

Subject: 2024 Spring Fire Mitigation - Wooden Debris Collection
Date: Thursday, April 25, 2024 at 9:55:42 AM Mountain Daylight Time
From: Interlaken Clerk
To: Bart Smith

Hi All-

We will pick up your wood debris at your lot, cleared from your property, and take it to the green landfill, free of charge.

Here's how it works. I see that some of you have already started your piles. You can continue to add to your piles through **Saturday 6/01/24**.

You may create a pile of wood-based debris adjacent to your lot and the town will haul away the pile, provided you abide by these conditions:

- Pile wooden debris from your property in an area adjacent to your lot (driveway or shoulder area) that can be accessed from your street. Do not block the road, fire hydrants, water meters, utilities or your neighbor's lot or town property. Please try to keep your pile as far from the asphalt surface as possible to avoid interfering with traffic.
- Include only wood cleared from your property – no construction debris, garbage, lumber, leaves, grass, plants, shrubs, weeds, or any wood with mud or rock. Sage brush and rabbit grass are OK. Just make sure you've removed any dirt or rocks attached to the root ball. Please no weeds, thistles or other grassy or flowering plants.
- Send me an email with your name, your address, a description and the location of your debris pile, and an estimate of time or money spent on creating the pile. Cataloguing your time/money is important as it is required by the state to qualify the town for wildfire suppression services.
- We can take limbs and trunks up to 6 feet long and 6" in diameter. Anything larger will be left in the pile.

Do not add any debris past Saturday 6/01/24. In this case you will be responsible for hauling it away yourself.

Thanks to all who will participate. Removing burnable fuel from town is an important aspect of fire mitigation. The county expects our town to take care of this vulnerable area, and we have agreed to demonstrate our commitment towards mitigation.

If you need help cutting and clearing wooden debris and making piles, I can recommend Brother B at 801-592-8634. He has very reasonable rates.

Bart Smith
Interlaken Town Administrator
(435) 565-3812

<i>Interlaken Town FY 2024 Water Billing</i>				
Breakdown of Payments	Batch 07 - 4/27/24	Total Invoiced	Balance Outstanding	
Base Usage + Paper Fees	\$ 162,837.00	\$ 173,659.00	\$ 10,822.00	
Adjustments to Above	\$ (243.00)	\$ 62.18	\$ 305.18	
Net Base Usage Fees	\$ 162,594.00	\$ 173,721.18	\$ 11,127.18	
<hr/>				
Late Fees	\$ 150.00	\$ 550.00	\$ 400.00	
New Owner Trf Fees	\$ 300.00	\$ 300.00	\$ -	
<hr/>				
Overage Fees Billed	\$ 9,050.62	\$ 9,742.15	\$ 691.53	
Overage Fees Forgiven	\$ (2,048.14)	\$ (2,304.92)	\$ (256.78)	
Adjusted Overage Fees	\$ 7,002.48	\$ 7,437.23	\$ 434.75	
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TOTAL Payments	\$ 170,046.48	\$ 182,008.41	\$ 11,961.93	

Subject: Cross Connection Control Requirement - Irrigation Systems in Interlaken
Date: Tuesday, April 30, 2024 at 2:41:20 PM Mountain Daylight Time
From: Interlaken Clerk
To: Bart Smith
Priority: High
Attachments: image001.jpg

Hi All-

The Utah State Department of Environmental Quality has added a requirement for all municipal water systems to institute a **“Cross Connection Control Program.”**

Compliance requires that the town submit a list of all homes in which the culinary supply to the home is connected to an irrigation system. This does not include use of outside hose bibs, but rather irrigation systems that connect to the water supply for the home. Basically, if you are using irrigation for trees, shrubs or a lawn, besides watering from an exterior hose bib, your home is subject to this requirement.

The town is required identify all homes in town that employ such irrigation. Once compiled, the list is submitted to the state. Each home on this list will be required to install a Backflow Prevention device to protect the culinary water from being contaminated by the irrigation system. Once installed, this device will be required to undergo an annual inspection by a certified inspector. Many newer homes already have this device installed, so it is only necessary to undergo annual inspections.

This is what they look like – the one at my house, for example. It is connected between the culinary system supply and the outgoing supply for the irrigation system:

Number of Connected Lots: 150
- Number of Connected Lots that Reported: 115

Unreported Lots: 35
<u>Number of Reported Irrigation Systems: 36</u>
<u>Number of Reported BFPDs: 18</u>
Number - No BFPDs: 10
Number - BFPD Unknown: 08



This is not a voluntary program – it is mandated by the state. DEQ inspectors will come to town for an annual inspection and look for all irrigation systems and compare that list to the reported list. If a home is not in compliance, the lot owner could be fined.

Here is information from the state regarding this policy.

<https://deq.utah.gov/drinking-water/cross-connection-control-backflow-prevention>

What do I need from you?

Make our job easier and avoid possible issues and fines with the state by responding to this email.

If you have an irrigation system at your home:

- Email me back with your name, Interlaken address, and a brief description of your system – what is it used for?
- If you already have a backflow prevention device installed, note that in your email.

If you DON'T have an irrigation system at your home.

- Email me back with your name, Interlaken address, and a note saying **“NO I don’t have an irrigation system.”**

Please respond in either case – otherwise I have to track down every homeowner to get the information. That’s a lot of time and money.

Thanks for your cooperation,
Bart Smith
Interlaken Town Administrator

July 2023 through April 2024		Interlaken Town Statement of Revenue and Expense												
		July 2023 through April 2024, FY2024												
		1058			1520-2422		1330		4574		1678		2681	
		Water	Bond	Sinking	Water	Revenue	Water	Reserve	Transportation	Reserve	Building	Building	General	General
		Actual	Budget		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
Revenue - All Accounts														
5	Annual Wasatch County Tax Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 189,275	\$ 187,000	
6	Prior Year Assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7	Late Fees - Assessments (all years)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	1% State Sales Tax (estimate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,598	\$ 32,000	
all	Interest Income	\$ 190	\$ 50	\$ 238	\$ 22	\$ 1,006	\$ 80	\$ 1,171	\$ 100	\$ 157	\$ 20	\$ 155	\$ 30	
12	New Owner Transfer Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13	B&C Road Tax (estimate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,602	\$ 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	
73a	Revenue from BHR Settlement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
73b	Revenue from Federal & State Transportation System Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
92	Annual Water Utility Base Fees	\$ -	\$ -	\$ 163,054	\$ 173,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
95	Metered Water Overages	\$ -	\$ -	\$ 7,891	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
95a	Water Connect Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
95b	Water Billing Late Fees	\$ -	\$ -	\$ 550	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
95c	New Owner Transfer Fees	\$ -	\$ -	\$ 750	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
95d		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
95e		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
150	Revenue from Federal & State Water System Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
169	Building Permit Application Fees (varies with application)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 1,800	\$ -	
170	Road Connect Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700	\$ 1,000	\$ -	
171	Road Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000	\$ 7,500	\$ -	
172	Damage Deposits - Refundable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,472	\$ 7,500	\$ -	
173	Completion Deposits - Refundable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ 4,500	\$ -	
173a	Plan Review & Inspections (Town Engineer)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,154	\$ 15,000	\$ -	
173b	Variance Application Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240	\$ -	
	Total Revenue	\$ 190	\$ 50	\$ 172,483	\$ 177,422	\$ 1,006	\$ 80	\$ 1,171	\$ 100	\$ 50,983	\$ 37,560	\$ 245,630	\$ 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	\$ -	\$ -	\$ 82,707	\$ 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 2023 through April 2024		Interlaken Town Statement of Revenue and Expense												
		July 2023 through April 2024, FY2024												
		1058			1520-2422		1330		4574		1678		2681	
		Water	Bond	Sinking	Water	Revenue	Water	Reserve	Transportation	Reserve	Building	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	\$ (82,707)	\$ (82,533)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Transfers Between Funds				\$ (82,707)	\$ (82,533)	\$ 82,707	\$ (39,742)	\$ -	\$ 78,275	\$ -	\$ 64,500	\$ -	\$ (10,300)	\$ -
General Fund Expenses														
Administrative Expense														
37	Commissions, Committee, Council Mtg Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,000)
38	Town Clerk & Webmaster	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (58,510)	\$ (55,000)
39	Association Memberships	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,018)	\$ (1,000)
40	Web Hosting & IT Services (WIX, GoDaddy, Zoom, Dropbox, ViaSat, Calling Post)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,929)	\$ (1,500)
40a	Town Council Equipment & Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,278)	\$ (500)
41	Meeting Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (583)	\$ (200)
42	Bookkeeping, Accounting, CPA Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (15,966)	\$ (13,000)
43	Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (372)	\$ -
44	Town Attorney	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,537)	\$ (10,000)
44a	Attorney fees for BHR settlement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
45a	Animal Control through Interlocal Agreement w/ Heber City	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,016)	\$ (5,000)
45b	Municipal Election Ballotting & Noticing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (23)	\$ (200)
46	Misc. Admin. Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (614)	\$ (500)
47	Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,713)	\$ (5,000)
48	Office Supplies (postage + supplies)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,308)	\$ (1,500)
49	Building Inspector	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
51	Additional Consulting Fees (Codifiers, etc.)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,000)
51a	Federal IRS Payroll Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,067)	\$ (5,500)
51b	CARES Act - WCFD Fire Mitigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
51c	Safety and Enforcement (Wasatch County Sheriff Agreement)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (344)	\$ (10,500)
51d		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Administrative Expenses				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (98,277)	\$ (112,400)
Annual Road Maintenance Expense from General Fund														
55	Annual Road Repair & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (41,463)	\$ (60,000)
56	Additional Contract Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,073)	\$ (3,000)
56a	Road Signage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (84)	\$ (2,000)
57	Contract Service (Snow Removal)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (55,000)	\$ (60,000)
58	Supplies - Salt, Sand, etc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,224)	\$ (6,000)
58a	Annual Fire Mitigation Expenses													
58b	Brush Removal and Fire Mitigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (26,200)	\$ (12,000)
59	Annual Road Capital Expenses													
60	Capital Investment in Roads	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (25,000)

July 2023 through April 2024		Interlaken Town Statement of Revenue and Expense												
		July 2023 through April 2024, FY2024												
		1058		1520-2422		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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (840)	\$ (500)	
61	Total Road Maintenance, Capital Improvements, DPW Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (129,883)	\$ (170,500)	
	Total General Fund Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (228,161)	\$ (282,900)	
	Water Revenue Fund Expenses													
	Bond Payment													
114	Water Bond Payment, Due annually in January	\$ -	\$ -	\$ (75,773)	\$ (78,275)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
115	Operating Expenses													
116	Payroll - Water Masters	\$ -	\$ -	\$ (18,465)	\$ (26,400)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
117	Meter Repair/Replacement, Water System Equipment, Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
118	Chemicals & Monitoring	\$ -	\$ -	\$ (274)	\$ (800)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
119	Telemetry System Operating Costs	\$ -	\$ -	\$ (1,485)	\$ (2,700)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
120	Water Share Fee, Education, etc.	\$ -	\$ -	\$ -	\$ (450)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
121	Gas Heat	\$ -	\$ -	\$ (256)	\$ (1,200)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
122	Electricity	\$ -	\$ -	\$ (6,876)	\$ (7,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
123	Payroll Taxes - Water Masters - State & Federal 941	\$ -	\$ -	\$ (798)	\$ (4,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
123a	Workman's Comp Insurance for Water Master	\$ -	\$ -	\$ -	\$ (371)	\$ (1,200)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
123b	Misc. Water Expenses	\$ -	\$ -	\$ (2,524)	\$ (1,500)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
123c		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
123d		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
123e	Capital Investment in Water System													
123f	Purchase of Generator and Installation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
123g	Pump Replacements, Telemetry System, Meter Upgrades	\$ -	\$ -	\$ (43,989)	\$ (40,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
124	Repair and Maintenance													
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	\$ -	\$ -	\$ (14,401)	\$ (5,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Total Water Revenue Fund Expenses	\$ -	\$ -	\$ (173,044)	\$ (172,525)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Building Fund Expenses													
187	Refunds of Damage Deposits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (11,500)	\$ (5,000)	\$ -	\$ -	
188	Refunds of Completion Deposits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (9,404)	\$ (3,000)	\$ -	\$ -	
188a	Plan Review & Inspections (Town Engineer)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (10,243)	\$ (12,000)	\$ -	\$ -	
188b	Additional Contractual Services (Town Engineer)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
188c	Plan Review by Planning Commission	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (450)	\$ -	\$ -	
	Total Building Fund Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (31,147)	\$ (20,450)	\$ -	\$ -	
	Total Expenses (General, Water Revenue, Building)	\$ -	\$ -	\$ (173,044)	\$ (172,525)	\$ -	\$ -	\$ -	\$ -	\$ (31,147)	\$ (20,450)	\$ (228,161)	\$ (282,900)	
	Net Change in Balance (Revenue+Transfers+Expenses)	\$ (82,516)	\$ (82,483)	\$ 82,146	\$ (34,845)	\$ 1,006	\$ 78,355	\$ 1,171	\$ 64,600	\$ 19,837	\$ 6,810	\$ 17,469	\$ (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	\$ -	\$ -	\$ 33	\$ 285,154	\$ 168,163	\$ 161,155	\$ 238,505	\$ 234,447	\$ 297,877	\$ 134,826	\$ 121,800	\$ 178,937	\$ 109,398

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05/07/24

Accrual Basis

Interlaken Town
Statement of Assets, Liabilities, and Fund Balance
As of April 30, 2024

	Apr 30, 24	Apr 30, 23
ASSETS		
Current Assets		
Checking/Savings		
General Fund		
10101 · 10101 - Water Rev Fund 2422	283,077.12	0.00
10000 · General Fund Checking 2681	177,750.97	166,673.41
10100 · Water Rev Fund Checking 1520	7.04	224,321.87
10200 · Building Fund 1678	134,826.49	101,589.31
Reserve Funds		
Transportation Reserve Fund		
10300 · Transp Cap Facilities Res 4574	234,156.14	233,159.59
Total Transportation Reserve Fund	234,156.14	233,159.59
Water Reserve Funds		
10400 · Water Sys Cap Facilities 1330	161,155.31	159,942.41
10500 · Water Rev Bond Sinking Fun...	0.00	82,437.79
Total Water Reserve Funds	161,155.31	242,380.20
Total Reserve Funds	<u>395,311.45</u>	<u>475,539.79</u>
Total General Fund	<u>990,973.07</u>	<u>968,124.38</u>
Total Checking/Savings	<u>990,973.07</u>	<u>968,124.38</u>
Accounts Receivable		
20000 · Accounts Receivable	7,085.01	13,393.56
Total Accounts Receivable	7,085.01	13,393.56
Other Current Assets		
12000 · Undeposited Funds	931.45	1,231.00
Total Other Current Assets	931.45	1,231.00
Total Current Assets	998,989.53	982,748.94

Interlaken Town
Statement of Assets, Liabilities, and Fund Balance
As of April 30, 2024

	Apr 30, 24	Apr 30, 23
Fixed Assets		
Depreciable Assets		
Property, Plant and Equipment		
25000 · Garbage Site	98,318.85	98,318.85
25100 · Equipment	31,366.00	31,366.00
25200 · Roads	705,967.00	700,867.00
25300 · Water System	1,712,694.73	1,712,694.73
Total Property, Plant and Equipment	<u>2,548,346.58</u>	<u>2,543,246.58</u>
Total Depreciable Assets	2,548,346.58	2,543,246.58
25900 · Accumulated Depreciation	(1,810,569.72)	(1,741,664.31)
Amortizable Expenditures		
26000 · Bond Fees	25,000.00	25,000.00
26100 · Accumulated Amortization	(23,541.67)	(18,750.00)
Total Amortizable Expenditures	<u>1,458.33</u>	<u>6,250.00</u>
Total Fixed Assets	739,235.19	807,832.27
Other Assets		
25400 · Land	16,965.00	16,965.00
25500 · Water Rights	37,508.00	37,508.00
Total Other Assets	<u>54,473.00</u>	<u>54,473.00</u>
TOTAL ASSETS	<u>1,792,697.72</u>	<u>1,845,054.21</u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
30000 · Accounts Payable	(810.68)	3,577.63
Total Accounts Payable	<u>(810.68)</u>	<u>3,577.63</u>

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05/07/24

Accrual Basis

Interlaken Town
Statement of Assets, Liabilities, and Fund Balance
As of April 30, 2024

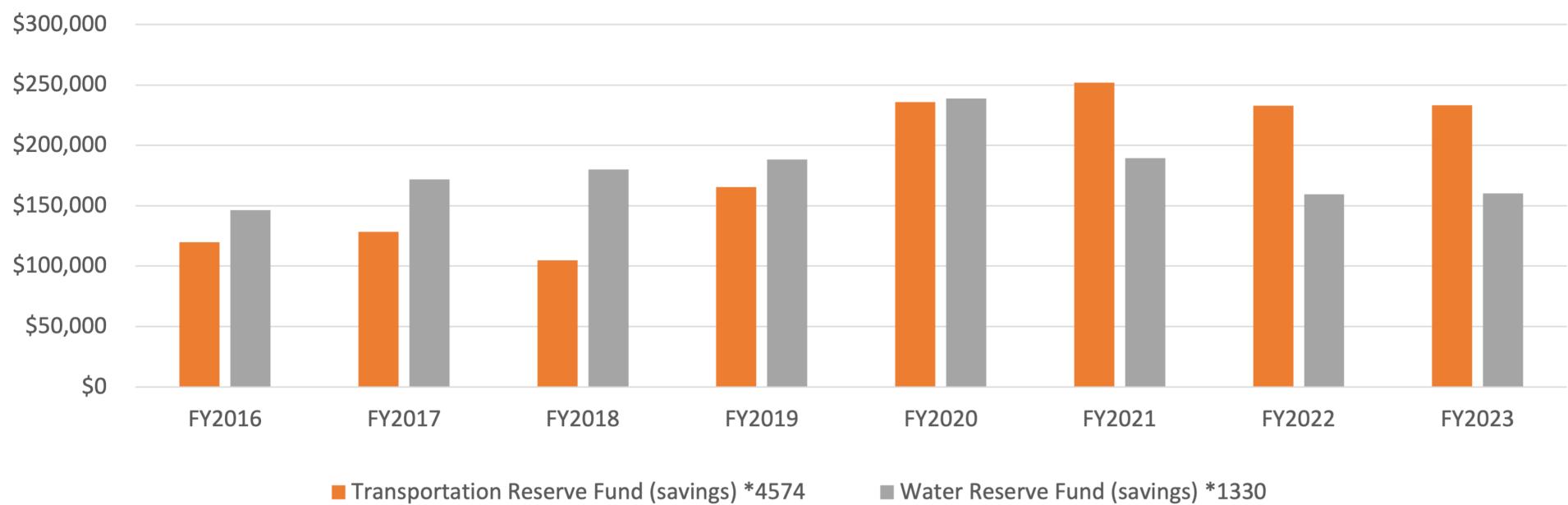
	Apr 30, 24	Apr 30, 23
Other Current Liabilities		
30100 · Road Damage Deposit	41,500.00	38,500.00
30200 · Completion Deposit (refundable)	25,021.04	25,925.15
30300 · Payroll Liabilities	<u>(206.33)</u>	<u>43.57</u>
Total Other Current Liabilities	66,314.71	64,468.72
Total Current Liabilities	65,504.03	68,046.35
Long Term Liabilities		
Division of Finance		
30400 · Note Payable UT Div. of Finance	2,000.00	76,473.66
30401 · Undisbursed Principal	<u>2,526.34</u>	<u>2,526.34</u>
Total Division of Finance	4,526.34	79,000.00
Total Long Term Liabilities	4,526.34	79,000.00
Total Liabilities	70,030.37	147,046.35
Equity		
50000 · Fund Balance	1,561,230.04	1,499,961.79
Net Income	<u>161,437.31</u>	<u>198,046.07</u>
Total Equity	1,722,667.35	1,698,007.86
TOTAL LIABILITIES & EQUITY	<u>1,792,697.72</u>	<u>1,845,054.21</u>

Interlaken Town Account Aging FY2016-24

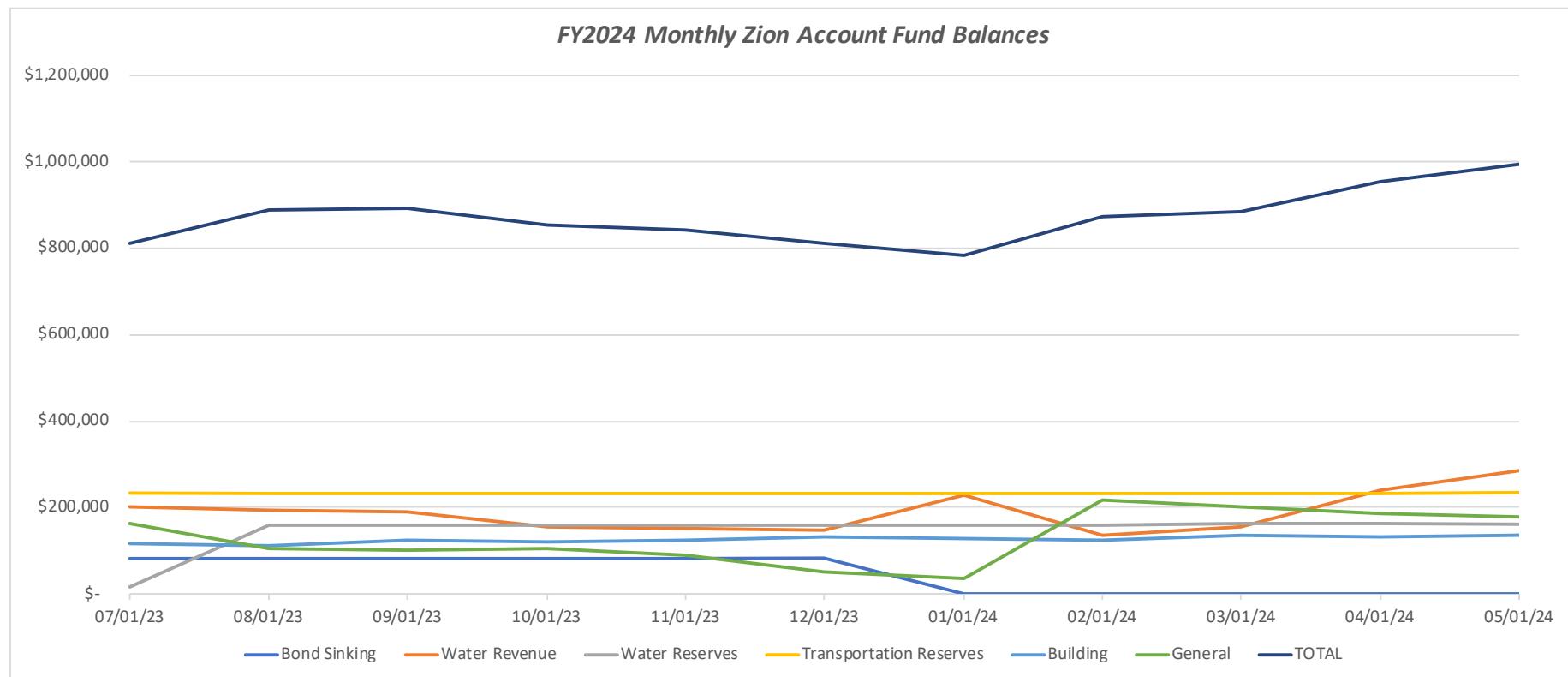
Budgeted Year End Balances									
Fiscal Years	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024
Fund Name	Budgeted - 5/5/16 Amended	Budgeted - 7/10/16 Approved	Budgeted - 12/11/17 Amended	Budgeted - 6/18/18 Approved	Budgeted - 8/12/19 Approved	Budgeted - 6/10/21 Amended	Budgeted - 6/10/21 Approved	Budgeted - 5/23/22 Approved	Budgeted 8/8/24 Approved
General Fund (checking) *2681	\$18,317	\$59,050	\$23,009	\$54,079	\$40,421	\$46,142	\$39,125	\$117,105	\$109,398
Transportation Reserve Fund (savings) *4574	\$120,474	\$141,844	\$79,798	\$128,331	\$184,210	\$217,017	\$229,091	\$362,480	\$297,877
Water Revenue Fund (checking) *1520	(\$9,770)	\$27,972	\$31,220	\$38,988	\$32,250	\$20,797	\$81,046	\$73,583	\$168,164
Water Bond Sinking Fund (money market) *1058	\$157,513	\$157,551	\$158,687	\$158,857	\$159,962	\$160,357	\$160,238	\$160,483	\$33
Water Reserve Fund (savings) *1330	\$146,506	\$171,707	\$179,743	\$187,811	\$175,804	\$236,400	\$159,520	\$159,517	\$238,504
Building Fund (checking) *1678	\$0	\$12,090	\$21,361	\$19,084	\$39,537	\$55,555	\$51,635	\$55,045	\$121,800
Total of Ending Balances	\$433,040	\$570,215	\$493,819	\$587,150	\$632,184	\$736,268	\$720,654	\$928,212	\$935,775

Actual Year End Balances									
Fiscal Years	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024
Fund Name	Actual 6/30/16	Actual 6/30/17	Actual 6/29/18	Actual 6/30/19	Actual 6/30/20	Actual 6/30/21	Actual 6/30/22	Actual 6/30/23	Actual 6/30/24
General Fund (checking) *2681	\$29,559	\$71,144	\$54,763	\$87,343	\$88,520	\$69,034	\$143,475	\$161,468	
Transportation Reserve Fund (savings) *4574	\$119,963	\$128,583	\$104,823	\$165,582	\$235,889	\$251,883	\$232,880	\$233,277	
Water Revenue Fund (checking) *1520	\$26,471	\$30,613	\$37,333	\$64,393	\$55,350	\$93,554	\$99,986	\$203,009	
Water Bond Sinking Fund (money market) *1058	\$157,394	\$158,514	\$158,684	\$159,858	\$159,957	\$160,138	\$160,433	\$82,516	
Water Reserve Fund (savings) *1330	\$146,527	\$171,750	\$179,971	\$188,204	\$238,700	\$189,370	\$159,437	\$160,149	
Building Fund (checking) *1678	\$8,090	\$19,854	\$26,574	\$39,482	\$52,455	\$56,365	\$48,685	\$114,990	
Total of Ending Balances	\$ 488,005	\$ 580,458	\$ 562,148	\$ 704,862	\$ 830,871	\$ 820,343	\$ 844,895	\$ 955,408	

Interlaken Reserve Accounts Aging FY2016-23



FY2024 Monthly Zion Account Fund Balances											
Zion Fund	07/01/23	08/01/23	09/01/23	10/01/23	11/01/23	12/01/23	01/01/24	02/01/24	03/01/24	04/01/24	05/01/24
Bond Sinking	\$ 82,516	\$ 82,555	\$ 82,593	\$ 82,629	\$ 82,669	\$ 82,707	\$ -	\$ -	\$ -	\$ -	\$ -
Water Revenue	\$ 203,008	\$ 192,705	\$ 191,170	\$ 154,455	\$ 151,316	\$ 148,883	\$ 226,519	\$ 135,595	\$ 155,539	\$ 238,854	\$ 285,154
Water Reserves	\$ 16,015	\$ 160,252	\$ 160,354	\$ 160,449	\$ 160,555	\$ 160,654	\$ 160,750	\$ 160,858	\$ 160,954	\$ 161,050	\$ 161,155
Transportation Reserves	\$ 233,277	\$ 233,277	\$ 233,277	\$ 233,571	\$ 233,571	\$ 233,571	\$ 233,865	\$ 233,865	\$ 233,865	\$ 234,156	\$ 234,447
Building	\$ 114,990	\$ 111,476	\$ 124,597	\$ 119,577	\$ 124,140	\$ 133,225	\$ 126,841	\$ 124,869	\$ 135,507	\$ 133,104	\$ 134,826
General	\$ 161,468	\$ 106,727	\$ 102,276	\$ 104,763	\$ 91,226	\$ 52,755	\$ 35,658	\$ 217,147	\$ 199,817	\$ 187,374	\$ 178,937
TOTAL	\$ 811,273	\$ 886,992	\$ 894,268	\$ 855,444	\$ 843,477	\$ 811,794	\$ 783,633	\$ 872,335	\$ 885,682	\$ 954,538	\$ 994,519



General Fund End of Fiscal Year 2024 Projections					
Revenue					
Budget Line	Category	Current	Projected EOY	FY 2024 Budget	Notes
Net	Total General Fund Revenue	\$245,630	\$248,000	\$241,030	On track to exceed budget +\$5K-\$8K
Transfers					
Budget Line	Category	Current	Projected EOY	FY 2024 Budget	Notes
19	Transfer into General Fund	\$0	\$1,800	\$1,800	Building Permit Administrative Fees - currently \$1500 collected
20	Transfer into General Fund	\$0	\$46,800	\$46,800	For share of Administrative Fees from Water Revenue
28	Transfer out of General Fund	\$0	(\$22,000)	(\$22,000)	Transfer of B&C Road Tax into Road Reserves
29	Transfer out of General Fund	\$0	(\$35,000)	(\$35,000)	Annual contribution to Road Reserves
Net	Net General Fund Transfers	\$0	(\$10,200)	(\$10,200)	Net Transfer out of General Fund
Expenses					
Budget Line	Category	Current	Projected EOY	FY 2024 Budget	Notes
38	Town Administrator	(\$58,510)	(\$78,000)	(\$55,000)	Increase in hours and pay rate
42	Bookkeeping	(\$15,996)	(\$18,000)	(\$13,000)	Increase in hours
44	Town Attorney	(\$4,537)	(\$5,200)	(\$10,000)	Under budget
58b	Fire Mitigation	(\$26,200)	(\$31,000)	(\$12,000)	Additional clean up in Fall 2023
55	Road Repair	(\$41,463)	(\$41,463)	(\$60,000)	Less spent than budgeted
60	Capital Investment in Roads	\$0	\$0	(\$25,000)	No planned expenditures this fiscal year
Net	Total General Fund Expenses	(\$228,161)	(\$255,118)	(\$282,900)	Net Expenses under budget
Ending Balance - Revenue + Transfers + Expenses					
Budget Line	Category	Current	Projected EOY	FY 2024 Budget	
Net	General Fund Balance	\$178,937	\$133,950	\$109,398	Balance over budget because road expenses under budget balanced over budget expenses
General Fund Balance Difference with Budget			\$24,552		

INTERLAKEN DRIVE SHARED MAINTENANCE AGREEMENT

This Interlaken Drive Shared Maintenance Agreement (“**Agreement**”) is entered into as of the date signed below, by and between the Burgi Hill Ranches Home Owners’ Association, Inc. (the “**Association**”) and Interlaken Town (the “**Town**”). The Association and the Town are sometimes referred to herein as “**Parties**.”

RECITALS

A. WHEREAS, the Association is an Association of homeowners of the Burgi Hill Ranches Subdivision;

B. WHEREAS, the Town is the successor in interest of the Interlaken Mutual Water Company;

C. WHEREAS, the Association and Interlaken Mutual Water Company were subjects of several agreements regarding the use and maintenance of Interlaken Drive, including but not limited to an Agreement resulting from settlement of a dispute between Interlaken Mutual Water Company and Randy Haugen, Valorie Haugen and Freedom Association dated June 21, 1999, commonly known as the “Freedom Agreement”; Interlaken Drive Improvement Agreement dated January 1, 2006; Use Agreement dated June 19, 2007; and, Road Maintenance Agreement dated June 19, 2007;

D. WHEREAS, a dispute has arisen between the Association and the Town regarding the validity of and proportion of payment that the Association owes the Town for maintaining a portion of Interlaken Drive under the Agreements;

E. WHEREAS, the Parties now desire to settle, compromise and resolve the issues regarding payment for all past obligations and responsibility for future obligations without further legal recourse or delay, and further desire to formalize in writing the settlement terms in the Agreement below;

F. WHEREAS, this Agreement shall annul and supersede the provisions of any and all previously adopted agreements between the parties, their predecessors, assigns, or other parties in interest that are inconsistent with the terms of this Agreement.

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

AGREEMENT

1. **Settlement Amount.** The Association agrees to pay the sum of \$33,000.00 to the Town within fifteen (15) days of execution of this Agreement, in full settlement and satisfaction of the maintenance assessments owed prior to the date of this Agreement, and any and all past, present, and future claims, damages, losses, causes of action, judgments, costs, expenses, and

liabilities, whether known or unknown, arising out of or pertaining to the amount owed prior to this Agreement.

2. **Shared Portion of Interlaken Drive.** It is understood that the portion of Interlaken Drive (“Shared Road”) that is subject of this Agreement is identified as beginning at the northern boundary of the Association to the point approximately 1000’ feet north of Burgi Lane (1050 North) where Interlaken Drive intersects with East Valais Parkway (the Midway City road boundary). The parties agree that the maintenance costs for the Shared Road shall be based on the percentage the Shared Road represents of the total road surface area of Town roads, including Interlaken Drive and all remaining public Town roads not subject to this Agreement.

a. For example: If the total surface area of Town roads equals 100,000 square feet and the surface area of the Shared Road is 25,000 square feet, the Shared Road equals 25% of the total surface area. The Association would be responsible for paying its pro-rata share, as defined below, of that 25%.

3. **Future Obligation and Payment.** The Parties agree that the Association shall be responsible for paying a pro-rata share of the costs of maintaining the Shared Road upon presentation of an invoice from the Town. The pro-rata share of each party shall be calculated by dividing the number of developed lots within the Association by the combined total number of developed lots existing within the Association and Interlaken.

a. For example: 35 (total number of developed lots in the Association) divided by 177 (total number of developed lots in the Association (35) plus the total number of developed lots in the Town (142)). 35 divided by 177 = .1977. Therefore, the Association’s pro-rata share of the maintenance would be 20% (rounded to even % for convenience in calculation) of the cost of maintaining the Shared Road. Thus, based on the surface area example in Section 2.a., if the total cost of a road maintenance project is \$10,000, and the Shared Road represents 25% of the total road surface area, \$2,500 would be allocated to maintaining the Shared Road, and the Association’s pro-rata share would be \$500.

b. The Association shall pay the Town within 14 days of receiving an invoice for maintenance, snow removal, or any other services performed on the Shared Road.

4. **Certification of Developed Lots.** The Parties hereby certify that the number of lots stated in paragraph 3 above are accurate as of the date of this Agreement and acknowledge that the number of developed lots may change for either party in the future which may cause a change in the pro-rata share from year to year. The parties agree that they will recertify the number of lots on June 30th, annually hereafter. Each party shall include lots for which a building permit has been issued prior to the annual June 30th recertification.

5. **Maintenance and Improvements Committee.** The Association and Town agree to form a committee to evaluate annually the necessary maintenance and improvements required for the shared portion of Interlaken Drive. Such maintenance and improvements shall include, but not be limited to, snow removal, resurfacing, weed abatement, and road maintenance. The

committee shall be comprised of two members from the Town and one member from the Association.

6. **Snow Removal.** The Parties agree that the Town shall provide snow removal services for the Shared Road and the Association shall be responsible for its pro rata share of snow removal costs on the Shared Road effective November 1, 2018. The Association's pro-rata share shall be determined as set forth in Sections 2 and 3 of this Agreement.

7. **Mutual Cooperation.** As part of this Agreement, the Parties agree to mutually cooperate toward the goal of transferring ownership of the shared portion of Interlaken Drive to Midway City or Wasatch County, or any public entity or subdivision. In addition, the Parties will mutually cooperate to facilitate requiring any new developer(s) who may use or benefit from the Shared Road to access any new development to become a party to this Agreement.

8. **No Admission.** It is understood and agreed that the aforesaid sum is paid in full compromise and settlement of the disputed past payment obligation and for the purpose of avoiding further expense to the Parties. This Agreement should in no way be construed as an admission of any liability or legal obligation, and any such liability or legal obligation is expressly denied.

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

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

If to Interlaken:

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

If to Burgi Hill Homeowners Association, Inc.:

Burgi Hill Homeowners Association, Inc.

john@richardshoalaw.com

RICHARDS LAW, P.C.

4141 S Highland Dr., Ste 225

Salt Lake City, Utah 84124

Telephone: (801) 274-6800

Such notices, payments, and deliveries shall be deemed given and delivered to the Party entitled thereto when hand delivered or, if mailed, upon receipt. All notices shall be in writing and, if mailed, shall be sent via United States Certified Mail, return receipt requested, properly addressed and postage fully prepaid. Copies of all notices shall also be provided via email.

11. **Entire Agreement; Amendment.** The Parties warrant that no promise, inducement or agreement not expressed herein has been made to them in connection with this Agreement. This Agreement contains the entire agreement between the Parties. All prior negotiations and discussions are merged herein as expressed by the written terms set forth herein, and/or in any Exhibits identified and/or incorporated herein by reference. This Agreement may not be modified, changed or altered in any way except in a writing signed by the Parties or their authorized representatives, which sets forth the change(s) to be made, and the intent of the Parties to modify or amend this Agreement.

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

13. **Assignment/Successors.** This Agreement shall inure to and bind the successors, assigns, heirs, devisees, executors, administrators, and personal representatives of the respective Parties hereto.

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

15. **Interpretation and Drafting Presumptions.** Unless the context requires otherwise, all words used in this Agreement in the singular number shall extend to and include the plural, all words in the plural number shall extend to and include the singular and all words in any gender shall extend to and include all genders. Each of the Parties understands, acknowledges and agrees that each of the Parties hereto has contributed to the drafting of this

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

16. **Third Parties.** Each of the Parties understands, acknowledges and agrees that no rights or interests whatsoever are given by this Agreement to any party which is not a Party of this Agreement.

17. **Further Assurances; Cooperation of Parties.** The Parties hereto agree to execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all documents or instruments reasonably requested by any other Party in order to complete the transactions contemplated hereby and to effectuate the terms, conditions, covenants, provisions, intents and purposes of this Agreement.

18. **Authorization to Settle.** Each Party represents and warrants that it is authorized and has the right to surrender, compromise, settle and cancel the claims, demands, choses in action and causes of action covered by the terms of this Agreement, and all parts thereof.

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

IN WITNESS WHEREOF, this Agreement is executed on the date signed below.

DATED: 11/5/18

DATED: _____

INTERLAKEN TOWN

BURGI HILL RANCHES HOME OWNERS
ASSOCIATION, INC.

By: H. Klemens

By: _____

Its: Mayor

Its: _____

the same after receiving or having the opportunity to receive the advice of counsel.

IN WITNESS WHEREOF, this Agreement is executed on the date signed below.

DATED: _____

DATED: Nov. 5, 2018

INTERLAKEN TOWN

BURG HILL RANCHES HOME OWNERS
ASSOCIATION, INC.

By: _____

By: George B Martin

Its: Mayor

Its: PRESIDENT

Current Calculated Percentage Share for BHR

Lot Percentage	28%
Shared Road Surface Percentage	20.35%
Net Percentage	5.8%

Asphalt Patching Estimates - 2024						
		Projected Square Footage Cost Estimate	\$ 6.67			
Patch ID	Nearest Lot	Location	Width (ft)	Length (ft)	Square Footage	Cost Estimate
A	139	Below 370 Luzern Rd.- Long narrow depression following sewer line	5	120	600	\$ 4,002
B	220	Above 347 Luzern Driveway - west	10	45	450	\$ 3,002
B	220	Above 347 Luzern Driveway - east	10	20	200	\$ 1,334
C	053	Junction Luzern and Interlaken by Pendletons, 227 Luzern	15	15	225	\$ 1,501
D	051	Junction St. Moritz and Interlaken Dr.	6	48	288	\$ 1,921
E	051	Junction St. Moritz and Interlaken Dr.	6	6	36	\$ 240
F	051	Junction St. Moritz and Interlaken Dr.	7	20	140	\$ 934
G	051	Junction St. Moritz and Interlaken Dr.	4	40	160	\$ 1,067
G	051	Junction St. Moritz and Interlaken Dr.	5	30	150	\$ 1,001
G	051	Junction St. Moritz and Interlaken Dr.	4	8	32	\$ 213
H	201	Above 245 Interlaken Dr.	4	22	88	\$ 587
I	162	Below 248 Interlaken Dr.	10	20	200	\$ 1,334
J	196	Above 257 Interlaken Dr.	4	36	144	\$ 960
K	West of 196	Section by sewer collar	6	6	36	\$ 240
K	West of 196	Section by sewer collar	3	20	60	\$ 400
L	014	Oliver Driveway, 268 St. Moritz	8	10	80	\$ 534
M	218	Big Matterhorn curve below 249 Big Matterhorn	10	12	120	\$ 800
N	010	Base of driveway 274 Jungfrau	5	5	25	\$ 167
O	127	Below Schneiders - 2 complete triangles	4	10	40	\$ 267
P	DPW Site	DPW Site - Edge of Luzern Road - smaller patch 300 ft2, larger path is 700 ft2	10	70	700	\$ 4,669
				TOTAL	3774	\$ 25,173

Proposed Shoulder Repairs - 2024

Location	Recommended Treatment
Luzern Rd. From Reserves to Pendletons	Place cobble on both sides of road to provide pull out space and prevent degradation to asphalt edges
Big Matterhorn Way at corner below Frank Home	Cobble the uphill corner shoulder area downhill to to No Parking Sign
Eiger Point below Ed Little's Home	Cobble both sides of Eiger Pt down to junction with St. Moritz
Luzern Rd. across from Dumpsters	Cobble Shoulder on south side of Luzern across from dumpsters, currently being used as a pullout

May 1, 2024

Phone Call with Wes Johnson, Midway City (no longer Horrocks)

801-368-6509

wjohnson@midwaycity.org

Wes spoke about different approaches to road repair. In summary, he suggested we weigh patch repairs against replacement, based on the size of the degraded area and the condition of the sublayer. Cost of patching is significantly more than replacement per square foot.

Patching over a weak or shallow sublayer is subject to failure in a short time frame. Proper replacement, including compaction, repairs and adjustments to the sublayer can produce a surface with a 20-year lifespan. Always consider the integrity of the sublayer – it's more important for the lifetime of the surface. If there's an isolated area with good sublayer integrity, patching may be more cost effective than replacement for the long haul. A larger area may be cheaper and have a much longer lifetime if replaced, instead of a large patch.

We discussed 2 different types of replacement.

- **Rotomilling** – 1" to 1.5" of surface is machined off the top with a new 1" to 2" overlay. Sometimes fabric is laid down on top prior to the overlay to prevent cracks from propagating upwards.
- **Pulverizing** – 5" to 6" of surface is machined off the top. This material is mixed with the existing sublayer, it is bladed, rolled and compacted and inspected for weak spots, and overlayed with 3" new asphalt.

Rotomilling without a filter fabric is not recommended because the existing cracks will find their way to the surface. **Pulverizing** results in a solid surface with increased integrity in the sublayer. This is basically a new road, with a lifespan of 20 years. Wes noted that the cost of pulverization is close to the cost of rotomilling with fabric, with much better results.

Wes estimated current costs as \$3.50/ft² for pulverization, and \$8.50/ft² for patching. He recommended that we survey our roads and decide what to patch and what to replace, then have Ardurra put out a request for bids. Wasatch Asphalt (801) 745-3006 would take this bid and subcontract someone else, like Geneva Rock, to do the pulverizing.

We paid Asphalt Preservation \$5.80/ft² for patching last summer, 2023. He suggested we add 15% to last year's cost. **\$6.67/ft²**

Sewer lids: The town would be responsible for the cost of replacing the concrete collars around the sewer lids. Wes recommends we drop the lid, pave over it, and cut out a hole, raise it, and replace the concrete collar. It's very difficult to compact the asphalt around the manhole cover, so he has someone come out with a skid steer and a 4' hole saw to cut away the asphalt after paving, then replace the concrete collar.

Subject: FW: Road Work Interlaken Town
Date: Tuesday, May 7, 2024 at 1:37:39 PM Mountain Daylight Time
From: Richard J. Miller
To: Interlaken Clerk
Attachments: cropped-imc_logo_vertical_color_1d9779d7-e6ce-43bb-a537-f79bfaea32fc.png, 058_line_9bae9502-1e3a-48a3-ba5e-34ed9cd44185.png, applynow_48b6d4b1-c4b7-40b0-b9fe-d0fc338aad38.png, TAMS Study Map.pdf, TAMS Road area Calculations.pdf, TAMS Recomendations.pdf

Bart,

Please feel free to use this for the meeting tonight. Change anything you may feel is too much info.

Dear Council,

This is Rich Miller new chair of Interlaken Roads Committee. Attached you will find the map and surface area of the proposed road replacement. We would want to pulverize the current roads, replacing them with a new 3" overlay.

We would want to do sections 27, 28, 5, 9, and 20. We probably want to finish off section 20 by going past the corners of Jungfrau Hill and St Moritz road, so that area ends in a "T" section, and also starting south on Luzern at the end of section 9, past any road damage.

Calculations without the additional "T" section are.

44,523 sq ft.

1,000 sq ft additional for "T" and "L" sections. estimate.

We have been given an estimate for the pulverizing and asphalt replacement of \$3.50 per sq ft. This works out to be approximately 160K, plus the additional work of shoulder, speed bump, and sewer lid work. Bart can go over the budget and monies available. Derek Becker who has done shoulder work before for us, can do the additional work as well as bid on the asphalt portion. He is putting together estimates for us. It seems we can do this within the current budget and even attack several other areas that have been identified by Bart and Greg in need of patches and shoulder work, without using much of the road reserves. This section has been identified by our most recent road study done in 2019 for

replacement, as it is by far the most traveled and most worn area of our roads.

Questions for Council.

Is this a direction you want us to proceed with?

Any other potential areas of concern?

How much do you want to spend on this?

We would want to cobble the shoulders of the entire new section of roadway, wherever possible. Also add boulders at ends of speed bumps to deter steering around them and eroding shoulders. Lower all sewer covers, asphalt over and then raise, cut, and replace with concrete collars afterwards.

Section 20 on the west side of St Moritz has a current sluiceway built into the asphalt road and we are seeking some guidance on whether to keep it that way or cobblestone it.

We will most likely have to bid this out with the scope of the proposed work. Waiting to hear back from our town engineers on this project.

Thanks,

Rich Miller

Chair of Roads Committee

435-901-2014



INTERMOUNTAIN
MORTGAGE COMPANY

Rich Miller
Sr. Loan Officer

NMLS# 234159
P 435-649-6660 | M 435-901-2014 | F 435-649-6689
E richm@greatlender.com

Intermountain Mortgage Company
2029 Sidewinder Drive, Suite 200, Park City, UT 84060
Company NMLS #74889
www.greatlender.com
Send Me Documents: [Secure File Share](#)

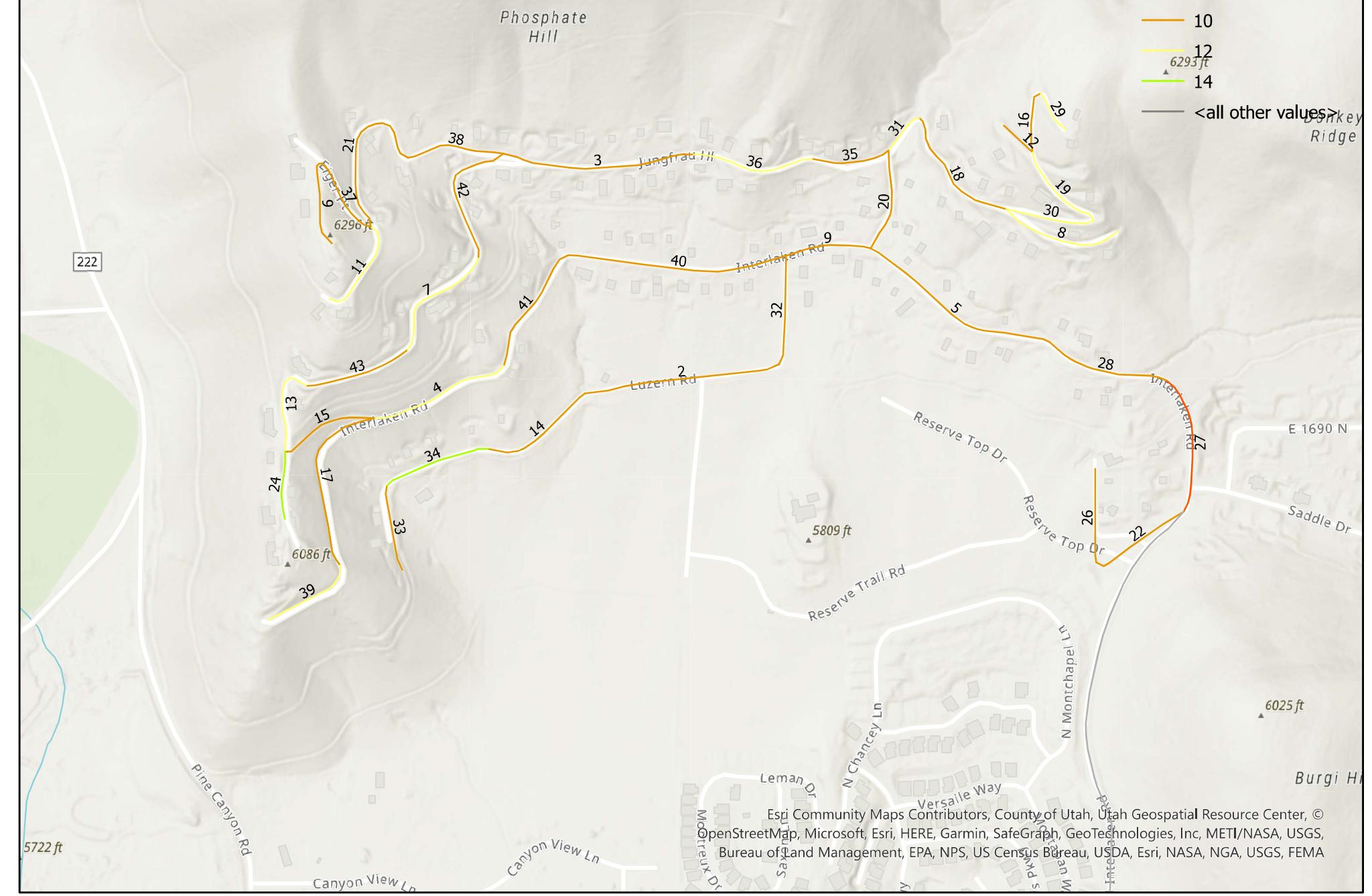
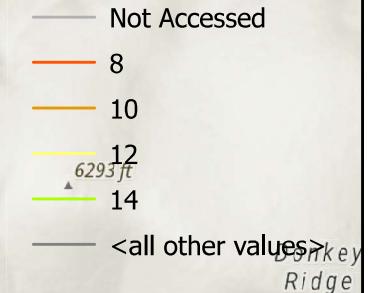
APPLY NOW

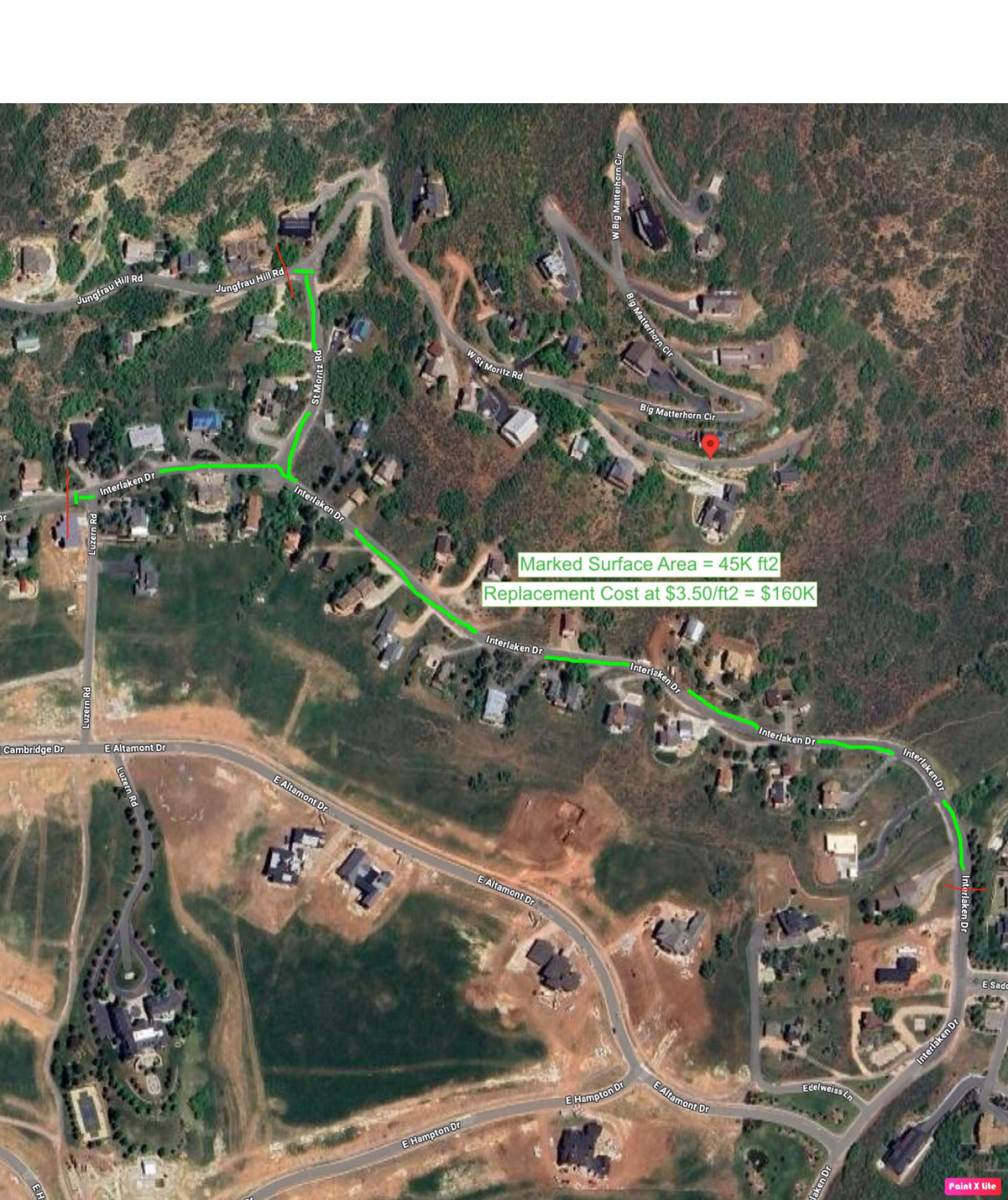
Treatment Recommendations - Asphalt

ID	Road Name	From Address	To Address	Functional Class	Recommended Treatment	Area
7	BERN WAY	BERN WAY	BERN WAY	Residential	Slurry Seal	801.33
13	BERN WAY	BERN WAY	BERN WAY	Residential	Slurry Seal	601.33
24	BERN WAY	BERN WAY	DEAD END	Residential	Slurry Seal	421.33
42	BERN WAY	JUNG FRAU HILL RD	BERN WAY	Residential	Slurry Seal	874.67
43	BERN WAY	BERN WAY	BERN WAY	Residential	Slurry Seal	665.33
15	BERN WAY ACCESS	BERN WAY	INTERLAKEN DR	Residential	Slurry Seal	624.00
12	BIG MATTERHORN CIR	BIG MATTERHORN WAY	DEAD END	Residential	Slurry Seal	244.00
16	BIG MATTERHORN WAY	BIG MATTERHORN WAY	BIG MATTERHORN CIR	Residential	Slurry Seal	394.67
19	BIG MATTERHORN WAY	BIG MATTERHORN CIR	BIG MATTERHORN WAY	Residential	Slurry Seal	594.67
29	BIG MATTERHORN WAY	BIG MATTERHORN WAY	DEAD END	Residential	Slurry Seal	282.67
30	BIG MATTERHORN WAY	ST MORTIZ ST	BIG MATTERHORN WAY	Residential	Slurry Seal	556.00
22	EDELWEISS LN	EDELWEISS LN	INTERLAKEN DR	Residential	Slurry Seal	629.33
26	EDELWEISS LN	DEAD END	EDELWEISS LN	Residential	Slurry Seal	610.67
6	EIGER POINT RD	EIGER POINT RD	DEAD END	Residential	Slurry Seal	548.00
37	EIGER POINT RD	EIGER POINT RD	JUNG FRAU HILL RD	Residential	Slurry Seal	513.33
4	INTERLAKEN DR	INTERLAKEN DR	INTERLAKEN DR	Residential	Slurry Seal	898.67
5	INTERLAKEN DR	ST MORITZ RD	INTERLAKEN DR	Residential	Rotomill and Thin Overlay	1515.11
9	INTERLAKEN DR	LUZERN RD	ST MORITZ RD	Residential	Rotomill and Thin Overlay	626.89
17	INTERLAKEN DR	INTERLAKEN DR	INTERLAKEN DR	Residential	Slurry Seal	1348.67
27	INTERLAKEN DR	INTERLAKEN DR	EDELWEISS LN	Residential	Rotomill and Thin Overlay	1022.00
28	INTERLAKEN DR	INTERLAKEN DR	INTERLAKEN DR	Residential	Rotomill and Thin Overlay	920.89
39	INTERLAKEN DR	INTERLAKEN DR	DEAD END	Residential	Slurry Seal	690.67
40	INTERLAKEN DR	INTERLAKEN DR	LUZERN RD	Residential	Slurry Seal	1606.89
41	INTERLAKEN DR	INTERLAKEN DR	INTERLAKEN DR	Residential	Slurry Seal	953.56
3	JUNG FRAU HILL RD	BERN WAY	JUNG FRAU HILL RD	Residential	Slurry Seal	1409.33
11	JUNG FRAU HILL RD	EIGER POINT RD	DEAD END	Residential	Slurry Seal	638.67
21	JUNG FRAU HILL RD	JUNG FRAU HILL RD	EIGER POINT RD	Residential	Slurry Seal	1238.22
35	JUNG FRAU HILL RD	JUNG FRAU HILL RD	ST MORITZ RD	Residential	Slurry Seal	578.67
36	JUNG FRAU HILL RD	JUNG FRAU HILL RD	JUNG FRAU HILL RD	Residential	Slurry Seal	892.89
38	JUNG FRAU HILL RD	JUNG FRAU HILL RD	BERN WAY	Residential	Slurry Seal	717.11
2	LUZERN RD	LUZERN RD	LUZERN RD	Residential	Slurry Seal	1228.00
14	LUZERN RD	LUZERN RD	LUZERN RD	Residential	Slurry Seal	744.00
32	LUZERN RD	INTERLAKEN DR	LUZERN RD	Residential	Slurry Seal	798.00
33	LUZERN RD	LUZERN RD	DEAD END	Residential	Rotomill and Thin Overlay	538.67
34	LUZERN RD	LUZERN RD	LUZERN RD	Residential	Slurry Seal	680.00
20	ST MORITZ RD	JUNG FRAU HILL DR	INTERLAKEN DR	Residential	Slurry Seal	862.22
8	ST MORTIZ ST	ST MORTIZ ST	DEAD END	Residential	Slurry Seal	780.00
18	ST MORTIZ ST	ST MORTIZ ST	BIG MATTERHORN WAY	Residential	Slurry Seal	846.67
31	ST MORTIZ ST	JUNG FRAU HILL RD	ST MORITZ RD	Residential	Slurry Seal	286.67

Interlaken_Roads

RSL





Interlaken FY2025 Road Work Available Funds	
General Fund Carryover (Projected) from FY 2024	\$25,000
Tentative Budgeted FY2025 Road Maintenance (line 55)	\$80,000
Tentative Budgeted FY2025 Road Capital Improvements (line 60)	\$25,000
Total Available in General Fund FY2025	\$130,000
Projected Road Reserve Fund - Start of FY2025	\$297,877
Additional FY2025 Reserve Contributions	\$38,800
Total Road Reserves FY2025	\$336,677
Total Road Funds including Reserves FY2025	\$466,677

Interlaken Town Budget
Fiscal Year Ending 6/30/2024

	FY2025 Tentative 5-7-24 Council Meeting	FY2023 Budget Actual 7/1/22- 6/30/22	FY2024 Budget Adopted 7/1/23- 6/30/24	FY2025 Budget Tentative 5/7/24
1	General Fund (checking)			
3	General Fund Revenue			
5	Annual Wasatch County Tax Assessment	\$122,906	\$187,000	\$200,000
8	1% State Sales Tax (estimate)	\$31,629	\$32,000	\$34,000
10	Interest Income	\$234	\$30	\$130
13	B&C Road Tax (estimate)	\$20,503	\$22,000	\$26,000
15a	CARES Act Revenue	\$0	\$0	\$0
15b	Additional Grant Revenue	\$0	\$0	\$0
15c	Miscellaneous Revenue	\$0	\$0	\$0
15d	Fines for municipal code violations	\$0	\$0	\$0
16	Total General Fund Revenue:	\$175,272	\$241,030	\$260,130
18	Transfers into General Fund			
19	Transfer from Building Fund (Application Fees for admin costs)	\$0	\$1,800	\$1,800
20	Transfer from Water Revenue Fund for Share of Admin. Expenses	\$0	\$45,000	\$80,000
21	Transfer from Transportation Reserve Fund for Capital expenses	\$0	\$0	\$70,000
23	Transfers out of General Fund			
26	Transfers into Transportation Reserve Fund			
28	Transfer of B&C Road Tax to Transportation Reserve Fund	\$0	(\$22,000)	(\$26,000)
29	Contribution to Capital Improvements in Transportation Reserve Fund	\$0	(\$35,000)	\$0
31	Total Net General Fund Transfers:	\$0	(\$10,200)	\$125,800
35	General Fund Expenses			
36	Administrative Expenses			
37	Commission, Committee, Council Mtg Expenses	\$0	(\$1,000)	\$0
38	Town Clerk & Webmaster	(\$30,966)	(\$55,000)	(\$85,000)
39	Association Memberships	(\$921)	(\$1,000)	(\$2,000)
40	Web Hosting & IT Services (WIX, GoDaddy, Zoom, Dropbox, ViaSat, Calling Post)	(\$487)	(\$1,500)	(\$1,500)
40a	Town Council Equipment & Supplies	(\$197)	(\$500)	(\$1,000)
41	Meeting Advertising	\$0	(\$200)	(\$200)
42	Bookkeeping, Accounting & CPA fees	(\$12,866)	(\$13,000)	(\$18,000)
43	Bank Charges, Checks	\$0	\$0	(\$500)
44	Town Attorney	(\$3,663)	(\$10,000)	(\$10,000)
45a	Animal Control through Interlocal Agreement w/ Heber City	(\$3,265)	(\$5,000)	(\$3,000)
45b	Municipal Election Balloting & Noticing, Advertisements	(\$30)	(\$200)	\$0
46	Misc. Admin. Expenses	(\$253)	(\$500)	(\$800)
47	Insurance	(\$5,420)	(\$5,000)	(\$5,000)
48	Office Supplies (postage + supplies)	(\$1,446)	(\$1,500)	(\$1,500)
51	Additional Consulting Fees	\$0	\$ (2,000)	\$ (2,000)
51a	Federal IRS Taxes	(\$5,347)	(\$5,500)	(\$5,500)
51c	Safety and Enforcement (Wasatch County Sheriff Agreement)	(\$133)	(\$10,500)	(\$10,500)
51d				
52	Total Administrative Expenses:	(\$65,474)	(\$112,400)	(\$146,500)
53	Annual Road Maintenance and Repair Expenses from General Fund			
54				

Interlaken Town Budget
Fiscal Year Ending 6/30/2024

	FY2025 Tentative 5-7-24 Council Meeting	FY2023 Budget Actual 7/1/22- 6/30/22	FY2024 Budget Adopted 7/1/23- 6/30/24	FY2025 Budget Tentative 5/7/24
55	Annual Road Repair & Maintenance	(\$5,907)	(\$60,000)	(\$50,000)
56	Additional Contract Services	(\$2,925)	(\$3,000)	(\$3,000)
56a	Road Signage	(\$5,861)	(\$2,000)	(\$2,000)
57	Contract Service (Snow Removal)	(\$50,000)	(\$60,000)	(\$60,000)
58	Supplies - Salt, Sand, etc	(\$5,835)	(\$6,000)	(\$6,000)
58a	Annual Fire Mitigation Expenses			
58b	Brush Removal and other Wildfire Mitigation	(\$16,112)	(\$12,000)	(\$20,000)
59	Annual General Fund Capital Expenses			
59a	Capital Equipment Investment			(\$5,000)
60	Capital Investment in Roads	\$0	(\$25,000)	(\$150,000)
60a	DPW Expenses			
60b	DPW Site Construction - Capital Investment	(\$5,100)	(\$2,000)	(\$2,000)
60c	Annual DPW Site Maintenance Expenses	(\$65)	(\$500)	(\$500)
61	Total Road Maintenance, Capital Improvements, Fire & DPW Expenses	(\$91,805)	(\$170,500)	(\$298,500)
65	Total General Fund Expenses:	(\$157,280)	(\$282,900)	(\$445,000)
67	Increase/Decrease in General Fund Balance	\$17,993	(\$52,070)	(\$59,070)
70	Transportation Reserve Fund (savings)			
72	Transportation Reserve Fund Revenue			
73	Estimated Interest	\$397	\$100	\$800
73a	Revenue From RMA Agreement	\$0	\$0	\$5,000
73b	Revenue from Federal & State Transportation System Grants	\$0	\$0	\$0
74	Total Transportation Reserve Fund Revenue:	\$397	\$100	\$5,800
76	Transfers into Transportation Reserve Fund			
77	Trfr from General Fund of B&C Road Tax to Trans. Reserve Capital Fund	\$0	\$22,000	\$26,000
78	Transfer from General Fund for Capital Improvement Reserves	\$0	\$35,000	\$0
80	Transfer from Building Fund of Road Impact Fee	\$0	\$7,500	\$7,000
82	Transfers out of Transportation Reserve Fund			
83	Transfer to General Fund for Transportation Capital Expenses	\$0	\$0	(\$70,000)
84	Total Net Transportation Reserve Fund Transfers:	\$0	\$64,500	(\$37,000)
86	Incr/Decr in Transportation Reserve Fund Balance	\$397	\$64,600	(\$31,200)
88	Water Revenue Fund (checking)			
90	Water Revenue Fund Revenue			
92	Annual Water Utility Base Usage Fee	\$170,610	\$173,000	\$173,000
93	Interest Income	\$161	\$22	\$200
95	Charge for Services: Metered Water (overages)	\$28,792	\$4,000	\$7,500
95a	<i>Water Connect Fee</i>			
95b	Water Billing Late Fees and Additional Administrative Fees	\$550	\$100	\$100
95c	New Owner Transfer Fees	\$150	\$300	\$450
95d	Misc. Water Revenue	\$183		
95e				
96	Total Water Revenue Fund Revenue:	\$200,446	\$177,422	\$181,250

Interlaken Town Budget
Fiscal Year Ending 6/30/2024

	FY2025 Tentative 5-7-24 Council Meeting	FY2023 Budget Actual 7/1/22- 6/30/22	FY2024 Budget Adopted 7/1/23- 6/30/24	FY2025 Budget Tentative 5/7/24
98	Transfers into Water Revenue Fund			
100	Transfer from Building Fund (Water Connect Fees)	\$0	\$1,000	\$700
101	Transfer from Bond Sinking Fund for current year Water Bond payment	\$78,275	\$82,533	\$0
102	Transfer from Water System Reserve Fund for Capital Improvements	\$0	\$0	\$0
104	Transfers out of Water Revenue Fund			
105	Transfer to Water System Reserve Capital Fund	\$0	(\$78,275)	(\$60,000)
106	<i>Transfer to General Fund</i>			
107	Transfer to Bond Sinking Fund - Next Year's Bond Payment	\$0	\$0	\$0
108	<i>Transfer to Water System Capital Facilities Replacement Reserve Acct</i>			
109	Transfer to General Fund for Share of Administrative expenses	\$0	(\$45,000)	(\$80,000)
110	Total Net Water Revenue Fund Transfers:	\$78,275	(\$39,742)	(\$139,300)
111a	Water Revenue Fund - continued			
112	Water Revenue Fund Expenses			
113	Bond Payment			
114	Water Bond Payment, due annually in January	(\$77,691)	(\$78,275)	\$0
115	Operating Expenses			
116	Payroll - Water Masters	(\$18,919)	(\$26,400)	(\$30,000)
117	<i>Meter Repair/Replacement, Water System Equipment, Supplies</i>	\$0		
118	Chemicals & Monitoring	(\$1,991)	(\$800)	(\$800)
119	Telemetry System Operating Costs	(\$1,223)	(\$2,700)	(\$2,700)
120	Water Share Fee, Education, etc.	(\$40)	(\$450)	(\$450)
121	Gas Heat	(\$1,242)	(\$1,200)	(\$1,200)
122	Electricity	(\$7,223)	(\$7,000)	(\$7,000)
123	Payroll Taxes - Water Masters	(\$3,487)	(\$4,000)	(\$4,000)
123a	Workman's Comp Insurance for Water Masters	(\$78)	(\$1,200)	(\$1,200)
123b	Misc. Water Expenses	(\$12,012)	(\$1,500)	(\$1,500)
123c		\$0		
123d		\$0		
123e	Capital Investment in Water System			
123f	Purchase of Generator and Installation	(\$28,500)	\$0	\$0
123g	Pump Replacements, Telemetry System, Meter Upgrades	(\$11,035)	(\$40,000)	(\$20,000)
123h	Capital Equipment Investment - Water System			(\$5,000)
124	Repair and Maintenance			
125	Additional Water System Contract Services	(\$5,500)	(\$4,000)	(\$4,000)
126	Annual Generator Maintenance	(\$940)	\$0	\$1,000
126a	General Water System Maintenance & Repair	(\$5,817)	(\$5,000)	(\$15,000)
127	Total Water Revenue Expenses:	(\$175,699)	(\$172,525)	(\$91,850)
129	Increase/Decrease in Water Revenue Fund Balance	\$103,023	(\$34,845)	(\$49,900)
131	Water Bond Sinking Fund (money market)			
133	Water Bond Sinking Fund Revenue			
134	Estimated Interest	\$358	\$50	\$0

Interlaken Town Budget
Fiscal Year Ending 6/30/2024

	FY2025 Tentative 5-7-24 Council Meeting	FY2023 Budget Actual 7/1/22- 6/30/22	FY2024 Budget Adopted 7/1/23- 6/30/24	FY2025 Budget Tentative 5/7/24
135	Total Water Bond Sinking Fund Revenue:	\$358	\$50	\$0
137	Transfers into Water Bond Sinking Fund			
138	Transfer from Water Revenue Fund	\$0	\$0	\$0
140	Transfers out of Water Bond Sinking Fund			
141	Transfer to Water Revenue Fund to pay current year bond	(\$78,275)	(\$82,533)	\$0
141a	<i>Transfer to Water Reserve Fund to close out account</i>			
142	Total Net Water Bond Sinking Fund Transfers:	(\$78,275)	(\$82,533)	\$0
144	Increase/Decrease in Water Revenue Bond Sinking Fund Balance	(\$77,917)	(\$82,483)	\$0
146	Water Reserve Fund (savings)			
148	Water Reserve Fund Revenue			
149	Interest Income	\$713	\$80	\$800
150	Revenue from Federal & State Water System Grants	\$0	\$0	\$0
151	Total Water Reserve Fund Revenue:	\$713	\$80	\$800
153	Transfers into Water Reserve Fund			
154	Trfr from Water Revenue Fund to Capital Reserves	\$0	\$78,275	\$60,000
154a	Trfr from Water Bond Fund to Capital Reserves	\$0		
160	Transfers out of Water Reserve Fund			
161	Transfer to Water Revenue Fund for Capital Improvements	\$0	\$0	\$0
162	Total Net Water Reserve Fund Transfers:	\$0	\$78,275	\$60,000
164	Increase/Decrease in Water Reserve Fund Balance	\$713	\$78,355	\$60,800
166	Building Fund (checking)			
168	Building Fund Revenue			
168a	Interest Income	\$124	\$20	\$150
169	Building Permit Application Fees	\$3,800	\$1,800	\$1,800
170	Water Connect Fees	\$500	\$1,000	\$700
171	Road Impact Fees	\$17,250	\$7,500	\$7,000
172	Damage Deposits - Refundable	\$25,500	\$7,500	\$8,000
173	Completion Deposits - Refundable	\$14,500	\$4,500	\$8,000
173a	Plan Review & Inspections (Town Engineer)	\$17,286	\$15,000	\$19,000
173b	Variance Application Fees	\$0	\$240	\$240
174	Total Building Fund Revenue:	\$78,960	\$37,560	\$44,890
176	Transfers into Building Fund			
177	Transfer from General Fund - Special Engineering Projects	\$0	\$0	\$0
179	Transfers out of Building Fund			
180	Transfer to General Fund - Building Permit Application Fees	\$0	(\$1,800)	(\$1,800)
181	Transfer to Water Revenue Fund - Water Connect Fees	\$0	(\$1,000)	(\$700)
182	Transfer to Transportation Reserve Fund - Road Impact Fees	\$0	(\$7,500)	(\$7,000)
183	Total Net Building Fund Transfers:	\$0	(\$10,300)	(\$9,500)

Interlaken Town Budget
Fiscal Year Ending 6/30/2024

	FY2025 Tentative 5-7-24 Council Meeting	FY2023 Budget Actual 7/1/22- 6/30/22	FY2024 Budget Adopted 7/1/23- 6/30/24	FY2025 Budget Tentative 5/7/24
185	Building Fund Expenses			
187	Refunds of Damage Deposits	(\$500)	(\$5,000)	(\$8,000)
188	Refunds of Completion Deposits	(\$400)	(\$3,000)	(\$4,000)
188a	Plan Review & Inspections (Town Engineer)	(\$10,911)	(\$12,000)	(\$10,000)
188b	Additional Contractual Services (Town Engineer)	(\$845)	\$0	\$0
188c	Plan Review by Planning Commission	\$0	(\$450)	\$0
189	Total Building Fund Expenses:	(\$12,656)	(\$20,450)	(\$22,000)
191	Increase/Decrease in Building Fund Balance	\$66,305	\$6,810	\$13,390

194

Interlaken Town Budget
Fiscal Year Ending 6/30/2024

	FY2025 Tentative 5-7-24 Council Meeting	FY2023 Budget Actual 7/1/22- 6/30/22	FY2024 Budget Adopted 7/1/23- 6/30/24	FY2025 Budget Tentative 5/7/24
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195		Fiscal Year Net Increase/Decrease for all Funds		
197		Fund Name	FY2023 Budget Actual 7/1/22- 6/30/22	FY2024 Budget Adopted 7/1/23- 6/30/24
199	General Fund (checking)		\$17,993	(\$52,070)
200	Transportation Reserve Fund (savings)		\$397	\$64,600
201	Water Revenue Fund (checking)		\$103,023	(\$34,845)
202	Water Bond Sinking Fund (money market)		(\$77,917)	(\$82,483)
203	Water Reserve Fund (savings)		\$713	\$78,355
204	Building Fund (checking)		\$66,305	\$6,810
205	Total Fiscal Year Increase/Decrease		\$110,513	(\$19,633)
206				
207		Fiscal Year Revenue, Transfers, Expenses, Net Increase/Decrease		
209			FY2023 Budget Actual 7/1/22- 6/30/22	FY2024 Budget Adopted 7/1/23- 6/30/24
210				FY2025 Budget Tentative 5/7/24
211	Budget Category		Actual	Adopted
212	Revenues		\$456,147	\$456,242
213	Net Transfers between funds		\$0	\$0
214	Expenses		(\$345,634)	(\$475,875)
215	Ending Increase/Decrease		\$110,513	(\$19,633)
216				
217		Account Year-End Balances		
218			FY2023 Budget Actual 7/1/22- 6/30/22	FY2024 Budget Adopted 7/1/23- 6/30/24
219				FY2025 Budget Tentative 5/7/24
220			Actual	Adopted
221	General Fund (checking) *2681		\$ 161,468	\$ 109,398
222	Transportation Reserve Fund (savings) *4574		\$ 233,277	\$ 297,877
223	Water Revenue Fund (checking) *1520		\$ 203,009	\$ 168,164
224	Water Bond Sinking Fund (money market) *1058		\$ 82,516	\$ -
225	Water Reserve Fund (savings) *1330		\$ 160,149	\$ 238,504
226	Building Fund (checking) *1678		\$ 114,990	\$ 121,800
227	Total of Ending Balances		\$ 955,408	\$ 935,742
				\$ 869,762

2021 Review of Council Member Salaries and Health Benefits

Agency	Salary	Population	Retirement	Health Benefits	Additional Annual Compensation Reported
Fairfield	\$50/meeting	100			
Hatch Town	50.00/mo	134			
Howell Town	20.00/mo	245			
Rockville	\$1/year	273			
Wales	\$50/mo	315			
Laketown	\$598/yr	325			
Tropic Town	\$ - 530				
Mayfield	\$75.00/mo	560			
Ferron	\$200/mo	1,600			
Huntington	\$600/mo	2,000			
Millville City	\$300/mo	2,050			
Naples City	\$645.90/mo	2,100			
Parowan	\$141.67/mo	3,033		Yes	If opted to take benefits, half of monthly premium is paid by the City
Beaver	\$1245/mo	3,200		Yes	Can receive health if paid with monthly stipend
Sunset	\$6,110	5,200			Travel allowance \$270/yr
Brian Head	\$3,200/yr	7,000			
Price	\$12,300/yr	8,273			
Park City	\$23,435/yr	8,500			
Ivins	\$8,286/yr	9,500			
Alpine	\$4,800/yr	10,477			
Woods Cross	\$6,000/yr	11,340			\$50 per meeting to Council Member who attends Planning Commission meetings.
Vinyard	\$8,800/yr	19,000			
Payson	\$6,400/yr	20,000	Yes		\$600 travel + \$600 if using own phone
South Salt Lake	\$11,352/yr	25,000	Yes		
Syracuse	\$4,590/yr	32,000		Yes (Federally required only)	
Cedar City	\$14,996.80/yr	32,067		Yes	\$100/mo travel reimbursement
American Fork	\$6,000/yr	32,500			\$3000 travel allowance
Springville	\$12,228/yr	33,000			\$2500 for phone, travel, other expenses
Tooele	\$12,504/yr	35,000	Yes		\$8600 for RDA work and phone allowance
Eagle Mountain	\$15,600/yr	36,000			
Pleasant Grove	\$7,200/yr	38,000	Yes		
Spanish Fork	\$17,467/yr	40,000	Yes		
Bountiful	\$7,800/yr	44,000			\$2500 for phone, travel, other expenses
Bountiful	\$7,800/yr	44,000		Yes	
Spanish Fork	\$17,460/yr	44,000		Yes	
Draper	\$23,400/yr	48,000	Yes		
Murray	\$15,497/yr	49,000	Yes		\$4200 for expenses
Logan	\$15,605/yr	52,000			\$300 travel allowance
Herriman	\$14,500/yr	65,000		Yes	Additional fringe benefits offered (appreciation events, phone, computer, etc.)
Lehi	\$16,608/yr	66,000			\$1500 travel + \$900 phone
South Jordan	\$16,514/yr	74,000			Up to \$480 for phone
Logan	\$17,396/yr	77,000			
St. George	\$20,556/yr	87,000	Yes		\$1800 travel allowance
Ogden	\$18,090/yr	88,000	Yes		\$1150 clothing + \$1140 phone
Sandy	\$24,333/yr	97,000	Yes		
Orem	\$14,420/yr	97,500	Yes		
West Jordan	\$18,000/yr	116,000	Yes		
Provo	\$18,000/yr	117,000	Yes	Yes	Effective 1/1/2022 - \$21,000/yr + \$400/mo expenses. Chair receives an additional \$125/mo. Vice Chair receives an additional \$85/mo.
West Valley	\$21,580/yr	136,000	Yes		
Salt Lake City	\$36,660/yr	201,000	Yes		
Salt Lake County	\$42,856/yr	1,153,000	Yes		

2021 Review of Mayor Salaries and Health Benefits

Agency	Salary	Population	Retirement	Health Benefits	Additional Annual Compensation Reported
Fairfield	\$50/meeting	100			
Hatch Town	50.00/mo	134			
Howell Town	40.00/mo	245			
Rockville	\$1/year	273			
Wales	\$50/mo	315			
Laketown	\$1200/yr	325			
Tropic Town	\$0.00	530			
Mayfield	\$250/mo	560			
Ferron	\$500/mo	1,600			
Huntington	\$1500/mo	2,000			
Millville City	\$700/mo	2,050			\$50/mo gas allowance, + \$10/Council Meeting
Naples City	1157.33/mo	2,100			
Parowan	\$200/mo	3,033		Yes	If opted to take benefits, half of monthly premium is paid by the City
Beaver	\$1360/mo	3,200		Yes	Can receive health if paid with monthly stipend
Sunset	\$10,790/yr	5,200			Travel allowance \$1,125/yr
Brian Head	\$3,200/yr	7,000		No	
Price	\$18300/yr	8,273			
Ivins	\$15,009/yr	9,500			
Alpine	\$9,900/yr	10,477		No	
Woods Cross	\$12,000/yr	11,340			
Vinyard	\$18400/yr	19,000			
South Salt Lake	\$81,492/yr	25,000			
Syracuse	\$10,044/yr	32,000		Yes (Federally required only)	
Cedar City	\$21,995.60/yr	32,067		Yes	\$100/mo travel reimbursement
Tooele	\$95,502/yr	35,000			
Eagle Mountain	\$70,000/yr	36,000			
Bountiful	\$15,600/yr	44,000		Yes	
Spanish Fork	\$27,924/yr	44,000		Yes	
Murray	\$118,518/yr	49,000			
Logan	\$99,467/yr	52,000			
Herriman	\$14,500/yr	65,000		Yes	Additional fringe benefits offered (appreciation events, phone, computer, etc.)
Ogden	\$133,766/yr	88,000			
Sandy	\$127,572/yr	97,000			
West Jordan	\$105,000/yr	116,000			
Provo	\$120,000/yr	117,000	Yes	Yes	Effective 1/1/2022 - \$130,000/yr
Salt Lake City	\$146,578/yr	201,000			
Salt Lake County	\$164,930/yr	1,153,000			

Subject: RE: Pickleball Court Issue
Date: Monday, May 6, 2024 at 8:15:48 PM Mountain Daylight Time
From: Jeremy Cook
To: Interlaken Clerk
CC: Interlaken Mayor
Attachments: image001.png, image002.png

Gentlemen,

As we discussed, based on my review of the town's zoning ordinance, it is my opinion that the Town does not have a defensible position to deny the application for a pickleball court. Primarily, Utah Courts have held that "because zoning ordinances are in derogation of a property owner's common-law right to unrestricted use of his or her property, provisions therein restricting property uses should be strictly construed, and provisions permitting property uses should be liberally construed in favor of the property owner." [*Patterson v. Utah County Bd. of Adjustment, 893 P.2d 602, 606 \(Utah Ct.App.1995\).*](#)

The town code does not contain any restriction on pickleball courts or any restrictions that could reasonably interpreted to restrict pickleball courts. In addition, the primary concern with the pickleball court appears to be noise, which could be regulated through a noise ordinance. The town could definitely amend the code to restrict future pickleball courts, but I think it would be better to look at restricting how much of the property can be hardscaped, lighting restrictions and noise restrictions as opposed to just targeting pickleball since there are ways to mitigate noise.

Thanks,
Jeremy



Jeremy R. Cook
111 East Broadway, 11th Floor
Salt Lake City, Utah 84111
Phone: 801.363.4300 (after hours ext. 133) | Cell: 801.580.8759
jcook@ck.law

From: Interlaken Clerk <interlakenclerk@gmail.com>
Sent: Wednesday, May 1, 2024 11:00 AM
To: Jeremy Cook <jcook@ck.law>
Cc: Interlaken Mayor <interlaken.mayor@gmail.com>
Subject: Pickleball Court Issue

Jeremy-

Thanks for your time today. Glad we were able to address both issues at hand. Could you send us an email with a summary of your opinion/recommendation regarding approval of the Lehmann pickleball court?

We'd like to have this available for our council meeting next Tuesday to share with the council.

Thanks for your help,

Bart Smith

Interlaken Town Administrator

(435) 565-3812

The undersigned responsible party agrees to the policies and conditions of the Interlaken Site Disturbance Agreement.

Excavation Contractor

I HEREBY certify that I have read and examined this application and knowing the same to be true and correct. All provisions of law and ordinances governing this type of work will be complied with whether specified herein or not. The granting of this permit does not presume to give authority to violate or cancel the provisions of any other State or Local Law regulating construction or performance of construction and that I make this statement under penalty of perjury.

Contractor Name: Big River Borders

Signature: Patrick Lehman

Mailing Address: 6421 E Waltman Ln

Phone Contact: 832 571 8639

Email Address: patrickjlehman1@gmail.com

Lot # 173 Interlaken Address: 338 Lucern Rd

Date: May 6, 2024

Description of Work:

Excavate and install a pickleball court

Completion Date Estimated Aug, 2024

Receipt of Payment

Name: _____

Interlaken Title: _____

Signature _____ for Interlaken Town having

Received check # _____ for the amount of \$ _____ on
_____ (date).