

Agend 08 - Financial Matters

QTR1 & QTR2 : 7/1/22 - 12/31/22		Interlaken Town Statement of Revenue and Expense												
		QTR1 & QTR2 : 7/1/22 - 12/31/22, FY2023												
		1058			1520		1330		4574		1678		2681	
		Water	Bond	Sinking	Water	Revenue	Water	Reserve	Transportation	Reserve	Building	Building	General	General
		Actual	Budget		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
Revenue - All Accounts														
5 Annual Wasatch County Tax Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92,839	\$ 150,000
6 Prior Year Assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7 Late Fees - Assessments (all years)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8 1% State Sales Tax (estimate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,074	\$ 32,000
all Interest Income	\$ 146	\$ 50	\$ 66	\$ 22	\$ 154	\$ 80	\$ 188	\$ 100	\$ 51	\$ 20	\$ 103	\$ 30		
12 New Owner Transfer Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13 B&C Road Tax (estimate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,561	\$ 22,000
14 Building App & Inspection Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15 Interlaken Drive RMA with BHR Agreement (20%)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15a CARES Act Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15b Additional Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15c Miscellaneous Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15d Fines for Municipal Code Violations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
73a Revenue from BHR Settlement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
73b Revenue from Federal & State Transportation System Grants	\$ -													\$ -
92 Annual Water Utility Base Fees	\$ -													\$ -
95 Metered Water Overages	\$ -													\$ -
95a Water Connect Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95b Water Billing Late Fees	\$ -	\$ -	\$ -	\$ 250	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95c New Owner Transfer Fees	\$ -	\$ -	\$ -	\$ 150	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95d	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95e	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
150 Revenue from Federal & State Water System Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
169 Building Permit Application Fees (varies with application)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,600	\$ 1,350
170 Water Connect Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500
171 Road Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,250
172 Damage Deposits - Refundable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,000
173 Completion Deposits - Refundable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,500
173a Plan Review & Inspections (Town Engineer)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,240
173b Variance Application Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240
Total Revenue	\$ 146	\$ 50	\$ 3,382	\$ 180,122	\$ 154	\$ 80	\$ 188	\$ 100	\$ 49,141	\$ 37,610	\$ 118,577	\$ 204,030		
Transfers into General Fund														
19 Transfer from Building Fund (Application Fees for admin costs)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800
20 Transfer from Water Revenue Fund (50% of admin. expenses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,500
21 Transfer from Transportation Reserve Fund for Capital expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers out of General Fund														
28 Transfer to Transportation Reserve of B&C Road Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (22,000)
29 Transfer to Transportation Reserve Capital Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (100,000)
30 Transfer to Building Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers into Water Revenue Fund (Checking)														
100 Transfer from Building Fund (Water Connect Fees)	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
101 Transfer from Bond Sinking Fund for current year Water Bond payment	\$ -	\$ -	\$ -	\$ 78,275	\$ 78,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
102 Transfer from Water Reserve Fund for Capital Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers out of Water Revenue Fund														
105 Transfer to Water System Reserve Capital Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
106 Transfer to General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
107 Transfer to Bond Sinking Fund for Next Year's Bond Payment	\$ -	\$ -	\$ -	\$ -	\$ (78,275)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
108 Transfer to Water System Capital Facilities Replacement Reserve Acct	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
109 Transfer to General Fund for 50% of Administrative expenses	\$ -	\$ -	\$ -	\$ -	\$ (35,500)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers into Transportation Reserve Fund														
77 Transfer from General B&C Road Tax to Transportation Reserve Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,000	\$ -	\$ -	\$ -	
78 Transfer to Transportation Reserve Fund for Capital Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	
80 Transfer from Building Fund of Road Impact Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500	\$ -	\$ -	\$ -	

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		1058			1520		1330		4574		1678		2681	
		Water	Bond	Sinking	Water	Revenue	Water	Reserve	Transportation	Reserve	Building	Building	General	
		Actual	Budget		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
Transfers out of Transportation Reserve Fund														
83	Transfer to General Fund for Transportation Capital Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers into Water System Capital Reserves Fund														
154	Transfer from Water Revenue Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
154a		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers out of Water System Capital Reserves Fund														
161	Transfer to Water Revenue Fund for Capital Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers into Building Fund														
177	Transfer from General Fund - Special Engineering Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers out of Building Fund														
180	Transfer to General Fund - Building Permit Application Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,800)	\$ -	\$ -	\$ -
181	Transfer to Water Revenue - Water Connect Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,500)	\$ -	\$ -	\$ -
182	Transfer to Transportation Reserve Fund - Road Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,500)	\$ -	\$ -	\$ -
Transfers into Bond Sinking Fund														
138	Transfer from Water Revenue Fund	\$ -	\$ 78,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers out of Water Bond Sinking Fund														
141	Transfer to Water Revenue Fund to pay current year bond	\$ (78,275)	\$ (78,275)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Transfers Between Funds				\$ (78,275)	\$ -	\$ 78,275	\$ (34,000)	\$ -	\$ -	\$ 129,500	\$ -	\$ (10,800)	\$ -	\$ (84,700)
General Fund Expenses														
Administrative Expense														
37	Commissions, Committee, Council Mtg Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,000)
38	Town Clerk & Webmaster	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (10,170)	\$ (25,000)
39	Association Memberships	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (421)	\$ (1,000)
40	Web Hosting & IT Services (WIX,GoDaddy,Zoom,Dropbox,ViaSat,Calling Post)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (201)	\$ (1,500)
40a	Town Council Equipment & Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (47)	\$ (500)
41	Meeting Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (200)
42	Bookkeeping, Accounting, CPA Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,861)	\$ (13,000)
43	Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
44	Town Attorney	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (10,000)
44a	Attorney fees for BHR settlement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
45a	Animal Control through Interlocal Agreement w/ Heber City	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,840)	\$ (5,000)
45b	Municipal Election Ballotting & Noticing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (30)	\$ -
46	Misc. Admin. Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (500)
47	Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,835)	\$ (4,000)
48	Office Supplies (postage + supplies)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (419)	\$ (1,000)
49	Building Inspector	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
51	Additional Consulting Fees (Codifiers, etc.)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,000)
51a	Federal IRS Payroll Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,922)	\$ (4,500)
51b	CARES Act - WCFD Fire Mitigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (481)	\$ -
51c	Safety and Enforcement Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (133)	\$ (500)
51d		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Administrative Expenses				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (28,360)	\$ (72,700)
Annual Road Maintenance Expense from General Fund														
55	Annual Road Repair & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,757)	\$ (10,000)
56	Additional Contract Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,384)	\$ (2,000)
56a	Road Signage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,361)	\$ (2,000)
57	Contract Service (Snow Removal)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (24,000)	\$ (40,000)
58	Supplies - Salt, Sand, etc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,200)	\$ (4,500)
Annual Fire Mitigation Expenses														
58b	Brush Removal and Fire Mitigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,612)	\$ (12,000)
Annual Road Capital Expenses														
60	Capital Investment in Roads	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SuperDave Contract will be \$50K for year														

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		1058		1520		1330		4574		1678		2681		
		Water	Bond Sinking	Water Revenue		Water Reserve		Transportation Reserve		Building		General		
		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	
60a	DPW Expenses													
60b	DPW Site Construction - Capital Investment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,100)	\$ (2,000)	
60c	Annual DPW Site Maintenance Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (65)	\$ (500)	
61	Total Road Maintenance, Capital Improvements, DPW Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (46,479)	\$ (73,000)	
	Total General Fund Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (74,839)	\$ (145,700)	
	Water Revenue Fund Expenses													
	Bond Payment	FY2023 Water payment, one more in 2024												
114	Water Bond Payment, Due annually in January			\$ (77,691)	\$ (78,275)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
115	Operating Expenses													
116	Payroll - Water Masters	\$ -	\$ -	\$ (8,107)	\$ (26,400)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
117	Meter Repair/Replacement, Water System Equipment, Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
118	Chemicals & Monitoring	\$ -	\$ -	\$ (1,554)	\$ (800)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
119	Telemetry System Operating Costs	\$ -	\$ -	\$ -	\$ (2,700)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
120	Water Share Fee, Education, etc.	\$ -	\$ -	\$ (450)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
121	Gas Heat	\$ -	\$ -	\$ (144)	\$ (1,200)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
122	Electricity	\$ -	\$ -	\$ (4,518)	\$ (7,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
123	Payroll Taxes - Water Masters - State & Federal 941	\$ -	\$ -	\$ (2,953)	\$ (4,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
123a	Workman's Comp Insurance for Water Master	\$ -	\$ -	\$ (39)	\$ (1,200)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
123b	Misc. Water Expenses	\$ -	\$ -	\$ (1,281)	\$ (1,500)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
123c		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
123d		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
123e	Capital Investment in Water System													
123f	Purchase of Generator and Installation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
123g	Pump Replacements, Telemetry System, Meter Upgrades	\$ -	\$ -	\$ -	\$ (40,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
124	Repair and Maintenance													
125	Additional Contract Services - Tank Main., Rate Studies, Consults	\$ -	\$ -	\$ -	\$ (4,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
126	Annual Generator Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
126a	General Water System Maintenance & Repair	\$ -	\$ -	\$ (1,691)	\$ (5,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Total Water Revenue Fund Expenses	\$ -	\$ -	\$ (97,976)	\$ (172,525)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Building Fund Expenses													
187	Refunds of Damage Deposits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (500)	\$ (5,000)	\$ -	\$ -	
188	Refunds of Completion Deposits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (400)	\$ (3,000)	\$ -	\$ -	
188a	Plan Review & Inspections (Town Engineer)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,959)	\$ (12,000)	\$ -	\$ -	
188b	Additional Contractual Services (Town Engineer)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
188c	Plan Review by Planning Commission	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (450)	\$ -	\$ -	
	Total Building Fund Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,859)	\$ (20,450)	\$ -	
	Total Expenses (General, Water Revenue, Building)	\$ -	\$ -	\$ (97,976)	\$ (172,525)	\$ -	\$ -	\$ -	\$ -	\$ (4,859)	\$ (20,450)	\$ (74,839)	\$ (145,700)	
	Net Change in Balance (Revenue+Transfers+Expenses)	\$	FY 2023 Bond Pmt - 1 more due in 2024											
	Add: Beginning Balance	\$	\$ 99,986											
	Rounding Adjustment	\$	\$ -											
	Ending Balance	\$	82,303	\$ 160,483	\$ 83,666	\$ 73,583	\$ 159,591	\$ 159,517	\$ 233,068	\$ 362,480	\$ 92,967	\$ 55,045	\$ 187,213	\$ 117,105



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

INVOICE – Annual Interlaken Water

Paperless Bills 153

US Mail Bills 32

Total Bills 185

Bart Smith

Midway, UT 84049

Invoice Date	Invoice No.	Due Date
24-Feb-2023	2023-220	27-Mar-2023
Pay this amount:		\$972.00

Customer: Smith, Bart & Josephine S220
Interlaken Lot#: 220

Email: [REDACTED]
Interlaken Address: 347 Luzern Rd.

This is your invoice for the annual fiscal year 2023 Interlaken Town water system charges. This covers water usage from July 1, 2022 through June 30, 2023. Lots with dwellings or active building permits are charged an annual base fee of \$972, plus an overage fee for usage in excess of 10,000 gallons per month, annualized. Undeveloped lots are charged a base fee of \$816. An additional \$5 fee is charged for paper billings sent through US Mail. **Full payment is due by March 27, 2023.**

Please make your check out for **\$972.00** to **Interlaken Town** and include your **Invoice# 2023-220** and **Lot # 220** on your check. Interlaken Town cannot receive payments by cash or credit card – **checks only**. See information below regarding late payments and penalties. Send your **payment check** to: **Interlaken Town, P.O. Box 1256, Midway, UT, 84049**.

Description of Charges	Amount
FY2023 Base Water Usage Fee for connected service	\$972.00
FY2023 Water Overage Fee	
Late Fees	
Paper Bill Fee (US Mail)	
New Owner Transfer Fee	
Previous Payments (Credits)	\$- 0
TOTAL FY2023 Water System Charges	\$972.00
Water Usage	Amount
Water Usage FY2022 (last year's billing) in gallons	82,100
Meter Reading 9/22/21	1,128,800
Meter Reading 10/29/22	1,199,000
Water Usage FY2023 (this year's billing) in gallons	70,200
Water overage FY2023 in gallons	
TOTAL Overage Charges	

Late Payments

Late Payments: Payment is due in full on March 27, 2023. If not paid in full by this date, your account is considered past due and subject to interest and a \$25/month late fee.

Delinquent Accounts: If the full payment is not received by **April 25, 2023** the account is considered **Delinquent**. A Notice of Delinquency will be sent to the lot owner.

Discontinued service: If full payment is not received 60 days after a Notice of Delinquency, water service will be discontinued after a 24-hour delinquency notice is hand delivered to the service address. A \$100 disconnection fee and a \$100 reconnection fee will be charged for discontinued service.

Fees and interest: All past due accounts are subject to interest and a \$25/month late fee.

If you have questions about your billing, please contact Bart Smith, Interlaken Town Clerk
(email: interlakenclerk@gmail.com, phone: (435) 565-3812)

If your mailing address, phone# or email has changed, please send an update to the Town Clerk.

FY 2023 Water Billing Summary 3/1/2023

Invoicing		
Lot Type	FY2023	FY2022
Dwellings	145	145
Undeveloped	37	38
Active New Construction Permit	3	2
Total # of Invoices	185	185

Billing Amounts		
	FY2023	FY2022
Base Usage Fees	\$ 173,232	\$ 173,076
Overage Charges	\$ 37,481	\$ 4,466
Paper Billing Fees (\$5)	\$ 160	\$ -
Credit Adjustments		\$ (165)
New Owner Transfer Fees		\$ 1,500
Late Fees	\$ -	\$ 600
Total Billing \$	\$ 210,873	\$ 179,478

Water Usage - gallons		
	FY2023	FY2022
Total Usage	10,485,505	8,518,603
Overage	1,735,631	235,249
Usage - Overage Subtracted	8,749,874	8,283,354

Agenda 09 - Utah State Mandated Lead Testing - 120Water

120 Water Meeting – 2/24/23

Meeting Attendees

Bailee Stevens – 120Water

Trent Davis – Interlaken Town Water Master

Bart Smith – Interlaken Town Administrator

Summary of Meeting

Bailee Stevens explained the new EPA requirements for municipal water systems.

LCRR – Lead and Copper Rule Revisions

New EPA standards set by the Fed and states

Utah State standards not quite codified, vary state by state

LSLI – Lead Service Line Inventory – first step towards compliance, due October 2024. Each public water system must undertake an inventory of all lines in the system, including mains, laterals, service lines to individual homes, and lines within the home. The municipality is responsible for completing this survey.

120Water – Really a software and research company. They provide a software platform for taking inventory of a municipal water system's materials, identifying and documenting sections of lead pipe. They use customer billing data, tax records, building records and other data sources to create an inventory of the water lines, including main lines, laterals, and service lines to individual homes. First step in this process is called a "desktop study." This research is done entirely through data and records research. This phase may include mailing test kits to individual lot owners. Each line must be accounted for and verified as lead or no lead. Any line that cannot be identified as such, that is unknown, would be considered a lead line. This process typically takes 6-9 months, and is called "inventory development." Final phase of the LSLI may require digging into the ground to verify line materials. This is the last resort for completing the survey.

If lead is found in the system, it is still not clear how it should be addressed. Note that lead pipe was banned in the US in 1986, well after several homes in Interlaken were built. The Utah state DEQ policy regarding the required response to lead piping is still under development. Part of what 120Water does is track these requirement for individual states and the feds to make sure the town meets compliance. Possible outcomes of a survey finding lead piping could include:

- Owner is notified of lead in their service line, no action required
- Owner is notified of lead in their service line and is required to cover cost of replacement
- Lead is discovered in service line to home and town bears the replacement cost
- Town main lines and laterals include lead and the town bears the cost of replacement – very unlikely since our water system was updated in 2003

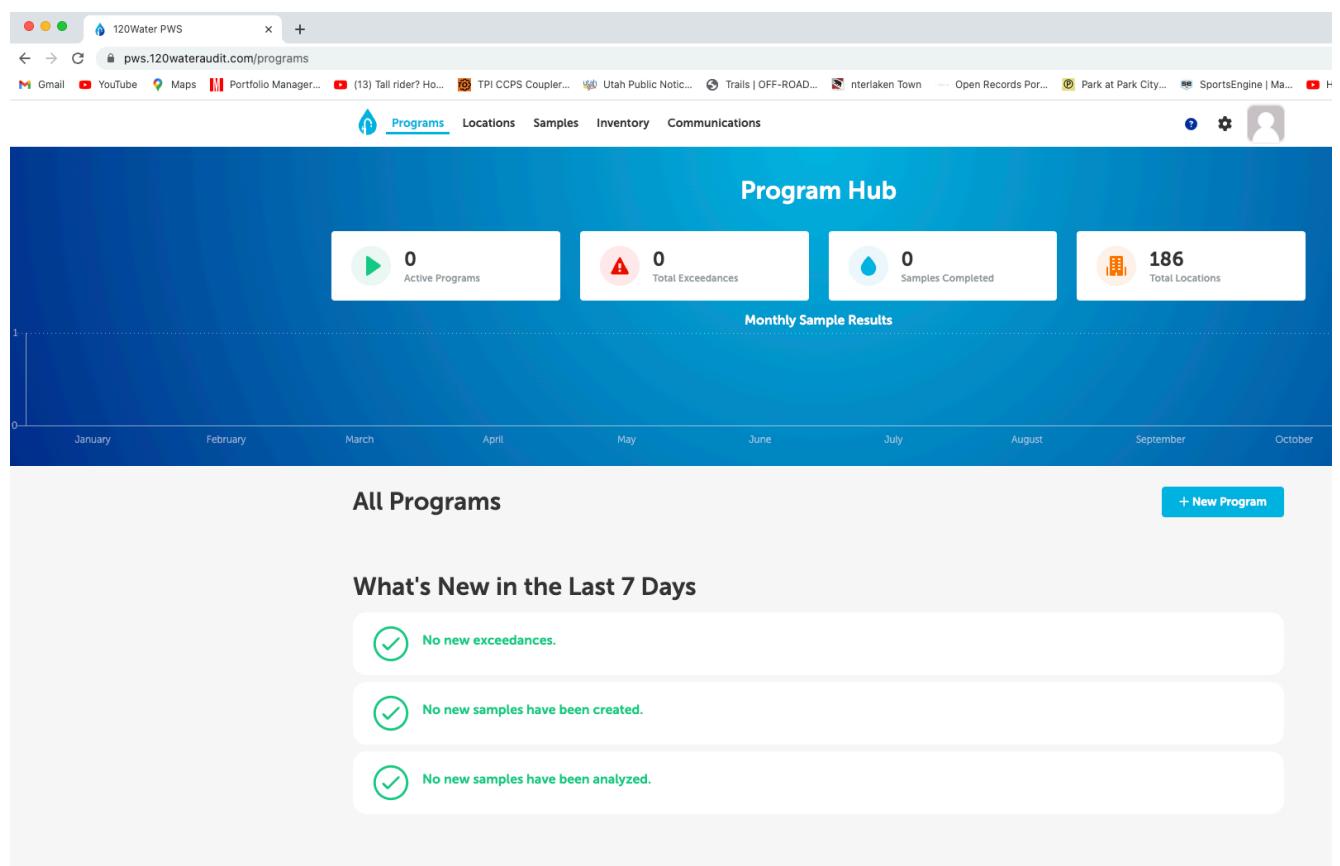
120Water Contacts

Bailee Stevens	Client Success (contact for initial kick-off)
Brad Baehr	Account Manager (sales)
TBD	Program Consultant (main contact during implementation)
Trent Davis	Main Interlaken Contact – water master
Bart Smith, Brady Probst, Greg Harrigan	Additional town contacts

Access to the 120Water Portal

<https://pws.120wateraudit.com/programs>

120Water Home Page



The screenshot shows the 120Water PWS portal homepage. At the top, there is a navigation bar with links to Gmail, YouTube, Maps, Portfolio Manager, (13) Tall rider Ho..., TPI CCPS Coupler..., Utah Public Notice..., Trails | OFF-ROAD..., Interlaken Town, Open Records Por..., Park at Park City..., SportsEngine | Ma..., and Help. Below the navigation bar, the main header is "Program Hub". The page features several performance metrics in boxes: "Active Programs" (0), "Total Exceedances" (0), "Samples Completed" (0), and "Total Locations" (186). Below these metrics is a chart titled "Monthly Sample Results" showing a line graph from January to October. The chart has a y-axis from 0 to 1 and an x-axis with months. The line is flat at 0. Under the chart, there is a section titled "All Programs" with a "New Program" button. Below that is a section titled "What's New in the Last 7 Days" with three items: "No new exceedances.", "No new samples have been created.", and "No new samples have been analyzed." Each item has a green checkmark icon.

Foundation for achieving LCRR compliance



Service Line Inventory
Location-based



School & Childcare
Facility Sampling



24-Hour Notice
Triggered Communication



Replacement
Sampling & Filters



Action & Trigger Level
15 ppb vs 10 ppb



“Find & Fix” Provision
Retest & Remediate

Brad Baehr <brad.baehr@120water.com>

Sales
Scotty Hunt <scotty@120water.com>

Project Management

Key Dates

December 16, 2021
LCRR Effective Date

October 16, 2024
LCRR Compliance Date

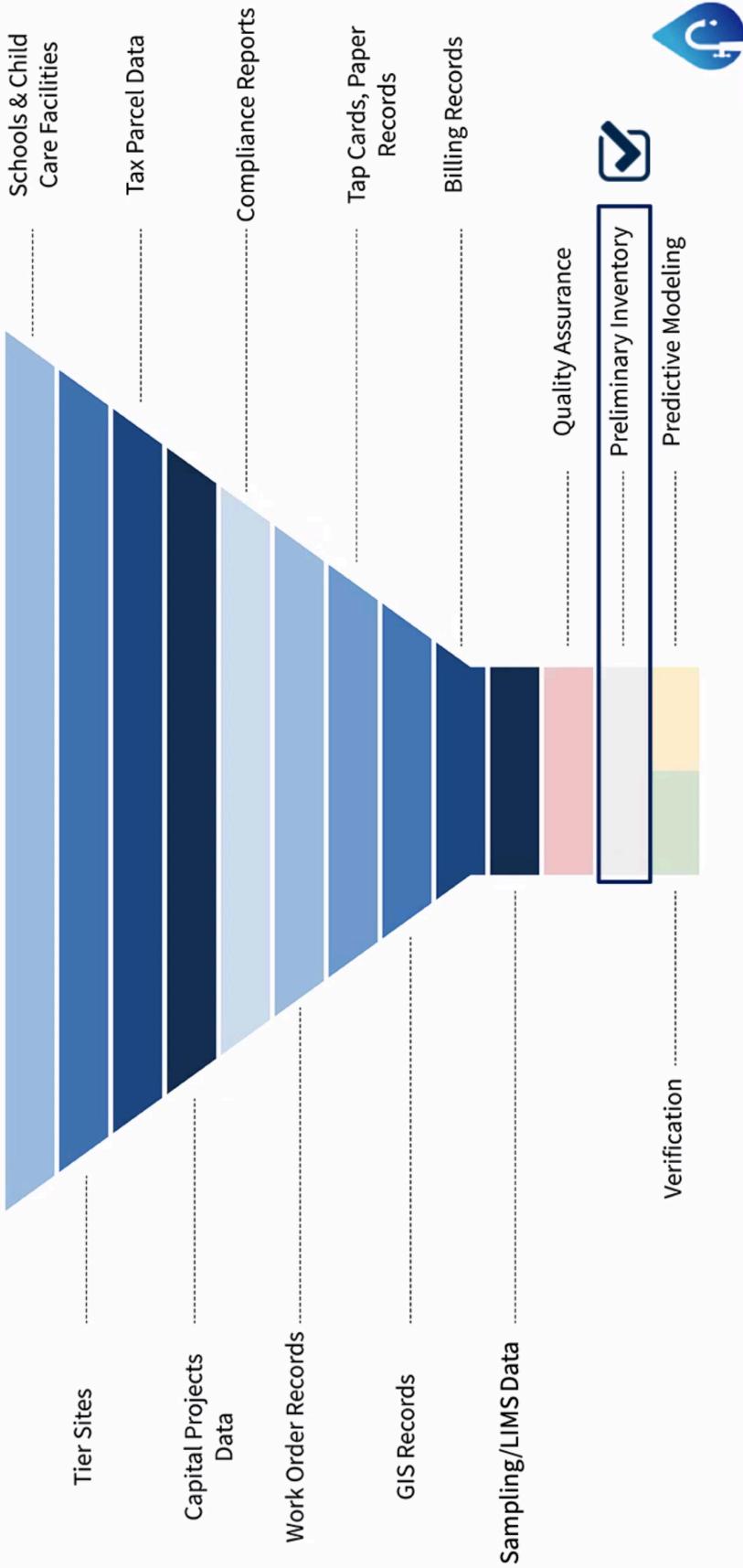
**Prior to October 16,
2024**

EPA Finalizing Lead and
Copper Rule Improvements

Preliminary Inventory Development

Develop

Create your inventory, regardless of starting place



Subject: RE: Support for Town of Interlaken Water Rights and Record of Conveyance.

Date: Friday, February 24, 2023 at 11:07:55 AM Mountain Standard Time

From: Jon Schutz

To: Interlaken Clerk, Chuck Cullom

Bart,

My firm does not have a conflict. I will send over an attorney-client agreement this weekend.

Thanks.

Jon

--

Jonathan R. Schutz - Attorney

MABEY WRIGHT & JAMES

175 South Main St., Suite 1330

Salt Lake City, UT 84111

Phone: 801.359.3663

jschutz@mwjlaw.com

www.mwjlaw.com

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From: Interlaken Clerk <interlakenclerk@gmail.com>

Sent: Friday, February 17, 2023 3:33 PM

To: Jon Schutz <jschutz@mwjlaw.com>; Chuck Cullom <ccullom12@gmail.com>

Cc: Jeremy Cook <jcook@ck.law>

Subject: Re: Support for Town of Interlaken Water Rights and Record of Conveyance.

Hi Jon-

That's correct - no adverse parties.

Bart Smith, Interlaken Town Administrator

Get [Outlook for iOS](#)

From: Jon Schutz <jschutz@mwjlaw.com>

Sent: Friday, February 17, 2023 2:08:11 PM

To: Chuck Cullom <ccullom12@gmail.com>
Cc: Jeremy Cook <jcook@ck.law>; Bart Smith <interlakenclerk@gmail.com>
Subject: Re: Support for Town of Interlaken Water Rights and Record of Conveyance.

Chuck,

I can definitely help with this. First step is for me to run a conflict check with my firm. I don't note any adverse parties. Is that right?

Jon

Sent from my iPhone

> On Feb 17, 2023, at 1:44 PM, Chuck Cullom <ccullom12@gmail.com> wrote:

>

>

> Jon and Jeremy,

>

> The Town of Interlaken has water rights included in the Jordanelle Water Rights Adjudication. We have filed on those water rights as part of the adjudication process. Jeremy Cook has traditionally supported the Town in our water rights works. We now need to file Record of Conveyance (ROC) for several of our water rights. Jeremy and his firm are unable to support our needs for the ROCs due to capacity and bandwidth. He has recommended you and your firm.

>

> Bart Smith (copied here) is our Town Clerk. We would like to discuss engagement with you and your firm to support our ROC effort and to follow up on the Jordanelle adjudication.

>

> Please reach out and let us know how best you would like to proceed. Thanks - Chuck

>

> (my cell is 801.647.9917)

CLIENT AND ATTORNEY AGREEMENT (Hourly Rate)

THIS CLIENT AND ATTORNEY AGREEMENT is entered into between Interlaken Town (“Client”), and MABEY WRIGHT & JAMES, PLLC (the “Firm”).

1. The Client hereby retains the Firm to represent Client and perform legal services as may be requested by Client, and specifically as follows: assist Client to understand its water rights, update title to its water rights with the Utah Division of Water Rights, and other matters as directed by Client (the “Engagement”).
2. The Client agrees to provide the Firm promptly with all relevant information regarding the Engagement.

A. Unless otherwise agreed, the Engagement will consist of and be limited to representing Client in connection with the Engagement but may be expanded as requested from time to time by Client.

B. A retainer is not required for the Engagement.

C. It is understood and agreed that the Client will be billed monthly for services rendered and that payment is due upon receipt of each billing statement. Jon Schutz is the primary attorney on the Engagement; his current hourly rate is \$275. Ben Jensen’s hourly rate is \$275. David Wright’s hourly rate is \$300; John Mabey’s hourly rate is \$325; Brooke White’s hourly rate is \$195. Others in the Firm at lesser hourly rates will be used where beneficial for legal research and other matters. The Firm may raise one or more of these rates during the course of the engagement based on the local market and the particular attorney’s or paralegal’s experience. It is understood and agreed that the Client will be billed monthly for services rendered and that payment is due upon receipt of each billing statement. Interest at 6% is charged on amounts over 30 days past due.

D. Client understands and agrees that the Engagement concerns matters and/or issues that pre-date the Engagement and that neither the Firm nor any of its attorneys have represented Client concerning the subject matters of the Engagement prior to the date of this Agreement and that neither the Firm nor any of its attorneys are responsible for actions taken by Client or others concerning the subject matter of the Engagement.

3. Generally, confidential communications between individuals and their attorney are privileged from disclosure if kept confidential. There are significant limitations on this privilege, however, particularly where the Client is a corporation or other legal entity. In many instances, action by the Client may waive the privilege, such as in making filings with governmental agencies. The Client acknowledges that the foregoing is not a complete discussion of this privilege, but should help alert Client to the fact that there are limitations on the privilege. Client agrees to keep confidential all communications with the Firm.

4. Because of the complexity of the application of the law to specific circumstances, opinions of the Firm will be rendered only in writing, signed by Jonathan R. Schutz. Any oral communication by any attorney of the Firm as to the law and its applicability are tentative comments, expressed with a view toward determining whether the Client deems it worthwhile economically or otherwise to seek a formal, written opinion.
5. The Firm does not give tax or securities advice or counsel to our clients. Client should seek tax or securities professionals for such advice or counsel. Judgments and settlements paid or received may have tax or other consequences. The Firm will recommend tax or other counsel for consultation if requested by Client.
6. Litigation in Utah State Courts: In the event the Engagement involves litigation, or should Client request that the Firm represent Client in litigation, Client acknowledges and agrees to the following:

A. The Utah Rules of Civil Procedure were amended in 2011, effective for cases filed after November 1, 2011. The new rules were adopted in an effort to reduce the cost of litigation by limiting discovery and the use of experts. The new rules specify that cases must be filed within one of three possible damages “tiers”: (1) \$50,000 or less, (2) more than \$50,000 and less than \$300,000, and (3) \$300,000 and greater. Cases seeking relief other than damages are generally considered to be Tier 2 cases.

B. A complaint, cross-claim, counterclaim or third-party complaint must specify either a damages figure or one of the three damages tiers.

C. A pleading that qualifies for tier 1 or tier 2 discovery shall constitute a waiver of any right to recover damages above the tier limits specified in Rule 26(c)(3), unless the pleading is amended under Rule 15. Utah R. Civ. P. 8(a).

D. Special damages means particular items of damages that result from circumstances peculiar to the case at hand. Special damages must be specifically stated. Utah R. Civ. P. 9(g).

E. General damages are those which, from the common sense and experience of mankind, would naturally be expected to result from that type of wrong to any person so injured.

F. The Firm abides by the Utah Standards of Professionalism and Civility which, among other things, require that the Firm reserves the right to determine whether to grant accommodations to other counsel in all matters not directly affecting the merits of the cause or prejudicing Client’s rights, such as extensions of time, continuances, adjournments, and admissions of facts. The Firm endeavors to agree to reasonable requests for extension of time and waiver of procedural formalities when doing so will not adversely affect Client’s legitimate rights.

G. Pursuant to both state and federal rules of civil procedure, when litigation is reasonably likely, Client has a duty to preserve all evidence which could be relevant to the suit. This duty to preserve evidence is broad and extends to all documents, regardless of whether the document is stored electronically or in hard-copy and regardless of the type of document. For example, reports, spreadsheets, photographs, videotapes are all considered documents that must be preserved. Furthermore, the duty to preserve this

documentary evidence extends to all documents in existence as of the time you reasonably anticipate litigation.

H. Parties are also required to identify, preserve, and collect electronically stored information (“ESI”) very early in a case. The rules affect all computer systems of parties involved in litigation. Client must preserve all ESI concerning the Engagement, and specifically concerning any possible or threatened litigation. ESI includes e-mails, voice-mails, instant messages, text messages, documents, spreadsheets, databases, file fragments, metadata, digital images, and digital diagrams. It can be stored in every type of electronic media including hard drives, thumb drives, computers, handheld devices, backup tapes, and optical disks.

7. Out-of-pocket expenses and costs incurred by the Firm in representing the Client's interests, including expenses for filing and service of documents, express courier and delivery, travel and lodging, reproduction, court reporting and transcripts, investigation, and expert witnesses, will be paid by the Client when statements therefor are rendered. The Client will not pay for faxes.
8. All disputes arising concerning the amount or propriety of any fees charged the Client shall be submitted for arbitration to the Fee Arbitration Committee of the Utah State Bar, as that committee is then constituted, and the Client and the Firm shall be bound by the decision of that committee. This provision may be enforced in accordance with the Utah Uniform Arbitration Act, UTAH CODE ANN. § 78B-11-101, *et seq.*, as amended.
9. In matters involving disputes or litigation with third parties, the Client acknowledges that in some cases the court may award attorneys' fees to one party and order the other party to pay the amount awarded, but that is solely in the discretion of the court and cannot be relied on with certainty. In other cases, if there is a settlement agreed to by both parties, the settlement agreement may provide that one of the parties will contribute to the other party's legal expenses. It is impossible to predict whether either of the above situations will materialize. Therefore, no representation is made that any contribution by the other party will be applied toward the Client's legal expenses or that the amount awarded will be sufficient to reimburse the Client for all amounts payable to the Firm.
10. The Firm will forward to the Client copies of pertinent correspondence, pleadings, and other material.
11. The Firm cannot and does not guarantee that any specific result desired by the Client will be achieved.
12. The Firm will keep all completed matter files until conclusion of the matter and then will deliver the files to Client for proper storage.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK INDEPENDENT COUNSEL.

INTERLAKEN TOWN

By Battat Smith
Date: 2/27/2023
Title: Town Administrator

MABEY WRIGHT & JAMES, PLLC


Jonathan R. Schutz

Date: 2-26-2023

Subject: FW: Interlaken water tank

Date: Wednesday, February 22, 2023 at 2:33:01 PM Mountain Standard Time

From: Jeremy Cook

To: Bart Smith, Chuck Cullom

FYI

From: Shane Stroud <sstroud@agutah.gov>

Sent: Wednesday, February 22, 2023 1:04 PM

To: Jeremy Cook <jcook@ck.law>

Subject: Interlaken water tank

Jeremy,

I talked with our folks and it sounds like we're just waiting for our park manager to get a letter our acknowledging the requested renewal. My understanding is we intend to move forward with the renewal; our park manager just needs to get out a letter to that effect along with the renewal terms.

I've sent an email to our park manager asking him the status on that. I'll let you know what I hear back from him.

Thanks,

Shane Stroud
801-538-7227 office
385-499-0599 cell

Agenda 13 - Interlaken Lot Sales

2021 Annual Lot Sales - Interlaken Town

Closing Date	Lot#	Buyer	Interlaken Address
3/12/21	117	Roda Development Group	329 Bern Way
4/10/21	137	Helfman	390 Luzern Rd.
4/19/21	108	Popp	321 Jungfrau Hill
4/21/21	209	Crawshaw	266 Big Matterhorn Circle
5/14/21	212	Pesek	270 Big Matterhorn Way
5/24/21	206	Becker	231 Interlaken Dr.
6/30/21	118	Turnbull	331 Bern Way
7/2/21	107	Christian Merryweather	319 Jungfrau Hill
7/22/21	119	Dixon	333 Bern Way
8/18/21	056	Singer	283 Interlaken Dr.
8/19/21	171	Franz & Hannabass	370 Bern Way
9/17/21	135	Alleman	412 Luzern Rd.
9/20/21	191	Shapiro	425 Jungfrau Hill
9/20/21	141	Steele	356 Luzern Rd.
10/6/21	174	Andersson	332 Jungfrau Hill
10/12/21	213	Madden	264 Big Matterhorn Circle
10/20/21	015	Jones & Whitcomb	276 St. Moritz
11/29/21	183	Krop	331 Jungfrau Hill
11/29/21	065	Parkinson	315 Jungfrau Hill
11/30/21	170	Luekenga	381 Bern Way
TOTAL # Sales	20		

2022 Annual Lot Sales - Interlaken Town

Closing Date	Lot#	Buyer	Interlaken Address
1/10/22	138	Noda & Hunsaker	380 Luzern Rd.
2/15/22	146	Gardella	451 Bern Way
3/16/22	165	McClellan	259 St. Moritz
3/28/22	106	Weir	330 Jungfrau Hill
3/28/22	064	King & Kulander	316 Jungfrau Hill
5/5/22	155	Jacobson	350 Bern Way
6/24/22	130	Evatz	335 Interlaken Dr.
TOTAL # Sales	7		

Agenda 15 - Utah Broadband

