)	\$ (200)	
46	Misc. Admin. Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (614)	\$ (500)	
47	Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,713)	\$ (5,000)	
48	Office Supplies (postage + supplies)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (507)	\$ (1,500)	
49	Building Inspector	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
51	Additional Consulting Fees (Codifiers, etc.)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,000)	
51a	Federal IRS Payroll Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,960)	\$ (5,500)	
51b	CARES Act - WCFD Fire Mitigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
51c	Safety and Enforcement (Wasatch County Sheriff Agreement)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (265)	\$ (10,500)	
51d		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Administrative Expenses</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (60,029)</b>	<b>\$ (112,400)</b>	
<b>Annual Road Maintenance Expense from General Fund</b>													
55	Annual Road Repair & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (41,463)	\$ (60,000)	
56	Additional Contract Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,385)	\$ (3,000)	
56a	Road Signage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (84)	\$ (2,000)	
57	Contract Service (Snow Removal)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (22,000)	\$ (60,000)	
58	Supplies - Salt, Sand, etc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,527)	\$ (6,000)	
58a	<b>Annual Fire Mitigation Expenses</b>												
58b	Brush Removal and Fire Mitigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (26,200)	\$ (12,000)	
59	<b>Annual Road Capital Expenses</b>												
60	Capital Investment in Roads	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (25,000)	

QTR1 & QTR2 : 7/1/23 - 12/31/23		Interlaken Town Statement of Revenue and Expense											
		QTR1 & QTR2 : 7/1/23 - 12/31/23, 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	<b>DPW Expenses</b>												
60b	DPW Site Construction - Capital Investment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,000)
60c	Annual DPW Site Maintenance Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (840) \$ (500)
61	<b>Total Road Maintenance, Capital Improvements, DPW Expenses</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (93,499) \$ (170,500)
	<b>Total General Fund Expenses</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (153,528) \$ (282,900)
	<b>Water Revenue Fund Expenses</b>												
	<b>Bond Payment</b>												
114	Water Bond Payment, Due annually in January	\$ -	\$ -	\$ -	\$ (78,275)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
115	<b>Operating Expenses</b>												
116	Payroll - Water Masters	\$ -	\$ -	\$ (11,254)	\$ (26,400)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
117	Meter Repair/Replacement, Water System Equipment, Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
118	Chemicals & Monitoring	\$ -	\$ -	\$ (199)	\$ (800)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
119	Telemetry System Operating Costs	\$ -	\$ -	\$ -	\$ (2,700)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
120	Water Share Fee, Education, etc.	\$ -	\$ -	\$ -	\$ (450)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
121	Gas Heat	\$ -	\$ -	\$ (176)	\$ (1,200)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
122	Electricity	\$ -	\$ -	\$ (4,382)	\$ (7,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123	Payroll Taxes - Water Masters - State & Federal 941	\$ -	\$ -	\$ (798)	\$ (4,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123a	Workman's Comp Insurance for Water Master	\$ -	\$ -	\$ (331)	\$ (1,200)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123b	Misc. Water Expenses	\$ -	\$ -	\$ (989)	\$ (1,500)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123c		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123d		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123e	<b>Capital Investment in Water System</b>												
123f	Purchase of Generator and Installation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123g	Pump Replacements, Telemetry System, Meter Upgrades	\$ -	\$ -	\$ (39,271)	\$ (40,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
124	<b>Repair and Maintenance</b>												
125	Additional Contract Services - Tank Main., Rate Studies, Consults	\$ -	\$ -	\$ (1,506)	\$ (4,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
126	Annual Generator Maintenance	\$ -	\$ -	\$ (6,326)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
126a	General Water System Maintenance & Repair	\$ -	\$ -	\$ (1,209)	\$ (5,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Total Water Revenue Fund Expenses</b>	\$ -	\$ -	\$ (66,440)	\$ (172,525)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Building Fund Expenses</b>												
187	Refunds of Damage Deposits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (11,500)	\$ (5,000)	\$ -	\$ -
188	Refunds of Completion Deposits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,900)	\$ (3,000)	\$ -	\$ -
188a	Plan Review & Inspections (Town Engineer)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,813)	\$ (12,000)	\$ -	\$ -
188b	Additional Contractual Services (Town Engineer)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
188c	Plan Review by Planning Commission	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (450)	\$ -	\$ -
	<b>Total Building Fund Expenses</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (24,213)	\$ (20,450)	\$ -	\$ -
	<b>Total Expenses (General, Water Revenue, Building)</b>	\$ -	\$ -	\$ (66,440)	\$ (172,525)	\$ -	\$ -	\$ -	\$ -	\$ (24,213)	\$ (20,450)	\$ (153,528)	\$ (282,900)
	<b>Net Change in Balance (Revenue+Transfers+Expenses)</b>	\$ (82,516)	\$ (82,483)	\$ 23,511	\$ (34,845)	\$ 600	\$ 78,355	\$ 589	\$ 64,600	\$ 11,851	\$ 6,810	\$ (125,810)	\$ (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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Ending Balance</b>	\$ -	\$ 33	\$ 226,519	\$ 168,163	\$ 160,750	\$ 238,505	\$ 233,865	\$ 297,877	\$ 126,841	\$ 121,800	\$ 35,658	\$ 109,398

Tuesday, January 9, 2024 at 18:15:13 Mountain Standard Time

---

**Subject:** Jan'24 billing statement for loan 3F246  
**Date:** Tuesday, December 12, 2023 at 8:42:05 AM Mountain Standard Time  
**From:** Teresa Facer  
**To:** interlakenclerk@gmail.com  
**Attachments:** Interlaken, 3F246.pdf

Good Morning,

Attached is your Jan'24 annual billing statement. This is your final payment on this loan. 😊

If you have any questions please let me know. And will you please let me know you received this email? Thanks, Teresa

--



**Teresa Facer**  
Utah Department of Government Operations  
Division of FINANCE  
Financial Analyst  
801-957-7737

UTAH STATE DIVISION OF FINANCE  
PO BOX 141031

Page: 1 Period Ending: 01/09/24

SALT LAKE CITY UT 84114-1031  
(801) 957-7737

Loan Number...: 3F246 DDW  
Address .....: XXX

Borrower ID Code: 2618

INTERLAKEN TOWN  
BART SMITH  
PO BOX 1256  
MIDWAY UT 84049

\*\*\*\*\*  
\* Please Remit 75,772.94 \*  
\*\*\*\*\*  
TERMS: Payment is Due 01/10/24

\*\*\*\*\* BALANCE AS OF 12/11/23 \*\*\*\*\*

Current Loan Amount..	575,473.66	Borrower Funds Bal...	0.00
Original Loan Amount.	578,000.00	IR Bal. after Bill...	0.00
Interest Margin/Rate.	1.80000	Net Prin Undisbursed.	0.00
Billing Rate.....	1.80000	Undisbursed.....	0.00
Interest Paid YTD....	0.00	Disbursed to Date....	575,473.66

\*\*\*\*\* Activity this period \*\*\*\*\* Receivables this period \*\*\*\*\*

Prev. Principal Bal..	149,473.66	Prev Balance Due....	77,690.53
Loan Funds Disbursed.	0.00	Pymts To Interest...	2,690.53
Payments Received....	75,000.00	Pymts To Princ Due...	75,000.00
Rate Option Transfers	0.00	Pymts To Late Charge.	0.00
Current Balance.....	74,473.66	Pymts To Escrows....	0.00
		Pymts To Fees.....	0.00
Prev. Borr Fund Bal..	0.00	Balance.....	0.00
Current Disbursements	0.00		
Adjustment Journals..	0.00	Interest Bill Adj....	41.25-
Current Balance:.....	0.00	Current Interest Due.	1,236.27
		Interest Estimate...	104.26
Prev. Defer Int. Bal.	0.00	Interest Adjustments.	0.00
Applied to Principal.	0.00	Principal Due.....	74,473.66
Deferred this period.	0.00	Late Charges Due....	0.00
End Deferred Int Bal.	0.00	Escrows Due.....	0.00
Collect Rate.....	0.00000	Fees Due.....	0.00

\*\*\*\*\*

Branch: DDW	*Statement Amount.....	75,772.94 *
Loan...: 3F246	*Interest To Be Applied From Reserve	0.00 *
	*Amount to be Remitted.....	75,772.94 *

\*\*\*\*\*

If payment is not received by 02/09/24, it will be subject to a late charge and additional interest as provided in the Note.



SALT LAKE CITY    UT 84114-1031      Loan Number....: 3F246      DDW  
 (801) 957-7737      Address .....: XXX

LOAN 3F246		LOT:	BLOCK:	ADDRESS: XXX		
DATE	DESCRIPTION	BUDGET	CHECK	TRANS AMT.	LOAN BAL.	REC. BAL.
12/11	BALANCE FORWARD	RATE 1.80000			149,473.66	77,690.53
12/29	Payment - Check					2,690.53
	Payment - Check		1401	75,000.00	74,473.66	
12/29	Payment - Check			2,690.53		0.00
12/11	ACCRUAL FOR 01/09/24 CUT ADJUSTMENTS			41.25-		41.25-
12/11	ACCRUAL FOR 01/09/24 PRINCIPAL			74,473.66		74,432.41
12/11	ACCRUAL FOR 01/09/24 INTEREST			1,340.53		75,772.94
	RESULTING BALANCE	RATE 1.80000			74,473.66	75,772.94

## PROMISSORY NOTE

Maximum Principal Amount: \$1,248,000

Date: June 10, 2003

Borrower: Interlaken Mutual Water  
Company  
P. O. Box 399  
Midway, Utah 84049

Lender: Utah Drinking Water Board  
P. O. Box 144830  
Salt Lake City, Utah  
84114-4830  
Attn: Chairman

"Borrower" means Interlaken Mutual Water Company. "Lender" means The State of Utah, acting through its Drinking Water Board, or any other person who holds this Note. "Note" means this Promissory Note. "Loan" means that portion of the loan advanced by Lender to Borrower in the amount of this Note. "Loan Agreement" means the Loan Agreement, dated June 10, 2003, between Lender and Borrower, and any subsequent modifications or amendments thereof.

1. **Promise to Pay.** Borrower promises to pay to Lender, or order, in lawful money of the United States of America, the Total Principal Amount of the Loan as set forth in the Certificate of Dates of Payment and Amount set forth at the end of this Note, together with interest (as described in paragraph 2 of this Note) on the unpaid principal balance until paid in full. As funds are disbursed by Lender pursuant to the procedure described in Section 2.5 of the Loan Agreement, those funds shall be listed on the Certificate of Payments and Amount attached to this Note; and the Total Principal Amount of this Note shall be the cumulative amount of Loan proceeds disbursed by Lender as set forth on said Certificate.

2. **Interest.** The outstanding Principal Amount of this Note balance shall bear interest from each date of delivery of Loan proceeds by Lender as set forth below:

(a) **Rate.** Interest shall accrue on the outstanding Principal Amount of this Note at a rate equal to 1.8% per annum.

(b) **Calculation Basis.** For purposes of this Note, interest will be calculated based on a year consisting of 360 days.

3. **Payments.** Borrower will make payments of accrued interest and principal under this Note as follows:

(a) **Interest-Only Payment.** Borrower will make a payment of interest only on January 1, 2004. To the extent there are Loan proceeds available as provided in the Loan Agreement, accrued interest may be paid by disbursement of Loan proceeds. Otherwise, Borrower will pay the accrued interest to Lender without benefit of the Loan proceeds on each interest payment date.

(b) **Principal and Interest Payments.** The entire outstanding Principal Amount of this Note, together with all accrued and unpaid interest thereon, will be due and payable in twenty (20) annual installments of principal and interest, commencing on January 1, 2005, and continuing on each January 1 thereafter until the entire principal balance of this Note and all interest thereon have been paid in full. On each such payment date, the amount of principal payable by Borrower shall be as set forth below:

<u>Year</u>	<u>Principal Installment</u>
2005	\$ 52,000
2006	\$ 53,000
2007	\$ 54,000
2008	\$ 55,000
2009	\$ 56,000
2010	\$ 57,000
2011	\$ 58,000
2012	\$ 60,000
2013	\$ 61,000
2014	\$ 62,000
2015	\$ 63,000
2016	\$ 64,000
2017	\$ 65,000
2018	\$ 66,000
2019	\$ 67,000
2020	\$ 68,000
2021	\$ 70,000
2022	\$ 71,000
2023	\$ 72,000
2024	\$ 74,000

To each principal installment shall be added the accrued but unpaid interest on the outstanding Principal Amount of this Note. If less than the Maximum Principal Loan Amount of \$1,248,000 is disbursed by Lender, the foregoing schedule of principal installments shall be shortened in inverse order of installments payable and Borrower shall thereafter pay each of the principal installments on the date and in the amounts listed above until the total Principal Amount of this Note and all interest thereon have been paid in full. All payments under this Note shall be applied first to accrued but unpaid interest and then to principal.

4. **Place of Making Payments.** Borrower will make all payments under this Note to Lender at Lender's address shown above or at a different place if required by Lender. Unless otherwise agreed or required by applicable law, Borrower's payments will be applied first to outstanding costs and charges related to the Loan (including, but not limited to, collection costs, late charges and attorney fees), then to unpaid interest, and finally to the outstanding principal of this Note.

5. **Prepayment.** Borrower has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When Borrower makes a prepayment, Borrower will tell Lender in writing that Borrower is doing so. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use all of Borrower's prepayments to reduce the amount of principal that is owed under this Note.

6. **Security.** Borrower's obligations under this Note are secured by such security interests as are described in the Loan Documents (as defined in the Loan Agreement).

7. **Late Charge.** If Borrower is late in making any payment required under this Note, Borrower will be charged a late fee charge equal to 18% per annum on the amount of that delinquent payment, which shall accrue until the delinquent payment and the late fee charge is paid in full.

8. **Borrower's Failure to Pay as Required.**

(a) **Default.** If Borrower does not pay the full amount of each payment under this Note on the date it is due or if Borrower breaches any covenant contained in the Loan Agreement or any of the Loan Documents, Borrower will be in default.

(b) **Notice of Default.** Unless otherwise expressly provided by the terms of this Note, the Loan Agreement or the Loan Documents, if an event of default occurs, Lender will give written notice to Borrower of such occurrence as follows:

(1) Borrower will not be entitled to any notice regarding defaults with respect to regularly scheduled payments under this Note. However, in the event of any other monetary default, Borrower will have fifteen (15) days following receipt of written notice from Lender in which to cure such default.

(2) In the event of a nonmonetary default, Borrower will have fifteen (15) days after receipt of written notice from Lender specifying the nonmonetary default in which to effect a cure. However, if the nonmonetary default cannot reasonably be corrected with such fifteen (15) day period, Borrower will have an additional thirty (30) days in which to remedy such nonmonetary default if Borrower notifies Lender of the manner in which the nonmonetary default will be cured, and if appropriate corrective action is instituted within the initial fifteen (15) day period and is diligently pursued thereafter.

(c) **Acceleration.** If Borrower fails to cure a default following notice (if required) from Lender within the applicable cure period described above, Lender, at Lender's option, may declare the entire unpaid principal balance of this Note, together with all accrued and unpaid interest thereon, immediately due and payable.

(d) **No Waiver by Lender.** Even if, at the time Borrower is in default, Lender does not require Borrower to pay immediately in full as described above, Lender will still have the right to do so if Borrower is in default beyond any applicable cure period at a later time.

(e) **Payment of Lender's Costs and Expenses.** If, following a default beyond any applicable cure period, Lender has required Borrower to pay immediately in full as described above, Lender will have the right to be paid back by Borrower for all costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney fees and costs incurred by Lender: (1) incident to the enforcement of the payment and performance obligations of Borrower under this Note; (2) incident to any litigation relating to or affecting the amount due under this Note or secured by the Loan Documents, resulting from any action or participation in, or in any manner connected with, a case or proceeding involving Borrower under Chapters 7, 11 or 13 of the Bankruptcy Code, or any successor statute thereto; or (3) incident to Lender's exercise of the power of sale provisions contained in the Loan Documents or Lender's pursuit of judicial foreclosure proceedings against the property described in the Loan Documents.

(f) **Remedies Available to Lender.** Following a default beyond any applicable cure period, Lender may exercise any remedy provided in the Loan Documents, any other instrument or document evidencing or securing Borrower's obligations under the Loan or available to Lender under applicable law.

(g) **Default Interest.** Following a default beyond any applicable cure period, interest will accrue against the unpaid balance of this Note at a rate equal to 18% per annum.

9. **Giving of Notices.** Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it (postage prepaid) by first class mail to Borrower at the Borrower's address shown above, or at a different address if Borrower gives Lender a notice of a different address. Any notice that must be given to Lender under this Note will be given by delivering it or by mailing it (postage prepaid) by first class mail to the Lender's address shown above, or at a different address if Borrower is given notice of that different address.

10. **Waivers.** Borrower and any other person who has obligations under this Note waives the rights of presentment and notice of dishonor.

11. **Miscellaneous.** This Note is governed by the laws of the State of Utah. Time is of the essence in the performance of all obligations under this Note. This Note is a final expression of the agreement and understanding of Lender and Borrower with respect to the Loan and may not be contradicted by evidence of any alleged oral agreement.

BORROWER:

INTERLAKEN MUTUAL WATER  
COMPANY

By: *Sheryl J. Bolca*  
Title: President

Attest:

*Marianne Sticks*  
Secretary

2719\168\INTERLAKEN.PN

## CERTIFICATE OF DATES OF PAYMENT AND AMOUNT

THE UNDERSIGNED, as a duly authorized representative of the Utah Drinking Water Board, hereby certifies that, on the dates listed below, the Utah Drinking Water Board deposited or caused to be deposited to the Construction Account described in the Loan Agreement the amounts listed below:

Date of Deposit	Total Amount Deposited	Total Principal Amount of Note (Loan Proceeds)	Signature
6/10/2003	\$ 240,003	\$ 240,003	<i>Michael B. Jensen</i>
<del>10/16/03</del>	<del>\$ 50,000</del>	<del>\$ _____</del>	<del><i>Don Nielson</i></del>
<del>11/06/03</del>	<del>\$ 150,000</del>	<del>\$ _____</del>	<del><i>Don Nielson</i></del>
<del>1/05/04</del>	<del>\$ 100,000</del>	<del>\$ _____</del>	<del><i>Don Nielson</i></del>
<del>7/07/04</del>	<del>\$ 210,000</del>	<del>\$ _____</del>	<del><i>Don Nielson</i></del>
<del>8/19/04</del>	<del>\$ 70,000</del>	<del>\$ _____</del>	<del><i>Don Nielson</i></del>
<del>9/20/04</del>	<del>\$ 75,000</del>	<del>\$ _____</del>	<del><i>Don Nielson</i></del>
<del>11/19/04</del>	<del>\$ 200,000</del>	<del>\$ _____</del>	<del><i>Don Nielson</i></del>
<del>02/01/05</del>	<del>\$ 20,000</del>	<del>\$ _____</del>	<del><i>Don Nielson</i></del>
<del>4/21/05</del>	<del>\$ 10,000</del>	<del>\$ _____</del>	<del><i>Don Nielson</i></del>
<del>8/30/05</del>	<del>\$ 50,000</del>	<del>\$ _____</del>	<del><i>Don Nielson</i></del>
10/06/05	72,997		<i>Don Nielson</i>

### Payments & Transfers

<i>Processed</i> <b>DEC 27</b>	Public Funds Interest Checking <i>FROM: Business Money Market</i>	TRANSFER <i>One Time</i>	\$82,706.53
-----------------------------------	----------------------------------------------------------------------	-----------------------------	-------------

---

Transfer was completed at 12/27/2023. Please review the Transaction Service for details.

PAY TO Water Revenue Fund

ACCOUNT NUMBER \*\*\*\*\*1520

NOTE Water Bond Payment and closure of Bond Sinking Fund Account  
*For Your Records*

CONFIRMATION NUMBER 2023122720115503769

INITIATED BY Sue Onan

**Subject:** Fwd: Updates  
**Date:** Tuesday, January 9, 2024 at 11:30:11 AM Mountain Standard Time  
**From:** Interlaken Planning Commission  
**To:** Interlaken Clerk  
**Attachments:** image001.png, image002.png, image003.png, image004.png, image005.png, image001.png

----- Forwarded message -----

From: **Amelia Pays** <[apays@ardurra.com](mailto:apays@ardurra.com)>  
Date: Tue, Jan 9, 2024, 11:11 AM  
Subject: RE: Updates  
To: Interlaken Planning Commission <[interlakenplanningcommission@gmail.com](mailto:interlakenplanningcommission@gmail.com)>

Good morning!

The only update is we will be doing a final inspection at 254 Interlaken Dr. on Thursday. No other updates.

Let me know if you have any questions.

Thanks!

Amelia

**Amelia Pays**  
*Project Coordinator*  
O: (435) 315-3168 | M: (435) 503-4761  
2175 W 3000 S, Suite 200, Heber City, Utah, 84032  
[apays@ardurra.com](mailto:apays@ardurra.com) | [www.ardurra.com](http://www.ardurra.com)



---

**From:** Interlaken Planning Commission <[interlakenplanningcommission@gmail.com](mailto:interlakenplanningcommission@gmail.com)>  
**Sent:** Tuesday, January 9, 2024 11:05 AM  
**To:** Amelia Pays <[apays@ardurra.com](mailto:apays@ardurra.com)>  
**Subject:** Updates

Amelia,

Please send me any updates. Thanks.

Diana





SPENCER J. COX  
Governor  
DEIDRE M. HENDERSON  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

### Division of Water Rights

JOEL FERRY  
Executive Director

TERESA WILHELMSEN  
State Engineer/Division Director

December 28, 2023

INTERLAKEN TOWN  
ATTN: BART SMITH  
PO BOX 1256  
MIDWAY UT 84049

**RE: Segregated Water Right Number: 55-13624**

Dear applicant:

In accordance with the information you have provided to our office, we have processed your Request to Segregate a Water Right for Water Right Number 55-11490. The portion has been assigned the new water right number of **55-13624**. Please use this new number in all future correspondence, conveyances, inquiries etc. A copy of the Statement of a Water Right Segregation is enclosed for your records.

Please let me know if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Magen Lihpai".

Magen Lihpai  
(801) 538-7240  
mlihpai@utah.gov

Enclosures

# STATEMENT OF A WATER RIGHT SEGREGATION STATE OF UTAH

COPY

For the purpose of informing the State Engineer of the segregation of a portion of a perfected or water right application consistent with section 73-3-27, this statement is hereby made, based upon the following showing of facts.

**Water Right:**

(Document created on Dec 28, 2023 by MLIHPAI)

Water Right Number: 55-13624  
(MLIHPAI)

Segregated From: 55-11490 on Dec 28, 2023

Parent Water Right Type: Decree

**Owners:**

Name: Interlaken Town  
Address: Attn: Bart Smith  
PO Box 1256  
Midway UT 84049

Interest:

Remarks:

**Dates:**

Filed:

Priority:

**General:**

Quantity of Water: 6 ACFT

Source: Springs east of Provo River  
County: Wasatch

Common Description:

Land Owned by Appl.:

County Tax Id#:

**Points of Diversion:**

Points of Spring:

(1) N 795 ft. W 1430 ft. from E4 corner, Sec 11 T 4S R 4E SLBM

Diverting Works:

Elevation:

Source: Springs east of Provo River

UTM: 461189.332, 4481965.747 (NAD83)

**Water Uses:**

Water Uses - Group Number: 401531

Water Rights Appurtenant to the following use(s):

55-11490(DEC), 55-11491(DEC), 55-13624(DEC),

Water Use Types:

**Irrigation**-Beneficial Use Amount: 2 acres

Group Total: 10

Period of Use: 04/01 to 10/31

Place Of Use:

	North West				North East				South West				South East				Section Totals
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	
Sec 11 T 4S R 4E SLBM					X	X	X	X									10
<b>Group Acreage Total :</b>																10	

**Use Totals:**

Irrigation sole-supply total: 2 acres

for a group total of: 10 acres

Tuesday, January 9, 2024 at 18:17:45 Mountain Standard Time

---

**Subject:** RE: Segregated Water Right 55-13624  
**Date:** Tuesday, January 9, 2024 at 10:23:12 AM Mountain Standard Time  
**From:** Jon Schutz  
**To:** Interlaken Clerk

Thanks, Bart. I think we will get one more of these.

Once we have that, we will file the change applications to add the Town wells.

Jon

--

Jonathan R. Schutz - Attorney  
**MABEY WRIGHT & JAMES**  
175 South Main St., Suite 1330  
Salt Lake City, UT 84111  
Phone: 801.359.3663  
[jschutz@mwjlaw.com](mailto:jschutz@mwjlaw.com)  
[www.mwjlaw.com](http://www.mwjlaw.com)

CONFIDENTIALITY NOTICE - Information in this message (including any attachments) is confidential, may be legally privileged, and is intended solely for the use of the person(s) identified above. The sender did not intend to waive any privilege by sending this message. If you are not the intended recipient of this message, please notify the sender by replying to this message and delete the original and any copies of the message. Any duplication, dissemination or distribution of this message by unintended recipients is prohibited.

---

**From:** Interlaken Clerk <[interlakenclerk@gmail.com](mailto:interlakenclerk@gmail.com)>  
**Sent:** Monday, January 8, 2024 6:49 AM  
**To:** Jon Schutz <[jschutz@mwjlaw.com](mailto:jschutz@mwjlaw.com)>  
**Subject:** Segregated Water Right 55-13624

Hi Jon-

I just received this from DNR. I'm guessing this indicates that 55-11490 has been segregated and we are now good to go with all rights assigned to our 2 wells.  
Is there anything else you need from me or the town?

Thanks again for all your help getting this sorted out -  
Bart Smith  
Interlaken Town Administrator  
(435) 565-3812

The following information must be provided to Zions Bank to complete the requirements for bank account signatures for Interlaken Town. All Town Council members must email this information to: [zaveli.sanchezmartinez@zionsbank.com](mailto:zaveli.sanchezmartinez@zionsbank.com) by January 19, 2024. When all information is gathered, a signature card will be issued and each Council member will need to go into Zions Bank with a photo ID and secondary ID card such as a credit card, library card, gym membership card etc. to sign the signature card in front of the bank manager.

Please indicate on the email that you are a Town Council member of Interlaken Town when submitting the required information.

Full Legal Name, Date of birth, Social Sec #, Cell phone, Work phone

Email address, Physical address, Mothers maiden name, Employer & Occupation

Mailing address, Drivers license # with issue date and expiration date,

Country of Citizenship

Thanks for your cooperation in completing the signature cards. Our checks require 2 signatures and we need every member to have the ability to sign in case 3 or more members are out of town at the same time. Please email or call me if you have any questions.

Sue O’Nan

[smonan333@gmail.com](mailto:smonan333@gmail.com)

435-671-1570