

InterlakenTown Budget
Fiscal Year Ending 6/30/2021

	Version 2021-06-10 TC Amended	FY2019 Budget Actual 7/1/18- 6/30/19	FY2020 Budget Estimated 7/1/19-6/30/20	FY2021 Budget 6/10/21 Amended 7/1/20-6/30/21
1	General Fund (checking)			
2				
3	General Fund Revenue			
5	Annual Wasatch County Tax Assessment	\$ 79,042	\$121,187	\$118,000
6	Prior Year Assessments	\$0	\$0	\$0
7	Late Fees - Assessments (prior to FY2019)	\$0	\$0	\$0
8	1% State Sales Tax (estimate)	\$24,881	\$28,689	\$22,000
10	Interest Income	\$136	\$219	\$200
12	New Owner Transfer Fees	\$124	\$0	
13	B&C Road Tax (estimate)	\$18,605	\$20,068	\$18,408
14	Building App Town Admin Fees	\$900	\$0	\$0
15	Interlaken Drive RMA with BHR Agreement (20%)	\$0	\$0	\$1,200
15a	CARES Act Revenue			\$20,115
15b	Additional Grant Revenue			
15c	Miscellaneous Revenue			
15d				
16	Total General Fund Revenue:	\$ 123,689	\$170,163	\$179,923
17				
18	Transfers into General Fund			
19	Transfer from Building Fund (Application Fees for admin costs)	\$1,600	\$2,450	\$1,500
20	Transfer from Water Revenue Fund (50% of admin. expenses)	\$28,666	\$0	\$30,500
21	Transfer from Transportation Reserve Fund for Capital expenses	\$0	\$0	\$90,000
22				
23	Transfers out of General Fund			
26	Transfers into Transportation Reserve Fund			
28	Transfer of B&C Road Tax to Transportation Reserve Fund	(\$18,755)	(\$20,068)	(\$18,408)
29	Contribution to Capital Improvements in Transportation Reserve Fund	\$0	(\$40,000)	(\$45,000)
30	Transfers into Building Fund - Special Engineering Projects	(\$250)	\$0	\$0
31	Total Net General Fund Transfers:	\$11,261	(\$57,618)	\$58,592

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32				
33	General Fund - continued			
34				
35	General Fund Expenses			
36	Administrative Expenses			
37	Commission, Committee, Council Mtg Expenses	\$0	(\$32)	(\$1,200)
38	Town Clerk & Webmaster	(\$13,619)	(\$18,057)	(\$22,000)
39	Association Memberships	(\$509)	(\$509)	(\$489)
40	Web Hosting & IT Services (WIX, GoDaddy, Zoom, Dropbox, ViaSat, Calling Post)	(\$95)	(\$700)	(\$2,200)
40a	Town Council Equipment & Supplies	(\$393)	(\$425)	(\$200)
41	Meeting Advertising	(\$187)	(\$688)	(\$350)
42	Bookkeeping, Accounting & CPA fees	(\$6,293)	(\$8,662)	(\$13,000)
43	Bank Charges	(\$35)	\$0	
44	Town Attorney	(\$12,194)	(\$5,434)	(\$12,000)
44a	Attorney fees for BHR settlement/agreement	(\$13,109)	\$0	\$0
45a	Animal Control through Interlocal Agreement w/ Heber City	(\$1,177)	\$0	(\$1,500)
45b	Municipal Election Balloting & Noticing	\$0	\$0	\$0
46	Misc. Admin. Expenses	(\$254)	(\$370)	(\$100)
47	Insurance	(\$7,087)	(\$1,092)	(\$4,039)
48	Office Supplies (postage + supplies)	(\$525)	(\$1,141)	(\$700)
49	Building Inspector	\$0	\$0	
51	Additional Consulting Fees	\$0	(\$6,800)	(\$8,000)
51a	State Payroll (FY2018 only) and Federal IRS Taxes	(\$3,980)	(\$1,955)	(\$4,000)
51b	CARES Act - WCFD Fire Mitigation			(\$20,115)
51c				
51d				
52	Total Administrative Expenses:	(\$59,458)	(\$45,865)	(\$89,893)

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53				
54	Annual Road Maintenance and Repair Expenses from General Fund			
55	Annual Road Repair & Maintenance	(\$11)	(\$2,038)	(\$18,000)
56	Additional Contract Services	(\$6,241)	(\$6,564)	(\$8,000)
56a	Road Signage	(\$859)	(\$2,133)	(\$2,000)
57	Contract Service (Snow Removal)	(\$32,500)	(\$35,000)	(\$39,500)
58	Supplies - Salt, Sand, etc	(\$3,300)	(\$2,550)	(\$3,500)
58a	Annual Fire Mitigation Expenses			
58b	Brush Removal and other Wildfire Mitigation			(\$30,000)
59	Annual Road Capital Improvement Expenses			
60	Capital Investment in Roads	\$0	(\$10,000)	(\$30,000)
60a	DPW Expenses			
60b	DPW Site Construction - Capital Investment	\$0	\$0	(\$60,000)
60c	Annual DPW Site Maintenance Expenses	\$0	\$0	\$0
61	Total Road Maintenance, Capital Improvements, Fire & DPW Expense	(\$42,912)	(\$58,285)	(\$191,000)
62				
65	Total General Fund Expenses:	(\$102,370)	(\$104,150)	(\$280,893)
66				
67	Increase/Decrease in General Fund Balance	\$32,581	\$8,395	(\$42,378)
68				
70	Transportation Reserve Fund (savings)			
71				
72	Transportation Reserve Fund Revenue			
73	Estimated Interest	\$253	\$218	\$220
73a	Revenue From BHR Settlement	\$33,000	\$0	\$0
73b	Revenue from Federal & State Transportation System Grants			\$0
74	Total Transportation Reserve Fund Revenue:	\$33,253	\$218	\$220
75				
76	Transfers into Transportation Reserve Fund			
77	Trfr from General Fund of B&C Road Tax to Trans. Reserve Capital Fund	\$18,755	\$20,068	\$18,408
78	Transfer from General Fund for Capital Improvement Reserves	\$0	\$40,000	\$45,000
80	Transfer from Building Fund of Road Impact Fee	\$8,750	\$10,000	\$7,500
81				
82	Transfers out of Transportation Reserve Fund			
83	Transfer to General Fund for Transportation Capital Expenses	\$0	\$0	(\$90,000)
84	Total Net Transportation Reserve Fund Transfers:	\$27,505	\$70,068	(\$19,092)
85				
86	Incr/Decr in Transportation Reserve Fund Balance	\$60,758	\$70,286	(\$18,872)
87				

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88	Water Revenue Fund (checking)			
89				
90	Water Revenue Fund Revenue			
92	Annual Water Utility Base Usage Fee	\$162,247	\$167,253	\$173,000
93	Interest Income	\$190	\$100	\$100
95	Charge for Services: Metered Water (overages)	\$10,337	\$5,370	\$4,000
95a	Water Connect Fee (Direct Deposit)		\$0	
95b	Water Billing Late Fees	\$400	\$225	\$150
95c	New Owner Transfer Fees	\$250	\$600	\$450
95d				
95e				
96	Total Water Revenue Fund Revenue:	\$173,423	\$173,548	\$177,700
97				
98	Transfers into Water Revenue Fund			
100	Transfer from Building Fund (Water Connect Fees)	\$400	\$200	\$1,500
101	Transfer from Bond Sinking Fund for current year Water Bond payme	\$77,889	\$78,626	\$78,382
102	Transfer from Water System Reserve Fund for Capital Improvements	\$0	\$0	\$60,000
103				
104	Transfers out of Water Revenue Fund			
105	Transfer to Water System Reserve Capital Fund	(\$7,770)	(\$50,000)	\$0
106	Transfer to General Fund	(\$403)	\$0	\$0
107	Transfer to Bond Sinking Fund - Next Year's Bond Payment	(\$78,678)	(\$78,382)	(\$78,382)
108	Transfer to Water System Capital Facilities Replacement Reserve Acct		\$0	
109	Transfer to General Fund for 50% of Administrative expenses	(\$28,263)	\$0	(\$30,500)
110	Total Net Water Revenue Fund Transfers:	(\$36,825)	(\$49,556)	\$31,000
111				

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111a	Water Revenue Fund - continued			
111b				
112	Water Revenue Fund Expenses			
113	Bond Payment			
114	Water Bond Payment, due annually in January	(\$77,889)	(\$78,626)	(\$78,382)
115	Operating Expenses			
116	Payroll - Water Masters	(\$12,522)	(\$14,359)	(\$21,600)
117	Meter Repair/Replacement, Water System Equipment, Supplies	(\$6,504)	(\$838)	
118	Chemicals & Monitoring	(\$604)	(\$2,200)	(\$3,000)
119	Telemetry System Operating Costs	(\$1,127)	\$0	(\$1,127)
120	Water Share Fee, Education, etc.	(\$13)	\$0	(\$375)
121	Gas Heat	(\$475)	(\$579)	(\$500)
122	Electricity	(\$6,377)	(\$5,970)	(\$6,000)
123	Payroll Taxes - Water Masters	(\$1,356)	(\$3,714)	(\$3,000)
123a	Workman's Comp Insurance for Water Masters	(\$192)	(\$8)	(\$1,069)
123b	Misc. Water Expenses	(\$1,279)	(\$971)	(\$1,000)
123c				
123d				
123e	Capital Investment in Water System			
123f	Purchase of Generator and Installation	\$0	(\$3,515)	(\$71,000)
123g	Pump Replacements, Telemetry System, Meter Upgrades	(\$1,200)	(\$15,376)	(\$45,000)
124	Repair and Maintenance			
125	Additional Contract Services - Tank Main., Rate Studies, Consults	\$0	(\$1,200)	(\$5,000)
126	Annual Generator Maintenance	\$0	\$0	(\$1,200)
126a	General Water System Maintenance & Repair	\$0	(\$4,117)	(\$5,000)
127	Total Water Revenue Expenses:	(\$109,538)	(\$131,473)	(\$243,253)
128				
129	Increase/Decrease in Water Revenue Fund Balance	\$27,060	(\$7,481)	(\$34,553)
130				

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131	Water Bond Sinking Fund (money market)			
132				
133	Water Bond Sinking Fund Revenue			
134	Estimated Interest	\$385	\$342	\$400
135	Total Water Bond Sinking Fund Revenue:	\$385	\$342	\$400
136				
137	Transfers into Water Bond Sinking Fund			
138	Transfer from Water Revenue Fund	\$78,678	\$78,382	\$78,382
139				
140	Transfers out of Water Bond Sinking Fund			
141	Transfer to Water Revenue Fund to pay current year bond	(\$77,889)	(\$78,626)	(\$78,382)
141a	Transfer to Water Reserve Fund to close out account			
142	Total Net Water Bond Sinking Fund Transfers:	\$789	(\$244)	\$0
143				
144	Increase/Decrease in Water Revenue Bond Sinking Fund Balance	\$1,174	\$98	\$400
145				
146	Water Reserve Fund (savings)			
147				
148	Water Reserve Fund Revenue			
149	Interest Income	\$643	\$481	\$100
150	Revenue from Federal & State Water System Grants			\$57,600
151	Total Water Reserve Fund Revenue:	\$643	\$481	\$57,700
152				
153	Transfers into Water Reserve Fund			
154	Trfr from Water Revenue Fund to Capital Facilities Replacement Reserves	\$7,770	\$50,000	\$0
154a				
159				
160	Transfers out of Water Reserve Fund			
161	Transfer to Water Revenue Fund for Capital Improvements	\$0	\$0	(\$60,000)
162	Total Net Water Reserve Fund Transfers:	\$7,770	\$50,000	(\$60,000)
163				
164	Increase/Decrease in Water Reserve Fund Balance	\$8,413	\$50,481	(\$2,300)
165				

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166	Building Fund (checking)			
167				
168	Building Fund Revenue			
168a	Interest Income	\$71	\$115	\$100
169	Building Permit Application Fees	\$1,600	\$2,450	\$2,250
170	Water Connect Fees	\$400	\$200	\$1,500
171	Road Impact Fees	\$8,750	\$10,000	\$7,500
172	Damage Deposits - Refundable	\$10,000	\$22,500	\$7,500
173	Completion Deposits - Refundable	\$6,000	\$12,000	\$4,500
173a	Plan Review & Inspections (Town Engineer)	\$10,953	\$22,845	\$18,000
173b	Variance Application Fees	\$0	\$250	\$0
174	Total Building Fund Revenue:	\$37,774	\$70,360	\$41,350
175				
176	Transfers into Building Fund			
177	Transfer from General Fund - Special Engineering Projects	\$250	\$0	\$0
178				
179	Transfers out of Building Fund			
180	Transfer to General Fund - Building Permit Application Fees	(\$1,600)	(\$2,450)	(\$1,500)
181	Transfer to Water Revenue Fund - Water Connect Fees	(\$400)	(\$200)	(\$1,500)
182	Transfer to Transportation Reserve Fund - Road Impact Fees	(\$8,750)	(\$10,000)	(\$7,500)
183	Total Net Building Fund Transfers:	(\$10,500)	(\$12,650)	(\$10,500)
184				
185	Building Fund Expenses			
187	Refunds of Damage Deposits	(\$2,500)	(\$13,500)	(\$5,000)
188	Refunds of Completion Deposits	(\$1,500)	(\$14,510)	(\$3,000)
188a	Plan Review & Inspections (Town Engineer)	(\$10,366)	(\$27,406)	(\$18,000)
188b	Additional Contractual Services (Town Engineer)	\$0	\$0	(\$1,000)
188c	Plan Review by Planning Commission			(\$750)
189	Total Building Fund Expenses:	(\$14,366)	(\$55,416)	(\$27,750)
190				
191	Increase/Decrease in Building Fund Balance	\$12,908	\$2,294	\$3,100
194				

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195		Fiscal Year Net Increase/Decrease for all Funds		
196				
197	Fund Name	FY2019 Budget Actual 7/1/18- 6/30/19	FY2020 Budget Estimated 7/1/19-6/30/20	FY2021 Budget 6/10/21 Amended 7/1/20-6/30/21
199	General Fund (checking)	\$32,581	\$8,395	(\$42,378)
200	Transportation Reserve Fund (savings)	\$60,758	\$70,286	(\$18,872)
201	Water Revenue Fund (checking)	\$27,060	(\$7,481)	(\$34,553)
202	Water Bond Sinking Fund (money market)	\$1,174	\$98	\$400
203	Water Reserve Fund (savings)	\$8,413	\$50,481	(\$2,300)
204	Building Fund (checking)	\$12,908	\$2,294	\$3,100
205	Total Fiscal Year Increase/Decrease	\$142,894	\$124,073	(\$94,603)
206				
207		Fiscal Year Revenue, Transfers, Expenses, Net Increase/Decrease		
208				
209		FY2019 Budget	FY2020 Budget	FY2021 Budget
210		06/30/19	06/30/20	06/30/21
211	Budget Category	Actual	Estimated	Proposed
212	Revenues	\$369,168	\$415,112	\$457,293
213	Net Transfers between funds	\$0	\$0	\$0
214	Expenses	(\$226,273)	(\$291,039)	(\$551,896)
215	Ending Increase/Decrease	\$142,894	\$124,073	(\$94,603)
216				
217		Projected Year-End Balances		
218		FY2019 Ending Balance	FY2020 Ending Balance	FY2021 Ending Balance
219		06/30/19	06/30/20	06/30/21
220	Fund Name	Actual	Projection	Projection
221	General Fund (checking) *2681	\$ 87,343	\$ 95,738	\$ 53,360
222	Transportation Reserve Fund (savings) *4574	\$ 165,582	\$ 235,868	\$ 216,996
223	Water Revenue Fund (checking) *1520	\$ 64,393	\$ 56,912	\$ 22,359
224	Water Bond Sinking Fund (money market) *1058	\$ 159,858	\$ 159,956	\$ 160,356
225	Water Reserve Fund (savings) *1330	\$ 188,204	\$ 238,685	\$ 236,385
226	Building Fund (checking) *1678	\$ 39,482	\$ 41,776	\$ 44,876
227	Total of Ending Balances	\$ 704,862	\$ 828,935	\$ 734,332

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1	General Fund (checking)			
3	General Fund Revenue			
5	Annual Wasatch County Tax Assessment	\$118,000	\$110,162	\$118,000
6	Prior Year Assessments	\$0	\$0	\$0
7	Late Fees - Assessments (prior to FY2019)	\$0	\$0	\$0
8	1% State Sales Tax (estimate)	\$22,000	\$23,247	\$28,000
10	Interest Income	\$200	\$20	\$30
12	New Owner Transfer Fees		\$0	\$0
13	B&C Road Tax (estimate)	\$18,408	\$16,044	\$18,408
14	Building App Town Admin Fees	\$0	\$0	\$0
15	Interlaken Drive RMA with BHR Agreement (20%)	\$1,200	\$0	\$0
15a	CARES Act Revenue	\$20,115	\$20,115	\$0
15b	Additional Grant Revenue		\$0	\$0
15c	Miscellaneous Revenue		\$2,010	\$200
15d	Fines for municipal code violations			\$1,500
16	Total General Fund Revenue:	\$179,923	\$171,598	\$166,138
18	Transfers into General Fund			
19	Transfer from Building Fund (Application Fees for admin costs)	\$1,500	\$0	\$900
20	Transfer from Water Revenue Fund (50% of admin. expenses)	\$30,500	\$0	\$30,500
21	Transfer from Transportation Reserve Fund for Capital expenses	\$90,000	\$50,000	\$50,000
23	Transfers out of General Fund			
26	Transfers into Transportation Reserve Fund			
28	Transfer of B&C Road Tax to Transportation Reserve Fund	(\$18,408)	\$0	(\$18,408)
29	Contribution to Capital Improvements in Transportation Reserve Fund	\$0	\$0	\$0
30	Transfers into Building Fund - Special Engineering Projects	\$0	\$0	\$0
31	Total Net General Fund Transfers:	\$103,592	\$50,000	\$62,992
33	General Fund - continued			
35	General Fund Expenses			
36	Administrative Expenses			
37	Commission, Committee, Council Mtg Expenses	(\$1,200)	\$0	\$0
38	Town Clerk & Webmaster	(\$22,000)	(\$12,798)	(\$20,000)
39	Association Memberships	(\$489)	(\$269)	(\$489)
40	Web Hosting & IT Services (WIX, GoDaddy, Zoom, Dropbox, ViaSat, Calling Post)	(\$2,200)	(\$958)	(\$1,200)
40a	Town Council Equipment & Supplies	(\$200)	(\$296)	(\$400)
41	Advertising Expenses	(\$350)	\$0	(\$350)
42	Bookkeeping, Accounting & CPA fees	(\$13,000)	(\$7,539)	(\$18,000)
43	Bank Charges, Checks		(\$9)	\$0
44	Town Attorney	(\$12,000)	(\$7,455)	(\$12,000)
44a	Attorney fees for BHR settlement/agreement	\$0	\$0	\$0
45a	Animal Control through Interlocal Agreement w/ Heber City	(\$1,500)	\$0	(\$3,000)
45b	Municipal Election Balloting & Noticing, Advertisements	\$0	\$0	(\$400)
46	Misc. Admin. Expenses	(\$100)	(\$2,254)	(\$400)
47	Insurance	(\$4,039)	(\$585)	(\$4,000)

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48	Office Supplies (postage + supplies)	(\$700)	(\$450)	(\$700)
49	<i>Building Inspector</i>		(\$635)	\$0
51	Additional Consulting Fees	(\$8,000)	(\$25)	(\$5,000)
51a	Federal IRS Taxes	(\$4,000)	(\$1,246)	(\$1,500)
51b	CARES Act - WCFD Fire Mitigation	(\$20,115)	(\$20,115)	\$0
51c	Safety and Enforcement Supplies		\$0	(\$1,000)
51d				
52	Total Administrative Expenses:	(\$89,893)	(\$54,633)	(\$68,439)
54	Annual Road Maintenance and Repair Expenses from General Fund			
55	Annual Road Repair & Maintenance	(\$18,000)	(\$12,013)	(\$70,000)
56	Additional Contract Services	(\$8,000)	(\$78)	(\$500)
56a	Road Signage	(\$2,000)	(\$3,535)	(\$2,000)
57	Contract Service (Snow Removal)	(\$39,500)	(\$36,000)	(\$44,000)
58	Supplies - Salt, Sand, etc	(\$3,500)	(\$3,400)	(\$3,500)
58a	Annual Fire Mitigation Expenses			
58b	Brush Removal and other Wildfire Mitigation	(\$30,000)	(\$7,100)	(\$10,000)
59	Annual Road Capital Improvement Expenses			
60	Capital Investment in Roads	(\$30,000)	(\$30,000)	(\$30,000)
60a	DPW Expenses			
60b	DPW Site Construction - Capital Investment	(\$60,000)	(\$53,287)	(\$30,000)
60c	Annual DPW Site Maintenance Expenses	\$0	(\$32)	(\$600)
61	Total Road Maintenance, Capital Improvements, Fire & DPW Expenses	(\$191,000)	(\$145,445)	(\$190,600)
65	Total General Fund Expenses:	(\$280,893)	(\$200,077)	(\$259,039)
67	Increase/Decrease in General Fund Balance	\$2,622	\$21,521	(\$29,909)
70	Transportation Reserve Fund (savings)			
72	Transportation Reserve Fund Revenue			
73	Estimated Interest	\$220	\$71	\$100
73a	Revenue From BHR Settlement	\$0	\$0	\$1,200
73b	Revenue from Federal & State Transportation System Grants	\$0	\$0	\$0
74	Total Transportation Reserve Fund Revenue:	\$220	\$71	\$1,300
76	Transfers into Transportation Reserve Fund			
77	Trfr from General Fund of B&C Road Tax to Trans. Reserve Capital Fund	\$18,408	\$0	\$18,408
78	Transfer from General Fund for Capital Improvement Reserves	\$0	\$0	\$0
80	Transfer from Building Fund of Road Impact Fee	\$7,500	\$0	\$7,500
82	Transfers out of Transportation Reserve Fund			
83	Transfer to General Fund for Transportation Capital Expenses	(\$90,000)	(\$50,000)	(\$50,000)
84	Total Net Transportation Reserve Fund Transfers:	(\$64,092)	(\$50,000)	(\$24,092)
86	Incr/Decr in Transportation Reserve Fund Balance	(\$63,872)	(\$49,929)	(\$22,792)
88	Water Revenue Fund (checking)			

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90	Water Revenue Fund Revenue			
92	Annual Water Utility Base Usage Fee	\$173,000	\$166,365	\$173,000
93	Interest Income	\$100	\$12	\$20
95	Charge for Services: Metered Water (overages)	\$4,000	\$841	\$4,000
95a	<i>Water Connect Fee</i>		\$0	
95b	Water Billing Late Fees	\$150	\$100	\$300
95c	New Owner Transfer Fees	\$450	\$868	\$450
95d				
95e				
96	Total Water Revenue Fund Revenue:	\$177,700	\$168,186	\$177,770
98	Transfers into Water Revenue Fund			
100	Transfer from Building Fund (Water Connect Fees)	\$1,500	\$0	\$1,500
101	Transfer from Bond Sinking Fund for current year Water Bond payment	\$78,382	\$78,275	\$78,275
102	Transfer from Water System Reserve Fund for Capital Improvements	\$116,000	\$30,800	\$30,000
104	Transfers out of Water Revenue Fund			
105	Transfer to Water System Reserve Capital Fund	\$0	\$0	\$0
106	<i>Transfer to General Fund</i>	\$0	\$0	\$0
107	Transfer to Bond Sinking Fund - Next Year's Bond Payment	(\$78,382)	\$0	(\$78,275)
108	<i>Transfer to Water System Capital Facilities Replacement Reserve Acct</i>		\$0	\$0
109	Transfer to General Fund for 50% of Administrative expenses	(\$30,500)	\$0	(\$30,500)
110	Total Net Water Revenue Fund Transfers:	\$87,000	\$109,075	\$1,000
111a	Water Revenue Fund - continued			
112	Water Revenue Fund Expenses			
113	Bond Payment			
114	Water Bond Payment, due annually in January	(\$78,382)	(\$78,275)	(\$78,275)
115	Operating Expenses			
116	Payroll - Water Masters	(\$21,600)	(\$12,900)	(\$17,000)
117	<i>Meter Repair/Replacement, Water System Equipment, Supplies</i>		\$0	\$0
118	Chemicals & Monitoring	(\$3,000)	(\$360)	(\$600)
119	Telemetry System Operating Costs	(\$1,127)	\$0	(\$2,700)
120	Water Share Fee, Education, etc.	(\$375)	(\$40)	(\$375)
121	Gas Heat	(\$500)	(\$331)	(\$600)
122	Electricity	(\$6,000)	(\$6,023)	(\$6,100)
123	Payroll Taxes - Water Masters	(\$3,000)	(\$2,688)	(\$3,500)
123a	Workman's Comp Insurance for Water Masters	(\$1,069)	(\$16)	(\$1,100)
123b	Misc. Water Expenses	(\$1,000)	(\$786)	(\$1,200)
123c				
123d				
123e	Capital Investment in Water System			
123f	Purchase of Generator and Installation	(\$71,000)	(\$50,513)	(\$6,000)
123g	Pump Replacements, Telemetry System, Meter Upgrades	(\$45,000)	(\$23,534)	(\$65,000)

InterlakenTown Budget
Fiscal Year Ending 6/30/2022

	2021-06-10 Approved by Town Council	FY2021 Budget 2/1/21 Amended 7/1/20-6/30/21	FY2021 Budget Updated 4/1/21 Actuals	FY2022 Budget Approved 7/1/21- 6/30/22
124	Repair and Maintenance			
125	Additional Contract Services - Tank Main., Rate Studies, Consults	(\$5,000)	\$0	(\$3,327)
126	Annual Generator Maintenance	(\$1,200)	\$0	(\$500)
126a	General Water System Maintenance & Repair	(\$5,000)	(\$1,335)	(\$5,000)
127	Total Water Revenue Expenses:	(\$243,253)	(\$176,800)	(\$191,277)
129	Increase/Decrease in Water Revenue Fund Balance	\$21,447	\$100,461	(\$12,507)
131	Water Bond Sinking Fund (money market)			
133	Water Bond Sinking Fund Revenue			
134	Estimated Interest	\$400	\$66	\$100
135	Total Water Bond Sinking Fund Revenue:	\$400	\$66	\$100
137	Transfers into Water Bond Sinking Fund			
138	Transfer from Water Revenue Fund	\$78,382	\$0	\$78,275
140	Transfers out of Water Bond Sinking Fund			
141	Transfer to Water Revenue Fund to pay current year bond	(\$78,382)	(\$78,275)	(\$78,275)
141a	Transfer to Water Reserve Fund to close out account			
142	Total Net Water Bond Sinking Fund Transfers:	\$0	(\$78,275)	\$0
144	Increase/Decrease in Water Revenue Bond Sinking Fund Balance	\$400	(\$78,210)	\$100
146	Water Reserve Fund (savings)			
148	Water Reserve Fund Revenue			
149	Interest Income	\$100	\$112	\$150
150	Revenue from Federal & State Water System Grants	\$57,600	\$31,502	\$0
151	Total Water Reserve Fund Revenue:	\$57,700	\$31,614	\$150
153	Transfers into Water Reserve Fund			
154	Trfr from Water Revenue Fund to Capital Facilities Replacement Reserves	\$0	\$0	\$0
154a				
160	Transfers out of Water Reserve Fund			
161	Transfer to Water Revenue Fund for Capital Improvements	(\$116,000)	(\$30,800)	(\$30,000)
162	Total Net Water Reserve Fund Transfers:	(\$116,000)	(\$30,800)	(\$30,000)
164	Increase/Decrease in Water Reserve Fund Balance	(\$58,300)	\$814	(\$29,850)
166	Building Fund (checking)			
168	Building Fund Revenue			
168a	Interest Income	\$100	\$14	\$20
169	Building Permit Application Fees	\$2,250	\$1,500	\$11,350
170	Water Connect Fees	\$1,500	\$500	\$1,500
171	Road Impact Fees	\$7,500	\$2,500	\$7,500
172	Damage Deposits - Refundable	\$7,500	\$18,000	\$7,500
173	Completion Deposits - Refundable	\$4,500	\$6,500	\$4,500
173a	Plan Review & Inspections (Town Engineer)	\$18,000	\$12,943	\$18,000
173b	Variance Application Fees	\$0	\$0	\$250

InterlakenTown Budget
Fiscal Year Ending 6/30/2022

	2021-06-10 Approved by Town Council	FY2021 Budget 2/1/21 Amended 7/1/20-6/30/21	FY2021 Budget Updated 4/1/21 Actuals	FY2022 Budget Approved 7/1/21- 6/30/22
174	Total Building Fund Revenue:	\$41,350	\$41,958	\$50,620
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	(\$1,500)	\$0	(\$900)
181	Transfer to Water Revenue Fund - Water Connect Fees	(\$1,500)	\$0	(\$1,500)
182	Transfer to Transportation Reserve Fund - Road Impact Fees	(\$7,500)	\$0	(\$7,500)
183	Total Net Building Fund Transfers:	(\$10,500)	\$0	(\$9,900)
185	Building Fund Expenses			
187	Refunds of Damage Deposits	(\$5,000)	(\$7,500)	(\$10,000)
188	Refunds of Completion Deposits	(\$3,000)	(\$3,000)	(\$6,000)
188a	Plan Review & Inspections (Town Engineer)	(\$18,000)	(\$14,029)	(\$18,000)
188b	Additional Contractual Services (Town Engineer)	(\$1,000)	(\$791)	(\$1,000)
188c	Plan Review by Planning Commission	(\$750)	(\$125)	(\$450)
189	Total Building Fund Expenses:	(\$27,750)	(\$25,445)	(\$35,450)
191	Increase/Decrease in Building Fund Balance	\$3,100	\$16,513	\$5,270

194

195	Fiscal Year Net Increase/Decrease for all Funds			
197	Fund Name	FY2021 Budget 2/1/21 Amended 7/1/20-6/30/21	FY2021 Budget Updated 4/1/21	FY2022 Budget Proposal 7/1/21- 6/30/22
199	General Fund (checking)	\$2,622	\$21,521	(\$29,909)
200	Transportation Reserve Fund (savings)	(\$63,872)	(\$49,929)	(\$22,792)
201	Water Revenue Fund (checking)	\$21,447	\$100,461	(\$12,507)
202	Water Bond Sinking Fund (money market)	\$400	(\$78,210)	\$100
203	Water Reserve Fund (savings)	(\$58,300)	\$814	(\$29,850)
204	Building Fund (checking)	\$3,100	\$16,513	\$5,270
205	Total Fiscal Year Increase/Decrease	(\$94,603)	\$11,170	(\$89,688)
207	Fiscal Year Revenue, Transfers, Expenses, Net Increase/Decrease			
209		FY2021 Budget 6/30/21	FY2021 Budget 6/30/21	FY2022 Budget 6/30/22
210				
211	Budget Category	Amended	Updated 4/1/21	Proposed
212	Revenues	\$457,293	\$413,493	\$396,078
213	Net Transfers between funds	\$0	\$0	\$0
214	Expenses	(\$551,896)	(\$402,323)	(\$485,766)
215	Ending Increase/Decrease	(\$94,603)	\$11,170	(\$89,688)
217	Account Year-End Balances			

InterlakenTown Budget
Fiscal Year Ending 6/30/2022

	2021-06-10 Approved by Town Council		FY2021 Budget 2/1/21 Amended 7/1/20-6/30/21	FY2021 Budget Updated 4/1/21 Actuals	FY2022 Budget Approved 7/1/21- 6/30/22
218			FY2021 Budget 6/30/21	FY2021 Budget 6/30/21	FY2022 Budget 6/30/22
219					
220		Fund Name	Amended	Updated 4/1/21	Proposed
221		General Fund (checking) *2681	\$ 91,142	\$ 110,041	\$ 58,611
222		Transportation Reserve Fund (savings) *4574	\$ 172,017	\$ 185,960	\$ 213,097
223		Water Revenue Fund (checking) *1520	\$ 76,797	\$ 155,811	\$ 42,843
224		Water Bond Sinking Fund (money market) *1058	\$ 160,357	\$ 81,748	\$ 160,057
225		Water Reserve Fund (savings) *1330	\$ 180,400	\$ 239,513	\$ 208,850
226		Building Fund (checking) *1678	\$ 55,555	\$ 68,968	\$ 57,725
227		Total of Ending Balances	\$ 736,268	\$ 842,040	\$ 741,183

INTERLAKEN TOWN

Declaration of Candidacy

STATE OF UTAH)

ss

COUNTY OF WASATCH)

I, Gregory Harrigen, being first duly sworn, say that I reside at
(Print name exactly as it is to appear on the ballot)

274 Interlaken Dr, Street, Midway, County of Wasatch, State of Utah,

Zip Code 84049, Telephone Number 435 714-0909, Email Address

greg@parkcityrealestateguide.com; that I am a registered voter; and that I am a
candidate for the office of mayor for a term of 4 years. I meet the legal

qualifications required of candidates for this office. I will file all campaign financial disclosure reports as required

by law and I understand that failure to do so will result in my disqualification as a candidate for this office and

removal of my name from the ballot. I request that my name be printed upon the applicable official ballots.

(Candidate Signature)

SUBSCRIBED AND SWORN to before me by

Bart Smith, on this 1st day of June, 2021.

Clerk/or other Officer Qualified to Administer Oath

NOTE: The qualifications to be a candidate are:

- (1) Be a United States citizen at time of filing.
- (2) Be a registered voter of the municipality.
- (3) Be a resident of the municipality or a resident of a recently annexed area for 12 consecutive months immediately preceding the date of the election.
- (4) In accordance with Utah Constitution Article IV, Section 6, any mentally incompetent person, any person convicted of a felony, or any person convicted of treason or a crime against the elective franchise may not hold office in this state until the right to hold elective office is restored under Section 20A-2-101.5.



INTERLAKEN TOWN

Declaration of Candidacy

STATE OF UTAH)

:SS

COUNTY OF WASATCH)

I, Susan O'Nan, being first duly sworn, say that I reside at
(Print name exactly as it is to appear on the ballot)

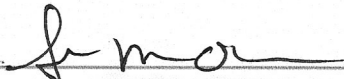
333 Jungfrau Hill Street, Midway, County of Wasatch, State of Utah,
Zip Code 84049, Telephone Number 435 671 1570, Email Address

smonan333@gmail.com; that I am a registered voter; and that I am a
candidate for the office of Town Council for a term of 4 years. I meet the legal

qualifications required of candidates for this office. I will file all campaign financial disclosure reports as required

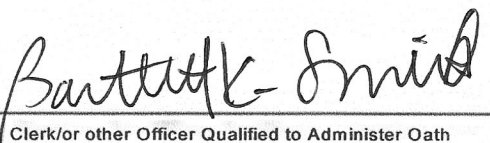
by law and I understand that failure to do so will result in my disqualification as a candidate for this office and

removal of my name from the ballot. I request that my name be printed upon the applicable official ballots.


(Candidate Signature)

SUBSCRIBED AND SWORN to before me by

Bart Smith, on this 1st day of June, 2021


Clerk/or other Officer Qualified to Administer Oath

NOTE: The qualifications to be a candidate are:

- (1) Be a United States citizen at time of filing.
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- (4) In accordance with Utah Constitution Article IV, Section 6, any mentally incompetent person, any person convicted of a felony, or any person convicted of treason or a crime against the elective franchise may not hold office in this state until the right to hold elective office is restored under Section 20A-2-101.5.

EXHIBIT B

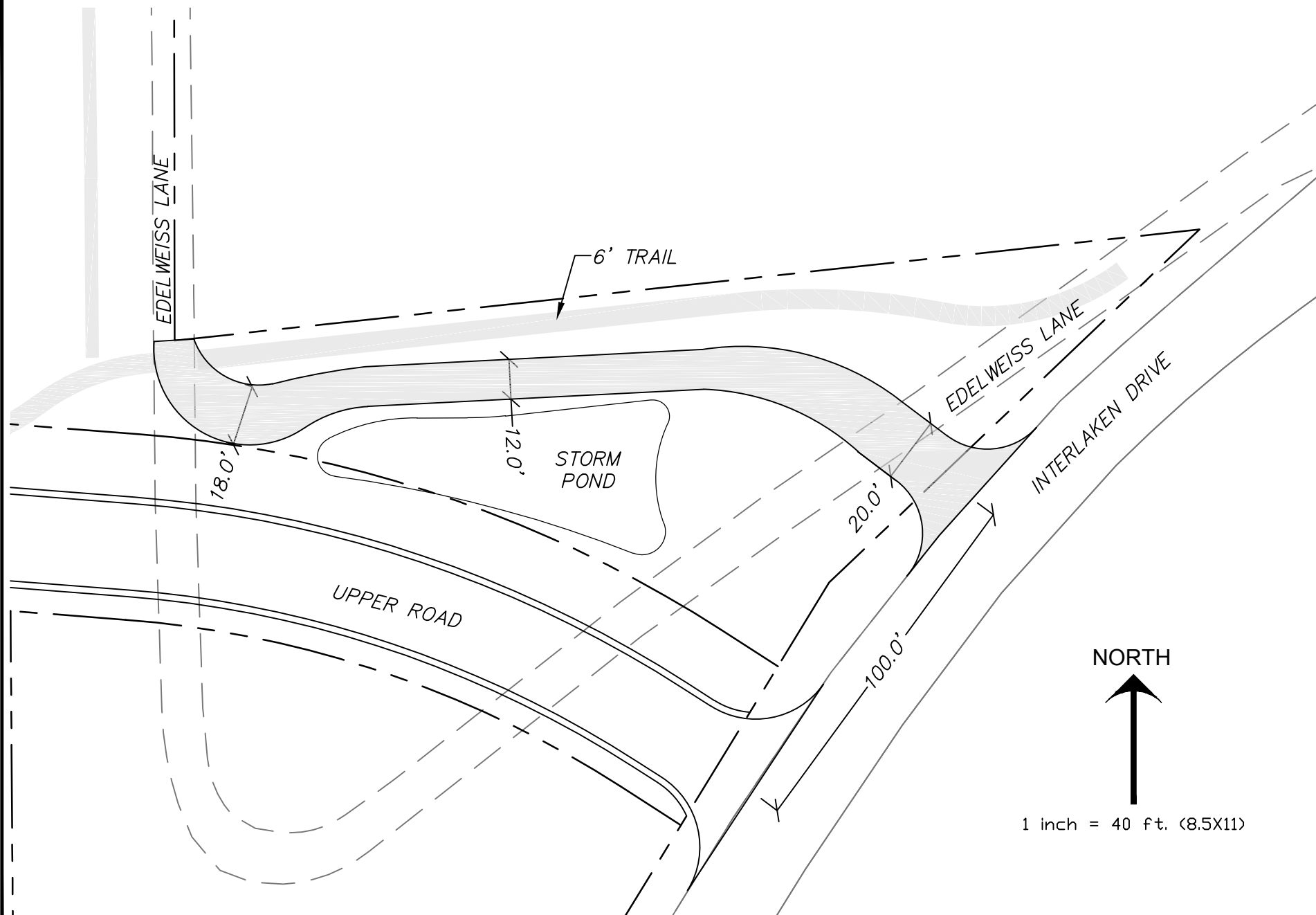
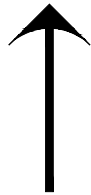


EXHIBIT A

NORTH



1 inch = 50 ft. (8.5X11)

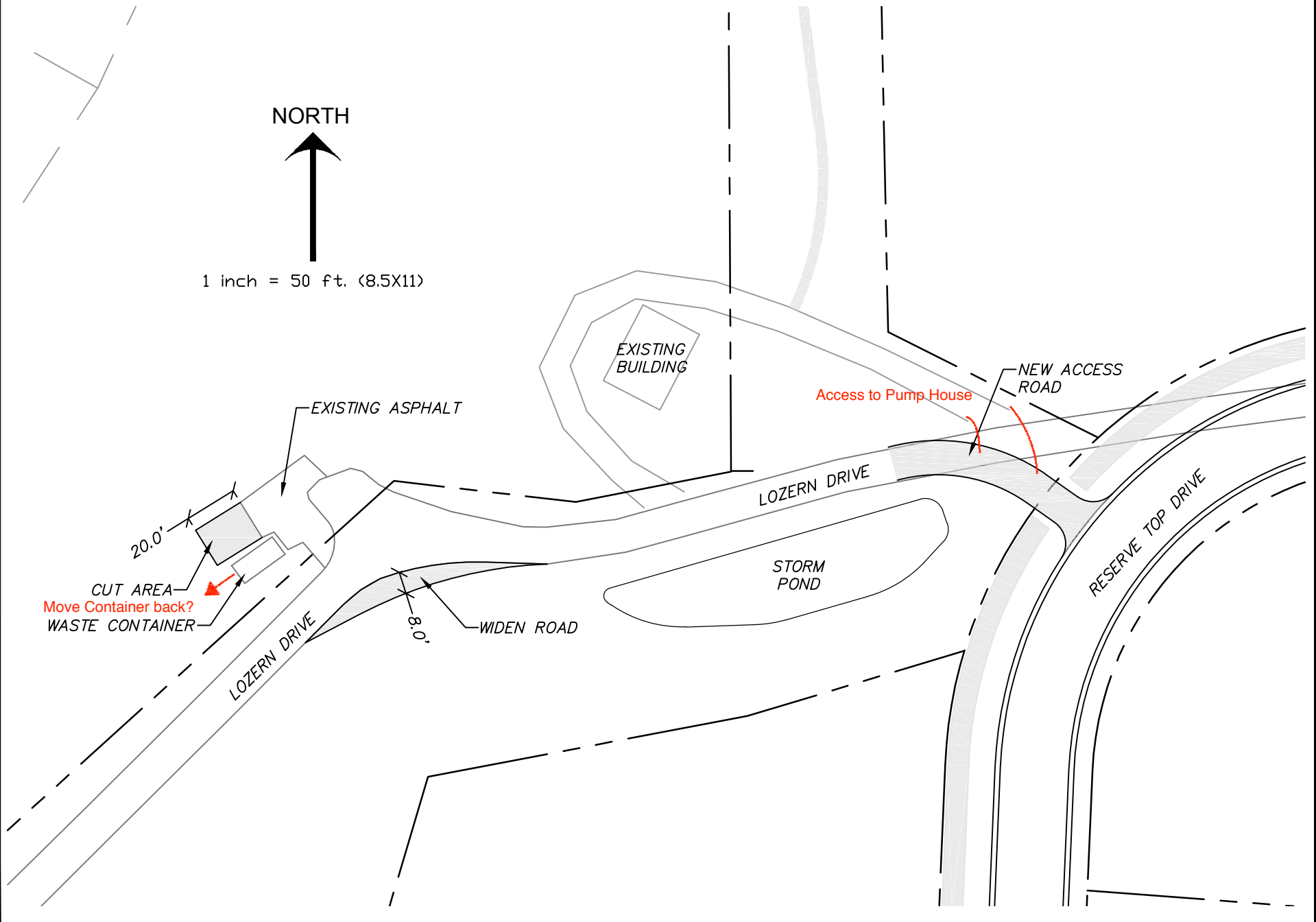
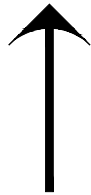
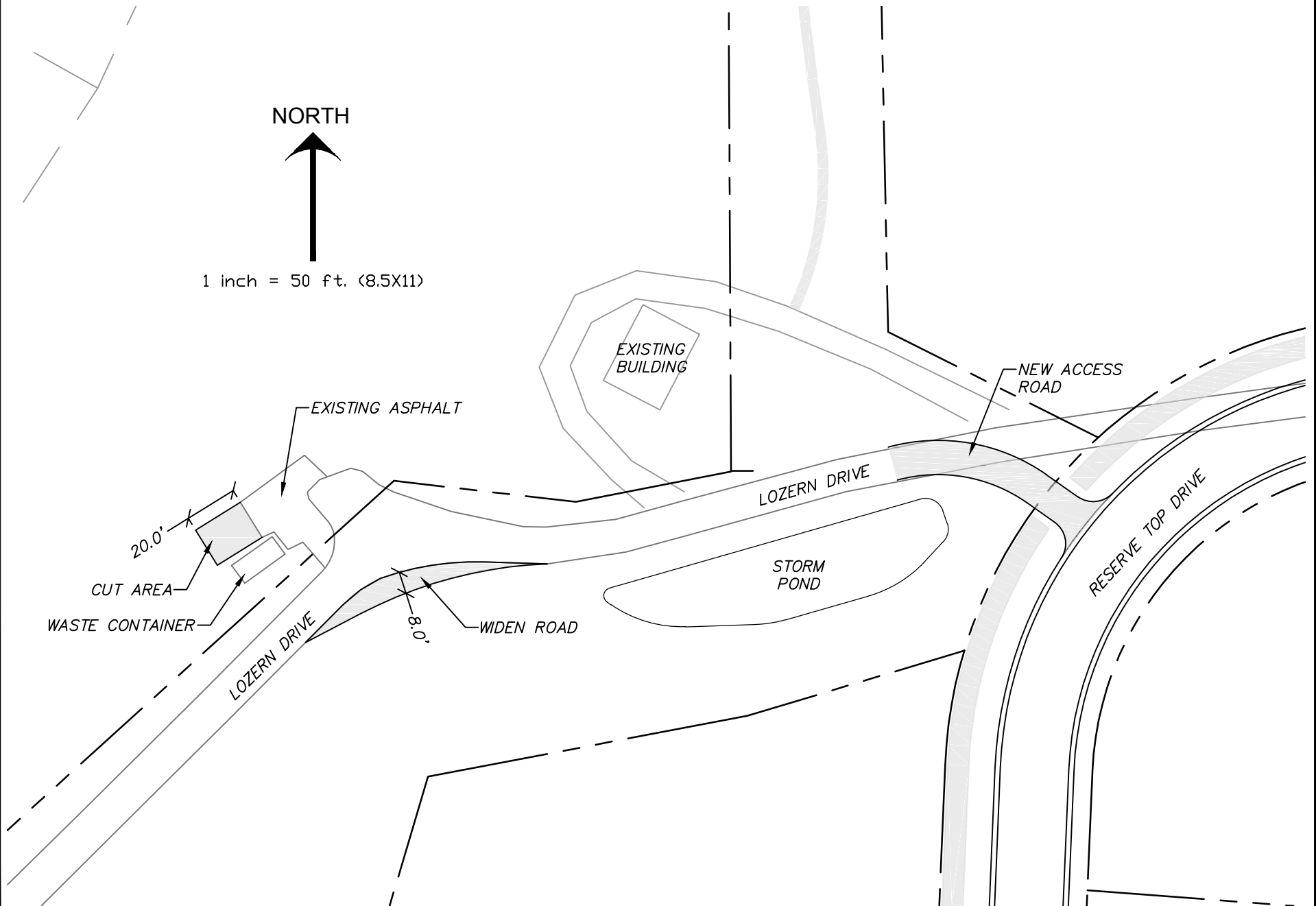


EXHIBIT A

NORTH



1 inch = 50 ft. (8.5X11)



TRASH DISPOSAL CONSTRUCTION AND EDELWEISS LANE AGREEMENT

This TRASH DISPOSAL CONSTRUCTION AND EDELWEISS LANE AGREEMENT (the “**Agreement**”) is entered into as of _____, 2021, by and between MIDWAY VISTAS DEVELOPMENT, INC., a Utah corporation (“**Owner**”), MVWATTS, LLC, a Utah limited liability company, (“**Developer**”) and INTERLAKEN TOWN, a political subdivision of the State of Utah (the “**Town**”). Owner, Developer, and the Town are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Owner owns certain real property (the “**Property**”) located within the boundaries of Midway, Utah. Owner intends to transfer and convey the Property to the Developer, and Developer intends to develop the Property into a single family subdivision known as The Reserve at Midway (the “**Development**”). The Town encompasses approximately 142 acres (the “**Town Property**”) and adjoins the Property to the north.

B. Developer has agreed to construct an access road (“**Access Road**”) from Luzern Road to the private roads located in the Development constructed of asphalt as more particularly described in that certain Development Access and Road Maintenance Agreement Zenger Land Development dated October 31, 2020. As part of the Access Road construction Developer agrees to widen Luzern Road and perform certain construction activities as it relates to the Town’s trash disposal area (the “**Trash Disposal Area**”) as described below and more particularly indicated in **Exhibit A**.

C. The Town will be responsible for improving and completing certain aspects of the Trash Disposal Area and maintaining the Trash Disposal Area as described herein. The Town will work with Developer to ensure that the construction and widening of Luzern Road and the Trash Disposal Area is congruent with **Exhibit A** attached hereto and incorporated herein by reference.

D. Developer has realigned Edelweiss Lane in connection with the construction of the Development. The Parties agree that Developer shall further adjust Edelweiss Lane in accordance with **Exhibit B** attached hereto and incorporated herein by reference and costs shall be borne as indicated below.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the sum of Ten Dollars, the receipt of which is hereby acknowledged by Owner and Developer, the Parties agree as follows:

1. Construction of the Trash Disposal Area.

a. Road Expansion. Developer shall, at its sole cost and expense, widen Luzern Road approximately six (6) to eight (8) feet (the “**Expansion**”) as shown on **Exhibit A** attached hereto for ease of access to the Trash Disposal Area by the Town. For the avoidance of doubt, Developer shall not remove or replace any existing power poles, communication poles or the like during the Expansion. The Town shall, at its sole cost and expense, plan and permit the Expansion and shall be responsible for paving the Expansion area.

b. Grading and Haul-Off. Developer agrees, in addition to constructing the Expansion, to cut the area immediately west of the Trash Disposal Area by approximately twenty (20) feet (“**New Area**”) as indicated on **Exhibit A** and remove any and all existing dirt and haul off same at Developer’s sole cost and expense. In addition, Developer agrees to grade and compact the New Area to ensure New Area is graded consistent with the current level of the existing asphalt including any slope needed for proper drainage such that the Town can, at its sole cost and expense, pour the necessary asphalt to finish the New Area. For the avoidance of doubt, the Town agrees that it shall be solely responsible for the sole cost and expense of any permitting in addition to the asphalt for the New Area and any relocation of the dumpsters in the Trash Disposal Area. The Town shall allow the Developer’s contractors,

employees, or affiliates to enter upon and access the Trash Disposal Area to perform the improvements to the same.

c. Materials for Construction of Trash Disposal Area and New Area. Developer agrees to reasonably cooperate with the Town to endeavor to obtain (at the Town's sole cost) discounts or bulk pricing benefits for materials and related construction services, for the Trash Disposal Area and New Area, from Developer's existing suppliers and subcontractors in connection with the Developer's Development including asphalt and other necessary construction materials.

2. Edelweiss Lane. Developer agrees to further widen Edelweiss Lane and realign the existing trail (collectively, the "**Realignment**") as detailed in **Exhibit B** attached hereto at Developer's sole cost and expense. Once the Realignment is complete the Town agrees, utilizing Developer's discounts or bulk pricing benefits as detailed above, to pave Edelweiss Lane at its sole cost and expense.

3. Maintenance and Repair

a. Trash Disposal Area. The Town shall be solely responsible, at all times, to maintain the Trash Disposal Area in good condition, and to conduct all maintenance and repair activities as may be necessary and consistent with first class standards, Midway City regulations and/or local standards. The maintenance and repair of the Trash Disposal Area includes, but is not limited to, (i) maintaining, repairing, and replacing, when necessary, the surface of the roadway and asphalt areas of the Trash Disposal Area and New Area, in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitutes as shall be equal in quality, use and durability, (ii) snow removal, (iii) and keeping the Trash Disposal Area free of debris, filth, refuse and odors (other than the waste properly deposited in the dumpsters) so that the Trash Disposal Area is kept reasonably neat, clean, safe and orderly.

4. Reasonable Use of the Trash Disposal Area and Easements.

a. Dumpsters at Trash Disposal Area; Maintenance and Repair. All waste deposited at the Trash Disposal Area must be deposited in the dumpster(s) that will be located at the Trash Disposal Area. The dumpster(s) shall be regularly emptied, cleaned, maintained, repaired, and replaced by the Town at its sole cost and expense, in accordance with Midway City regulations and/or local standards.

b. The Trash Disposal Area herein shall be used and enjoyed by the Town in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of Developer at any time conducted on the Development including, without limitation, public access to and from the Development, and the receipt or delivery of materials, supplies, merchandise and the like in connection therewith.

c. Once commenced, any construction, maintenance, repair or replacement undertaken in connection with this Agreement shall be diligently prosecuted by the Town to completion. The Town performing any such construction, maintenance, repair or replacement shall have the obligation, at its own expense, to promptly restore the Trash Disposal Area and any other parts of the Development to the same condition as was present prior to such construction, maintenance, repair or replacement.

5. Failure of the Town to Perform Duties. If the Town fails to properly coordinate the maintenance and repair of the Trash Disposal Area as required by this Agreement, Developer may provide the Town written notice of the claimed maintenance or repair failure, and the Town shall have sixty (60) days following the receipt of such written notice to cure such failure. If the Town does not cure the maintenance or repair failure within the sixty (60) day period, or if such failure is not curable within the sixty (60) day period and the Town has not begun to cure such failure within the sixty (60) day period (or having begun such cure, fails to diligently continue such cure to completion), Developer may, but shall not be required to, cure the maintenance or repair failure, and the Town shall promptly reimburse Developer for Developer's expense in curing such failure on behalf of the Town. If any such reimbursement is not paid in full within sixty (60) days after written notice, the unpaid amount shall bear interest at the rate of fifteen percent (15%) per annum, from the date of the Town's receipt of the written notice until the date such amount is paid in full.

6. Insurance. The Town shall maintain, at its own expense, a policy of comprehensive public liability insurance relating to its use and occupancy of the Trash Disposal Area. Such liability insurance shall (i) be in an amount of at least \$1,000,000 per occurrence / \$2,000,000 aggregate; (ii) include Developer and Owner as additional insured parties; (iii) provide that the insurer shall notify all named insured parties, in writing, at least fifteen (15) days prior to the cancellation or reduction of coverage of the policy; and (iv) be procured with an insurer licensed to do business in the State of Utah. Upon request, the Town shall provide a certificate to the other Parties evidencing that such coverage has been maintained and is in full force and effect.

7. Hazardous Waste Prohibition. The Town shall be strictly prohibited from dumping any Hazardous Waste in the dumpsters or otherwise on the Trash Disposal Area. For the purposes of this Agreement, the term “**Hazardous Waste**” means any of the following: (1) petroleum, crude oil, or any fraction of petroleum or crude oil; or (2) any substance defined as a hazardous substance, hazardous material, hazardous waste, chemical substance, toxic substance or toxic waste in (i) CERCLA, (ii) the Hazardous Materials Transportation Act, as amended, 39 U.S.C. Section 1801 et seq., (iii) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., (iv) the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., (v) any similar applicable state or local law, or (vi) any regulation adopted or publication promulgated pursuant to any such law.

8. Indemnification. The Town agrees to indemnify and hold Owner and Developer harmless from and against all claims, liabilities, damages, penalties, costs, demands and expenses (including reasonable attorneys’ fees and legal costs) relating to the breach of this Agreement or to accidents, injuries, loss or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of the Town, its contractors, employees, agents or others acting on behalf of the Town.

9. Assignment. Owner and Developer may assign any interests under this Agreement to any other entity or person without the consent of the Town. Without limiting the generality of the foregoing, Developer may assign its rights, title and interest to a homeowners association anticipated to be formed in connection with the Development. The Town shall not assign any interests under this Agreement to any other person or entity without the prior written consent of the Owner or Developer. Although every current and future owner of any fee, leasehold or other interest in the Town Property is an intended beneficiary of this Agreement, no such owner may assign any interests under this Agreement to any other person or entity without the prior written consent of the Town, Owner, and Developer.

10. Remedies and Enforcement. In the event of a default or threatened default by any Party hereto of any of the terms, covenants, conditions or restrictions hereof, the non-defaulting parties shall be entitled forthwith to full and adequate relief by injunction, and by all other available legal and equitable remedies, from the consequences of such breach, including, without limitation, payment of any amounts due and specific performance. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity. Notwithstanding the foregoing to the contrary, no default hereunder shall entitle either Party to cancel, rescind, or otherwise terminate this Agreement. The Town, or its successor or assignee, shall have the authority to enforce this Agreement on behalf of every current and future owner of any fee, leasehold or other interest in the Town Property.

11. Miscellaneous.

a. Non-Waiver. Failure of either Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

b. Entire Agreement. This Agreement is the entire agreement between the Parties hereto with respect to the Trash Disposal Area and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

c. Applicable Law. This Agreement is entered into in Wasatch County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah’s choice of law rules.

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

If to the Town:

Interlaken Town Clerk
P.O. Box 1256
Midway, UT 84049
Email: InterlakenClerk@gmail.com

If to Developer:

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

If to Owner:

Midway Vistas Development, Inc.
3805 Forestglen Drive
La Crescenta, CA 91214
Email: Kirk.Malmrose@gmail.com

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

e. Attorneys' Fees. In the event a Party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

f. Amendment. The Parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of the Parties, evidenced by a document that has been fully executed and acknowledged by all of the Parties, or their respective successors or assignees. The Town, or its successor or assignee, shall have the authority to amend this Agreement on behalf of every current and future owner of any fee, leasehold or other interest in the Town Property.

g. No Agency, Partnership or Joint Venture. Nothing in this Agreement shall be deemed or construed by any person to create the relationship of principal and agent, or of limited or general partners, or of joint venturers, or of any other association between any of the Parties.

h. Covenants to Run with Land. It is intended that each of the covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of all of the Town Property, and shall bind every person having any fee, leasehold or other interest therein, and shall inure to the benefit of every person having any fee, leasehold or other interest therein and of the Parties and their respective successors, assigns, heirs, and personal representatives.

i. Severability. Each provision of this Agreement and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the Parties agree to promptly cause such legal description to be prepared. Ownership of all of the Property by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

j. Incorporation of Recitals and Exhibits. The above Recitals and Exhibits attached hereto and referenced herein are hereby incorporated into this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Trash Disposal Construction and Edelweiss Lane Area Agreement as of _____, 2021.

“OWNER”

Midway Vistas Development, Inc., a Utah corporation

Signature: _____

Name: _____

Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 2021, personally appeared before me _____, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said corporation for its stated purpose.

Notary Public

“DEVELOPER”

MVWatts, LLC, a Utah limited liability company

By: W&W Midway, LLC, a Utah limited liability company

Its: Manager

By: _____
Russell K. Watts, Manager

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 2021, personally appeared before me _____, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said limited liability company for its stated purpose.

Notary Public

“TOWN”

Interlaken Town,
A political subdivision of the State of Utah

Signature: _____

Name: _____

Its: Mayor

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 2021, personally appeared before me _____,
the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf
of said limited liability company for its stated purpose.

Notary Public

EXHIBIT A
TRASH DISPOSAL AREA CONSTRUCTION

EXHIBIT B
EDELWEISS REALIGNMENT

Snell & Wilmer

15 WEST SOUTH TEMPLE
SUITE 1200
GATEWAY TOWER WEST
SALT LAKE CITY, UT 84101
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May 7, 2021

VIA E-MAIL

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

Re: Public Hearing Request for Proposed Text Amendment to Sections 5.03.040 and 5.03.050 of the Town of Interlaken's Municipal Code

Dear Town Council Members:

This firm represents Carol Beebe, who is a resident of Interlaken. I write on Ms. Beebe's behalf to propose a text amendment to Title 5 of Interlaken's Town Code, which relates to Animal Control. Pursuant to Town Code Subsection 2.02.010F, I respectfully request that the Town Council include this proposed text amendment as an agenda item at its next public meeting.

I have attached a redline that highlights proposed changes to Sections 5.03.040 and 5.03.050 of the Town Code. To summarize, I propose the following changes: (1) increasing the amount of time a dog must bark before it is deemed a public nuisance from 5 minutes to 10 minutes; (2) increasing the amount of time a dog must bark at night before it is deemed a public nuisance from 1 minute to 5 minutes; and (3) requiring at least two substantiated complaints to be filed before a citation may be issued to a dog's owner.

The basis for this request is simple; when compared to neighboring towns and counties, Interlaken's Town Code is more strict for dog owners and less strict on complaining parties. For example, in Interlaken a dog barking continuously for five minutes is considered a nuisance, but in Wasatch County¹, Midway², Heber³, and Summit County⁴, barking must continue for at least ten minutes before it constitutes a nuisance. Moreover, in Interlaken a dog barking for one minute

¹ Wasatch County Code § 8.03.05(D).

² Midway City Code § 6.03.050(D).

³ Heber City Code § 6.18.050(D).

⁴ Summit County Code § 5-1-14(C).

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between the hours of 10:00 PM and 7:00 AM is a nuisance. None of Interlaken's neighbors have a similar requirement.

Summit County has managed dog barking complaints by requiring the complaining party to submit a "bark log" that documents when barking in violation of the County Code occurred.⁵ This approach helps to avoid complaints that are unsubstantiated, frivolous, or intended to harass a dog's owner. It also helps to manage officers' time by deferring their involvement until a substantiated claim has been presented. Because of these benefits, the redline proposes adding a similar requirement to Interlaken's Town Code.

In short, I request that the Town Council adopt the proposed amendments so that Interlaken's animal control ordinance is similar to neighboring jurisdictions. Please do not hesitate to contact me with any questions about this proposed text amendment. I look forward to discussing the proposed amendment with you at one of the Town Council's public meetings.

Very truly yours,

Snell & Wilmer



Graham J. Gilbert

GJG

Attachment

cc: Mayor Greg Harrigan (interlaken.mayor@gmail.com)
Council Member Marge Bowen (marge_bowen@msn.com)
Chuck O' Nan (conan@promontoryclub.com)
Council Member Justin Hibbard (justinrhubbard@gmail.com)
Sue O' Nan (smonan333@gmail.com)

4842-2300-7205

⁵ Summit County Code § 5-1-14(C)(2)

TOWN OF INTERLAKEN

Municipal Code

TITLE 05 ANIMAL CONTROL

CHAPTER 5.01 DEFINITIONS

CHAPTER 5.02 PENALTY AND ENFORCEMENT

CHAPTER 5.03 GENERAL REGULATIONS RELATING TO ANIMALS

CHAPTER 5.04 REGULATIONS FOR SPECIFIC ANIMALS

CHAPTER 5.05 STANDARDS FOR ANIMAL FACILITIES OR SHELTERS

CHAPTER 5.06 IMPOUNDMENT AUTHORIZED

CHAPTER 5.07 LICENSING AND REGISTRATION

CHAPTER 5.08 VACCINATION

CHAPTER 5.09 RABIES CONTROL

CHAPTER 5.01 DEFINITIONS

A. For the purpose of this Title, the following words and phrases shall, unless defined differently in a particular section, have the meanings respectively ascribed to them:

1. Abandonment. "Abandonment" means placing or leaving an animal in an environment where the animal is separated from basic needs such as food, water, shelter or necessary medical attention, for a period longer than 24 hours. Abandonment includes failure to reclaim an animal 72 hours beyond the time agreed upon with a kennel, grooming service, or similar facility.

Abandonment includes failure to sign relinquishment authorization.

2. Animal. Birds, reptiles, and mammals other than the genus homo sapiens.

3. Animal at Large. An animal is considered to be at large if it is 1) not on property owned or leased by the animal's owner or caretaker, and 2) is not restrained or encased by the owner, caretaker, or designee.

4. Animal Under Restraint. Any animal under immediate physical control of its owner or person having charge, care, custody, or control. A dog shall not be considered under control of the owner unless on a leash or lead, confined within a vehicle, or under the immediate control of

- the owner or caretaker at any time, or within the real property limits of the owner.
5. Bite. An actual puncture, tear, or abrasion of the skin, inflicted by the teeth of an animal.
6. Cat. Any age feline of the domesticated types.
7. Coordinator. The chief Animal Control Officer for Heber Valley Animal Control.
8. County. The unincorporated area of Wasatch County, the governmental body of Wasatch County or designated agents of Wasatch County as the case may be.
9. County Animal Shelter. Lot, premises, or buildings maintained or used by Town of Interlaken, Wasatch County, or any other city within Wasatch County, or combination thereof for the confinement and care of the animals seized under the provisions of this Title.
10. Dangerous Animal. A dangerous animal, i.e. means any animal, including invertebrate species, that would be a hazard to public health and safety should the animal escape. A dangerous animal, i.e. includes those animals meeting the definition of a vicious animal, i.e. as set forth in this Title and constrictor snakes in excess of ten feet in length.
11. Department. Heber Valley Animal Control, as maintained by agreement between Wasatch County, Town of Interlaken and Heber City, the Heber City Police Department, its agents and officers.
12. Dog. A *Canis Familiaris* of either sex, altered, or unaltered, or any other member of the *Canis* genus if owned or kept.
13. Dog License Application-Rabies Certificate Form. The official dog license application form issued by all the entities within Wasatch County.
14. Domesticated Animal. Any animal accustomed to living in or about the habitation of man, including but not limited to cats, dogs, fowl, horses, swine, cattle, sheep, and goats.
15. Exotic Animal. An exotic animal, is any animal whose native habitat is not indigenous to the continental United States, excluding Alaska, except birds, tropical fish, and fur-bearing animals commercially bred for the furrier trade. Constrictor snakes in excess of ten feet in length are defined as dangerous animals.
16. Guard Dog. A working dog which must be kept in a fenced run or other suitable enclosure during business hours, or on leash or under absolute control while working, so it cannot come into contact with the public.
17. Hen. Female domestic chicken.
18. Hobby Breeder. Any person who keeps four, but not more than eight dogs over four

months of age, but who does not maintain a premise for dogs for boarding, grooming or letting for hire for fee. Hobby Breeders are not allowed within the Town of Interlaken .

19. Impounded Animal. Any animal taken into custody by the department as provided in this Title.

20. Kennel. Any lot, building structure, enclosure or premises whereupon or wherein four or more dogs over four months of age are kept or maintained for any purpose, including boarding, breeding, buying, grooming, letting for hire, training for fee or selling. Kennels are not allowed within the Town of Interlaken.

21. Leash. Any rope, leather strap, chain or other material being held in the hand of the person capable of control and actually controlling the animal to which it is tied.

22. Licensed Dog. A dog wearing its current dog license tag as required by this Title.

23. License Tag. A piece of metal or other durable material inscribed with a date and number which has been issued by Wasatch County or other dog licensing agency.

24. Livestock. Livestock means animals kept for husbandry, including but not limited to fowl, ratites, horses, mules, burros, asses, cattle, sheep, goats, llamas, swine and other farm, hoofed domesticated animals, excluding dogs, cats, rabbits, female chickens (hens), and ferrets.

25. Neutered. Having had the testicles removed; a castrated animal.

26. Owner. Any person who is the legal owner, keeper, possessor, or the actual custodian of an animal. Ownership is conclusively established by a person registering as owner on a license or other legal document or being a person claiming ownership and taking possession of an animal.

27. Quarantine. The isolation of an animal under the observation of a licensed veterinarian or in the custody of the animal shelter in a substantial enclosure so that the animal is not subject to contact with other animals or unauthorized persons.

28. Rooster. Male domestic chicken.

29. Spayed. Having had the ovaries and uterus removed or extirpated; an ovariectomy.

30. Stray. An animal that is at large.

31. Vaccinated Dog. A dog inoculated with an approved, currently valid, anti-rabies vaccine, and wearing a current dog license tag indicating proof of such vaccination.

32. Vicious Animal. Any animal:

a. With a known propensity, tendency, or disposition to attack unprovoked, to cause injury to, or to otherwise endanger the safety of humans or other domestic animals; or which is known to

- have attacked or bitten any human or domestic animal at least once before; or
- b. Which attacks or has attacked a human being or other domestic animal without provocation.
- c. Which is trained or used as a fighting animal.
- d. This provision shall not apply to dogs owned or used by government entities.

33. Wild Animals. A wild animal means any animal of a species that in its natural life is usually untamed and undomesticated, including hybrids and animals which, as a result of their natural or wild condition, cannot be vaccinated effectively for rabies. These animals, however domesticated or tamed, shall include, but are not limited to:

- a. Alligators and crocodiles;
- b. Bears (Ursidae); All bears, including grizzly bears, brown bears, black bears, etc.;
- c. Cat Family (Felidae); All except the commonly accepted domesticated cats, and including cheetah, cougar, leopard, lion, lynx, panther, mountain lion, tiger, wildcat, bobcat, etc.;
- d. Dog Family (Canidae); All except domesticated dogs, and including wolf, part wolf, fox, part fox, coyote, part coyote, dingo, etc.;
- e. Porcupine (Erethizontidae);
- f. Primate (Non-human); All subhuman primates;
- g. Raccoon (Prosynnidae); All raccoons, including eastern raccoon, desert raccoon, ring-tailed cat, etc.;
- h. Skunks;
- i. Venomous fish and piranha;
- j. Venomous snakes and lizards;
- k. Weasels (Mustelidae); All, including weasels, martens, wolverines, ferrets, badgers, otters, ermine, mink, mongoose, etc.

CHAPTER 5.02 PENALTY AND ENFORCEMENT

Section 5.02.010 Penalty for Violation of this Chapter

Section 5.02.020 Enforcement Generally

Section 5.02.030 Right of Enforcement

Section 5.02.040 Power and Authority of Animal Control

Section 5.02.050 Exigent Circumstances

Section 5.02.060 Hindering or Obstructing Enforcement

Section 5.02.010 Penalty for Violation of this Chapter

Any person violating any provision of this Title shall be guilty of a class C misdemeanor, unless a different criminal penalty shall be provided for such violation by this Title. All crimes in this Title are strict liability crimes, except where otherwise provided. Nothing in this Title shall prevent or preclude a charge for violation of any applicable section of the Utah Code or other applicable law.

Section 5.02.020 Enforcement Generally

A. Any Heber Valley Animal Control Officer, is authorized to enforce the provisions of this Title. Notwithstanding the authority of the Heber Valley Animal Control Officer, the following officers or individuals shall have authority as specifically authorized in this Section hereafter:

1. All law enforcement officers, including animal control officers, from the Wasatch County Sheriff's Office, Utah Division of Wildlife Resources, Utah Highway Patrol, and Wasatch County Attorney's Office, and Town of Interlaken Enforcement Officer, or any designee of any of these agencies, is authorized to enforce the provisions of this Title on a city wide basis. Such persons may hereafter be referred to as an enforcement officer.

2. The provisions of this Section are in no way intended to preempt or restrict any other procedure authorized by Utah State Law.

Section 5.02.030 Right of Enforcement

In the enforcement of any provision of this Title, any authorized enforcement officer may use any means authorized by State or Federal law to investigate violations hereof and/or to take possession of any animal in violation of this Title.

Section 5.02.040 Power and Authority of Animal Control Officer

In the performance of their duties, animal control officers are hereby vested with the power and authority to issue citations to enforce the provisions of this Chapter.

Section 5.02.050 Exigent Circumstances

Any enforcement officers or any peace officer may, without the aid of a warrant, enter privately owned property when exigent circumstances exist. This includes, but is not limited to, investigation of a report of vicious animals, rabies, contagious animal diseases, and the like. This Section is not intended to preclude entry for any other reason or circumstances authorized by State or Federal laws.

Section 5.02.060 Hindering or Obstructing Enforcement

It shall be unlawful for any person to interfere with, molest, hinder, or prevent the animal control officer from discharging his duties Any person who shall hinder, delay, interfere with, or obstruct the animal control officer while engaging in capturing, securing or taking to the Heber Valley Animal Control Shelter any animal or animals to be impounded, or who shall break open or in any manner directly or indirectly aid, counsel, or advise the breaking open of any animal shelter or ambulance, wagon or other vehicle used for the collecting or conveying of any animals to the shelter shall be deemed guilty of a class C misdemeanor.

CHAPTER 5.03 REGULATIONS RELATING TO ANIMALS

Section 5.03.010 Conditions of Animal Ownership

Section 5.03.020 Animals Prohibited or Restricted in Designated Areas

Section 5.03.030 Wild, Dangerous or Exotic Animals

Section 5.03.040 Public Nuisance

Section 5.03.050 Animals Defined as a Public Nuisance

Section 5.03.060 Officers to Determine Offensive or Dangerous Animals are a Nuisance

Section 5.03.070 Officers May Determine Animals to be a Nuisance by Number

Section 5.03.080 Vicious Animals

Section 5.03.090 Allowing Aggressive, Dangerous, or Vicious Animals to go at Large

Section 5.03.100 Judicially Excluded Animals

Section 5.03.110 Cruelty to Animals Section 5.03.120 Affirmative Defense

Section 5.03.130 Officers' Authority to Take Possession of Animals—Lien for Care

Section 5.03.140 Number of Animals

Section 5.03.150 Injuries and Communicable Diseases

Section 5.03.010 Conditions of Animal Ownership

In addition to all other provisions of this Title, all animal owners or keepers shall comply with the following conditions of animal ownership:

- A. Animals shall be restrained or confined as required by law.
- B. Animals shall be humanely treated at all times.
- C. Vaccinations, licenses, and permits shall be obtained as required by law.
- D. Animals and animal premises shall not be permitted to disturb the peace or constitute a public nuisance or hazard, except that livestock shall be excluded under this Section.
- E. Animals shall be sufficiently cared for such that they are not abandoned under the definition of abandonment in this Title.
- F. Animal owners and keepers shall comply with all portions of this Section. Failure to do so constitutes a class C misdemeanor for each day of violation.

Section 5.03.030 Wild, Dangerous or Exotic Animals

The following provisions apply for Wild, Dangerous or Exotic Animals:

A. It is unlawful for any person to sell, offer for sale, barter, give away, keep, own, harbor, or purchase any wild, dangerous, or exotic animal. This does not apply to government agencies or otherwise as provided for by state or federal regulations and/or state or federal licenses. The keeping of any wild animal that existed prior to the effective date of this Title may be continued, except that if it is discontinued for one year or more it shall then be deemed abandoned and any future keeping of wild animals shall be in conformity with this Title.

Section 5.03.040 Public Nuisance

A. The introduction, possession, or maintenance of any animal or the allowing of any animal to be in contravention of this Title is, in addition to being a misdemeanor, hereby declared to be a public nuisance. Authorized enforcement officers and public health officers are hereby authorized, directed, and empowered to summarily abate any such public nuisance by any means reasonably necessary, including but not limited to the destruction of the animal or animals involved. ~~It is a class C misdemeanor to own, possess, harbor, care for, or maintain any animal that is a public nuisance. Each day shall be a separate violation.~~

B. If an officer authorized to enforce this Title does not personally hear a violation under Subsections 5.03.050(D)(1)-(3), he shall not issue a Class C misdemeanor without first complying with the procedures set forth in this subsection.

1. Residents who have been disturbed by a barking dog may file a complaint with the Town of Interlaken that includes the following information: (a) the complainant's name, address, and telephone number; (b) a barking log that describes the date, time, place, and duration of the barking that occurred in violation of Subsection 5.03.050(D)(1), (2), or (3); and, if known, a description of the dog, the name of the dog's owner, and the owner's address and telephone number.

2. After receiving a complaint that complies with the requirements of this subsection, an officer authorized to enforce this Title shall evaluate whether the complaint complies with the requirements of this Section and establishes a violation of Subsection 5.03.050(D)(1), (2), or (3).

3. An officer authorized to enforce this Title may issue a Class C misdemeanor to the owner of a dog that behaved in violation of Subsections 5.03.050(D)(1), (2), or (3) if the officer has received two or more valid complaints filed pursuant to this Section.

Section 5.03.050 Animals Defined as a Public Nuisance

Any non-livestock animal that does any of the following, shall be deemed a public nuisance:

- A. Causes damage to the property of anyone other than its owner or custodian;
- B. Is a vicious animal as defined in this Title and kept in a manner contrary to this Title;
- C. Defecates on any public street, or on any private property without the consent of the owner of such private property, or if the owner or custodian of such animal shall immediately remove any such defecation to a proper trash receptacle. Unsighted persons while relying on a guide dog shall be exempt from this Section;

D. ~~Barks~~ If attested to by more than one valid complaint prepared in accordance with subsection 5.03.040(B) of this chapter,

1. A dog continuously barks, whines, or howls, or makes other disturbing noises in an excessive, continuous for 10 minutes or longer;

~~D. 2. If, a dog left outside at night between the hours of 10:00PM and 7:00AM continuously barks, whines, howls, or untimely fashion. Continuous barking makes other disturbing noises for five minutes or longer shall be deemed excessive;; or~~

~~E. 3. If a dog barks repeatedly with no threat or cause for alarm, for example in response to normal vehicular traffic, pedestrian travel, or wildlife, and this noise can be heard from neighboring property, the owner may be cited for public nuisance. If the barking behavior is consistent and repetitive, this would constitute a public nuisance. If the barking is a result of~~
Provided, however, that if a dog's repeated barking results from an intruder in the home, an emergency in the vicinity of the home, or an outsider trespassing on the owner's property, it would the barking shall not be considered constitute a public nuisance. Barking shall be deemed to occur repeatedly if the cumulative duration of noise from intermittent barking exceeds 60

minutes during any 24 hour period;

~~F. — Any dog left outside at night between the hours of 10:00PM and 7:00AM who barks, whines, or howls, or makes other disturbing noises for one minute or longer shall be considered a public nuisance. Additional fines or penalties may be invoked for such a disturbance;~~

~~G.E.~~ Molests passers by, by threatening, nipping, chasing, jumping upon, lunging at fences, acting aggressively, etc.;

~~H.F.~~ Attacks domestic animals;

~~I.G.~~ Otherwise acts so as to constitute a nuisance or public nuisance under the provisions of the Utah Code;

~~J.H.~~ Is repeatedly found at large;

~~K.I.~~ Chases vehicles;

~~L.J.~~ Chases or harasses wildlife;

~~M.K.~~ Is offensive or dangerous to the public health, safety, or welfare by virtue of the number and/or types of animals kept or harbored;

~~N.L.~~ Attacks people or other animals, whether or not such attack results in actual physical harm to the person or animal to whom or at which the attack is directed;

~~O.M.~~ Has been found by a court or by any other commission or board lawfully established under Utah law, to be a public nuisance under any other provision(s) of Utah Law;

~~P.N.~~ Cannot be restrained by normal restraints, such as standard leashes, standard chains, or muzzles;

~~Q.O.~~ Cannot be effectively controlled by its owner or handler;

~~R.P.~~ Otherwise violates any provision of this Title.

Section 5.03.060 Officers to Determine Offensive or Dangerous Animals are a Nuisance

An animal is a nuisance if it is determined by an officer authorized to enforce this Title to be a nuisance by virtue of being offensive or dangerous to the public health, welfare, or safety.

Section 5.03.070 Officers May Determine Animals to be a Nuisance by Number

Any animals, which, by virtue of the number maintained, are determined by an officer authorized

to enforce this Title to be offensive or dangerous to the public health, welfare or safety, are nuisances.

Section 5.03.080 Vicious Animals

An animal shall be considered vicious if such an animal:

A. Bites a person on two or more occasions or on the first bite causes serious bodily injury. Serious bodily injury is defined as an injury that involves a substantial risk of death, unconsciousness, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty; or

1. Has attacked domestic animals on two or more occasions; or
2. Has bitten a human on the neck or stomach.

B. It is a class C misdemeanor to own, possess, care for, harbor or maintain a vicious animal. Each day shall be a separate violation. An enforcement officer upon probable cause that a violation of this Title has occurred may require the owner or custodian of a vicious animal to deliver possession of the animal to an animal control officer. If after demand, the owner or custodian fails or refuses to deliver possession of the animal to an animal control officer, an officer may request an order from a court of competent jurisdiction requiring the owner or custodian to deliver possession of the animal to an animal control officer.

C. Vicious Animals May be Impounded. An enforcement officer may summarily impound a vicious animal which is at large or which is an immediate danger to humans or domesticated animals.

D. Owner of a Vicious Animal May Contest Impoundment in Court. The owner or custodian of an animal impounded other than by a court order may contest the impounding by filing a notice with the proper court and serving the same on the animal shelter within five days after the impounding.

Section 5.03.090 Allowing Aggressive, Dangerous, or Vicious Animals to go at Large

Definitions (as used in this Section):

A. Attack. A threat to do physical harm causing a present fear of immediate harm, and it need not include actual physical contact.

1. Dangerous Dog. (1) Any dog with a known propensity, tendency or disposition to cause injury to, or otherwise endanger the safety of humans or domestic animals; or (2) any dog which attacks a human being or domestic animal without provocation.

2. Owner. Any person or legal entity having a possessors property right in a dog or who harbors, cares for, exercises control over, or knowingly permits any animal to remain on premises occupied by them.

3. A dangerous dog is “unconfined” if such dog is not securely confined indoors or confined in a securely enclosed and locked pen or structure upon the premises of the owner of the dog. Such pen or structure must have secure sides and a secure top. If the pen or structure has no bottom secured to the sides, the sides must be embedded into the ground no less than two feet.

B. Any owner or keeper of a vicious animal, knowing its propensities, who willfully allows it to go at large or who keeps it without ordinary care, is strictly liable for a class C misdemeanor and is strictly liable for any damages or injury caused, if the animal while at large, or while not kept with ordinary care, causes injury to another animal, to any human being or to property.

C. The owner of an aggressive, dangerous, or vicious dog shall not suffer or permit such dog to go unconfined.

D. The owner of an aggressive, dangerous, or vicious dog shall not suffer or permit such dog to go beyond the premises of such person unless such dog is securely leashed and muzzled or otherwise securely restrained and muzzled.

E. Aggressive Animal at Large. An animal will be considered aggressive if, while at large, the animal chases, worries, or threatens a person in any way that would cause a reasonable person to

be fearful. Complaining parties must be forthcoming with their testimony including the signing of a witness statement or citation or providing sworn testimony. Nevertheless, an Animal Control Officer may make the determination based on the Animal Control Officer's own observations or on the previous history of the animal.

F. Dangerous Animal at Large. An animal will be considered dangerous if, while at large, the animal:

1. Bites a person.
2. Attacks a domestic animal resulting in injury or death.
3. Has violated any part of this Section two or more times before. Such an animal is to be impounded at the shelter or licensed veterinary facility at the expense of the owner until a determination is made by the court that the animal is or is not a threat and/or danger to the public.

G. Vicious Animal. An animal will be considered vicious if the animal:

1. Bites a person on two or more occasions or on the first bite causes serious bodily injury. Serious bodily injury is defined as an injury that involves a substantial risk of death, unconsciousness, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty.
2. Has attacked domestic animals on two or more occasions.
3. Has bitten a human on the neck or stomach.

H. Petition to Classify as Vicious:

1. If an Animal Control Officer does not or refuses to deem an animal to be a vicious animal, any person may petition to have an animal classified as vicious by filing with the Animal Control Department a written "Petition to Classify an Animal as Vicious" on a form provided by the Animal Control Department.
2. Notice: Upon receipt of a properly executed petition, the Animal Control Officer shall ensure a copy thereof is mailed or hand-delivered to the animal's owner.
3. Response: The owner shall then have ten calendar days from the date of receipt to submit a written response to the allegations of the petition. If mailed, the petition shall be deemed received five calendar days after the date of mailing.

4. Decision: Upon receipt of the owner's written response, if any, the Animal Control Officer shall decide whether the animal is to be classified as vicious. The Animal Control Officer shall ensure written notice of his decision is mailed or hand-delivered to the owner.

5. Appeal: Appeal of the Animal Control Officer's decision may be made to the mayor of Town of Interlaken City. The appeal shall be filed with the Mayor in writing within five calendar days of receipt of the Animal Control Officer's decision. The Mayor's decision regarding the appeal shall be the final decision of the City.

6. Destruction of Vicious Animal: If an animal is classified as vicious and time for appeal has expired or the Animal Control Officer's decision is upheld on appeal pursuant to 5.03.090 G, the Animal Control Officer shall have the animal destroyed as soon as possible.

Section 5.03.100 Judicially Excluded Animals

It shall be unlawful to bring any animal into Wasatch County, including the Town of Interlaken limits, which has, in any jurisdiction:

A. Been judicially determined to be vicious, a nuisance, or a threat to the health or safety of human beings.

B. Been judicially removed from any county or municipality for violations of the laws or ordinances, which by their nature are also in violation of this Title. _____

~~B.~~

Section 5.03.110 Cruelty to Animals

A person commits cruelty to animals if he intentionally or knowingly:

A. Fails to provide any animal in his charge or custody with adequate food, drink, care, and shelter.

B. Abandons an animal in his custody.

C. Carries or confines any animal in or upon any vehicle in a cruel or inhumane manner, including but not limited to carrying or confining such animal without adequate ventilation or for an unusual length of time.

D. Wrongfully kills, maims, disfigures, tortures, mutilates, burns, scales, over-drives, overworks, or otherwise cruelly sets upon any animal. Each offense shall constitute a separate violation.

E. Makes accessible to any animal, with intent to cause harm or death, any substance that has in any manner been treated or prepared with any harmful or poisonous substance. This provision shall not be interpreted so as to prohibit the use of poisonous substances for the control of vermin in furtherance of the public health, when applied in such a manner as to reasonably prohibit access to other animals.

F. Causes any animal, including a dog, to fight with another animal or creature of like kind for amusement or gain; or causes any animal, including a dog, to fight with a different kind of animal or creature for amusement or gain.

Section 5.03.130 Officers' Authority to Take Possession of Animals--Lien for Care

A. Any enforcement officer may take possession of any animals being treated cruelly and,

after reasonable efforts to notify the owner, may provide shelter and care for them, or upon permission of the owner destroy them.

B. Officers caring for animals pursuant to this Section have a lien for the reasonable value of the care and/or destruction. Disposition of any such animals shall be according to procedures authorized for any other impounded animal.

C. Any enforcement officer may humanly destroy any animal found suffering past recovery for any useful purpose.

Section 5.03.140 Number of Animals

No person shall harbor or possess more than three dogs and/or three cats, four months of age or older.

Section 5.03.150 Injuries and Communicable Diseases

No person shall knowingly harbor or keep any dog or other animal with a serious injury or afflicted with mange, ringworm, distemper or any other contagious disease, unless such a dog or other animal is, in the opinion of the department or a duly licensed veterinarian, being given adequate treatment for such disease. The department or any duly licensed veterinarian may take immediate possession of any such animal not being so treated or which is not responding to such treatment, and immediately dispose of the animal unless the owner shall forthwith place such animal under the control and treatment of a licensed veterinarian.

CHAPTER 5.04 REGULATIONS FOR SPECIFIC ANIMALS

Section 5.04.010 Dogs Generally

Section 5.04.020 Cats Running at Large

Section 5.04.030 Chickens

Section 5.04.040 Livestock

Section 5.04.010 Dogs Generally

A. Dogs Running at Large.

1. It is unlawful for the owner or person having charge, care, custody, or control of any dog to allow such dog at any time to run at large. The owner or person charged with responsibility for a dog found running at large shall be strictly liable for a class C misdemeanor under this Section as well as for any violation(s), damage, or injury committed by the dog, regardless of whether or not the person knows the dog is running at large. A dog is not “at large” if it is confined within a building or enclosure or within the confines of your property or is restrained by a leash.

2. However, dogs may be at large while participating in field trials and obedience classes organized and sanctioned by recognized dog clubs, while assisting a peace officer engaged in law enforcement duties, or while being trained for the above purposes so long as such dogs are under direct and effective sound or gesture control within sight of such individuals to assure that they do not violate any other provisions at law.

3. Any person authorized herein to enforce this Title may impound a dog at large and take it to a “No Kill Animal Shelter”.

B. Attacks By Dogs.

1. **Attacking Dogs.** It is unlawful for the owner or person having charge, care, custody, or control of any dog to allow such dog to attack, chase, or “worry” any person, any domestic animal having a commercial value, or any species of hoofed protected wildlife, or to attack domestic fowl. “Worry,” as used in this Section, means to harass by tearing, biting, excessive or loud barking at a close distance, or shaking with the teeth.

2. **Owner Liability.** The owner or person having charge, care, custody, or control of any dog in violation of subsection (1) of this Section shall be strictly liable for violation of this Section regardless of whether such person knew of the dog’s actions. In addition to being subject to prosecution under subsection (1), the owner of such dog shall also be liable in damages to any person injured, or to the owner of any animal(s) injured or destroyed thereby.

C. Possession of a Vicious Dog. The possession of a vicious dog is unlawful unless it is restrained, confined, or muzzled so that it cannot bite or attack any person or animal. Dogs held in violation of this Section shall be deemed a public nuisance, and their continued possession or ownership shall be unlawful, each day being a separate violation. The department may impound any such dog and take them to an No Kill Animal Shelter after five working days to allow for legal restraining action by the owner. The following are conditions of ownership of any animal that is fierce, dangerous, or vicious:

1. The dog must be kept in a heavy gauge wire dog run which is six feet in height with a secure ceiling and floor.
2. The dog must be kept on a leash and properly muzzled when out of its enclosure.
3. All other applicable provisions of this Title must be complied with.

D. Guard Dogs. Guard dogs shall be kept in such a manner so that they cannot come into contact with persons or other animals that are legally upon the premises where a guard dog is maintained. The property shall be posted with a sign clearly visible stating that a guard dog is on the premises.

E. Dog Fighting.

1. It is unlawful for any person to:

- a. Own, possess, keep, or train a dog with the intent to engage it in an exhibition of fighting with another dog.
- b. Cause a dog to fight with another dog or cause a dog to injure another dog for amusement or gain.
- c. Tie, attach, or fasten any live animal to a machine or device propelled by any power, for the purpose of causing the animal to be pursued by a dog.
- d. Permit or allow any act which violates Subsection (a), (b), or (c) of this Subsection on any premises under his charge; or to control, aid or abet any such act.

2. Possession of any breaking stick, treadmill, wheel, hot walker, cat mill, cat walker, jenny, or other paraphernalia together with evidence that the paraphernalia is being used or is intended for use in the unlawful training of a dog to fight with another dog, together with the possession of any such dog, is prima facie evidence of violation of this Section.

3. It is unlawful for any person to knowingly and intentionally be present as a spectator at any place made for an exhibition of dog fighting, or to knowingly and intentionally be present at a dog fighting exhibition or any other occurrence of fighting or injury described in this Section. A person who violates this Section is guilty of a class C misdemeanor.

4. Nothing in this Section shall be interpreted to prohibit any of the following:

a. The training of dogs or the possession or use of equipment in the training of dogs for any purpose not prohibited by law.

F. Enforcement Under This Section. Enforcement of any of the provisions under this Section in no way prevents or excludes enforcement for dog violations under any or all other provisions of this Title or of State law.

Section 5.04.030 Chickens

An individual property owner may keep a maximum of six (6) female chickens (hens) in Interlaken Town. Male chickens (roosters) are not allowed in Interlaken Town. All structures used to house chickens must be in compliance with the provisions set forth by this Title.

Section 5.04.040 Livestock

It is a class C misdemeanor for any person owning or having the custody, possession, or control of an animal of a class of livestock in Interlaken Town. Any animal in violation of this Section may be impounded and disposed of in accordance with this Title or in accordance with the State Law.

CHAPTER 5.05 STANDARDS FOR ANIMAL FACILITIES OR SHELTERS

Section 5.05.010 General Standards Section 5.05.020 Kennel Regulations Section 5.05.030

Hobby Breeders

Section 5.05.010 General Standards

Every person within the Town of Interlaken limits, who owns any animal is required by this Title to comply with the following:

A. Housing facilities for animals shall be structurally sound and shall be maintained in good repair, to protect the animals from injury, to contain the animals, and to restrict the entrance of other animals.

B. All animals shall be supplied with sufficient good and wholesome food and fresh water as often as the feeding habits of the respective animals require.

C. All animals and all animal buildings or enclosures shall be maintained in a clean and sanitary condition.

D. All animals shall be so maintained so as to eliminate excessive odor and noise. Livestock being raised as part of a working farm shall be except from regulation under this paragraph.

E. No animal shall be without attention more than 24 consecutive hours.

F. Animal buildings and enclosures shall be so constructed and maintained as to prevent escape of the animal. All reasonable precautions shall be taken to protect the public from the animal and the animal from the public.

G. Every building or enclosure wherein animals are maintained shall be constructed of a material easily cleaned and shall be kept in a sanitary condition. The building shall be properly ventilated to prevent drafts and to remove odors. Heating, cooling, and shelter shall be provided as required according to the physical need of the animal, with sufficient light to allow observation of animals and sanitation.

H. Medical treatment shall be provided as necessary in order to maintain the health of the animals.

I. All animal rooms, cages, enclosures, and runs shall be of sufficient size to provide adequate and proper accommodations for the animals kept therein.

J. Owners shall not allow animals that are natural enemies, temperamentally unsuited, or otherwise incompatible, to be quartered together or so near each other as to cause injury, fear, or torment.

Section 5.05.020 Kennel Regulations

Kennels, as defined in this Title, are not allowed in Interlaken Town.

Section 5.05.030 Hobby Breeders

Hobby breeding is not allowed in Interlaken Town.

CHAPTER 5.06 IMPOUNDMENT AUTHORIZED

Section 5.06.010 Enforcement Officer May Capture Animal **Section 5.06.020 Animals to be Impounded**

Section 5.06.030 Capture by Individuals

Section 5.06.040 Information Upon Relinquishment

Section 5.06.050 Notice to Owner-Lost Animals

Section 5.06.060 Redemption by Owner

Section 5.06.070 Holding Period

Section 5.06.080 Disposal of Unredeemed Animals

Section 5.06.090 Destruction of Animals

Section 5.06.100 Redemption of Unvaccinated Animal

Section 5.06.110 Vaccination Allowed Upon Impoundment

Section 5.06.120 Establishment of Animal Disposal Facilities

Section 5.06.010 Enforcement Officer May Capture Animal

Any enforcement officer or designee may attempt to capture any animal found in violation of this Title and taken to a No Kill Animal Shelter if in their judgment such action is required for public health and safety.

Section 5.06.020 Animals to be Impounded

The following animals may be taken into custody and impounded without the filing of a complaint:

- A. Any vicious animal not properly confined as required by this Title.
- B. Any animal running at large.
- C. Any unlicensed animal, which is required by this Title to be licensed. Any animal not wearing a tag shall be presumed to be unlicensed for purposes of this Section, except those dogs specifically exempted.
- D. Sick or injured animals whose owner cannot be located.
- E. Any abandoned animal.
- F. Animals that are not wearing a rabies vaccination tag in accordance with the requirements of this Title.
- G. Any animal to be held for quarantine.

H. Any animal being kept or maintained contrary to the provisions of this Title.

Section 5.06.030 Capture by Individuals

Any person who finds an animal at large may take it into his possession and must within 24 hours thereafter notify the Heber Valley Animal Control Shelter and surrender the animal to the Heber Valley Control Shelter upon demand. No such action shall result in a charge against Town of Interlaken. The finder of an animal at large shall use reasonable care to preserve it from injury; however, he shall not be held liable if the animal dies, escapes, or injures itself while he is carrying out the provisions of this Section except as occasioned by his own negligence.

Section 5.06.040 Information Upon Relinquishment

Any person who relinquishes an animal to the Heber Valley Animal Control Shelter shall give his name, address and, if he is not the owner, the location where he found the animal.

Section 5.06.050 Notice to Owner-Lost Animals

Upon receipt of a lost or stray animal bearing a current year's license tag, the Heber Valley Animal Shelter personnel or enforcement officer shall immediately telephone or mail to the owner of record at the address indicated on the license form, a notice of the location of the animal. Compliance with notice requirements of this Section shall be deemed as met if an authorized person shall have mailed the notice to the owner of record at his address of record, postage prepaid.

Section 5.06.060 Redemption by Owner

The owner of an impounded animal may claim it prior to its legal disposition by providing proper identification, meeting all the legal requirement, board, medical care, vaccination, and/or other costs.

Section 5.06.070 Holding Period

The animal control facility shall hold an impounded, lost, or stray dog or cat for not less than five working days after notice is given pursuant to this Title, so that the owner or custodian may claim it prior to other disposition. If the owner is not known, no notice is required and the animal shall be held not less than five working days after it is first impounded.

Section 5.06.080 Disposal of Unredeemed Animals

The department may take an animal to a No Kill Shelter, or may transfer to a new owner upon payment of the applicable fee, any impounded animal not claimed by its owner or custodian within the prescribed holding time. Animals relinquished by their owners may take an animal to a No Kill Shelter

Section 5.06.090 Destruction of Animals

When, in the judgment of the animal shelter personnel, it is determined that an impounded animal should be destroyed for humane reasons, disease control or to protect the public or animal regulation personnel from imminent danger to persons or property, such animal may be destroyed without regard to any time limitations otherwise established herein, and without court order.

Section 5.06.100 Redemption of Unvaccinated Animal

A. All unvaccinated animals at the Heber Valley Animal Control Shelter may be vaccinated before being released. The person taking custody of the animal shall pay for the cost of the vaccination before the animal is released.

B. If vaccination is not available, then the owner of any impounded animal which has not been vaccinated as required by this Title upon satisfactory proof of ownership, may redeem his

animal by making a deposit with the Heber Valley Animal Control Shelter in the amount that is in effect at the time, and be allowed ten days to get such animal vaccinated. If owner fails to procure a vaccination certificate within such ten days, the deposit shall be forfeited and the animal shall be impounded. Upon presentation within such period of time of a certificate of vaccination issued under this Chapter, the deposit shall be refunded.

Section 5.06.110 Vaccination Allowed Upon Impoundment.

Any animal impounded at the Heber Valley Animal Control Shelter may be vaccinated for disease control.

Section 5.06.120 Establishment of Animal Disposal Facilities

The Department shall establish at the Heber Valley Animal Control Shelter a The Department may, at its option, upon payment of applicable fees, accept animals for humane disposal. The owner or possessor of such animals shall first complete appropriate forms setting forth the facts constituting such ownership and/or possession, certifying that he has the right to request disposal of such animals and agree to hold the Heber Valley Animal Control Shelter and Town of Interlaken, or their agents, and employees harmless from any liability for its acceptance and disposal of such animals. The owner or person requesting the disposal of any animal shall certify in writing that, to the best of his knowledge, the animal has not bitten a human being or animal within the period established by this Chapter for isolation of biting animals and suspected rabid animals. Notwithstanding the foregoing, the shelter may authorize, with permission of the owner if known, the euthanasia of a biting animal for the purpose of laboratory examination.

CHAPTER 5.07 LICENSING AND REGISTRATION

Section 5.07.010 Dog Licenses

Section 5.07.020 Exceptions

Section 5.07.030 Voluntary Registration of Cats

Section 5.07.010 Dog Licenses

A. Required. All dog owners, except tourists or visitors who stay less than one month in an area coming within the jurisdiction of this Title shall apply for and obtain a separate dog license for each dog they own, possess, keep, or harbor, after it is four months old. Each license shall be issued Wasatch County or by municipalities under contract with Wasatch County. All dog owners must possess such license at the time the dog is four months old or one month after obtaining or bringing into Interlaken Town any dog over four months of age. Dog owners shall renew the dog license before it becomes delinquent for as long as they own, possess, keep, or harbor, or otherwise have custody of the dog. Licenses not purchased or renewed within 15 days after expiration, of the date on which they become due, shall be considered delinquent and a late fee as determined by the Town Council shall be added to the cost of the new license.

B. Presumption that License Required. Any dog that is legally impounded according to the provisions of this Chapter shall be presumed to be a dog which, prior to impounding, required a license, regardless of such dog's actual age or owner's place of residence.

C. Validity. Rabies Vaccination Prerequisite to Issuance. Licenses shall be valid from the date issued until the expiration date. No dog shall be licensed without proof of approved rabies vaccination. No license may expire later than the expiration date of the rabies vaccination. An owner may purchase a license for 24 months depending upon the date and kind of vaccine used upon payment of the fee established by the City Council. In the event the owner demonstrates proof of an unexpired rabies vaccination, the license fee shall be appropriately prorated.

D. Tags to be Worn. Each dog, required to be licensed, shall wear at all times the current

license tag assigned to the dog except:

1. when the dog is participating in any dog exhibition, field trial, or competition; or
2. when the dog is confined in a licensed kennel or veterinary hospital, in which case the license tag number shall be recorded and placed nearby so that it is readily identifiable with the dog with which it belongs; or if not licensed, that fact shall be clearly indicated on the facility's records. a license tag shall not be removed from any dog without the consent of the owner thereof.

E. Lost Tags Shall be Replaced. Whenever a license tag is lost or damaged, the owner shall apply for and secure a replacement from the City upon payment of the prescribed fee.

Section 5.07.020 Exceptions

The licensing provisions of this Chapter not apply to the following:

A. Transient, Show Dogs. Dogs whose owners are nonresidents temporarily within Town of Interlaken City for 30 days or less, or dogs brought into Town of Interlaken City for the purpose of participating in any dog show.

B. Seeing Eye, Hearing, and Law Enforcement Dogs. Any dog which has been duly or properly trained to assist the blind, deaf, or law enforcement personnel and is currently acting in that capacity.

C. Police Service Dogs.

Section 5.07.030 Voluntary Registration of Cats

The owner of any cat may, upon submission of proof of rabies vaccination, certified to by a licensed veterinarian, register their cat with Wasatch County or by municipalities under contract with Wasatch County. No person shall remove a registration tag from a cat without the consent

of the owner thereof. Licensing shall be valid for the period of rabies vaccination. The obtaining of such a license shall be optional on the part of the owner.

CHAPTER 5.08 VACCINATION

Section 5.08.010 Dogs

Section 5.08.020 Cats

Section 5.08.010 Dogs

A. Vaccination Required. Dog owners shall obtain a rabies vaccination for each dog they own, keep, harbor, or have custody of, within one month after it becomes four months of age, or within one month after obtaining any dog over four months of age. It shall be unlawful for any person or persons to own, keep, harbor, or possess or to have in his or her care, charge, or custody, any dog four months of age or over unless such dog has a current and valid rabies vaccination administered by any duly qualified and licensed veterinarian, with a rabies vaccine approved by the State Department of Health for use in dogs. Such vaccination shall be repeated at intervals specified by the State Department of Health in order to maintain adequate immunity.

B. Exemption From Rabies Vaccination During Illness. Notwithstanding any other provisions of this Chapter, a dog need not be vaccinated for rabies during an illness if a licensed veterinarian has examined the dog and certified in writing that such vaccination should be postponed because of a specified illness. Old age, debility and pregnancy are not considered contraindications to rabies vaccination. Exemption certificates are subject to approval by the department and shall be valid only for the duration of the illness. Exemption from vaccination does not exempt a dog from the licensing requirement.

Section 5.08.020 Cats

Cat owners shall obtain a rabies vaccination for each cat they own, keep, harbor, or have custody of, within one month after it becomes four months of age, or within one month after obtaining any cat over four months of age. It shall be unlawful for any person or persons to own, keep, harbor, or possess or to have in his or her care, charge, or custody, any cat four months of age or over unless such cat has a current and valid rabies vaccination administered by any duly qualified and licensed veterinarian, with a rabies vaccine approved by the state department of health for use in cats. Such vaccination shall be repeated at intervals specified by the Utah State Department of Health in order to maintain adequate immunity.

CHAPTER 5.09 RABIES CONTROL

Section 5.09.010 Report of Bites

Section 5.09.020 Report of Suspected Rabid Animals

Section 5.09.030 Quarantined for Ten Days of Biting or Suspected Rabid Animals

Section 5.09.040 Examination of Head

Section 5.09.050 Domesticated Animals

Section 5.09.010 Report of Bites

All persons bitten and the parents or guardians of minor children bitten by a dog, cat, skunk, fox, bat, coyote, bobcat, or other animal known to constitute a serious threat of rabies shall notify the department or Wasatch County Health Department immediately thereafter. Physicians treating such bites and other persons having the knowledge of such bites shall also be required to make such notification.

Section 5.09.020 Report of Suspected Rabid Animals

Any person who observes or has knowledge of an animal which shows symptoms of rabies or which acts in a manner which would lead to a reasonable suspicion that it may have rabies shall notify the department or Wasatch County Health Department and comply with appropriate laws and regulations regarding suspected cases of rabies as directed by the department or Wasatch

County Health Department.

Section 5.09.030 Quarantined for Ten Days of Biting or Suspected Rabid Animals

Upon the reasonable order of the department or public health officer, a biting or suspected rabid animal or an animal suspected of other contagious diseases i.e. avian flu, the animal shall be quarantined at the owner's expense if owned, in strict confinement under proper care and under the observation of a licensed veterinarian in an animal shelter, veterinary hospital, or other adequate facility in a manner approved by the department or Wasatch County Health Department.

Section 5.09.040 Examination of Head

Any biting or suspected rabid animal or bat may be humanely euthanized immediately by the department or the Wasatch County Health Department, and such animals undamaged and properly packaged and properly refrigerated head shall be delivered promptly to an approved medical facility having the capability of performing the fluorescent antibody test to demonstrate the presence of rabies.

Section 5.09.050 Domesticated Animals

The provisions of this Section notwithstanding, if the biting or suspected contagious rabid animal is of the domesticated variety that is owned or obviously could have an owner, said animal shall be confined for a period of ten days to allow time for an attempt to locate an owner unless county veterinarian or other licensed veterinarian shall reasonably deem it necessary to sacrifice the animal for the purpose of laboratory examination.